

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
NOVEMBER 1, 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
- B. Consideration of Changes in Agenda and Setting the Agenda
- C. Disclosure by City Council Members
- 1. Hear the Public
- 2. Consent Agenda
 - A. Approve Consent Agenda
 - B. Buy Local Information
 - C. Submission and Acknowledgement of the FY 2021 Street Finance Report
 - D. SLPD City Code Enforcement Summary
- 3. Ordinance No. 05-O-2020-2021 To Amend Chapter 9-11 of Title IX of the City Code - 1st Reading
- 4. Motion to Approve Outdoor Water Park Season Pass Special
- 5. Motion To Approve FY 2021 Urban Renewal Report
- 6. Public Hearing For An Update To The Exterior Housing Rehabilitation Program
- 7. Motion Setting The Public Hearing On A Preliminary and Final Plat For A Minor Subdivision
- 8. Resolution No. 37-R-2021-2022 Approving Change Order No. 1, Final Payment and Closeout of the 4th & Oates Storm Water Improvement Project
- 9. Resolution No. 38-R-2021-2022 Approving Change Order No. 5, Final Payment and Closeout

of the 4th & Barton Storm Sewer Improvement Project

10. **Resolution No. 39-R-2021-2022 Approving Final Completion, Change Order No. 1, and Final Payment of Runway 13/31 Lighting Replacement**
11. **Resolution No. 40-R-2021-2022 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**
12. **Resolution No. 41-R-2021-2022 Approving 2021 City Council Goals and Goal Setting Report**
13. **Work Session-Public Information and Outreach**
14. **City Council Requested Items**
15. Hear the Public
16. 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

11/1/2021

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:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

11/1/2021

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:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

11/1/2021

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 October 18, 2021 City Council Minutes
- Submission and Acknowledgement of the FY 2021 Street Finance Report
- Approve the SLPD Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - - \$1,230,705.71
-

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ Minutes - October 18, 2021	Minutes
☐ List of Bills	List of Bills

ABC Pest Control, Inc	Services	\$	200.00
Alpha Wireless Communications	Supplies	\$	592.15
American Water Works Association	Membership	\$	406.00
Arnold Motor Supply, LLP	Supplies	\$	293.17
Aurelia Lumber Company Inc	Supplies	\$	36.00
Bainbridge Construction LLC	Contract	\$	26,327.28
Bomgaars Supply, Inc	Supplies	\$	2,374.74
Buena Vista County Attorney	Services	\$	209.92
Buena Vista County Extension	Licenses	\$	500.00
Buena Vista County Solid Waste	Services	\$	1,623.60
Buena Vista Regional Medical Center	Services	\$	71.00
Central Iowa Distributing, Inc	Supplies	\$	174.00
Christiansen Commercial Contracting, Inc	Contract	\$	34,532.50
Cintas First Aid & Safety	Supplies	\$	116.07
Color-ize Inc	Supplies	\$	1,246.40
Control System Specialists, LLC	Services	\$	497.54
Curtis B. Christiansen	Reimbursement	\$	110.00
Custodian of Petty Cash	Supplies	\$	2,500.00
Dale Vitito	Supplies	\$	3,216.57
Dianne Johnson	Services	\$	35.00
Digital Ally Inc	Supplies	\$	1,045.00
Edwards Storm Lake	Services	\$	215.72
Electric Pump Inc	Services	\$	1,139.20
Elliot Equipment Company	Supplies	\$	704.83
Emmons & Olivier Resources, Inc	Services	\$	1,459.25
Environmental Products & Accessories, LLC	Supplies	\$	1,183.39
EWT Holding III Corp	Chemicals	\$	15,932.07
Fastenal Company	Supplies	\$	101.01
Graffix Inc	Supplies	\$	267.50
Hach Company	Supplies	\$	513.39
Hare Painting & Sandblasting	Services	\$	11,000.00
Holiday Inn Des Moines Airport	Services	\$	224.00
Holzhauser Ford Lincoln Storm Lake Inc	Services	\$	4,533.16
Hulstein Excavating Inc	Contract	\$	601,812.56
I & S Group, Inc	Services	\$	18,477.84
ICMA Membership Renewals	Membership	\$	1,956.19
Imagine the Possibilities, Inc	Services	\$	800.00
Iowa Dept of Justice	Services	\$	93.30
Iowa District Court	Services	\$	25.00
Iowa Lakes Regional Water	Utilities	\$	76.77
Iowa League of Cities	Registration	\$	50.00
Iowa Office Supply Inc	Supplies	\$	291.52
Iowa Pump Works	Supplies	\$	1,565.31
Jeff Koenig	Services	\$	260.00
John Healy	Contract	\$	15,091.99
K & W Electric, Inc	Contract	\$	684.00
Larson Oil & Distributing Co, Inc	Services	\$	2,533.60
LES Industries Fournier Inc	Supplies	\$	4,186.60
Local Government Prof Services, Inc	Services	\$	7,912.00
Marcus Lumber Company Corp	Supplies	\$	141.92
Matthew Younie	Reimbursement	\$	19.26
Michael P. Reinert	Services	\$	1,759.05
MidAmerican Energy Company	Utilities	\$	66,518.66
Mississippi Lime Company	Lime	\$	5,920.64
Molitor Construction LLC	Contract	\$	44,913.62
MW Watermark, LLC	Supplies	\$	13,455.00
National Tactical Officers Association	Registration	\$	749.00
North Lake Truck Repair	Supplies	\$	2,974.99

Paxtons Jewelry	Supplies	\$	125.00
Petersen Manufacturing	Services	\$	529.65
Phackakchay Noah Inthongsay	Reimbursement	\$	166.88
Philip E Havens	Services	\$	4,856.67
Plumbing & Heating Wholesale, Inc	Supplies	\$	21.21
Police Records & Information Mgt Group	Registration	\$	149.00
Positive Promotion, Inc	Supplies	\$	772.45
Power Solutions, Inc	Services	\$	91.79
R & R Products, Inc	Supplies	\$	375.00
Rent-All, Inc	Services	\$	311.00
Rhonda Hayes	Reimbursement	\$	139.00
Rice Signs LLC	Signs	\$	1,933.06
Rolloff Dumpster Rental of Iowa Inc	Services	\$	270.00
Rust Publishing NWIA, LLC	Services	\$	116.82
Schumacher Elevator Company	Services	\$	220.67
Shield Technology Corporation	Subscription	\$	3,037.50
Smith Concrete Service Inc	Supplies	\$	2,063.75
Smokin Hereford LLC	Supplies	\$	104.89
Stanton Electric, Inc	Supplies	\$	829.16
State Hygienic Laboratory	Services	\$	309.00
Stephan Hamer	Reimbursement	\$	110.00
Storm Lake Bakery	Supplies	\$	15.00
Storm Lake Industrial Corporation	Supplies	\$	120.00
The Bridge of Storm Lake	Supplies	\$	60.34
The Storm Lake Times	Subscription	\$	79.95
Toyne, Inc	Services	\$	752.20
Travis Beeck	Reimbursement	\$	166.88
Troy Westrum Inc.	Services	\$	3,400.00
Tyler Gibbins	Reimbursement	\$	207.68
US Peroxide, LLC	Services	\$	750.00
Van Meter Inc	Supplies	\$	47.45
Vetter Equipment	Supplies	\$	26.39
W. W. Grainger, Inc	Supplies	\$	770.28
Wede Lock Service	Supplies	\$	51.00
Wiese Plumbing & Heating, Inc	Services	\$	573.18
YMKER Insulation Inc	Services	\$	27,838.00

CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS REGULAR COUNCIL MEETING, OCTOBER 18, 2021, 5:00 PM

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith, Kevin McKinney, and Maria Ramos. Absent: none

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 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 setting the Agenda. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

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

Hear the Public - No comments from the Public.

Consent Agenda - Moved by Council Member Ibarra to approve the Consent Agenda which includes list of bills Check #'s 77488 through 77547, EFT #'s 642, 2387 through 2441, King's Pointe and Sunrise Pointe disbursements, approve October 4, 2021 City Council minutes, October 12, 2021 City Council Strategic Planning minutes, corrected September 20, 2021 City Council minutes, the July 2021, August 2021 and September 2021 Library Minutes, the July 2021 and September 2021 Airport Commission minutes, approve renewal liquor license for Fareway #461, approve easement for the Hwy 7 & 110 Intersection Improvements project, Farmer's Market permit amendment request, and approve the SLPD Code Enforcement summary. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

Amend City Code -Construction Codes and Standards – Moved by Council Member Rice to approve the 3rd and final reading of Ordinance No. 04-O-2021-2022 amending the City Code by updating the referenced Construction Codes and Standards to the most recent editions. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

ORDINANCE NO. 04-O-2021-2022

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 3; TITLE 5, CHAPTER 4, SECTIONS 3 AND 6; TITLE 5, CHAPTER 6, SECTION 2; TITLE 5, CHAPTER 9, SECTION 2; TITLE 7, CHAPTER 1, SECTIONS 1, 5, 6, AND; 7 AND TITLE 7; CHAPTER 2, SECTION 2 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY UPDATING BUILDING CODE, PLUMBING CODE, ELECTRICAL CODE, MECHANICAL CODE, HOUSING CODE, RESIDENTIAL BUILDING CODE, AND FIRE CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA THAT THE FOLLOWING CODE SECTIONS ARE AMENDED BY THE DELETION OF LANGUAGE INDICATED BY STRIKEOUT (—) AND BY THE ADDITION OF LANGUAGE INDICATED BY HIGHLIGHT (■):

Section 1. Section 5-2-2 is hereby amended to read as follows

5-2-2 Adoption Of Building Code

After published notice and public hearing as required by law, the International Building Code, 20152021 Edition, and all provisions of the International Building Code Referenced Standards, 20152021 Edition, referred to therein, published by the International Code Council, and commonly known as the International Building Code, are hereby adopted in full except for such portions as may hereafter be deleted, modified or amended.

An official copy of the International Building Code, 20152021 Edition, as adopted by the City of Storm Lake, Iowa, and a certified copy of this Ordinance are on file in the office of the Building Official.

(A) In accordance with the provisions of said International Building Code, 20152021 Edition, Section 109, Building Permit fees shall be based on the total estimated cost of construction, reconstruction or repair, specifically including the estimated cost for any mechanical improvements included, and excluding the estimated costs for any plumbing or electrical work involved. The fee shall be set by Council Resolution.

(B) Foundations: Notwithstanding the provisions of the International Building Code, 20152021 Edition, the following provisions shall apply:

1. No application for a building permit may be granted with regard to the construction of any building (except private garages, carports, sheds, ag buildings, storage buildings, or warehouses) wherein the plans and specifications do not provide for a concrete foundation at least forty-eight inches (48") below grade, four (4) #4 horizontal re-rods continuous perimeter of structure, eight inches (8") thick, with a minimum concrete strength of three thousand (3,000) psi. These minimum specifications shall apply in all instances except as provided in subsection (B)2 of this Section.
2. In lieu of the requirements set out in subsection (B)1 of this Section, the following alternatives may apply:
 - a. Any accessory building, as defined in the Storm Lake Municipal Zoning Ordinance, with a total floor area of six hundred (600) ~~five hundred seventy six (576)~~ square feet or less, may provide for a foundation of a floating slab type, which foundation otherwise meets the support and strength requirements provided by the International Building Code.

(C) The provisions of Section 113.3 of the International Building Code are hereby amended by providing that elected officials of the City who are not full-time employees may serve on the Board of Appeals.

(D) Section 101.4.3 of the International Building Code shall be amended to state: "The Uniform Plumbing Code shall be the referenced Code used in conjunction with this code to the prescribed extent of each such reference."

(E) Delete Sections 101.4.1, 101.4.3, 101.4.4, and 101.4.6 of the International Building Code.

(F) Section 101.4.6 of the International Building Code shall be amended to state: "The provisions of the International Energy Conservation Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency."

Section 2. Section 5-3-3 is hereby amended to read as follows

5-3-3 Plumbing Code Adopted

After published notice and public hearing as required by law, the Uniform Plumbing Code, 2015 Edition 2021 Edition, as published by the International Association of Plumbing and Mechanical Officials, but as adopted and amended from time to time by the plumbing Plumbing and mechanical Mechanical systems board in the Iowa Department of Public Health pursuant to Iowa Code Section 105.4(1)(a) and administrative rules issued pursuant thereto, is hereby adopted in its entirety as the Plumbing Code for the City, except as provided below in this section 5-3-3, and it is hereby incorporated by reference. All installations, repairs and alterations of plumbing within the City shall be made in conformance with the City's Plumbing Code and no permit shall be issued by the Plumbing Inspector for such a project if the plans and specifications are not in conformance with that Plumbing Code.

A copy of the Uniform Plumbing Code, as adopted and amended by the Iowa plumbing Plumbing and mechanical Mechanical systems Systems board, shall be maintained in the office of the Building Official and shall be available for public inspection during all normal business hours.

Section 104.5 of the Uniform Plumbing Code relating to fees shall not apply in the City of Storm Lake, Iowa, including any schedules referred to by said Section. In lieu thereof, the applicant shall pay a fee as provided in Title 5, Chapter 3, Section 10.

Section 3. Section 5-4-3 is hereby amended to read as follows

5-4-3 Electrical Code Adopted

After published notice and public hearing as required by law, the National Electrical Code, 2014 2020 Edition, as published and approved by the National Fire Protection Association but as adopted and amended from time to time by the electrical examining board within the division of state fire marshal of the Iowa Department of Public Safety pursuant to Iowa Code Section 103.6 and administrative rules pursuant thereto is hereby adopted as the Electrical Code for the City and it is hereby incorporated by reference. All installations, repair or replacement of electrical equipment within the City shall be made in conformance with the Electrical Code for the City and no permit shall be issued by the Electrical Inspector for such a project if the plans and specifications are not in conformance with that Code.

A copy of the National Electrical Code, ~~2014~~2020 Edition, as adopted and amended by the electrical examining board within the division of state fire marshal of the Iowa Department of Public Safety, shall be maintained in the office of the Building Official and shall be available for public inspection during all normal business hours.

Notwithstanding the provisions of the National Electrical Code, ~~2014~~2020 Edition, as adopted and amended by the electrical examining within the division of state fire marshal of the Iowa Department of Public Safety, the following provisions shall apply:

(A) All business buildings (either erected, altered or converted for such purpose), public buildings, schools, churches, oil stations, warehouses, bulk oil plants, institutional buildings, apartment houses and all buildings except dwelling houses of not more than two (2) families, shall be wired throughout with rigid conduit, armored cable, flexible steel conduit, metal raceway, electrical metallic tubing, or electrical non-metallic tubing in accordance with NEW requirements, provided, however, that armored cable or flexible steel conduit may be used only where it is impractical to use rigid conduit or electrical metallic tubing, and further provided that in remodeling work in the buildings above mentioned, metal surface raceway may be used in remodeling, where, in the opinion of the Electrical Inspector, it is impractical to install rigid conduit or electrical metallic tubing. However, in all structures having four (4) or more dwelling units, a feeder must be installed to each dwelling unit branch circuit panel and run in conduit or electric metallic tubing. Each individual dwelling unit may be wired in metallic armored cable (BX) or non-metallic sheath cable (Romex).

(B) Basements of all dwelling houses shall be wired in rigid conduit or electric metallic tubing with the same provision for the use of armored cable or flexible steel conduit as provided in the preceding paragraph, provided that where the entrance switch or panel is on a floor other than the basement, the conduit must be continuous from such switch or panel and connect to the basement conduit. The balance of buildings used as dwelling houses for not more than two (2) families and private garages may be wired with non-metallic sheathed cable.

(C) All sign boards or poster boards shall be wired in rigid conduit or electric metallic tubing.

Section 4. Section 5-4-6 is hereby amended to read as follows

5-4-6 Permits

No electrical equipment shall be installed within or on any building, structure or premises, publicly or privately owned, nor any alterations or additions made in existing equipment, without first securing a permit therefore from the Electrical Inspector except that a permit shall not be required to construct, maintain or install any of the following classes of electrical work:

(A) Minor work and repairs where cost of material shall not exceed one hundred dollars (\$100.00).

(B) The installation, alteration or repair of electrical equipment installed by or for any electrical supply agency, for the use of such agency, in the generation, transmission, distribution or metering of electricity.

(C) Any work involved in the manufacturing, testing, servicing, altering or repairing of electrical equipment or apparatus, except that this exemption shall not include any permanent wiring.

(D) Inspections and an electrical permit are not required if all of the following conditions apply:

1. The installation is performed by a licensed Electrical Contractor, Residential Electrical Contractor or their employees.
2. The installation does not in any way involve work within a new or existing switchboard or panelboard.
3. The installation does not exceed 30 amps.
4. The installation does not exceed 277 volts, single phase.

Section 5. Section 5-6-2 is hereby amended to read as follows

5-6-2 Adoption Of Mechanical Code

After published notice and public hearing as required by law, the International Mechanical Code, ~~2015~~2021 Edition, as published by the International Code Council, Inc., but as adopted and amended from time to time by the plumbing and mechanical systems board in the Iowa Department of Public Health pursuant to Iowa Code Section 105.4(1)(a) and administrative rules issued pursuant thereto is hereby adopted in full except for such portions as may hereafter be deleted, modified or amended.

An official copy of the International Mechanical Code, ~~2015~~2021 Edition, as adopted and amended from time to time by the plumbing and mechanical systems board in the Iowa Department of Public Health, and a certified copy of this Ordinance are on file in the office of the Building Official.

Notwithstanding the provisions of said International Mechanical Code, ~~2015~~2021 Edition, as adopted and amended by the plumbing and mechanical systems board in the Iowa Department of Public Health, the provisions of Section 106.5 relating to fees shall not apply including any schedules referred to by said paragraphs. In lieu thereof, the cost of the mechanical improvements shall be included with the other costs of building improvements subject to the Building Permit Fee Schedule required by Title 5, Chapter 2, Section 2 and therefore collected as a part of the building permit fee.

The provisions of Section 109 of the International Mechanical Code are hereby amended by providing at elected officials of the City who are not full-time employees may serve on the Board of Appeals.

Section 6. Section 5-8-8 is hereby amended to read as follows

5-8-8 CODE CITATIONS IN SUPPORT OF SUBSTANDARD BUILDING STANDARDS

The following references to substandard building standards set forth in Chapter 10 of the Uniform Housing Code and set out in the left column below shall be held to mean a condition which does not meet the standards set forth in the code section or sections set forth opposite that standard:

Substandard Building Standard Support Code Section

1001.2(1)	UHC 505.1, UPC 401.2 422.0
1001.2(3)	UHC 505.3, UPC 420.0
1001.2(5)	Definitions/Chapter 4, UHC
1001.2(6)	UHC 701.1, IBC 1204.1
1001.2(8) (Ventilation only)	UHC 504

1001.2(10)	UHC 504.4, UHC 701.2
1001.2(14)	UHC 1001.2, Section 3-2-2(d)Storm Lake City Code
1001.3(2)	UHC 1001.3, Tables 2308.4.2.1(1), 2308.4.2.1(2) IBC
1001.3(3)	UHC 1001.3, Tables 2308.4.2.1(1), 2308.4.2.1(2) IBC
1001.3(5)	Table 23805.1, 2308.4.1.1(1) and 2308.4.1.1(2) IBC
1001.3(7)	Tables23807.1(1), 23807.1(2), and 2308.7.2(3) IBC
1001.3(8)	UHC 1001.3
1001.5	<u>Control Panel</u> Access IFC 605.3 IFC 603.4 Labeled IFC 605.3.1 603.4.1 Openings NEC 110.12(A) <u>Outlets</u> Covered NEC 406.6 Open Wires/Splices IFC 605.6 603.2.2 Extension Cords IFC 605.5 603.6 Proper Overcurrent Protection NEC 310.15 Electrical Service Sized To Loads Imposed NEC 230.23
1001.6	Plumbing Which Has Not Been Maintained In Good Condition UHC 1001.6 Plumbing Which Has Cross Connections Or Siphonage Between Fixtures UPC 602.0
1001.7	Water Heaters and Boilers Which Do not have the Pressure Relief Valve Piped To Within 6" To The Floor UPC 608.5 Fuel Fired Equipment Without A Shutoff Valve Installed in the Gas Piping Within 6' of the Appliance UPC 1212.6
1001.9	Buildings Not Designed For Occupancy UHC 1001.14 Improper Number of Exits Provided For Occupancy Load IBC 1006 Improper Storage Class I and II NFPA 30, Chapter 9.3.6 and 9.3.7 Flammable Containers IFC 5704.3.3 Smoke Detectors – IFC 907.2.11 Fire Alarm Systems - IFC 907.2. 8 Fire Extinguishers - IFC 906

Section 7. Section 5-9-2 is hereby amended to read as follows

5-9-2 Adoption of Residential Building Code

Pursuant to published notice and public hearing as required by law, the International Residential Code, ~~2015~~2021 Edition, published by the International Code Council, Inc. is hereby adopted in full except for such portions as may hereafter be deleted, modified or amended.

An official copy of the International Residential Code, ~~2015~~2021 Edition, as adopted, and a certified copy of this Ordinance are on file in the office of the Building Official.

(A) In accordance with the provisions of said International Residential Code, ~~2015~~2021 Edition, Section R108.2, building permit fees shall be based on the total estimated cost of construction reconstruction or repair, specifically including the estimated cost for any mechanical improvements included, and excluding the estimated costs for any plumbing or electrical work involved. The fee shall be set by Council Resolution.

(B) Foundations: Notwithstanding the provisions of the International Residential Code, 20152021 Edition, the following provisions shall apply:

1. No application for a building permit may be granted with regard to the construction of any building (except private garages, carports, sheds, ag buildings, storage buildings, or warehouses) wherein the plans and specifications do not provide for a concrete foundation at least forty-eight inches (48") below grade, four (4) #4 horizontal re-rods continuous perimeter of structure, eight inches (8") thick, with a minimum concrete strength of three thousand (3,000) psi. These minimum specifications shall apply in all instances except as provided in subsection (B)2 of this Section.

2. In lieu of the requirements set out in subsection (B)1 of this Section, the following alternatives may apply:

a. Any accessory building, as defined in the Storm Lake Municipal Zoning Ordinance, with a total floor area of ~~five hundred seventy-six (576)~~ **six hundred (600)** square feet or less, may provide for a foundation of a floating slab type, which foundation otherwise meets the support and strength requirements provided by the International Residential Code, 20152021 Edition.

b. Buildings intended for residential use, as defined in the Storm Lake Zoning Ordinance, may provide for wooden foundations otherwise meeting the strength and support requirements established by the International Residential Code, 20092021 Edition.

(C) The provisions of Section R112.3 of the International Residential Code are hereby amended by providing that elected officials of the City who are not full-time employees may serve on the Board of Appeals.

(D) The following Chapters of the 20152021 International Residential Code are hereby deleted: Chapters ~~44~~, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, (except 2904) 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 43

(E) Section R504, of the 20152021 International Residential Code is hereby deleted.

(F) Amend Table R402.2: Insert 3,000, in place of 2,500, in the severe weathering potential column.

(G) Amend R102.4 to State: "The Codes and Standards referenced in this Code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Any reference made in regard to Plumbing, Mechanical, Electrical, or Fire Codes shall be in fact construed to mean the Uniform Plumbing, International Mechanical, and International Fire Codes, as well as the National Electrical Code. When differences occur between provisions of this Code, as adopted, and referenced codes and standards, the provisions of this Code shall apply.

(H) Subsections R313.1 and R313.2 of the 20152021 International Residential Code are hereby amended by deleting said sections and inserting in lieu thereof the following:

The following structures shall be provided with automatic fire sprinkler systems installed in accordance section 2904 of the IRC, NFPA 13, NFPA 13R, NFPA 13D, or other systems listed and approved for installation in dwellings:

1. Any residential dwelling unit in which the gross square footage of the dwelling space(s), including all floor levels whether finished or unfinished and all basement areas whether finished or unfinished (exclusive of attached garage areas), that exceed 5,000 square feet.

2. Townhouse structures that contain more than 6 dwelling units.

3. Townhouse structures that exceed 14,000 square feet in gross floor area as determined above for dwelling units).

(I) Amend Chapter 11 (RE) of the 2021 International Residential Code to read as follows: Chapter 11 (IRC) The provisions of the International Energy Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency.

Section 8. Section 7-1-1 is hereby amended to read as follows

7-1-1 Adoption Of International Fire Code

The City of Storm Lake, Iowa adopts the International Fire Code, ~~2015~~, 2021 Edition, and other Standards as may be referenced therein, published by the International Code Council, Inc., as adopted and amended from time to time by the state fire marshal in the Iowa Department of Public Safety pursuant to Iowa Code Sections 100.1(5) and 100.35 and administrative rules pursuant thereto, save and except such portions as are hereinafter deleted, modified or amended by Sections 7-1-5, 7-1-6, and 7-1-7 hereof. Such Code and Standards have been and are now filed in the office of the Building Official and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Chapter shall take effect, the provision thereof shall be controlling within the limits of the City.

Section 9. Section 7-1-5 is hereby amended to read as follows

7-1-5 Establishments Of Limits In Which Storage Of Liquefied Petroleum Gases Is To Be Restricted

Section 6101.1 of the International Fire Code shall be amended as follows: Storage of liquefied petroleum gas is restricted, ~~are hereby established as follows: Within the City limits of Storm Lake, Iowa with the exception of~~ in the City of Storm Lake to the Heavy Industrial (GI) Zoning District lying east of Geisinger Road and Flindt Drive and south of the abandoned railroad right-of-way.

Section 10. Section 7-1-6 is hereby amended to read as follows

7-1-6 Establishments Of Limits Of Districts In Which Storage Of Explosives And Blasting Agents Is To Be Prohibited

Section 5601.1, of the International Fire Code is amended to read as follows: Storage of explosives and blasting agents is prohibited within the City Limits of Storm Lake, Iowa.

Section 11. Section 7-1-7 is hereby amended to read as follows

7-1-7 Amendments Made In The International Fire Code

NFPA30, Flammable and Combustible Liquids Code is amended and changed in the following respects:

Reference Chapter 23.4 of NFPA30.

Location: A flammable or combustible liquid storage tank may be located underground, either away from or under a building, if such installation meets the requirements of this Section, except that no such installation can be made in any Residential District within the City.

Chapter 4.3.2.7 of NFPA 30A, as referenced by the International Fire Code shall have the following added:

Class I or Class II liquids shall not be dispensed into the fuel tank of a motor vehicle from above ground tanks with the exception that this subsection shall prohibit the dispensing of Class I or Class II liquids in the open from a fuel dispensing system supplied by an above ground tank or tanks, not to exceed a total of 6,000 gallons in capacity at any one location, which are located in areas of the City zoned light industrial (LI) or heavy industrial (GI) and intended for fueling vehicles used in connection with a business operated by the owner or lessee of the premises providing:

- a. An inspection of the premises and operations has been made and approval granted by the Storm Lake Fire Chief.
- b. The dispensing is done on premises which are not open to the public.
- c. The tank is safeguarded against collision, spillage and overfill, to the satisfaction of the Storm Lake Fire Chief.
- d. The tank system is listed or approved for such above ground use, and the longest dimension of each tank shall be the horizontal dimension.
- e. The tank complies with the requirements for emergency relief venting, and the tank and dispensing system the electrical classification requirements of the Code.
- f. The tank or tanks are not located within forty feet (40') from any building or any property line of a parcel of land not under the ownership or lease of the operator.
- g. The tank or tanks are not located within twenty feet (20') from any tanks used to store LP gas.
- h. The tank storage shall be located completely within a concrete bunker which shall surround the tank or tanks and appurtenances and have the capacity to hold 120% of the capacity of the tank or tanks. The said bunker must be at least 3,000 psi concrete, be watertight with drain plug installed, and shall otherwise comply with the provisions of NFPA 30, Flammable and Combustible Liquids Code or the comparable provisions of NFPA 30A, as appropriate.

SECTION 13. REPEALER: All ordinances or parts of ordinances of the City of Storm Lake, Iowa in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 14. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part thereof not adjudged invalid or unconstitutional.

SECTION 15. EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 18th DAY OF OCTOBER 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Housing Rehabilitation Program 2021 - Moved by Council Member Ramos to approve setting the public hearing for an update to the exterior Housing Rehabilitation Program for November 1, 2021, at 5:00 pm at City Hall Council Chambers. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Fiber Optic Improvements – 2021 - Mayor Porsch opened the public hearing for the Fiber Optic Improvements – 2021 plans, specifications, and form of contract, stating this was the time and place for any comments. Receiving no comments from City Council or the public, the Mayor then closed the public hearing.

Depositories - Moved by Council Member Smith to adopt Resolution No. 36-R-2020-2021 naming depositories for the City of Storm Lake, Iowa. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 36-R-2021-2022

RESOLUTION NAMING DEPOSITORIES FOR THE CITY OF STORM LAKE, IOWA

BE IT RESOLVED, that the City of Storm Lake in Buena Vista County, Iowa approves the following list of financial institutions to be depositories of the City of Storm Lake funds in conformance with all applicable provisions of Iowa Code. The Designated Finance Official is hereby authorized to deposit the City of Storm Lake funds in amounts not to exceed the maximum approved for each respective financial institution as set out below.

Depository Name	Prior Maximum Balance	New Maximum Balance
Citizen's 1 st National Bank	12,000,000	18,000,000
Central Bank	12,000,000	18,000,000
IPAIT	12,000,000	18,000,000

Security Trust & Savings Bank	12,000,000	18,000,000
United Bank of Iowa	12,000,000	18,000,000

PASSED AND APPROVED this 18th day of October 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Work Session- Dredge Spoil Site Feasibility study

Casey Byers with Bolton & Menk presented a power point to the City Council on the exploration of the opportunities that exist for the spoil site, discussed ideas for how the site can be repurposed for future use, reviewed preliminary conceptual land use diagrams for different amenities on the spoil site and discussed the proposed amenity anticipated costs for the site.

City Council Requested Items – City Manager Keri Navratil announced that on November 15th, 2021, Ben Wallace will be attending the meeting to discuss the lake health update.

Council Member McKinney wants to discuss transparency we are having with the public. We need to make sure that we are publicizing and advertising that the meetings are available by video and other sources and making sure that people are informed and up to date with what is going on with the City.

Adjourn - Moved by Council Member Ibarra to adjourn at 6:01 pm. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 01/20/2022 - 02/09/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Mike's Electronics Inc	BVC	Scout Park Pump 3 VFD Repairs	7,911.18
Justin Harrington	BVC	Rock Hauling- Campground	1,693.92
Mike's Electronics Inc	BVC	Golf LS Starter	2,255.52
Control System Specialists, LLC	BVC	High Limit Control Replacement	197.00
Buena Vista County Solid Waste	BVC	Recycling	75.92
Alan Slight	BVC	March 2022 Proctoring	75.00
Buena Vista County Solid Waste	BVC	Recycling	55.12
Buena Vista County Attorney	BVC	Forfeiture (21-010581)	38.96
Buena Vista County Solid Waste	BVC	Recycling	110.84
BVC Total:			12,413.46
Contract/Agreement			
Christiansen Commercial Contracting, Inc	Contract/Agreement	Pay #6 of Radio Park LS Replacement	105,028.92
Blacktop Service Company	Contract/Agreement	Pay #5 of Expansion Blvd Pavement Improvem	70,522.10
Community Education Dept	Contract/Agreement	2nd Qtr FY2022 Agreement	26,332.17
I & S Group, Inc	Contract/Agreement	Construction Admin	10,839.99
Power Solutions, Inc	Contract/Agreement	Lights	159.00
Contract/Agreement Total:			212,882.18
Local			
MidAmerican Energy Company	Local	Electric Services	49,816.03
Loews Custom Carpets Inc	Local	Window Treatment	3,498.34
Vetter Equipment	Local	Toolcat Supplies	2,310.15
Vanish LLC	Local	Towing Services	2,200.00
Philip E Havens	Local	Legal Services	1,725.01
Larson Oil & Distributing Co, Inc	Local	Propane	1,655.75
Long Lines	Local	Fax Line & Emergency Line Service	1,514.81
Holzhauser Ford Lincoln Storm Lake Inc	Local	Cooler Repairs	1,458.10
Bomgaars Supply, Inc	Local	Supplies	1,437.22
Graffix Inc	Local	Uniforms	1,067.30
Larson Oil & Distributing Co, Inc	Local	Propane	948.70
North Lake Truck Repair	Local	Throttle Repairs	914.01
MidAmerican Energy Company	Local	Xmas Lighting Service	732.91
WalMart #01-1526	Local	Supplies	692.78
Arnold Motor Supply, LLP	Local	Supplies	667.12
Michael P. Reinert	Local	Cutting Edge Blades	614.38
Storm Lake Ace Hardware	Local	Supplies	608.25
Larson Oil & Distributing Co, Inc	Local	Propane	537.36
Graffix Inc	Local	Uniforms	450.00
Storm Lake Hydraulics Co, Inc	Local	Services	439.00
Fastenal Company	Local	Supplies	430.06
L & G Products, Inc	Local	Wattles	420.00
A & A Automotive	Local	New Tires (2)	335.24
Graham Tire	Local	Loader Tire Repair- Service Call	335.10
A & A Automotive	Local	Brake Repairs	330.58
North Lake Truck Repair	Local	Wiper Motor	647.83
Graffix Inc	Local	Uniforms	308.50
A & A Automotive	Local	Service	303.22
Vetter Equipment	Local	Mower Repairs	297.62
North Lake Truck Repair	Local	Wiper Arm	295.33
McCrea Eneterprises	Local	Stain	275.40
Storm Lake Hydraulics Co, Inc	Local	Coil	272.65
Deere Credit, Inc	Local	Solenoids & Lights	247.88
Larson Oil & Distributing Co, Inc	Local	Propane	230.19
Qwest Corporation	Local	Phone Service	228.70

My Buy Local_v1

Payment Date Range: 01/20/2022 - 02/09/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
Wiese Plumbing & Heating, Inc	Local	Ceiling Leak Repairs	224.74
Vetter Equipment	Local	Chain Saw Supplies	170.32
Iowa Office Supply Inc	Local	Supplies	165.51
Edwards Storm Lake	Local	Coolant Service- Less Tax	164.96
Buena Vista Regional Medical Center	Local	12/9/2021 Respiratory Care	160.00
A & A Automotive	Local	Alignment	159.22
Edwards Storm Lake	Local	Coolant Flush	155.16
Stanton Electric, Inc	Local	Ballast Replacement	147.42
UnityPoint Clinic	Local	11/4/2021 Heb B Vac- Inthongsay	138.00
Iowa Office Supply Inc	Local	Office Supplies	133.11
Visual Edge Inc	Local	Copier Maintenance Agreement	123.05
Reding's Gravel & Excavating Co., Inc	Local	Scale Fees	117.00
Michael P. Reinert	Local	Steel Plate	115.00
Fastenal Company	Local	First Aid Kits	113.76
Michael P. Reinert	Local	Supplies	105.00
Visual Edge Inc	Local	Copier Maintenance Agreement	100.24
Iowa Office Supply Inc	Local	Office Supplies	100.02
Graham Tire	Local	Tire	98.00
Lakeshore Cyclery & Fitness, Inc	Local	Chain Repairs	91.99
Stanton Electric, Inc	Local	Lights	88.50
Edwards Storm Lake	Local	Fuse Replacement	77.35
A & A Automotive	Local	Service	76.62
Marilyn Fields	Local	March 2022 Proctoring	75.00
Fastenal Company	Local	Supplies	69.77
Visual Edge Inc	Local	Copier Maintenance Agreement	69.49
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	67.86
A & A Automotive	Local	Service P15	67.63
Visual Edge Inc	Local	Copier Maintenance Agreement	62.00
A & A Automotive	Local	ABS Light Repairs- Less Tax	61.24
Hy-Vee, Inc	Local	Supplies	60.97
Visual Edge Inc	Local	Coper Maintenance Agreement	108.17
Michael P. Reinert	Local	CO2	45.00
Iowa Office Supply Inc	Local	Plaque	43.35
Color-ize Inc	Local	Posters	42.00
Michael P. Reinert	Local	Supplies	38.98
North Lake Truck Repair	Local	Wiper Blades	32.70
Vetter Equipment	Local	Chainsaw Supplies	25.00
Iowa Office Supply Inc	Local	Supplies	29.04
Michael P. Reinert	Local	Supplies	11.95
Fastenal Company	Local	Cable Ties	10.85
Iowa Office Supply Inc	Local	Office Supplies	9.28
Fastenal Company	Local	Supplies	14.32
Storm Lake Cycles, Inc	Local	Rope	3.58
Fastenal Company	Local	Supplies	3.43
Vetter Equipment	Local	Light	2.70
Iowa Office Supply Inc	Local	Office Supplies	-69.20
		Local Total:	81,955.60
Non-Local			
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	19,030.91
Iowa Public Employees	Non-Local	IPERS withholdings	17,246.47
EWT Holding III Corp	Non-Local	Bioxide	16,768.38
EFTPS	Non-Local	Federal withholding taxes	28,358.99
Hawkins, Inc	Non-Local	Chemicals	8,306.30
Electric Pump Inc	Non-Local	Pump Repairs	6,663.20
Treasurer State of Iowa	Non-Local	State withholding taxes	6,525.47
Mississippi Lime Company	Non-Local	Lime	37,887.88
Hawkins, Inc	Non-Local	Chemicals	5,619.02
EFTPS	Non-Local	Federal withholding taxes	4,780.20
Electric Pump Inc	Non-Local	Sleeve	3,851.60
Rice Signs LLC	Non-Local	Signs	3,704.25

My Buy Local_v1

Payment Date Range: 01/20/2022 - 02/09/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
Burke Engineering Sales Company	Non-Local	Metal Door	2,827.00
Rock River Arms Inc	Non-Local	Handguard	2,820.00
Utility Equipment Co	Non-Local	Clamps	2,579.38
Rehab Systems Inc	Non-Local	Storm Sewer Televising	2,360.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	2,091.45
Petersen Manufacturing	Non-Local	Concrete Bench Spares	1,778.25
Martin Marietta Materials, Inc	Non-Local	Rock	1,669.40
SCE, LLC	Non-Local	Water Leak- 5th & Lake Ave	1,600.00
Linde Inc	Non-Local	Carbon Dioxide	1,581.34
Ziegler, Inc	Non-Local	Battery Charger @ Memorial	1,503.55
SCE, LLC	Non-Local	Water Leak- 5th & Oats	1,500.00
Rehab Systems Inc	Non-Local	Storm Sewer Services- to Oneida	1,475.00
SCE, LLC	Non-Local	Water Leak- WWTP	1,444.67
Utility Equipment Co	Non-Local	Clamps	1,285.84
W. W. Grainger, Inc	Non-Local	Switch	1,277.40
Electric Pump Inc	Non-Local	Probe	1,215.84
Rehab Systems Inc	Non-Local	Storm Sewer Cleaning- 8th Street & Mil to One	1,180.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	3,303.10
Ed M. Feld Equipment Company, Inc	Non-Local	SCBA Repairs	1,038.59
Pitney Bowes Inc	Non-Local	Postage	1,000.00
Rehab Systems Inc	Non-Local	Emergency Jet Vac Services	885.00
Petersen Manufacturing	Non-Local	Concrete Bench	1,713.30
SGS, LLC	Non-Local	Garbage Services	854.75
W. W. Grainger, Inc	Non-Local	Duct	839.19
Eagle Engraving, Inc	Non-Local	Updated Identification System	800.05
SCE, LLC	Non-Local	Water Leak- Landfill	800.00
Utility Equipment Co	Non-Local	Clamp	756.02
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	750.00
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	2,250.00
Utility Supply of America, Inc	Non-Local	Supplies	722.82
Municipal Supply, Inc	Non-Local	Meter Supplies	702.05
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	648.50
SCE, LLC	Non-Local	Water Leak- Flint Drive	645.00
ZOLL Medical Corporation	Non-Local	Electrode Pads	574.60
Utility Supply of America, Inc	Non-Local	Traffic Barricades	481.80
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	458.75
Mass Mutual	Non-Local	457 plan withholding	450.00
Iowa Division of Labor	Non-Local	Boiler Inspection	405.00
Twin Rivers Media, LLC	Non-Local	Advertising	400.00
Dale Vitito	Non-Local	Uniforms	368.69
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	734.00
Vermeer Sales & Service, Inc	Non-Local	Cutting Tooth	365.55
Alpha Wireless Communications	Non-Local	Radio- Schlesser	340.60
Ziegler, Inc	Non-Local	Coolant Heater Repairs	307.38
Association of Concert Bands, Inc	Non-Local	2022 Membership	290.00
Iowa Public Employees	Non-Local	IPERS withholdings	260.72
Gene by Gene, Ltd	Non-Local	Forensic Array	250.00
Burke Engineering Sales Company	Non-Local	Door Supplies	246.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	235.50
Med-Tech Resources, Inc	Non-Local	Masks	200.28
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	176.25
ULINE	Non-Local	Key Cabinet	337.91
Med-Tech Resources, Inc	Non-Local	Gloves	157.93
Johnston Automotive & Industrial of Spenc	Non-Local	Battery	147.79
Michael Todd & Company, Inc	Non-Local	Rubber Deflector	143.01
Iowa Division of Labor	Non-Local	Boiler Inspection	135.00
Golf Course Superintendents Association o	Non-Local	2022 Membership	125.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	121.00
W. W. Grainger, Inc	Non-Local	Charts	118.17
Cintas First Aid & Safety	Non-Local	First Aid Supplies	108.19
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	102.80

My Buy Local_v1

Payment Date Range: 01/20/2022 - 02/09/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
ABC Pest Control, Inc	Non-Local	Pest Control Service	100.00
Collection Services Center	Non-Local	Child Support payments	91.49
Ziegler, Inc	Non-Local	Casino LS Filter Element Replacement	90.40
Iowa Lakes Regional Water	Non-Local	December 2021 Water Service	78.31
Steven A Beeck	Non-Local	Window Cleaning Services	41.00
Cintas First Aid & Safety	Non-Local	First Aid Supplies	38.05
Ahlers & Cooney, P.C.	Non-Local	FB Amendment Legal Services	36.50
Ace Sign Displays	Non-Local	Parks Sign	35.00
Iowa Chapter of Plumbing & Mechanical O	Non-Local	FY2022 Membership- Olesen	30.00
Ahlers & Cooney, P.C.	Non-Local	Labor Relations	26.00
Johnston Automotive & Industrial of Spenc	Non-Local	Washer Fluid	8.06
Mississippi Lime Company	Non-Local	Lime Credit Memo	-6,508.10
Non-Local Total:		208,748.79	
Payroll/Refunds			
AFLAC	Payroll/Refunds	Aflac withholdings	527.21
ND Child Support Division	Payroll/Refunds	Child Support payments	296.31
Joshua Fevold	Payroll/Refunds	Training Reimbursement	293.52
Scott Mack	Payroll/Refunds	Decommissioning P-4	270.25
Paul Heide	Payroll/Refunds	Mailbox Reimbursement	112.81
Nelda Kirkholm	Payroll/Refunds	Rapid COVID Test Reimbursement	99.90
Jose Cota	Payroll/Refunds	Shelter House COVID Refund	80.00
AFLAC	Payroll/Refunds	Aflac withholdings	36.03
Mitchell Fritz	Payroll/Refunds	1/12/2022 Training Reimb	32.00
Chadwick Mason	Payroll/Refunds	1/7/2022 CDL Reimbursement	32.00
Iowa District Court	Payroll/Refunds	Court Garnishment	25.00
Payroll/Refunds Total:		1,805.03	
Grand Total:		517,805.06	

Staff Summary

11/1/2021

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	\$ 13,831.06
Contract/Agreement	\$ 753,366.58
Local	\$ 90,776.13
Non- Local	\$ 95,621.66
Payroll/Refunds/Pyrl Tax & Ins	\$ 277,110.28
Total Expenses	\$ 1,230,705.71
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
 Project Activity Report	Backup Material

Storm Lake, IA

Payment Date Range: 10/21/2021 - 11/03/2021



Vendor Name	Vendor Number	Payable Description	Total Payments
BVC			
Buena Vista County Attorney	001144	Case 20-053895 Forfeiture Fees	209.92
Buena Vista County Extension	001340	Applicator Liceses	500.00
Buena Vista County Solid Waste	001035	City Wide Cleanup	1,623.60
Control System Specialists, LLC	001013	Circ pump Installation	497.54
Hare Painting & Sandblasting	001482	Hydrant Painting	11,000.00
		BVC Total:	13,831.06
Contract/Agreement			
Bainbridge Construction LLC	001807	Pay #FINAL of 4th & Oats SW Improvements	26,327.28
Christiansen Commercial Contracting, Inc	002012	Pay #5 Radio Park LS	34,532.50
Emmons & Olivier Resources, Inc	001123	Construction Admin	1,459.25
Hulstein Excavating Inc	001355	Pay #6 of Oneida Reconstruction	601,812.56
I & S Group, Inc	001103	Water Study Services	18,477.84
John Healy	001020	Pay #5 of 4th & Barton	15,091.99
K & W Electric, Inc	001920	Pay #3 of Runway 13/31 Lighting Replacement	684.00
Local Government Professionals Services, ll	001346	Grant Admin & Technical Admin	7,912.00
Molitor Construction LLC	002098	Pay #01 of SLHS Courtyard Project	44,913.62
Power Solutions, Inc	001465	Light Repairs	91.79
Smith Concrete Service Inc	001134	Concrete	2,063.75
		Contract/Agreement Total:	753,366.58
Local			
Arnold Motor Supply, LLP	001007	Supplies	293.17
Bomgaars Supply, Inc	001151	Supplies	2,374.74
Buena Vista Regional Medical Center	001124	9/28/2021- Dutfield Testing Services	71.00
Color-ize Inc	001027	Backdrop	1,246.40
Dianne Johnson	001029	Disposal- Restitution	35.00
Edwards Storm Lake	001114	Services	215.72
Fastenal Company	001033	Supplies	101.01
Graffix Inc	001187	Uniforms	267.50
Holzhauser Ford Lincoln Storm Lake Inc	001887	Transmission P12	4,533.16
Iowa Office Supply Inc	001037	Headset	291.52
Larson Oil & Distributing Co, Inc	001178	Fuel	2,533.60
Michael P. Reinert	001079	Fabrication of Aluminum Angle	1,759.05
MidAmerican Energy Company	001074	Electric Services	66,518.66
North Lake Truck Repair	001177	Tires	2,974.99
Paxtons Jewelry	001143	Clock- Jones	125.00
Philip E Havens	001019	Legal Services	4,856.67
Plumbing & Heating Wholesale, Inc	001126	Bushings	21.21
Rent-All, Inc	001210	Scissor Lift Rental	311.00
Rolloff Dumpster Rental of Iowa Inc	002114	Dumpster Services- Cleanup	270.00
Rust Publishing NWIA, LLC	001493	Publications	116.82
Smokin Hereford LLC	001704	Supplies	104.89
Stanton Electric, Inc	001264	Outlet Installation	829.16
Storm Lake Bakery	001284	Supplies	15.00
Storm Lake Industrial Corporation	001198	Wellness Supplies	120.00
The Bridge of Storm Lake	002036	Supplies	60.34
The Storm Lake Times	001214	FY2022 Subscription- CH	79.95
Vetter Equipment	001098	Blades	26.39
Wede Lock Service	001630	Keys	51.00
Wiese Plumbing & Heating, Inc	001302	Services	573.18
		Local Total:	90,776.13

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Non-Local			
ABC Pest Control, Inc	001078	Pest Control Services	200.00
Alpha Wireless Communications	001105	Battery	592.15
American Water Works Association	001503	FY2022 Membership	406.00
Aurelia Lumber Company Inc	001827	Supplies	36.00
Central Iowa Distributing, Inc	001026	Cleaning Supplies	174.00
Cintas First Aid & Safety	001094	First Aid Supplies	116.07
Dale Vitito	001061	Flashlights	3,216.57
Digital Ally Inc	001394	Chest Cams	1,045.00
Electric Pump Inc	001032	Serviced Pump	1,139.20
Elliot Equipment Company	001681	Coupler, Clamp & Supplies	704.83
Environmental Products & Accessories, LLC	002063	Supplies	1,183.39
EWT Holding III Corp	001293	Bioxide	15,932.07
Hach Company	001034	Testing Supplies	513.39
Holiday Inn Des Moines Airport	001488	Hotel Stay- Gibbins	224.00
ICMA Membership Renewals	001399	FY2022 Membership- Navratil #521044	1,956.19
Imagine the Possibilities, Inc	001883	Janitorial Services	800.00
Iowa Dept of Justice	001350	Case #20-053895 Forfeiture Fees	93.30
Iowa Lakes Regional Water	001073	Water Service	76.77
Iowa League of Cities	001117	FY2022 Budget Workshop Registration- Gibbin	50.00
Iowa Pump Works	001934	Check Valve	1,565.31
Jeff Koenig	001133	Portable Toilet Services	260.00
LES Industries Fournier Inc	001203	Blades	4,186.60
Marcus Lumber Company Corp	002011	Stakes & Supplies	141.92
Mississippi Lime Company	001095	Lime	5,920.64
MW Watermark, LLC	001772	Plates	13,455.00
National Tactical Officers Association	001930	Registration- McDonald	749.00
Petersen Manufacturing	001088	Bench & Planque- O'Donnell	529.65
Police Records & Information Management	001994	Registration- Diekman	149.00
Positive Promotion, Inc	002113	Supplies	772.45
R & R Products, Inc	001299	Supplies	375.00
Rice Signs LLC	001446	Signs	1,933.06
Schumacher Elevator Company	001200	Elevator Maintenance	220.67
Shield Technology Corporation	001431	ShieldWare RMS Software Subscription	3,037.50
State Hygienic Laboratory	001595	Beach Testings	309.00
Toyne, Inc	001277	Air Module Replacement #74	752.20
Troy Westrum Inc.	001372	Leak Detection Survey	3,400.00
US Peroxide, LLC	001122	Facility & Maintenance Agreement	750.00
Van Meter Inc	001467	Oil Seal	47.45
W. W. Grainger, Inc	001085	Pump Lever	770.28
YMKER Insulation Inc	002109	Insulation	27,838.00
		Non-Local Total:	95,621.66
Payroll/Refunds			
Curtis B. Christiansen	001778	Water Grade 2 Cert Fee Reimb	110.00
Custodian of Petty Cash	001602	Investigation Supplies	2,500.00
Iowa District Court	002065	Court Garnishment	25.00
Matthew Younie	001650	Uniform Alternation Reimb	19.26
Phackakchay Noah Inthongsay	002048	10/5/2021 Travel Reimb	166.88
Rhonda Hayes	001587	10/1/2021 Travel Reimb	139.00
Stephan Hamer	001529	Grade 2 WTP Operator Certification Fee	110.00
Travis Beeck	002079	9/28/2021 Travel Reimb	166.88
Tyler Gibbins	001421	Fall IMFOA Conf Reimb- Gibbins	207.68
		Payroll/Refunds Total:	3,444.70
		Grand Total:	957,040.13

Staff Summary

11/1/2021

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: Brian Oakleaf, Finance Director

SUBJECT: **Submission and Acknowledgement of the FY 2021 Street Finance Report**

BACKGROUND: The Code of Iowa, Chapter 312, Section 14, requires the submission of an annual Street Finance Report to the Iowa Department of Transportation. This report includes all activity for the fiscal year in the Road Use Tax Fund, as well as an accounting of other street related revenues and expenses. For the purposes of this report, any use of Storm Water funds attached to street projects is also included. This report must be presented to City Council as the official 2020-2021 Fiscal Year Street Finance Report.

FISCAL IMPACT: There is no financial impact unless the report is not approved and submitted in a timely manner, in which case the City would not receive their allocations of Road Use Tax dollars until such time as the report was submitted and approved by the State of Iowa.

RECOMMENDATION: Acknowledge submission of the FY2021 Street Finance Report

ATTACHMENTS:

Description	Type
📎 FY 2021 SFR	Backup Material



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

Storm Lake

10/27/2021 2:47:28 PM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$386,591					\$386,591
Benefits - Roads/Streets		\$2,781					\$2,781
Training & Dues		\$15					\$15
Building & Grounds Maint. & Repair		\$11,292					\$11,292
Vehicle & Office Equip Operation and Repair		\$45,274					\$45,274
Other Utilities		\$16,686					\$16,686
Technology Expense		\$7,006					\$7,006
Other Contract Services		\$131,124					\$131,124
Other Supplies		\$69,806					\$69,806
Vehicles		\$29,575					\$29,575
Heavy Equipment		\$224,566					\$224,566
Principal Payment				\$150,000			\$150,000
Interest Payment				\$2,250			\$2,250
Bond Registration Fees				\$458			\$458
Transfer Out		\$577,000	\$130,000				\$707,000
Street Lighting		\$174,163					\$174,163
Traffic Control/Safety		\$21,537					\$21,537



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

Storm Lake

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Snow Removal		\$254,751					\$254,751
Total		\$1,952,167	\$130,000	\$152,708			\$2,234,875



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

Storm Lake

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Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$0		\$0	\$158,607			\$158,607
State Revenues - Road Use Taxes		\$1,586,569					\$1,586,569
Charges/fees		\$12,138				\$0	\$12,138
Transfer In		\$130,000			\$577,000		\$707,000
Total	\$0	\$1,728,707	\$0	\$158,607	\$577,000	\$0	\$2,464,314



Bureau of Local Systems

Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

Storm Lake

10/27/2021 2:47:28 PM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
Erie Street Bond	\$150,000	\$150,000	\$2,250	\$150,000	\$2,250	\$0



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

Storm Lake

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Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Bobcat 5610	2017	Purchased	\$56,278	No Change
Western Star 4700SF	2017	Purchased	\$145,000	No Change
Volvo Wheel Loader	2019	Purchased	\$122,900	No Change
Chevy Silverado	2018	Purchased	\$41,872	No Change
International 7400 Plow Truck	2014	Purchased	\$67,600	No Change
Sterling Tandem Dump Truck	2002	Purchased	\$69,995	No Change
Stump Grinder	2011	Purchased	\$30,324	No Change
ALF Condor Lite Sweeper Truck	2008	Purchased	\$195,000	No Change
Backhoe Hammer	2011	Purchased	\$11,500	No Change
Chevy CC850 Dump Truck	2003	Purchased	\$74,055	No Change
Ford F313 Truck	2003	Purchased	\$31,125	No Change
Freightliner 2 Ton Truck	2008	Purchased	\$70,000	No Change
Komatsu WA250 Loader	2002	Purchased	\$98,725	No Change
Freightliner FL80 Truck	2002	Purchased	\$57,177	No Change
Chevy C/8500 Truck	1999	Purchased	\$67,000	No Change
John Deere 624G Loader	1997	Purchased	\$61,638	No Change
International 4700 Truck	1997	Purchased	\$36,607	No Change
Caterpillar 930 Endloader	1984	Purchased	\$74,500	No Change
Chevy Kodiak Truck	1995	Purchased	\$41,703	No Change
Chevy 3500 Truck	1995	Purchased	\$18,698	No Change
Chevy 3500 Truck	1990	Purchased	\$15,000	No Change



City Street Finance Report

Fiscal Year 2021

Bureau of Local Systems

Storm Lake

Ames, IA 50010

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Description	Model Year	Usage Type	Cost	Purchased Status
Kubota B300 Asphalt Roller	1991	Purchased	\$16,280	No Change
Chevy C/70 Truck	1988	Purchased	\$21,984	No Change
Chevy C/70 Truck	1986	Purchased	\$20,000	No Change
Chevy C/70 Truck	1983	Purchased	\$67,738	No Change
Chevy C/70 Truck	1990	Purchased	\$22,995	No Change
Chevy 3500 Truck	1992	Purchased	\$14,327	No Change
John Deere 6300 Tractor	1997	Purchased	\$36,692	No Change
Case 580 Backhoe	1993	Purchased	\$34,307	No Change
John Deere 672CH II Road Grader	2004	Purchased	\$155,900	No Change
Ford F550 Truck	2012	Purchased	\$29,575	New
Rotary Brush Clearer	2020	Purchased	\$9,000	New
Kenworth Snow Plow	2011	Purchased	\$79,900	New



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

Storm Lake

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Street Projects

Project Description	Contract Price	Final Price	Contractor Name
4th and Barton	\$591,583	\$591,583	Healy Excavating
Oneida Street Improvements Phase 1	\$1,905,092	\$1,905,092	Hulstein Ecavating, Inc.



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

Storm Lake

10/27/2021 2:47:28 PM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$1,354,287	\$290,183	\$29,495	\$0	\$0	\$1,673,965
SubTotal Expenses (-)		\$1,375,167		\$152,708			\$1,527,875
Transfers Out (-)		\$577,000	\$130,000				\$707,000
Subtotal Revenues (+)	\$0	\$1,598,707	\$0	\$158,607		\$0	\$1,757,314
Transfers In (+)		\$130,000			\$577,000		\$707,000
Ending Balance	\$0	\$1,130,827	\$160,183	\$35,394	\$577,000	\$0	\$1,903,404

Resolution Number:

Execution Date:

Signature:

Staff Summary

11/1/2021

Agenda Item # D.



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: **SLPD City Code Enforcement Summary**

BACKGROUND: 10/18/2021 to 10/26/2021

12 total

Accumulate Trash – 2
Tall Grass and Weeds – 6
Accumulate Junk – 2
Grass Clippings in the street – 1
Junk Vehicle – 1

Citations - 5

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

11/1/2021

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: Chris Cole, Police Chief

SUBJECT: **Ordinance No. 05-O-2020-2021 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 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

11/1/2021

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: Brian Oakleaf, Finance Director

SUBJECT: **Motion to Approve Outdoor Water Park Season Pass Special**

BACKGROUND: Amy Von Bank, General Manager of King's Pointe Resort, will present a Black Friday Sale for Season Passes at the Outdoor Waterpark. As the Outdoor Waterpark serves as the Municipal Pool, any rate change must be approved by City Council.

FISCAL IMPACT: As discussed.

RECOMMENDATION: Approve Motion.

Staff Summary

11/1/2021

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: Brian Oakleaf, Finance Director

SUBJECT: **Motion To Approve FY 2021 Urban Renewal Report**

BACKGROUND: Each year, the City Council must approve the Annual Urban Renewal Report before December 1. If the City does not complete this report, we will not be able to adopt the yearly budget.

This report covers the five Urban Renewal Areas with reportable activity during the reporting timeframe:

Storm Lake Industrial Park which encompasses the area of Project AWAYSSIS, the McKenna Addition, industrial areas from Flindt Drive along Expansion Blvd. to Hwy 71, the condo site, and development areas along Hwy 7 from Flindt Drive to Hwy 71.

North #1 Bargloff Urban Renewal area includes Bargloff Roads, Pizza Ranch and Dollar Tree.

LMI #3 Housing Urban Renewal Area includes The Reserves housing development.

LMI #4 Housing Urban Renewal Area includes the 10th Street Townhomes.

Storm Lake 3rd Addition - This was the sixth reportable year for this area and this current fiscal year will be the last. Once we wrap this area up, we will have just over \$167,000 in funds set aside for community LMI projects and soon there will be nearly \$70,000 each year hitting the property tax rolls.

FISCAL IMPACT: Each section of the report gives an in-depth reporting of all activity in the area, including associated debt, expenses, rebate payments and revenues. Please note that, for the purposes of this report,

"Debt" includes not only the principal on associated Bonds, but also the anticipated TOTAL interest due for the life of the Bond, any future rebate agreement Not-To-Exceed amounts as well as any legal, infrastructure or miscellaneous costs that are treated as internal loans, and therefore, "debt" the City owes itself.

For 2021, we collected \$811,714 of Increment Revenue, up just over 12% from 2020 and had just over \$543,000 in Urban Renewal Area Expenditures, of which only \$38,864 (7.2%) went to Developers in the form of tax rebates. Our total TIF multi-fund balance stands at -\$80,772.

A final item of note is the listed "Increment" for each area. Our Urban Renewal areas have created around \$28,000,000 in additional taxable value, with the City down to around \$13.5M in debt and obligations.

The South School URA is not listed as no Incremental Revenue has been received.

RECOMMENDATION: Review and approve the FY 2021 Urban Renewal Report for submission to the State of Iowa.

ATTACHMENTS:

Description		Type
	2021 Urban Renewal Report	Financial Report

Annual Urban Renewal Report, Fiscal Year 2020 - 2021

Levy Authority Summary

Local Government Name: STORM LAKE
Local Government Number: 11G091

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
STORM LAKE INDUSTRIAL PARK URBAN RENEWAL	11001	5
NORTH #1 BARGLOFF URBAN RENEWAL	11008	7
#3 LMI HOUSING URBAN RENEWAL	11009	1
#4 LMI HOUSING URBAN RENEWAL	11010	1
STORM LAKE CITY/3RD ADDITION URBAN RENEWAL	11011	2

TIF Debt Outstanding: 13,974,153

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020:	-511,410	16,194	Amount of 07-01-2020 Cash Balance Restricted for LMI
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TIF Revenue:	811,714
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	13,803
Asset Sales & Loan Repayments:	148,500
Total Revenue:	974,017

Rebate Expenditures:	38,864
Non-Rebate Expenditures:	504,515
Returned to County Treasurer:	0
Total Expenditures:	543,379

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021:	-80,772	161,301	Amount of 06-30-2021 Cash Balance Restricted for LMI
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**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance:** 13,511,546

Urban Renewal Area Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE INDUSTRIAL PARK URBAN RENEWAL
 UR Area Number: 11001

UR Area Creation Date: 09/1991

UR Area Purpose: The purpose of this urban renewal area is to eliminate blighting influences and to promote revitalization.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM	110077	110078	6,617,639
STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM	110089	110090	9,991,462
STORM LAKE CITY AG/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM	110091	110092	33,970
STORM LAKE CITY AG/STORM LAKE SCH/S L INDUSTRIAL PARK 3 INCREM	110116	110117	0
STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK 3 INCREM	110118	110119	0

Urban Renewal Area Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	76,100	3,122,840	15,851,992	12,016,610	0	-5,556	31,372,206	0	31,372,206
Taxable	62,008	1,719,879	14,266,793	10,814,949	0	-5,556	27,079,103	0	27,079,103
Homestead Credits									22

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020: -500,506 0 **Amount of 07-01-2020 Cash Balance Restricted for LMI**

TIF Revenue: 544,722
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 544,722

Rebate Expenditures: 0
 Non-Rebate Expenditures: 287,815
 Returned to County Treasurer: 0
Total Expenditures: 287,815

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021: -243,599 0 **Amount of 06-30-2021 Cash Balance Restricted for LMI**

Projects For STORM LAKE INDUSTRIAL PARK URBAN RENEWAL

Indoor Waterpark

Description:	Building of Indoor Waterpark - Part of Project AWAYSIS
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Outdoor Waterpark

Description:	Building of an Outdoor Waterpark - Part of Project AWAYSIS
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Family Playground

Description:	Building of a Family Playground near the beach and waterparks - Part of Project AWAYSIS
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Lighthouse

Description:	Building of a Lighthouse Observatory Tower on Storm Lake - Part of Project AWAYSIS
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Golf Course

Description:	Renovation of Existing Golf Course
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Campground/Cottages

Description:	Remodeling of Existing Sites and addition of 4 Cottages
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Hotel

Description:	Building of a 100 Room Hotel with Full Service Restaurant and indoor/outdoor waterpark
--------------	--

Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Schultz Property

Description:	Land for Commercial Development
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

Meridian

Description:	Job creation
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For STORM LAKE INDUSTRIAL PARK URBAN RENEWAL

3.825M GO Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,625,002
Interest:	128,220
Total:	1,753,222
Annual Appropriation?:	No
Date Incurred:	02/01/2012
FY of Last Payment:	2025

3.545M GO Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,080,000
Interest:	302,050
Total:	2,382,050
Annual Appropriation?:	No
Date Incurred:	06/05/2015
FY of Last Payment:	2026

Hotel-TIF Portion of Property Taxes

Debt/Obligation Type:	Other Debt
Principal:	156,160
Interest:	0
Total:	156,160
Annual Appropriation?:	Yes
Date Incurred:	07/01/2008
FY of Last Payment:	2025

1.34 GO Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,005,000
Interest:	34,328
Total:	1,039,328
Annual Appropriation?:	No
Date Incurred:	05/10/2016
FY of Last Payment:	2027

Hotel Infastructure/Refurbish

Debt/Obligation Type:	Internal Loans
Principal:	100,000
Interest:	0
Total:	100,000
Annual Appropriation?:	Yes
Date Incurred:	06/30/2017
FY of Last Payment:	2023

Condo Site Infastructure

Debt/Obligation Type:	Internal Loans
Principal:	122,698

Interest:	0
Total:	122,698
Annual Appropriation?:	Yes
Date Incurred:	07/01/2018
FY of Last Payment:	2022

6.89M Hotel Revenue GO

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	5,975,000
Interest:	2,135,375
Total:	8,110,375
Annual Appropriation?:	No
Date Incurred:	12/01/2015
FY of Last Payment:	2035

Non-Rebates For STORM LAKE INDUSTRIAL PARK URBAN RENEWAL

TIF Expenditure Amount:	19,631
Tied To Debt:	6.89M Hotel Revenue GO
Tied To Project:	Hotel
TIF Expenditure Amount:	0
Tied To Debt:	3.545M GO Bond
Tied To Project:	Schultz Property
TIF Expenditure Amount:	6,982
Tied To Debt:	3.825M GO Bond
Tied To Project:	Outdoor Waterpark
TIF Expenditure Amount:	156,160
Tied To Debt:	Hotel-TIF Portion of Property Taxes
Tied To Project:	Schultz Property
TIF Expenditure Amount:	4,631
Tied To Debt:	1.34 GO Bond
Tied To Project:	Hotel
TIF Expenditure Amount:	100,000
Tied To Debt:	Hotel Infastructure/Refurbish
Tied To Project:	Hotel
TIF Expenditure Amount:	411
Tied To Debt:	Condo Site Infastructure
Tied To Project:	Schultz Property

♣ Annual Urban Renewal Report, Fiscal Year 2020 - 2021

All of the debt listed has been certified to the County Auditor as TIF Debt, but portions of the Debt are also paid by Hotel Revenue, Local Option Sales Tax, and Hotel / Motel Tax.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2021

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM
 TIF Taxing District Inc. Number: 110078
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 2007
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2025

UR Designation	
Slum	No
Blighted	07/2010
Economic Development	10/1991

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,649,960	5,136,390	0	0	8,786,350	0	8,786,350
Taxable	0	0	3,284,964	4,622,751	0	0	7,907,715	0	7,907,715
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	2,168,711	6,617,639	6,617,639	0	0

FY 2021 TIF Revenue Received: 212,942

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM
 TIF Taxing District Inc. Number: 110090
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2025

UR Designation	
Slum	No
Blighted	07/2010
Economic Development	07/2010

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,122,840	12,202,032	6,880,220	0	-5,556	22,509,756	0	22,509,756
Taxable	0	1,719,879	10,981,829	6,192,198	0	-5,556	19,109,380	0	19,109,380
Homestead Credits									22

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	12,523,850	9,991,462	9,991,462	0	0

FY 2021 TIF Revenue Received: 331,006

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
TIF Taxing District Name:	STORM LAKE CITY AG/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM
TIF Taxing District Inc. Number:	110092
TIF Taxing District Base Year:	2003
FY TIF Revenue First Received:	2009
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2029

UR Designation	
Slum	No
Blighted	07/2010
Economic Development	07/2010

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	76,100	0	0	0	0	0	76,100	0	76,100
Taxable	62,008	0	0	0	0	0	62,008	0	62,008
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	42,130	33,970	33,970	0	0

FY 2021 TIF Revenue Received: 774

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
TIF Taxing District Name:	STORM LAKE CITY AG/STORM LAKE SCH/S L INDUSTRIAL PARK 3 INCREM
TIF Taxing District Inc. Number:	110117
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	2016
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	17,370	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
TIF Taxing District Name:	STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK 3 INCREM
TIF Taxing District Inc. Number:	110119
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	440,690	0	0	0	0

FY 2021 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: NORTH #1 BARGLOFF URBAN RENEWAL
 UR Area Number: 11008

UR Area Creation Date: 08/2010

UR Area Purpose: The purpose of this Urban Renewal Area is to stimulate private investment in new commercial and industrial development.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM	110101	110102	4,041,423
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM	110104	110105	191,403
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM	110108	110109	259,860
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF 4 INCREM	110110	110111	557,219
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF 5 INCREM	110112	110113	1,036,803
STORM LAKE CITY AG/STORM LAKE SCH/NORTH #1 BARGLOFF 6 INCREM	110114	110115	0
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREMENT	110124	110125	890,090

Urban Renewal Area Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	451,240	9,443,170	4,179,660	0	0	14,229,860	0	14,229,860
Taxable	0	248,517	8,498,853	3,761,694	0	0	12,620,065	0	12,620,065
Homestead Credits									1

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020: **66,346** **0** **Amount of 07-01-2020 Cash Balance Restricted for LMI**

TIF Revenue: 230,050
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 11,232
 Asset Sales & Loan Repayments: 0
Total Revenue: 241,282

Rebate Expenditures: 34,063
 Non-Rebate Expenditures: 216,700
 Returned to County Treasurer: 0
Total Expenditures: 250,763

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021: **56,865** **0** **Amount of 06-30-2021 Cash Balance Restricted for LMI**

Projects For NORTH #1 BARGLOFF URBAN RENEWAL

Harvest International Development

Description:	Construction of a New Manufacturing and Office Facility
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Pizza Ranch

Description:	Water Lines and Legal Fees for TIF and Development Agreement
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Dollar Tree

Description:	Construction of New Retail Strip Mall
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For NORTH #1 BARGLOFF URBAN RENEWAL

Legal Services

Debt/Obligation Type:	Other Debt
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	10/29/2018
FY of Last Payment:	2019

Dollar Tree Rebate

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	05/16/2016
FY of Last Payment:	2028

2.685M Bargloff TIF Bond

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	06/01/2019
FY of Last Payment:	2031

Non-Rebates For NORTH #1 BARGLOFF URBAN RENEWAL

TIF Expenditure Amount:	216,700
Tied To Debt:	2.685M Bargloff TIF Bond
Tied To Project:	Harvest International Development

Rebates For NORTH #1 BARGLOFF URBAN RENEWAL

1515 Lake Ave. N

TIF Expenditure Amount:	34,063
Rebate Paid To:	Storm Lake Development Group. LLC
Tied To Debt:	Dollar Tree Rebate
Tied To Project:	Dollar Tree
Projected Final FY of Rebate:	2028

Jobs For NORTH #1 BARGLOFF URBAN RENEWAL

Project:	Dollar Tree
Company Name:	Storm Lake Development Group
Date Agreement Began:	05/16/2016
Date Agreement Ends:	10/01/2028
Number of Jobs Created or Retained:	27
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	1,700,000
Total Estimated Cost of Public Infrastructure:	0

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: NORTH #1 BARGLOFF URBAN RENEWAL (11008)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM
 TIF Taxing District Inc. Number: 110102
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2032

UR Designation	
Slum	No
Blighted	No
Economic Development	08/2010

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,070,630	2,419,840	0	0	4,490,470	0	4,490,470
Taxable	0	0	1,863,567	2,177,856	0	0	4,041,423	0	4,041,423
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	34,720	4,041,423	4,041,423	0	0

FY 2021 TIF Revenue Received: 135,596

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: NORTH #1 BARGLOFF URBAN RENEWAL (11008)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM
 TIF Taxing District Inc. Number: 110105
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: 2014
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	212,670	0	0	0	212,670	0	212,670
Taxable	0	0	191,403	0	0	0	191,403	0	191,403
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	18,383	191,403	191,403	0	0

FY 2021 TIF Revenue Received: 6,159

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	NORTH #1 BARGLOFF URBAN RENEWAL (11008)
TIF Taxing District Name:	STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM
TIF Taxing District Inc. Number:	110109
TIF Taxing District Base Year:	2010
FY TIF Revenue First Received:	2014
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	343,680	0	0	0	343,680	0	343,680
Taxable	0	0	309,312	0	0	0	309,312	0	309,312
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	83,820	259,860	259,860	0	0

FY 2021 TIF Revenue Received: 8,362

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	NORTH #1 BARGLOFF URBAN RENEWAL (11008)
TIF Taxing District Name:	STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF 4 INCREM
TIF Taxing District Inc. Number:	110111
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	2014
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	451,240	4,220,340	1,759,820	0	0	6,587,190	0	6,587,190
Taxable	0	248,517	3,798,306	1,583,838	0	0	5,741,662	0	5,741,662
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	6,029,970	557,220	557,219	1	0

FY 2021 TIF Revenue Received: 17,930

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	NORTH #1 BARGLOFF URBAN RENEWAL (11008)
TIF Taxing District Name:	STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF 5 INCREM
TIF Taxing District Inc. Number:	110113
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	2014
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,525,360	0	0	0	1,525,360	0	1,525,360
Taxable	0	0	1,372,824	0	0	0	1,372,824	0	1,372,824
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	423,017	1,102,343	1,036,803	65,540	2,155

FY 2021 TIF Revenue Received: 33,362

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	NORTH #1 BARGLOFF URBAN RENEWAL (11008)
TIF Taxing District Name:	STORM LAKE CITY AG/STORM LAKE SCH/NORTH #1 BARGLOFF 6 INCREM
TIF Taxing District Inc. Number:	110115
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	2014
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	20,000	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	NORTH #1 BARGLOFF URBAN RENEWAL (11008)
TIF Taxing District Name:	STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREMENT
TIF Taxing District Inc. Number:	110125
TIF Taxing District Base Year:	2013
FY TIF Revenue First Received:	2015
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,070,490	0	0	0	1,070,490	0	1,070,490
Taxable	0	0	963,441	0	0	0	963,441	0	963,441
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	180,400	890,090	890,090	0	0

FY 2021 TIF Revenue Received: 28,641

Urban Renewal Area Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: #3 LMI HOUSING URBAN RENEWAL
 UR Area Number: 11009

UR Area Creation Date: 07/2013

UR Area Purpose: Renewal activities are designed to provide opportunities, incentives, and sites for new LMI residential development within the Area.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY/STORM LAKE SCH/#3 LMI HOUSING INCREM	110120	110121	360,000

Urban Renewal Area Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	400,000	0	0	0	400,000	0	400,000
Taxable	0	0	360,000	0	0	0	360,000	0	360,000
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020: **24,290** **0** **Amount of 07-01-2020 Cash Balance Restricted for LMI**

TIF Revenue: 11,837
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 810
 Asset Sales & Loan Repayments: 0
Total Revenue: 12,647

Rebate Expenditures: 10,320
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 10,320

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021: **26,617** **0** **Amount of 06-30-2021 Cash Balance Restricted for LMI**

Projects For #3 LMI HOUSING URBAN RENEWAL

The Reserves

Description:	#3 LMI Housing
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For #3 LMI HOUSING URBAN RENEWAL

Housing Rebate

Debt/Obligation Type:	Rebates
Principal:	10,320
Interest:	0
Total:	10,320
Annual Appropriation?:	No
Date Incurred:	01/01/2015
FY of Last Payment:	2031

Non-Rebates For #3 LMI HOUSING URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Project:	The Reserves

Rebates For #3 LMI HOUSING URBAN RENEWAL

The Reserves

TIF Expenditure Amount:	10,320
Rebate Paid To:	Storm Lake Affordable Partners
Tied To Debt:	Housing Rebate
Tied To Project:	The Reserves
Projected Final FY of Rebate:	2031

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: #3 LMI HOUSING URBAN RENEWAL (11009)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/#3 LMI HOUSING INCREM
 TIF Taxing District Inc. Number: 110121

TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received: 2014
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	400,000	0	0	0	400,000	0	400,000
Taxable	0	0	360,000	0	0	0	360,000	0	360,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	9,920	360,000	360,000	0	0

FY 2021 TIF Revenue Received: 11,837

Urban Renewal Area Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: #4 LMI HOUSING URBAN RENEWAL
 UR Area Number: 11010

UR Area Creation Date: 07/2013

UR Area Purpose: Renewal activities are designed to provide opportunities, incentives, and sites for new LMI residential development within the Area.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY/STORM LAKE SCH/#4 LMI HOUSING INCREM	110122	110123	675,000

Urban Renewal Area Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	750,000	0	0	0	750,000	0	750,000
Taxable	0	0	675,000	0	0	0	675,000	0	675,000
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020: -117,734 0 **Amount of 07-01-2020 Cash Balance Restricted for LMI**

TIF Revenue: 22,192
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 1,761
 Asset Sales & Loan Repayments: 0
Total Revenue: 23,953

Rebate Expenditures: -5,519
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: -5,519

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021: -88,262 0 **Amount of 06-30-2021 Cash Balance Restricted for LMI**

Projects For #4 LMI HOUSING URBAN RENEWAL

10th Street Townhomes

Description:	#4 LMI Housing
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For #4 LMI HOUSING URBAN RENEWAL

Rebate

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	01/01/2015
FY of Last Payment:	2031

Rebates For #4 LMI HOUSING URBAN RENEWAL

500 West 10th St

TIF Expenditure Amount:	-5,519
Rebate Paid To:	10th Street Townhomes LLLP
Tied To Debt:	Rebate
Tied To Project:	10th Street Townhomes
Projected Final FY of Rebate:	2031

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: #4 LMI HOUSING URBAN RENEWAL (11010)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/#4 LMI HOUSING INCREM
 TIF Taxing District Inc. Number: 110123

TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	750,000	0	0	0	750,000	0	750,000
Taxable	0	0	675,000	0	0	0	675,000	0	675,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	9,590	675,000	675,000	0	0

FY 2021 TIF Revenue Received: 22,192

Urban Renewal Area Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE CITY/3RD ADDITION URBAN RENEWAL
 UR Area Number: 11011

UR Area Creation Date: 07/2014

UR Area Purpose: The purpose of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in Iowa Code Section 403.17(12).

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY AG/STORM LAKE SCH/3RD ADDITION INCREMENT	110130	110131	0
STORM LAKE CITY/STORM LAKE SCH/3RD ADDITION INCREMENT	110136	110137	88,587

Urban Renewal Area Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	4,270	160,850	0	0	0	0	165,120	0	165,120
Taxable	3,481	88,587	0	0	0	0	92,068	0	92,068
Homestead Credits									1

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020: 16,194 16,194 **Amount of 07-01-2020 Cash Balance Restricted for LMI**

TIF Revenue: 2,913
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 148,500
Total Revenue: 151,413

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021: 167,607 161,301 **Amount of 06-30-2021 Cash Balance Restricted for LMI**

Projects For STORM LAKE CITY/3RD ADDITION URBAN RENEWAL

3rd Addition

Description:	Residential Development
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For STORM LAKE CITY/3RD ADDITION URBAN RENEWAL

Infrastructure - Water

Debt/Obligation Type:	Internal Loans
Principal:	150,000
Interest:	0
Total:	150,000
Annual Appropriation?:	Yes
Date Incurred:	07/31/2018
FY of Last Payment:	2019

Infrastructure - Sewer

Debt/Obligation Type:	Internal Loans
Principal:	150,000
Interest:	0
Total:	150,000
Annual Appropriation?:	Yes
Date Incurred:	09/20/2018
FY of Last Payment:	2019

Non-Rebates For STORM LAKE CITY/3RD ADDITION URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	Infrastructure - Water
Tied To Project:	3rd Addition
TIF Expenditure Amount:	0
Tied To Debt:	Infrastructure - Sewer
Tied To Project:	3rd Addition

Income Housing For STORM LAKE CITY/3RD ADDITION URBAN RENEWAL

Amount of FY 2021 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	1,500,000
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE CITY/3RD ADDITION URBAN RENEWAL (11011)
 TIF Taxing District Name: STORM LAKE CITY AG/STORM LAKE SCH/3RD ADDITION INCREMENT
 TIF Taxing District Inc. Number: 110131
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	07/2016

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	4,270	0	0	0	0	0	4,270	0	4,270
Taxable	3,481	0	0	0	0	0	3,481	0	3,481
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	4,468	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE CITY/3RD ADDITION URBAN RENEWAL (11011)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/3RD ADDITION INCREMENT
 TIF Taxing District Inc. Number: 110137
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	07/2016

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	160,850	0	0	0	0	160,850	0	160,850
Taxable	0	88,587	0	0	0	0	88,587	0	88,587
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	224	88,587	88,587	0	0

FY 2021 TIF Revenue Received: 2,913

Staff Summary

11/1/2021

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: Mayra Martinez, City Clerk

SUBJECT: **Public Hearing For An Update To The Exterior Housing Rehabilitation Program**

BACKGROUND: As required by Section 508 of the Housing and Community Development Act of 1987, as amended, the City of Storm Lake is to hold a public hearing to provide the public information concerning the progress, scope, budget and status of the Exterior Housing Rehabilitation Program.

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.

FISCAL IMPACT: N/A

RECOMMENDATION: Open the Public Hearing
Hear Comments
Close Public Hearing

ATTACHMENTS:

Description		Type
	Public Hearing Notice	Contract

(NOTE: This needs to run once in local paper no less than 4 days, and no more than 20 days, prior to the Hearing. Thank you.)

PUBLIC NOTICE

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the City of Storm Lake is hereby providing Public Notice that on Monday, November 1, 2021, at 5:00 p.m., the City Council will hold a public hearing at City Hall. The purpose of the hearing will be to provide the public information concerning the progress, scope, budget and status of the City's Exterior Housing Rehabilitation Program.

This project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority.

If you have questions concerning the project, or if you require special accommodations to attend the hearing, such as handicapped accessibility or translation services, you may contact the City Manager at City Hall. Persons interested in the status of funding or the progress of the project, are welcome to attend this meeting or submit written comments to City Hall before the Hearing.

Program Contact: City Hall at 712-732-8000 or Program Administrators (Simmering-Cory) at (641) 357-7554.

Keri Navratil, City Manager

Staff Summary

11/1/2021

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: **Motion Setting The Public Hearing On A Preliminary and Final Plat For A Minor Subdivision**

BACKGROUND: This agenda item is a request to set a public hearing for the November 15th, 2021 City Council meeting pending a recommendation by the Planning & Zoning Commission. The request is for a proposed preliminary and final plat for a minor subdivision requested 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 land is to build a single family dwelling.

The lots meet all bulk regulations and provide for utility easements along the common lot lines.

The Storm Lake Planning and Zoning Commission will hold a meeting on November 9th to review the proposed minor subdivision.

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

RECOMMENDATION: Set the public hearing for the November 15th, 2021 City Council meeting.

ATTACHMENTS:

Description		Type
	Application	Application
	Plat	Backup Material
	Notice of Public Hearing	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:

INDEX LEGEND

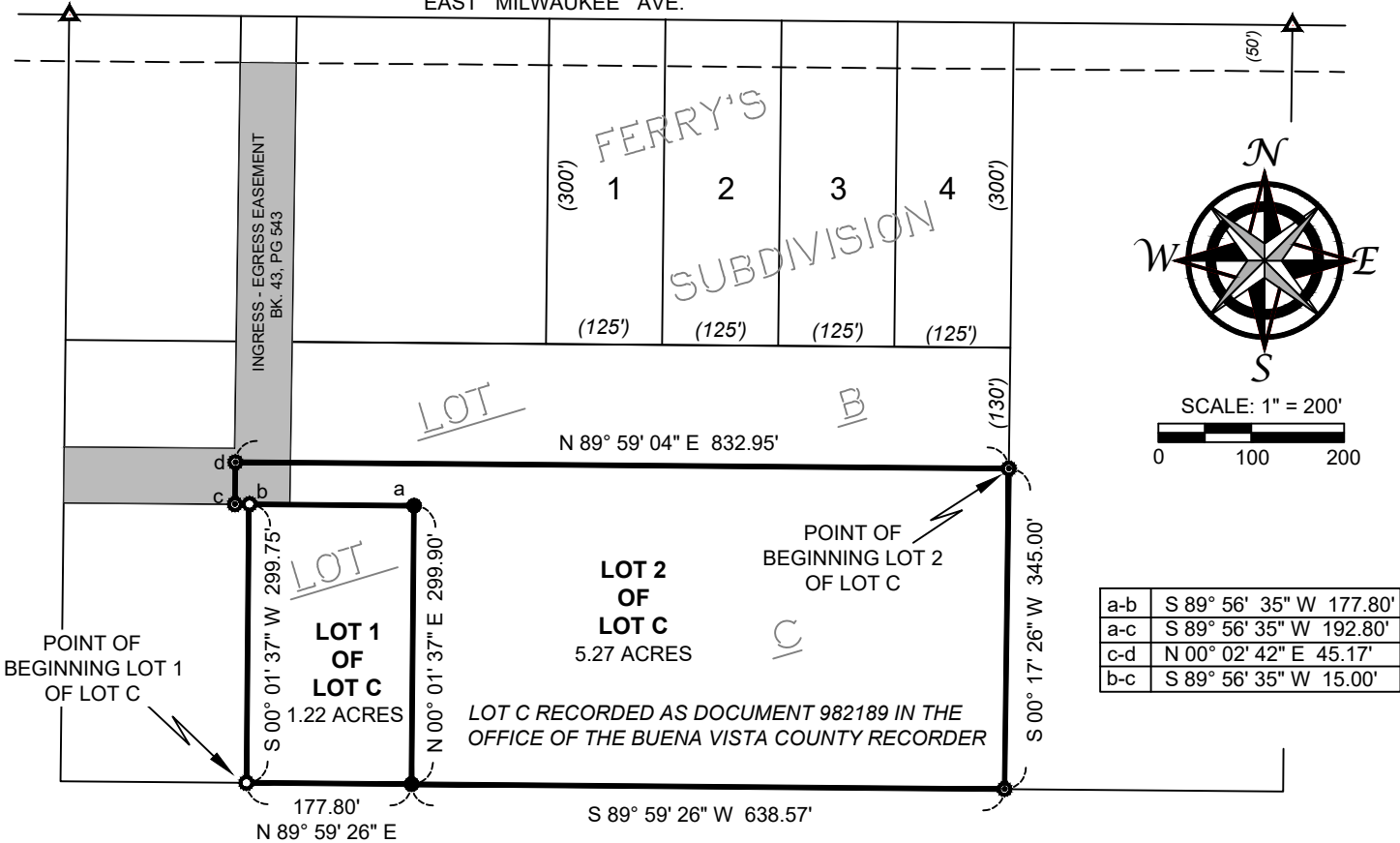
PLAT OF SURVEY SUBDIVISION OF LOT C

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

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

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

EAST MILWAUKEE AVE.



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.

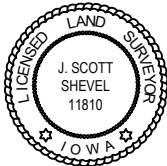
Hereafter known as Lot 2 of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

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

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

10/13/21
Date:

ISG
Architecture
Engineering
Land Surveying
Environmental
Planning
www.is-grp.com
I+S GROUP
PN: 21-25900
Drawn: JSS
Sheet 1 OF 1
Surveyed by: JSS
Surveyed: 10/7/21
Revised:
Drawing Name:



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

File number: 2021-3

October 19, 2021

Due to Covid-19, access to the official meeting can be done through the following ways:

In person at City Hall

By telephone: dial 1-408-418-9388 access code 146 309 7532

BY COMPUTER: <https://zoom.us/j/93320063301>

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 October 29, 2021, at 4:30pm** p.m. Following the hearing the board will make a recommendation to the City Council relative to the application. The City Council will meet Monday, November 1 at 5:00 P.M. 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

Staff Summary

11/1/2021

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: Scott Olesen, Building & Code Compliance Director

SUBJECT: **Resolution No. 37-R-2021-2022 Approving Change Order No. 1, Final Payment and Closeout of the 4th & Oates Storm Water Improvement Project**

BACKGROUND: This agenda item requests approval for a change order and close out of the 4th & Oates Storm Water Project. Nine NRDC-HUD funded projects have been approved which reduce sewer backups in homes and avoid the release of untreated wastewater into the environment.

The original contract was entered into on September 16, 2019 in the amount of \$684,980.15. The attached Certificate of Substantial Completion notes that all work items have been completed. Change Order No. 1 rectifies project quantities and notes a deduction of \$105,844.07 to a final contract amount of \$579,136.08.

FISCAL IMPACT: Reduction of \$105,844.07 to the project cost

RECOMMENDATION: Adopt Resolution No. 37-R-2021-2022 approving Change Order No. 1, Final Payment and Closeout of the 4th & Oates Storm Water Improvement Project

ATTACHMENTS:

Description	Type
▣ Substantial Completion	Backup Material
▣ Change Order No. 1	Change Order
▣ Resolution No. 37-R-2021-2022	Resolution

SECTION 000625

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	<u>City of Storm Lake</u>	Owner's Contract No.:	<u>N/A</u>
Contractor:	<u>BAINBRIDGE CONSTRUCTION</u>	Contractor's Project No.:	<u>N/A</u>
Engineer:	<u>Emmons & Oliver Resources, Inc.</u>	Engineer's Project No.:	<u>01112-0021</u>
Project:	<u>4th & Oates Storm Water Improvements</u>	Contract Name:	<u>N/A</u>

This ~~[preliminary]~~ [final] Certificate of Substantial Completion applies to:

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

July 31, 2020

Date of Substantial Completion

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.

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 shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

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

Amendments to Contractor's responsibilities: ☐ None ☒ As follows: **IN ACCORDANCE WITH CHANGE ORDER NO. 1, THE OWNER IS DEDUCTING BID ITEM 59 FROM THE CONTRACT. THEREFORE, THE RESPONSIBILITY TO PROVIDE THREE YEARS OF VEGETATION ESTABLISHMENT AND MAINTENANCE WARRANTY IS NO LONGER REQUIRED BY THE CONTRACTOR.**

The following documents are attached to and made a part of this Certificate: [punch list; others]

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.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By:	<u>Derek R. Lash</u>	By:	<u>[Signature]</u>	By:	<u>[Signature]</u>
	(Authorized signature)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	<u>PROJECT ENGINEER</u>	Title:	<u>[Signature]</u>	Title:	<u>PROJECT MANAGER</u>
Date:	<u>2021/10/25</u>	Dat:	<u>[Signature]</u>	Dat:	<u>10-25-21</u>

END OF SECTION

EJCDC® C-625, Certificate of Substantial Completion.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

SECTION 000941 – CHANGE ORDER FORM

Change Order No. 1

Date of Issuance: OCTOBER 14, 2021 Effective Date: OCTOBER 14, 2021
 Owner: City of Storm Lake Owner's Contract No.: _____
 Contractor: BAINBRIDGE CONSTRUCTION Contractor's Project No.: _____
 Engineer: Emmons & Oliver Resources, Inc. Engineer's Project No.: 01112-0021
 Project: 4th & Oates Storm Water Improvements Contract Name: _____

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

Description: See Attachments A, B and C for Change Order Details.

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>684,980.15</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>N/A</u>	[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>684,980.15</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>105,844.07</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>579,136.08</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:
By: Derek R. Lash
Engineer (if required)

ACCEPTED:
By: _____
Owner (Authorized
Signature)

ACCEPTED:
By: [Signature]
Contractor (Authorized
Signature)

Title: PROJECT ENGINEER

Date: 2021/10/25

Title

Date

Title

Date

10-25-21

Approved by Funding Agency (if
applicable)

By: _____ Date: _____

Title: _____

****END OF SECTION****

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Attachment A

Project Name | 4th & Oates Storm Water Improvements (01112-0021)

Date | 2021/10/14

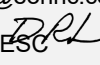
To / Contact info | Mayra Martinez / martinez@stormlake.org

Cc / Contact info | Keri Navratil / navratil@stormlake.org

Cc / Contact info | David Derragon / derragon@stormlake.org

Cc / Contact info | Tyler Gibbins / gibbins@stormlake.org

Cc / Contact info | Kevin Griggs / kgriggs@eorinc.com

From / Contact info | Derek R. Lash, PE, CPESC 

Regarding | Attachment A for Change Order No. 1 for Bainbridge Construction

Purpose

The purpose of this memorandum is to specify the final quantities installed and the deduction in contract value based on that quantity. The 'Balance to Finish' indicates the additional or subtracted value.

Final Quantity Tabulation

Item		Contract Information		Final Quantity Installed	Balance to Finish
Bid Item No.	Description	Original Quantity	Units		
1	Excavation Class 10	2800	CY	2800	
2	Subgrade Preparation	1260	SY	1260	
3	Subbase, 8" Compacted	880	SY	880	
4	Back Fill Material (Rain Garden Soil) 80-20 Mix	680	CY	680	
5	Choker Aggregate, 3/8" Nom. Dia.	120	CY	120	
6	Subbase Aggregate, 3/4" - 1" Nom. Dia.	460	CY	460	
7	Exploratory Excavation, Existing Utilities	3	EA	3	
8	Storm Sewer, Class III RCP, 24"	40	LF	40	
9	Storm Sewer, Class V RCP, 12"	36	LF	35	(\$90.00)

10	Storm Sewer, Class V RCP, 15"	413	LF	435	\$1,760.00
11	Storm Sewer, Class V RCP, 18"	364	LF	360	(\$360.00)
12	Storm Sewer, Class IV RCAP, 24"	31	LF	31	
13	Storm Sewer, Class IV RCAP, 48"	40	LF	0	(\$11,600.00)
14	Storm Sewer, HDPE 8"	85	LF	53	(\$992.00)
15	Storm Sewer, HDPE 18"	32	LF	32	
16	Type 1 Subdrain, HDPE, 8"	667	LF	667	
17	Type 1 Subdrain, Corrugated PE, 6"	90	LF	90	
18	Type A-2 Cleanout	6	EA	6	
19	12" Slip-In Inline Elastomeric Check Valve	1	EA	1	
20	15" Slip-In Inline Elastomeric Check Valve	1	EA	1	
21	Circular Storm Sewer Manhole (SW-401), 48" dia	4	EA	4	
22	Circular Storm Sewer Manhole (SW-401), 60" dia	1	EA	1	
23	Circular Storm Sewer Manhole (SW-401), 84" dia (w / 4' Sump)	2	EA	2	
24	Deep Well Rectangular Storm Sewer Manhole (SW-403), 9' wide	2	EA	2	
25	Single Grate Intake (SW-501)	3	EA	4	\$2,550.00
26	Circular Single Grate Intake (SW-502), 48" dia	1	EA	1	
27	Double Grate Intake (SW-505)	2	EA	2	
28	Circular Area Intake (SW-512), 24" dia	4	EA	4	
29	Rain Guardian, Turret	3	EA	3	

30	Castings for Storm Sewer Manhole (SW-602), Type E (Solid Lid)	2	EA	2	
31	Castings for Storm Sewer Manhole (SW-602), Type E (Radial Grate)	6	EA	7	\$280.00
32	Castings for Area Intakes (SW-603), Type R	8	EA	11	\$1,425.00
33	Castings for Area Intakes (SW-603), Type S	1	EA	1	
34	Castings for Area Intakes (SW-604), Type 4B	4	EA	4	
35	Connection to Existing Manhole	2	EA	3	\$800.00
36	PCC Pavement, 6" (Curb Cut, Concrete Runnel)	60	SY	60	
37	PCC Pavement, 8"	1260	SY	1260	
38	Curb and Gutter, 6.0"	740	LF	740	
39	PCC Pavement Removal	1260	SY	1260	
40	Traffic Control	1	LS	1	
41	Conventional seeding: seeding, Fertilizing and conventional mulching, type 1 seed mixture (Permanent Lawn Mixture)	1	ACRE	1	
42	Tree, 10# Container	4	EA	4	
43	Tree, 25# Container	5	EA	5	
44	Plants, Shrubs, #3 Container	221	EA	221	
45	Plants, Perennials, #1 Container	647	EA	647	
46	Plants, Perennials, 4" Container	1708	EA	1708	
47	SWPPP Management	1	LS	1	
48	SWPPP Qualifying Rain Event Inspection (>0.5")	20	EA	2	(\$7,200.00)
49	Rip Rap, Erosion Stone w/ Geotextile Fabric	32	TON	32	

50	Silt Fence, install	2340	LF	531	(\$5,698.35)
51	Silt Fence, removal	2340	LF	531	(\$2,351.70)
52	Stabilized Construction Entrance	1	EA	1	
53	Stabilized Construction Entrance, removal	1	EA	1	
54	Erosion Control Hydromulching, BFM	1	ACRE	1	
55	Inlet Protection Device, install, drop-in intake protection	12	EA	12	
56	Inlet Protection Device, install, surface - applied intake protection	9	EA	9	
57	Street Sweeper w/ Pick-Up Broom (Regenerative Air or High Efficiency)	20	HRS	0	(\$10,500.00)
58	Additional Erosion Control Measures	1	ALLOW	0	(\$10,000.00)
59	3-Year Vegetation Establishment / Maintenance Warranty Period (to start after final payment)	1	LS	0	(\$43,125.00)
60	Limestone Block: Headwalls	48	EA	48	
61	Limestone Block: Seat Block	3	EA	3	
62	Construction Survey	1	LS	1	
63	Mobilization	1	LS	1	
Value of Final Additional Quantities					\$6,815.00
Value of Final Subtracted Quantities					(\$91,917.05)
Total Value of Final Deducted Quantities					(\$85,102.05)

Attachment B

Project Name	4 th & Oates Storm Water Improvements (01112-0021)	Date	2021/10/14
To / Contact info	Mayra Martinez / martinez@stormlake.org		
Cc / Contact info	Keri Navratil / navratil@stormlake.org		
Cc / Contact info	David Derragon / derragon@stormlake.org		
Cc / Contact info	Tyler Gibbins / gibbins@stormlake.org		
Cc / Contact info	Kevin Griggs / kgriggs@eorinc.com		
From / Contact info	Derek R. Lash, PE, CPESC <i>DR</i>		
Regarding	Attachment B for Change Order No. 1 for Bainbridge Construction		

Purpose

The purpose of this memorandum is to specify the amount deducted for the value of poor workmanship for PCC Curb & Gutter and Pavement on Oates Street.

Tabulation of Deducted Value

Item		Item Quantity	Units	Unit Price	Total Value of Item (\$)
Bid Item No.	Description				
37	PCC Pavement, 8" ¹	154	SY	\$56.00	\$8,624.00
38	Curb and Gutter, 6.0" ²	261	LF	\$30.00	\$7,830.00
39	PCC Pavement Removal ³	227	SY	\$6.00	\$1,362.00
Subtotal					\$17,816.00
63	Mobilization ⁴	1	LS	1	\$1,040.38
Total					\$18,856.38
10% Contingency					\$1,885.64
Grand Total Deducted					\$20,742.02

¹ Excludes Curb and Gutter Width

² 2'-6" Wide Panel (Integrated with PCC Pavement)

³ Includes Sawcutting

⁴ \$40,000 / \$684,980.15 = 5.84% * \$17,816.00 = \$1,040.38

Attachment C



Project Name	4 th & Oates Storm Water Improvements (01112-0021)	Date	2021/10/14
To / Contact info	Mayra Martinez / martinez@stormlake.org		
Cc / Contact info	Keri Navratil / navratil@stormlake.org		
Cc / Contact info	David Derragon / derragon@stormlake.org		
Cc / Contact info	Tyler Gibbins / gibbins@stormlake.org		
Cc / Contact info	Kevin Griggs / kgriggs@eorinc.com		
From / Contact info	Derek R. Lash, PE, CPESC <i>DRL</i>		
Regarding	Attachment C for Change Order No. 1 for Bainbridge Construction		

Purpose

The purpose of this memorandum is to clarify that by deducting Bid Item 59, the responsibility to provide three years of vegetation establishment and maintenance warranty period is no longer required by the Contractor. Therefore, the standard warranty period provided by the Contractor's Performance Bond is applicable.

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

Staff Summary

11/1/2021

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: Scott Olesen, Building & Code Compliance Director

SUBJECT: **Resolution No. 38-R-2021-2022 Approving Change Order No. 5, Final Payment and Closeout of the 4th & Barton Storm Sewer Improvement Project**

BACKGROUND: This agenda item requests approval for a change order for the 4th & Barton Storm Sewer Project. Nine NRDC-HUD funded projects have been approved which reduce sewer backups in homes and avoid the release of untreated wastewater into the environment.
The attached Certificate of Substantial Completion notes that all work items have been completed. Change Order No. 5 rectifies project quantities and notes a deduction of \$3,354.22 to a final contract amount of \$634,113.88.

FISCAL IMPACT: Reduction of \$3,354.22 to project cost

RECOMMENDATION: Adopt Resolution No. 38-R-2021-2022 approving Change Order No. 5, Final Payment and Closeout of the 4th & Barton Storm Sewer Improvement Project

ATTACHMENTS:

Description	Type
☐ Resolution No. 38-R-2021-2021	Resolution
☐ Certificate of Completion	Backup Material
☐ Change Order No. 5	Change Order
☐ Notice of Acceptability	Backup Material

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Storm Lake	Owner's Contract No.:
Contractor: Healy Excavating	Contractor's Project No.:
Engineer: ISG Inc.	Engineer's Project No.: 16-19284
Project: 4 TH And Barton Storm Sewer Improvements	Contract Name: 4 th And Barton Storm Sewer Improvements

This [preliminary] [final] Certificate of Substantial Completion applies to:

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

December 2, 2020

Date of Substantial Completion

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.

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 shall be as provided in the Contract, except as amended as follows:

[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]

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: *None*

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.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: <u>Amanda Hood</u> (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: _____
Date: <u>10/21/2021</u>	Date: _____	Date: _____

Date of Issuance: October 21, 2021

Effective Date: Upon Signature

PROJECT: <u>4th & Barton Storm Sewer Improvements</u>	ENGINEER'S PROJECT NUMBER: <u>16-19284</u>
OWNER: <u>City of Storm Lake</u>	DATE OF CONTRACT: <u>March 16, 2020</u>
CONTRACTOR: <u>Healy Excavating</u>	OWNER'S CONTRACT NUMBER:

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

Description:

Rectify quantities to correspond to actual quantities installed.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
----------------------------------	----------------------------------

Original Contract Price:

\$591,582.60

Increase from previously approved

Change Orders Number 1 to 4

\$45,885.50

Contract Price prior to this Change Order:

\$637,468.10

Decrease of this Change Order:

-\$3,354.22

Contract Price Incorporating this Change Order:

\$634,113.88

Original Contract Times: ☐ Working Days ☒ Calendar Days

Substantial Completion (day or dates): October 31, 2020

Ready for Final Payment (day or dates): _____

(Increase) (Decrease) from previously approved

Change Orders Number _____ to _____

Substantial completion (day or dates): _____

Ready for Final Payment (day or dates): _____

Contract Times prior to this Change Order:

Substantial Completion (day or dates): _____

Ready for Final Payment (day or dates): _____

(Increase) (Decrease) of this Change Order:

Substantial Completion (day or dates): _____

Ready for Final Payment (day or dates): _____

Contract Times with all approved Change Orders:

Substantial Completion (day or dates): _____

Ready for Final Payment (day or dates): _____

RECOMMENDED:

I +S GROUP

By: Amanda Hood
Engineer (Authorized Signature)

ACCEPTED:

City of Storm Lake

By: _____
Owner (Authorized Signature)

ACCEPTED:

Healy Excavating

By: _____
Contractor (Authorized Signature)

Date: 10/21/2021

Date: _____

Date: _____

					Amount	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Increase	Decrease
9	STORM SEWER, TRENCHED, 4" PVC	LF	-22	\$ 21.60		\$475.20
39	REMOVAL OF DRIVEWAY	SY	31	\$ 10.75	\$333.25	
41	SIDEWALK, 6" PCC	SY	8.33	\$ 75.00	\$624.75	
43	DRIVEWAY, PAVED, 6", PCC	SY	31	\$ 80.00	\$2,480.00	
47	PLANTS - SHRUBS (18" MINIMUM HEIGHT)	EA	-39	\$ 75.00		\$2,925.00
48	PLANTS - PERENNIALS (12" MINIMUM HEIGHT)	EA	80.00	\$ 29.00	\$2,320.00	
51	STORAGE AGGREGATE	TN	-200.37	\$ 29.75		\$5,961.01
52	FILTER AGGREGATE	TN	244.19	\$ 34.50	\$8,424.56	
56	SHREDDED HARDWOOD MULCH, RAIN GARDEN (3" DEPTH)	CY	-10.00	\$ 48.00		\$480.00
59	STONE BASE LAYER, RAIN GARDEN	TN	-4.1	\$ 60.00		\$244.80
61	REMOVE, SALVAGE AND REINSTALL TRAFFIC SIGN	EA	1.0	\$ 200.00	\$200.00	
65	FILTER SOCK	LF	-85	\$ 4.30		\$365.50
66	WATTLE	LF	-397	\$ 3.90		\$1,548.30
67	RIP RAP, CLASS D REVETMENT	TN	10.67	\$ 85.00	\$906.95	
68	STABILIZED CONSTRUCTION	TN	-60.71	\$ 36.50		\$2,215.92
76	NO-MOW FESCUE SOD	SF	-1107.0	\$4.00		\$4,428.00
TOTALS					\$15,289.51	\$18,643.72
NET CHANGE IN CONTRACT PRICE					(\$3,354.22)	
INCREASE (DECREASE) IN CONTRACT TIME, days						

Justification For Changes:

CO5 Rectify quantities to correspond to actual quantities installed.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: 4th And Barton Storm Sewer Improvements

OWNER: City of Storm Lake

CONTRACTOR: Healy Excavating

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: March 16, 2020

ENGINEER: ISG Inc.

NOTICE DATE: October 15, 2021

To: City of Storm Lake
Owner

And To: Healy Excavating
Contractor

From: ISG Inc.
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.
- 7.

By: Amande Hoodu

Title: Project Engineer

Dated: 10/21/2021

Staff Summary

11/1/2021

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: Tyler Gibbins, Staff Accountant

SUBJECT: **Resolution No. 39-R-2021-2022 Approving Final Completion, Change Order No. 1, and Final Payment of Runway 13/31 Lighting Replacement**

BACKGROUND: This project consisted of replacing 30+ year old lighting along runway 13/31 and the taxiway which were experiencing outages due to old lighting and wiring issues. K & W Electric was awarded the construction contract in the amount of \$355,289.00.

Construction was substantially complete on June 7th, 2021.

Change Order No. 1 is to reconcile quantities and establish exact final construction costs. The variation to the original contract was due to underground wiring for Runway 17/35 having to be adjusted due to the location on the old as-built plans being incorrect and the relocation of the circuit to Runway 17/35. This additional work will also be utilized for the next lighting project of Runway 17/35 proposed in FY2023.

FISCAL IMPACT: The value of the contract with K & W Electric is \$355,289.00 with 0 previous change orders. This change order will result in a \$6,001.70 increase to the contract, for a final contract value of \$361,290.70.

This project, including the change order, is 100% funded by the FAA.

RECOMMENDATION: Approve Resolution No. 39-R-2021-2022 Approving Final Completion, Change Order No. 1, and Final Payment of Runway 13/31 Lighting Replacement

ATTACHMENTS:

Description	Type
□ Resolution No. 39-R-2021-2022	Resolution
□ Certificate of Completion	Backup Material

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

To: City of Storm Lake, Iowa
Storm Lake Municipal Airport
620 Erie Street
P.O. Box 1086
Storm Lake, IA 50588

Date: 10/19/2021
Project: **Runway 13/31 Lighting Replacement**
Storm Lake Municipal Airport (SLB)
FAA AIP #: 3-19-0088-014-2020
BMI Project Number: T51.119823

A formal final inspection of the above-referenced project has been previously completed. The Project Manager and Airport Manager have inspected the project and confirmed all lighting systems were operational, and the runway was re-opened for aircraft on June 07, 2021. At that time, a formal final inspection was completed. Thereafter a punch list was developed and forwarded to attendees and the Contractor. All items on the punch list have now been completed.

Therefore, Bolton & Menk recommends the City of Storm Lake formally accept the project as Substantially Complete. A final change order reconciling quantities and establishing the exact final construction cost has been completed. The final construction cost is Three Hundred Sixty-One Thousand Two Hundred Ninety and 70/100 dollars (\$361,290.70), which is slightly above the original contract value of Three Hundred Fifty-Five Thousand Two Hundred Eighty-Nine and 0/100 dollars (\$355,289.00). The slight variation is primarily due to the underground wiring for Runway 17/35 having to be adjusted because the location shown on the old as-built plans was incorrect. In addition, the electrical circuit for Runway 17/35 had to be relocated to ensure the runway lights would continue to work after completion of this project. This additional work will also be utilized for an upcoming project.

Following acceptance of Substantial Completion, after the required 30-day waiting period has passed, we recommend final acceptance of the project and release of retainage on the project. At that time, the project warranty period will also begin.

Bolton & Menk, Inc.

BY: 
Joseph P. Roenfeldt, P.E.

TITLE: Aviation Project Manager

ACCEPTANCE OF SUBSTANTIAL COMPLETION

The City of Storm Lake, Iowa formally accepts the project noted above as **SUBSTANTIALLY COMPLETE as of June 07, 2021**, this the _____ day of _____, 2021.

BY: _____

TITLE: Mayor, City of Storm Lake, Iowa

CHANGE ORDER

NO. 001 - Final

PROJECT: Runway 13/31 Lighting Replacement

DATE OF ISSUANCE: October 18, 2021

EFFECTIVE DATE: October 18, 2021

OWNER: Storm Lake Municipal Airport

ENGINEER'S Project No.: T51.119823

CONTRACTOR: K & W Electric, Inc.

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

CO-1.1 Reconciliation of Quantities from "As-Bid" to "As-Built" – See Attached Spreadsheet/Summary

Reason for Change Order:

CO-1.1 Final payment is based on actual work completed and minor adjustments of quantities occur during construction. This change order item adjusts the contract value to match that of the actual work constructed by adjusting original estimated "as-bid" quantities to actual final "as-built" quantities.

Cost Adjustments:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
CO-1.1	Reconciliation of Quantities – "As-Bid" to "As-Built"	1	Lump Sum	\$6,001.70	<u>\$6,001.70</u>
TOTAL					\$6,001.70

Attachments: (List of documents supporting change):

- Item CO-1.1 – Reconciliation of Final Quantities Spreadsheet (1 page)

CHANGE ORDER NO. 001 (CONT'D.)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 355,289.00	Original Contract Times Substantial Completion : 40 Working Days Ready for final payment : ____ days or dates
Net changes from previous Change Orders No. <u>N/A</u> \$ 0.00	Net changes from previous Change Orders No. __ to No. __ N/A
Contract Price Prior to this Change Order \$ 355,289.00	Contract Times prior to this Change Order Substantial Completion : 40 Working Days Ready for final payment : ____ days or dates
Net Increase / Decrease of this Change Order \$ 6,001.70	Net (Increase / Decrease / No Change) of this Change Order 0 Working Days
Contract Price with all approved Change Orders \$ 361,290.70	Contract Times with all approved Change Orders Substantial Completion : 40 Working Days Ready for final payment : ____ days or dates

RECOMMENDED:

By: 
Engineer (Authorized Signature)

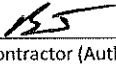
Date: 10/19/2021

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 10/19/21

Change Order No. One (1) - Final
C.O. Item 1-1 - Reconciliation of Final Quantities
Storm Lake Municipal Airport, Storm Lake, Iowa
Runway 13/31 Lighting Replacement - BMI Project No.T51.119823

Item No.	Description	Previous Bid Quantity	Unit	Unit Price	Previous Bid Cost	Final Quantity	Final Cost	Quantity Change	Cost Change
BASE BID									
1 .	Mobilization	1	LS	\$ \$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0.00	\$ -
2 .	Traffic Control	1	LS	\$ \$ 18,125.00	\$ 18,125.00	1	\$ 18,125.00	0.00	\$ -
3 .	Construction Survey	1	LS	\$ \$ 2,800.00	\$ 2,800.00	1	\$ 2,800.00	0.00	\$ -
4 .	Removals - Miscellaneous	1	LS	\$ \$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00	0.00	\$ -
5 .	Pavement Removal and Replacement, 6" PCC, with P-209 Granular Base	294	SY	\$ \$ 180.00	\$ 52,920.00	298	\$ 53,640.00	4.00	\$ 720.00
6 .	No. 8 AWG, 5KV, L-824, Type C Cable, Installed in Trench, Duct Bank, or Conduit	10,135	LF	\$ \$ 1.20	\$ 12,162.00	10,943	\$ 13,131.60	808.00	\$ 969.60
7 .	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above Duct Bank or Conduit, Including Ground Rods and Ground Connectors	8,546	LF	\$ \$ 1.50	\$ 12,819.00	8,642	\$ 12,963.00	96.00	\$ 144.00
8 .	Locate, Identify, & Mark Existing Airfield Wiring	1	LS	\$ \$ 1,750.00	\$ 1,750.00	1	\$ 1,750.00	0.00	\$ -
9 .	Trenching	7,840	LF	\$ \$ 2.60	\$ 20,384.00	9,126	\$ 23,727.60	1,286.00	\$ 3,343.60
10 .	Concrete Encased Electrical Duct Bank, with (3) 2" Conduits	395	LF	\$ \$ 32.00	\$ 12,640.00	395	\$ 12,640.00	0.00	\$ -
11 .	Concrete Encased Electrical Duct Bank, with (9) 2" Conduits	440	LF	\$ \$ 55.00	\$ 24,200.00	425	\$ 23,375.00	(15.00)	\$ (825.00)
12 .	Bored Duct, with (1) 2" Conduits, Complete, in Place	69	LF	\$ \$ 16.00	\$ 1,104.00	69	\$ 1,104.00	0.00	\$ -
13 .	Bored Duct, with (2) 2" Conduits, Complete, in Place	221	LF	\$ \$ 19.00	\$ 4,199.00	246	\$ 4,674.00	25.00	\$ 475.00
14 .	Bored Duct, with (4) 2" Conduits, Complete, in Place	50	LF	\$ \$ 27.00	\$ 1,350.00	110	\$ 2,970.00	60.00	\$ 1,620.00
15 .	Bored Duct, with (6) 2" Conduits, Complete, in Place	60	LF	\$ \$ 33.00	\$ 1,980.00	0	\$ -	(60.00)	\$ (1,980.00)
16 .	Non-Encased Electrical Conduit, 2" PVC/HDPE, in Trench	8,904	LF	\$ \$ 1.50	\$ 13,356.00	9,927	\$ 14,890.50	1,023.00	\$ 1,534.50
17 .	North Can Plaza, Complete	1	LS	\$ \$ 10,500.00	\$ 10,500.00	1	\$ 10,500.00	0.00	\$ -
18 .	South Can Plaza, Complete	1	LS	\$ \$ 10,500.00	\$ 10,500.00	1	\$ 10,500.00	0.00	\$ -
19 .	Electrical Handhole, L-867, Size B	15	EA	\$ \$ 850.00	\$ 12,750.00	15	\$ 12,750.00	0.00	\$ -
20 .	L-861T LED Taxiway Edge Light (MITL), Base-Mounted	50	EA	\$ \$ 1,050.00	\$ 52,500.00	50	\$ 52,500.00	0.00	\$ -
21 .	L-861 LED Runway Edge Light (MIRL), Base-Mounted	26	EA	\$ \$ 1,100.00	\$ 28,600.00	26	\$ 28,600.00	0.00	\$ -
22 .	L-861SE LED Runway Threshold Light (MIRL), Base-Mounted	18	EA	\$ \$ 1,250.00	\$ 22,500.00	18	\$ 22,500.00	0.00	\$ -
23 .	L-828 Constant Current Regulator, 4 KW, Complete, in Place	1	EA	\$ \$ 10,650.00	\$ 10,650.00	1	\$ 10,650.00	0.00	\$ -
.				-	\$ -		\$ -	0.00	\$ -
TOTAL - BASE BID					\$ 355,289.00		\$ 361,290.70		\$ 6,001.70
CHANGE ORDER NO. 1 (FINAL)									
CO 1-1 .	Reconciliation of Final Quantities	Total of "Cost Change" column					N/A		\$ 6,001.70
TOTAL - CHANGE ORDER NO. 1 (FINAL)					\$ -		\$ -		\$ -
					\$ -		\$ -		\$ 6,001.70
Reconciled Cost Total for Base Bid and Approved Change Orders					\$ 355,289.00		\$ 361,290.70		\$ 6,001.70
	N/A	Costs Associated with this Item shown in lower right as sum of "Cost Change" column, so not duplicated in columns on this line marked "N/A"							

Note: (1) Parentheses indicate negative change in quantity and cost.

Staff Summary

11/1/2021

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 40-R-2021-2022 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**

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.

If approved by Council, the Public Hearing would be scheduled for November 15, 2021 at 5:00 PM in Council Chambers.

FISCAL IMPACT: The only fiscal impact would be the cost of publishing the notice.

RECOMMENDATION: Council Adopt Resolution No. 40-R-2021-2022 and Set the Public Hearing for November 15, 2021 at 5:00 p.m. in Council

Chambers.

ATTACHMENTS:

Description		Type
	Resolution No. 40-R-2021-2022	Resolution
	Amended Agreement	Contract
	Public Hearing Notice	Backup Material

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

**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

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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(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 _____ day of _____, 2021.

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

Staff Summary

11/1/2021

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 41-R-2021-2022 Approving 2021 City Council Goals and Goal Setting Report**

BACKGROUND: The Mayor and City Council Members held their Strategic Planning Retreat on October 12, 2021. The Mayor and Council held an in-depth discussion and conducted an exercise to identify the most important times and issues. In rank order, the following items/issues were given the highest ratings:

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

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution No. 41-R-2021-2022 2021 City Council Goals and Goal Setting Report

ATTACHMENTS:

Description	Type
□ Resolution No. 41-R-2021-2022	Resolution
□ 2021 Goal Setting Report	Backup Material

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.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Summary Report for City of Storm Lake Strategic Planning Retreat

The Storm Lake Strategic Planning Retreat was held on October 12, 2021 at the Storm Lake Public Library. In attendance at the session was the Mayor, four City Council Members, the City Manager, Assistant City Manager and the City Clerk. Following the four-hour planning retreat, City Department Heads were invited to participate in an overview presentation by the facilitator, Mark Collins.

The agenda for the Strategic Planning Retreat included the following:

- 1.) Welcome/Introductions
- 2.) Group Expectations (What do we want to accomplish today?)
- 3.) Validate Current Vision and Mission Statement for Storm Lake
- 4.) Working as a Team for Good Governance (PowerPoint)
- 5.) Strengths - What are we Doing Well?
Challenges/Opportunities - Where Can We Improve?
- 6.) Identification of Strategic Focus Areas for Storm Lake (e.g., Infrastructure, Economic Development, Lake Health & Improvements, Affordable Housing, Downtown Development)
- 7.) Designate Strategic Focus Areas as Short-Term (1-2 years), Mid-Term (3-5 years), or Long-Term (5-20 year horizon)
- 8.) Measuring Success (What are our benchmarks for a "job well done" and how will we communicate the results to our community members?)
- 9.) Wrap Up - Additional Ideas, Comments and Suggestions

After reviewing the mission statement for the City of Storm Lake, the Mayor and Council viewed a PowerPoint presentation on “Good Governance” that emphasized working collaboratively as a team for the overall benefit of the community.

The Mayor and Council then listed Storm Lake’s strengths and positive attributes.

- An engaged City Council with a strong Mayor
- Co-existing Community Ethic
- A Community-Oriented Police Department with a strong relationship with constituents
- Community (City Staff) put forth a Team Effort, highlighting the positives of the City
- Great food choices
- Positive press and media articles
- Residents relocate to Storm Lake after living in other locations
- High Quality of Life

- Strong Family Values
- Success of Community Organizations like SALUD
- Attractive and well-maintained Lake area
- Overall Cleanliness of the Community
- Successful Community Projects
- Locally Owned Banks

The following items were listed by the Mayor and Council as Community Challenges:

- Limited retail and shopping opportunities
- Need for more career options
- Finding the right balance for business and commerce
- One “exciting thing” to attract people to Storm Lake
- A Community Center
- More activities for young people
- A variety of entertainment venues
- A Community Partnership to develop a Skate Park
- Resistance to change from longtime residents
- Parental Engagement
- Culture Gap, ability to successfully connect with multiple ethnic populations
- Housing
- No Community Foundation

The following items and issues were identified as Strategic Focus Areas (Mayor/Council Priorities) for Storm Lake:

- Fiscal Responsibility (provide a more user-friendly budget overview)
- Infrastructure (e.g., Roads, Natural Gas, Water/Wastewater, Internet Connectivity, Weed Control, Trees, Lake Health)
- Housing
 - Single family
 - Upward Mobility
 - Development Incentives
 - Partnerships (e.g., Banks)
 - Housing Authority
 - Lack of Entry Level Housing (e.g., under \$100K)
 - Importance of In-Fill Development
- Recreation - primarily focused on residents and community members
- Spill Site Area Development
- Economic Development
 - Diverse Jobs, opportunities for upward mobility
 - Tourism
 - ED Diversification
 - Navigate Geographic Constraints (e.g., City growth on its boundaries)
 - Continue to develop internet connectivity and fiber expansion
 - Support Retention Efforts and Programs for Existing Businesses

Succession Planning for Local Businesses

Promote an Incubator

Support new ED Director and provide him with clear direction on City's goals

Promote Public/Private Partnerships

Develop an Organized Program for Business Outreach (ED Director)

- Tourism

Maintain Storm Lake as a destination

Support Storm Lake as an attractive and viable retirement location

Investigate options for more overnight stays

Promote Kayak venues on the Lake and more bikes and e-bikes on city trails

- Emphasize and Promote more Community Participation and Involvement

- Support Downtown Development Revitalization Efforts

- Community Child Care Upgrades and Improvements (role for the City?)

At the conclusion of their discussion of Strategic Focus areas, the Mayor and Council then conducted an exercise to identify the most important items and issues. In rank order, the following items/issues were given the highest ratings:

- 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

In a final overview session, there was an important discussion about opportunities for community outreach and communicating with Storm Lake residents about ongoing City programs, projects and priorities. Potential options included a citywide community survey, a community newsletter (Report to the Community) and "City-fest" outreach event.

Staff Summary

11/1/2021

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: Keri Navratil, City Manager

SUBJECT: **Work Session-Public Information and Outreach**

BACKGROUND: TheCity Staff will update City Council on Public Information and Outreach efforts.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

Staff Summary

11/1/2021

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:

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