

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JANUARY 6, 2020
5:00 PM**



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

AGENDA

- 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. City Council Appointments of City Attorney and City Clerk
 - D. SLPD Code Enforcement Summary
 - E. Acknowledge the prior month's Board and Commission Minutes.
- 3. Motion to Appoint Mayor Pro-Tem
- 4. Public Hearing For Proposed Re-Zoning Of A Parcel Located at 5950 90th Avenue.
- 5. Ordinance No. 04-O-2019-2020 Proposed Re-Zoning Of A Parcel Located at 5950 90th Avenue - 1st Reading
- 6. Public Hearing On The Proposal To Enter Into A Development Agreement With Tyson Storm Lake Holdings, LLC And The Hillshire Brands Company
- 7. Resolution Approving a Development Agreement With Tyson Storm Lake Holdings, LLC And The Hillshire Brands Company
- 8. Motion to Terminate the Professional Services Agreement with Bolton & Menk for the Memorial Park Storm Water Improvement Project
- 9. Motion Approving Professional Services Agreement with Bolton & Menk for the Tulip Lane Storm Water Improvement Project
- 10. Motion Approving Cost for Services for Grant Administration with Simmering & Cory for the Highway 7 & 110 Intersection Upgrade Project
- 11. Motion Approving Professional Services Agreement for Engineering with Bolton & Menk for the Highway 7 & 110 Intersection Upgrade Project
- 12. Motion Setting the Public Hearing for the FEMA Lake Bank Restoration Project Plans, Specifications and Form of Contract

13. **City Council Requested Items**
14. **Work Session- Capital Improvement Plan**
15. **Motion To Go Into Closed Session Reference Iowa Code Chapter 21.5 (j) To Discuss The Purchase Of Property**
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

1/6/2020

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

1/6/2020

Agenda Item # C.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
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REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

1/6/2020

Agenda Item # A.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
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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
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the December 16, 2019 City Council Minute
- Approve Renewal Wine License for Hy-Vee #1634
- Approve renewal of taxicab license for Storm Lake Cabs
- Approve the Code Enforcement Summary (see Staff summary)
- Approve the reappointment of Phil Havens as City Attorney and Mayra A. Martinez As City Clerk (see Staff Summary)
- Acknowledge Board and Commission Minutes (see Staff Summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$ 626,493.80
- King's Pointe & Sunrise Pointe Golf Course Bills - \$137,769.35
- Hy-Vee #1634 - Wine License Renewal - \$0.00
- Storm Lake Cab - \$140.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Minutes - December 16, 2019	Minutes
☐ List of Bills	List of Bills
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ Hy-Vee #1634 Wine Renewal Application	Application
☐ Hy-Vee #1634 Wine Renewal Liquor Report	Backup Material
☐ 2020 Taxi-Cab Application	Application

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
DECEMBER 16, 2019 5:00 P.M.**

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

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Public Safety Director Mark Prosser, Assistant Police Chief Chris Cole, Fire Chief Mike Jones, Building Official Scott Olesen, Library Director Elizabeth Huff, Public Service Supervisor Scott Bonebrake, King's Pointe Manager Mark Clossey, Finance Director Brian Oakleaf, Staff Accountant Tyler Gibbins and City Clerk Mayra Martinez.

Mayor Porsch called the meeting to order at 5:01 pm.

Pledge of Allegiance

Mayor Porsch announced the following Proclamations honoring the following individuals for their years of service to the City of Storm Lake, Iowa. Bruce Engelmann – 9 years as City Council Member, Gary Oehler -- 50 years with Water Distribution and Police Chief Mark Prosser – 31 years with Law Enforcement as Chief of Police.

Agenda – Moved by Council Member Smith to approve setting the Agenda as presented. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Disclosure by City Council Members – none

Hear the Public - none

Consent Agenda – Moved by Council Member Engelmann to approve the consent agenda which includes list of bills check #'s 74540 through 74621, EFT's 799 through 833, DFT's 512, 514, 517, 519, 540 through 544, 546, 563, and 577, King's Pointe and Sunrise Pointe disbursements, the December 2, 2019 Regular City Council Minutes and the December 2, 2019 Special City Council Minutes, renewal liquor license for Smokin Hereford, the Code Enforcement Summary, and approval of the November 5, 2019 Election Results. Seconded by Council Member McKinney. Vote: All ayes. Motion carried

Outside Agency Request The Council held an outside agency question and answers session and the following agencies presented requests for funding to the Council: BV Historical Society – \$8,400, SLHS Ecology Class -- \$2,000.00, Kiwanis Clubs of Storm Lake --\$4,000.00, SLHS Art Department -- \$25,000.00, Trepson Foundation -- \$12,000.00, Upper Des Moines, Inc. - \$7,000.00.

United Community Health Center Community Development Block Grant -- Mayor Porsch opened the public hearing for an update on the United Community Health Center's Community Development Block Grant stating this was the time and place for any comments. City Manager Keri Navratil made the following statement:

CITY OF STORM LAKE

**2018 UNITED COMMUNITY HEALTH CENTER (UHC) PROJECT
UPDATE PUBLIC HEARING ANNOUNCEMENTS**

A. Funding of Activities and Sources of Funds.

This project is funded in part by Community Development Block Grant (CDBG) and USDA Funds. The City was awarded a 2018 CDBG for \$600,000. To date, \$228,135 of the CDBG allocation has been expended. There is a local obligation of \$1,762,827 committed towards project costs. To date, \$670,384 has been expended.

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

The project is the result of the Storm Lake United Community Health Center needing to construct an expansion of their existing facility to provide sufficient space for services that are offered to clients in Storm Lake and the surrounding area.

C. Nature of and Status of the Activities.

The nature of the project involves the expansion of United Community Health Center that will house medical, dental, and behavioral health services.

Woodruff Construction is the contractor for the work on the project. Work on the project is approximately 48% complete.

There has been a no change to the project 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.

The project will benefit patients of United Community Health Center who receive services. Based on agency records, at least 52.2% of the United Community Health Center patients are low-and-moderate income.

E. Announce where the activities are being conducted.

The project involves the expansion of the existing health center located at 715 West Milwaukee Avenue in Storm Lake, Iowa.

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

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

G. Announce plans to assist persons actually displaced.

Since this project will not result in the displacement or relocation of any persons or businesses, there are no plans being made to assist displaced persons.

Hearing no additional comments Mayor Porsch closed the Public Hearing.

Wastewater Treatment Facility Wetlands -- Moved by Council Member Engelmann to approve and adopt Resolution No. 39-R-2019-2020 to award a bid to Spring Lake Construction of Polk City, Iowa for the Wastewater Treatment Plant Wetlands Project. Total bid project of \$990,054.00. Seconded by Council Member Ibarra. Roll Call Vote: All Ayes. Motion carried.

RESOLUTION NO. 39–R-2019-2020

RESOLUTION ACCEPTING BIDS, AWARDING BID AND APPROVING CONTRACT FOR THE CITY OF STORM LAKE WASTEWATER WETLANDS STORM WATER PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Wastewater Wetlands Storm Water Project described in the plans and specifications heretofore adopted by this Council on October 21, 2019, be and is hereby accepted and awarded, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Spring Lake Construction, Polk City, Iowa
Amount of Bid:	\$990,054.00
Portion of Project:	All

Section 2. That the construction contract and bond executed and insurance coverage for the construction of the Wastewater Wetlands Storm Water Project, as described in detail in the plans and specifications heretofore approved, and can be signed by the Mayor and Clerk on behalf of the City be and the same hereby approved contingent to all the required concurrence and consents as follows:

Contractor: Spring Lake Construction, Polk City, Iowa
Date of Contract: December 16, 2019
Portion of Project: All

PASSED AND APPROVED this 16th day of December, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Setting A Public Hearing – Moved by Council Member McKinney to set the Public Hearing for January 6, 2020 at 5:00 pm at City Hall Council Chamber for the proposed re-zoning of a parcel located at 5950 90th Avenue. Seconded by Council Member Ibarra. Vote: All Ayes. Motion Carried.

Casino Lift Station Odor Control Project -- Moved by Council Member Rice to adopt Resolution No. 40-R-2019-2020 approving Change Order No. 2 for the Casino Lift Station Odor Control Project. Final Payment to December 16, 2019 and approval of a supplemental contract with Grundman Hicks, LLC with amount not to exceed \$3,550 with completion date of July 20, 2020. Seconded by Council Member Smith. Roll Call Vote: All Ayes. Motion carried.

RESOLUTION NO. 40-R-2019-2020

RESOLUTION ADOPTING CHANGE ORDER NO. 2 FOR THE CASINO LIFT STATION CONTROL 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 Casino Lift Station Control 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 \$184,106.00 was awarded to Grundman-Hicks, LLC for the project; and

WHEREAS, Change Order No. 1 increased the project cost in the amount of \$998.58, moved substantial completion from August 16, 2019 to November 29, 2019, and changed the Ready for Final Payment date from August 30, 2019 to July 17, 2020.

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

Section 1. That the Ready for Final Payment date is moved from December 16, 2019.

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

PASSED AND APPROVED this 16th day of December, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Tyson Development Agreement – Moved by Council Member Ibarra to adopt Resolution No. 41-R-2019-2020 fixing date for January 6, 2020 at 5:00 p.m. in the City Council Chambers for a Public Hearing on the proposal to enter into a development agreement with Tyson Storm Lake Holdings, LLC and the Hillshire Brands Company. Seconded by Council Member Engelmann. Roll Call Vote: All ayes. Motion carried.

RESOLUTION NO. 41-R-2019-2020

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH TYSON STORM LAKE HOLDINGS, LLC
AND THE HILLSHIRE BRANDS COMPANY, AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

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 "Urban Renewal Plan" or "Plan") for the Storm Lake Industrial Park Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan has been amended seven times, and which Plan, as amended, is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Tyson Storm Lake Holdings, LLC (the "Developer") and The Hillshire Brands Company (the "Employer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City, the Developer, and the Employer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements, consisting of the construction of a new feed mill, office building, warehouse, and truck wash, together with all related site improvements (as further defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement ("Development Property"), and Developer would agree to demolish the existing feed mill located at 501 Seneca Street in the City as outlined in the proposed Agreement; and

WHEREAS, pursuant to the Agreement, the Employer would agree to maintain operations at the Development Property though the duration of the Agreement, including the hiring and retention of a minimum number of employees; and

WHEREAS, the Agreement proposes that the City will construct certain Public Improvements (as defined in the Agreement) in support of the project; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 15% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$250,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

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

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and 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 IN THE STATE OF IOWA:

Section 1. That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 5:00 P.M. on January 6, 2020, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Tyson Storm Lake Holdings, LLC and The Hillshire Brands Company.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall 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
DEVELOPMENT AGREEMENT WITH TYSON STORM LAKE
HOLDINGS, LLC AND THE HILLSHIRE BRANDS
COMPANY, 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 January 6, 2020, at 5:00 P.M. in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Tyson Storm Lake Holdings, LLC (the "Developer") and The Hillshire Brands Company (the "Employer").

The Agreement would obligate the Developer to construct certain Minimum Improvements, consisting of the construction of a new feed mill, office building, warehouse, and truck wash, together with all related site improvements, on certain real property located within the Storm Lake Industrial Park Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement would further obligate Developer to demolish the existing feed mill located at 501 Seneca Street in the City. One of the obligations of

Employer relates to employment retention and creation while operating at the Development Property.

The Agreement would further obligate the City to make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 15% of the Tax Increments generated by the construction of the Minimum Improvements and collected pursuant to Section 403.19, Code of Iowa, the cumulative total for all such payments not to exceed the lesser of \$250,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement further proposes that the City will construct certain City Public Improvements (as defined in the Agreement) in support of the project.

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

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

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

Dated this _____ day of _____, 2019.

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

(End of Notice)

PASSED AND APPROVED this 16th day of December, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

City Council Requested Items -- None

Recess 5:56 pm. Reconvened at 6:00 pm.

CIP Worksession - Mayor and Council continued work session for the fiscal year 2020-2021 through 2024-2025 Capital Improvement plan.

Closed Session - Moved by Council Member Engelman to go into Closed Session reference Iowa Code Chapter 21.5 (j) to discuss the purchase of property. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

Attendance in closed session: Gibbins, Derragon, Bonebrake, Olesen, Ramos, Oakleaf, Engelmann, Rice, Smith, McKinney, Ibarra, Porsch, Martinez, and Navratil.

Moved by Council Member Engelmann to go back into open session. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

Adjournment – Moved by Council Member Engelmann to adjourn the meeting at 7:34 pm. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 12/19/2019 - 01/08/2020

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	BVC	FY2020 3rd Quarter Installment	87,450.00
Control Systems Specialists, LLC	BVC	Flame Sensor Probe	1,296.47
Buena Vista County Sheriff's Reserves	BVC	2019 SLHS Homecoming Parade Assistance	80.00
Buena Vista County Solid Waste	BVC	Recycling	73.84
Buena Vista County Clerk of Court	BVC	Case 03111SLSTA0043846 Dismissal	60.00
Buena Vista County Solid Waste	BVC	Recycling	92.68
BVC Total:			89,052.99
Contract/Agreement			
Bolton & Menk, Inc	Contract/Agreement	Design Services through 11/29/2019	7,870.00
Emmons & Olivier Resources, Inc	Contract/Agreement	Implementation Services through 11/30/2019	5,528.70
Storm Lake Public Library Gallery Guild Inc	Contract/Agreement	3rd Qtr FY2020 Outside Agency Funding	3,250.00
Smith Concrete Service Inc	Contract/Agreement	Concrete	734.50
Emmons & Olivier Resources, Inc	Contract/Agreement	General Engineering Services	520.60
Contract/Agreement Total:			17,903.80
Local			
MidAmerican Energy Company	Local	Electric Services	47,320.00
King's Pointe Resort	Local	Cap Reimb for Water Tank	13,380.20
Alliant Energy	Local	Gas Services	5,124.57
Rebnord Technologies, Inc	Local	IT Service Agreement	3,700.00
Verizon Wireless Services LLC	Local	Cell Phone Service	3,295.66
Vetter Equipment	Local	Blowers	2,096.67
Philip E Havens	Local	Legal Services	1,810.90
Long Lines	Local	Phone Service	1,476.36
Larson Oil & Distributing Co, Inc	Local	Propane	1,282.50
Bomgaars Supply, Inc	Local	Supplies	1,042.58
L & G Products, Inc	Local	Herbicide	1,002.94
Arnold Motor Supply, LLP	Local	Supplies	986.21
Larson Oil & Distributing Co, Inc	Local	Propane	877.50
MidAmerican Energy Company	Local	Xmas Lighting	789.75
Garbage Hauling Service Inc	Local	Garbage Service	754.25
Fastenal Company	Local	Supplies	676.45
Stanton Electric, Inc	Local	Installation of Outlet	664.03
Larson Oil & Distributing Co, Inc	Local	Diesel Fuel	621.02
Graham Tire	Local	New Tires (4)	587.80
Edwards Storm Lake	Local	Door Actuator Replacement	518.04
WalMart #01-1526	Local	Supplies	476.34
The Storm Lake Times	Local	Publications	474.59
Rebnord Technologies, Inc	Local	VNC Subscription	400.00
Storm Lake Ace Hardware	Local	Supplies	375.17
Color-ize Inc	Local	Letterhead Paper	375.00
Larson Oil & Distributing Co, Inc	Local	Propane	371.25
Ripke Lawn & Landscape LLC	Local	Excavator	350.00
Graham Tire	Local	Tire Repairs	313.40
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Supplies	209.59
Fastenal Company	Local	Supplies	348.24
Color-ize Inc	Local	WasteWater Books	165.74
Michael P. Reinert	Local	Plate	158.00
Stanton Electric, Inc	Local	Lights	150.60
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	238.91
Robert Ansonge	Local	12/2/2019 Ramos Photo	112.00
Michael P. Reinert	Local	Materials	88.68
Iowa Office Supply Inc	Local	Office Supplies	78.32
O'Reilly Automotive Inc	Local	Battery	67.29

My Buy Local_v1

Payment Date Range: 12/19/2019 - 01/08/2020

Vendor Name	Buy Local Info	Payable Description	Total Payments
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	64.41
Vetter Equipment	Local	Gasket	59.08
Iowa Office Supply Inc	Local	Stapler	50.22
Vetter Equipment	Local	Supplies	43.64
Iowa Office Supply Inc	Local	Office Supplies	37.82
Storm Lake Hydraulics Co, Inc	Local	O-Rings	33.84
Iowa Office Supply Inc	Local	Office Supplies	31.19
Storm City Auto Parts, Inc	Local	Belt	30.72
Storm Lake Hydraulics Co, Inc	Local	Supplies	15.18
Buena Vista Regional Medical Center	Local	ID Nametags	15.00
Stanton Electric, Inc	Local	Lights	14.13
Plumbing & Heating Wholesale, Inc	Local	PVC Pipe	12.88
Storm Lake Hydraulics Co, Inc	Local	Plugs	7.87
Mangold Environmental Testing, Inc	Local	Shipping Services	7.23
Fastenal Company	Local	Supplies	5.61
Iowa Office Supply Inc	Local	Supplies	1.99
O'Reilly Automotive Inc	Local	Core Returned	-25.00
		Local Total:	93,166.36

Non-Local

Winther, Stave & Co., LLP	Non-Local	FY2019 Audit Services	30,600.00
Municipal Supply, Inc	Non-Local	Smart Points	15,390.00
Schaeffer Manufacturing Company	Non-Local	Oil	5,647.20
Mississippi Lime Company	Non-Local	Lime	26,397.04
Buena Vista County Auditor	Non-Local	FY2020 Election	3,159.54
Municipal Supply, Inc	Non-Local	4" Omni Meter	2,936.00
Schaeffer Manufacturing Company	Non-Local	Oil	2,871.00
Iowa Prison Industries	Non-Local	Posts	2,710.00
MW Watermark, LLC	Non-Local	Shifter	2,422.92
Sta-Mel Enterprises, Inc	Non-Local	Delcing Salt	1,872.45
Qualified Presort Service, LLC	Non-Local	Printing Services	1,556.25
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,541.05
Mitchell Nasers	Non-Local	Lime Hauling Service	1,461.64
Ziegler, Inc	Non-Local	Memorial LS Generator Repairs	1,451.85
Praxair Inc	Non-Local	Carbon Dioxide	1,250.24
Hach Company	Non-Local	Testing Supplies	1,131.62
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
Utility Equipment Co	Non-Local	Clamps	730.11
Ed M. Feld Equipment Company, Inc	Non-Local	Air Pack Repairs	670.00
Utility Equipment Co	Non-Local	Clamps	662.15
United States Plastic Corp	Non-Local	Check Valves- Less Tax	661.96
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	642.50
R & R Products, Inc	Non-Local	Knife	1,076.50
Hach Company	Non-Local	Testing Supplies	498.03
Qualified Presort Service, LLC	Non-Local	Printing Services	485.85
Iowa Division of Labor	Non-Local	Boiler Inspections	405.00
American Underground Supply, LLC	Non-Local	Flags	390.00
W. W. Grainger, Inc	Non-Local	Heaters	371.82
United States Plastic Corp	Non-Local	Ball Valve	367.01
Axon Enterprises, Inc	Non-Local	Battery Pack	342.00
Iowa Heart Center	Non-Local	Physical- Fritz	670.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	280.05
Utility Equipment Co	Non-Local	Plugs	256.80
Pitney Bowes	Non-Local	Postage Machine Rental	249.99
Ed M. Feld Equipment Company, Inc	Non-Local	Wheel Dolly Kit	225.00
Qualified Presort Service, LLC	Non-Local	Printing Services	217.09
American Underground Supply, LLC	Non-Local	Traffic Cones	212.52
Midwest Breathing Air, LLC	Non-Local	Quarterly Air Test	208.50
Foundation Analytical Laboratory, Inc	Non-Local	Testing Service	193.00
International Association of Chiefs of Police	Non-Local	FY2020 Membership- Cole	190.00
Hach Company	Non-Local	Sensor	170.00

My Buy Local_v1**Payment Date Range: 12/19/2019 - 01/08/2020**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Mid-States Organized Information Center	Non-Local	Membership	150.00
Service Master by Rice	Non-Local	Services at 6076 Hwy 110	145.97
Iowa Municipal Finance Officers Associatio	Non-Local	12/23/2019 Cert Application Fee- Martinez	125.00
Fire Service Training Bureau	Non-Local	Training Registration- Fevold	100.00
Hach Company	Non-Local	Regulator	98.43
Pattlen Enterprises, Inc	Non-Local	Filter	69.44
Iowa Lakes Regional Water	Non-Local	December 2019 Water Service	65.09
Evertex, Inc	Non-Local	Internet Service February 2020	62.07
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	58.00
Underground Location Company	Non-Local	Locate Services	53.30
Speed's Automotive Supply, Inc	Non-Local	Shock	51.24
Utility Supply of America, Inc	Non-Local	Gaskets	50.25
Cintas First Aid & Safety	Non-Local	First Aid Supplies	47.22
Northwest Iowa League of Cities	Non-Local	12/19/2019 Meeting Registration	45.00
Steven A Beeck	Non-Local	Window Cleaning Services	37.00
Dale Vitito	Non-Local	Cuff Strap	36.89
Municipal Supply, Inc	Non-Local	USB Cord	24.25
Agiliti Health, Inc	Non-Local	Services	12.00
Non-Local Total:		114,555.83	
Payroll/Refunds			
Curtis B. Christiansen	Payroll/Refunds	12/13/2019 Training	209.77
Stephan Hamer	Payroll/Refunds	11/21/2019 Training- Cedar Rapids	69.00
Curtis B. Christiansen	Payroll/Refunds	11/21/2019 Training	39.00
Payroll/Refunds Total:		317.77	
Grand Total:		314,996.75	

King's Pointe Resort

Claims Publication

From 12/13/2019 to 1/2/2020

Vendor	Description	Amount
Weigand-Omega Management Inc	Contract	\$ 26,718.85
Amadeus Hospitality	Supplies	\$ 3,600.00
American Red Cross	Supplies	\$ 38.00
Bomgaars Supply Inc.	Supplies	\$ 573.40
Captive-Aire Systems, Inc.	Supplies	\$ 3,720.13
Feld Fire	Supplies	\$ 90.00
G & R Controls, Inc.	Services	\$ 3,002.71
Garbage Hauling Service, Inc.	Utilities	\$ 277.84
Grainger	Supplies	\$ 102.87
GuestSupply	Supplies	\$ 26.99
HyVee	Food	\$ 79.45
Lakeshore Cyclery, Inc.	Services	\$ 180.00
Nelson's Premix and Vet Supply	Supplies	\$ 2,427.38
Quore Systems, LLC	Services	\$ 570.00
Sioux City Bandits LLC	Advertising	\$ 1,500.00
Sports World Ministries, Inc.	Advertising	\$ 500.00
Steven A. Beeck dba Steve's Window Service	Services	\$ 80.25
Storm Lake Ace Hardware	Supplies	\$ 309.02
Storm Lake Times	Publication	\$ 30.00
Travel and Transport, Inc.	Services	\$ 55.00
Vista Paints	Supplies	\$ 215.80
Weigand Omega Management Payroll 12/23/2019	Payroll	\$ 59,458.22
Munters Corporation	Services	\$ 3,350.85
ServiceMaster by Rice	Services	\$ 1,381.34
Heartland Payment Systems	Services	\$ 8,667.99
Martin Brothers	Food	\$ 10,746.65
Doll Distributing	Beverages	\$ 1,710.55
BevSpot Inc	Services	\$ 348.00
Sift 4	Services	\$ 94.05
Johnson Brothers	Beverages	\$ 988.90
Hy-Vee	Beverages	\$ 1,925.11
Iowa Dept of Revenue	Taxes	\$ 5,000.00
		\$ 137,769.35

Applicant License Application (WBN000284)

Name of Applicant: <u>Hy-Vee, Inc.</u>		
Name of Business (DBA): <u>Hy-Vee # 1634</u>		
Address of Premises: <u>1250 N Lake Avenue</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 732-5628</u>		
Mailing <u>5820 Westown Pkwy</u>		
City <u>West Des Moines</u>	State <u>IA</u>	Zip: <u>50266</u>

Contact Person

Name <u>Kelly Palmer</u>	
Phone: <u>(515) 267-2949</u>	Email <u>kpalmer@hy-vee.com</u>

Classification Class B Native Wine Permit (WBN)

Term:12 months

Effective Date: 01/30/2020

Expiration Date: 01/29/2021

Privileges:

Class B Native Wine Permit (WBN)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Stephen Meyer

First Name: <u>Stephen</u>	Last Name: <u>Meyer</u>	
City: <u>Des Moines</u>	State: <u>Iowa</u>	Zip: <u>50309</u>
Position: <u>Executive VP, Secretary</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Randy Edeker

First Name: <u>Randy</u>	Last Name: <u>Edeker</u>	
City: <u>Urbandale</u>	State: <u>Iowa</u>	Zip: <u>50322</u>
Position: <u>CEO, President</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Michael Skokan

First Name: <u>Michael</u>	Last Name: <u>Skokan</u>	
City: <u>Waukee</u>	State: <u>Iowa</u>	Zip: <u>50263</u>
Position: <u>CFO, Treasurer</u>		

% of Ownership: 0.00%

U.S. Citizen: Yes

Jeffrey Pierce

First Name: Jeffrey

Last Name: Pierce

City: West Des Moines

State: Iowa

Zip: 50265

Position: Asst. Treasurer, Financial
Reporting

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: DAKOTA FIRE INSURANCE COMPANY

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: November 26, 2019

REFERENCE: LIQUOR LICENSE RENEWAL
HY-VEE
1250 N LAKE AVE

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

	11-25-2018 to 4-23-2019	4-24-2019 to 11-23-2019
INCIDENTS		
Accident	3	2
Ambulance Assist	0	2
Burglary Vehicle	1	0
Business Assist	0	3
Business Security	27	48
Citizen Assist	0	1
Drug Investigation	1	0
Fire Alarm	0	5
Forgery	0	1
General Information	1	0
Harassment	2	0
Interpretation	0	3
Juvenile Problem	0	1
Keys Locked In Car	15	8
Law Department Assist	0	1
Lost Property	0	2
Meeting	0	1
Motorist Assist	3	2
PR/Talk/Presentation	12	22
Station Assignment	16	15
Street Beat	5	4
Suspicious Person	0	2
Theft	1	3
Traffic Control	0	1
Vehicle Stop	12	21

Want/ Warrant Check	1	0
Warrant Service	1	0
ARREST		
Pubic Intoxication	1	0
Warrant Arrest	1	0



**CITY OF STORM LAKE
APPLICATION FOR TAXICAB LICENSE**

Applicant's Name Jeffrey L DeWalt Date of Birth 10/2/64

DBA STORM LAKE CAB LLC

Address 1237 Highway 7 STORM LAKE IA

Phone: 299-1684 Business Phone: 712-732-4420 Email: boni.mccart@stormlakeia.com

Address of Business or Base Operation 1237 Highway 7 STORM LAKE IA

Legal Description of Business or Base Operation: CAB Company

For each taxicab to be used under this permit provide the following:

Make / Model / License #/ Owner / Date of last Inspection of Taxi

\$1,000,000 Liability Insurance Certificate on file with City yes

License Fee: First cab = \$100.00, plus \$10.00 for each additional cab. # of cabs 5 Fee \$ 140
Drivers Names & Driver's License Number:

Jeff DeWalt / 801225537

Neil Richardson / 529441479

Maylee Lindquist / 438AF4171

Jim Shemples / 706449181

Don Pierce / 861221995

Boni MCCART / 885224626

Ken Wapewling / 885224636

I hereby certify that all drivers will meet requirements of City Code 4-5-5 Personal Qualifications (see attached). I understand I am required to notify the City of Storm Lake of any changes to the list of drivers.

[Signature]
Signature of Applicant

12/17/2019
Date

Approved by City Council: _____

City Clerk _____

Date _____

Staff Summary

1/6/2020

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	\$ 89,052.99
Contract/Agreement	\$ 17,903.80
Local	\$ 93,166.36
Non- Local	\$ 114,555.83
Payroll/Refunds/Pyrl Tax & Ins	\$ 311,814.82
Total Expenses	\$ 626,493.80
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
❏ List of Bills	List of Bills
❏ Project Activity Report	List of Bills



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 12/19/2019 - 01/08/2020

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	BVC	FY2020 3rd Quarter Installment	87,450.00
Control Systems Specialists, LLC	BVC	Flame Sensor Probe	1,296.47
Buena Vista County Sheriff's Reserves	BVC	2019 SLHS Homecoming Parade Assistance	80.00
Buena Vista County Solid Waste	BVC	Recycling	73.84
Buena Vista County Clerk of Court	BVC	Case 03111SLSTA0043846 Dismissal	60.00
Buena Vista County Solid Waste	BVC	Recycling	92.68
BVC Total:			89,052.99
Contract/Agreement			
Bolton & Menk, Inc	Contract/Agreement	Design Services through 11/29/2019	7,870.00
Emmons & Olivier Resources, Inc	Contract/Agreement	Implementation Services through 11/30/2019	5,528.70
Storm Lake Public Library Gallery Guild Inc	Contract/Agreement	3rd Qtr FY2020 Outside Agency Funding	3,250.00
Smith Concrete Service Inc	Contract/Agreement	Concrete	734.50
Emmons & Olivier Resources, Inc	Contract/Agreement	General Engineering Services	520.60
Contract/Agreement Total:			17,903.80
Local			
MidAmerican Energy Company	Local	Electric Services	47,320.00
King's Pointe Resort	Local	Cap Reimb for Water Tank	13,380.20
Alliant Energy	Local	Gas Services	5,124.57
Rebnord Technologies, Inc	Local	IT Service Agreement	3,700.00
Verizon Wireless Services LLC	Local	Cell Phone Service	3,295.66
Vetter Equipment	Local	Blowers	2,096.67
Philip E Havens	Local	Legal Services	1,810.90
Long Lines	Local	Phone Service	1,476.36
Larson Oil & Distributing Co, Inc	Local	Propane	1,282.50
Bomgaars Supply, Inc	Local	Supplies	1,042.58
L & G Products, Inc	Local	Herbicide	1,002.94
Arnold Motor Supply, LLP	Local	Supplies	986.21
Larson Oil & Distributing Co, Inc	Local	Propane	877.50
MidAmerican Energy Company	Local	Xmas Lighting	789.75
Garbage Hauling Service Inc	Local	Garbage Service	754.25
Fastenal Company	Local	Supplies	676.45
Stanton Electric, Inc	Local	Installation of Outlet	664.03
Larson Oil & Distributing Co, Inc	Local	Diesel Fuel	621.02
Graham Tire	Local	New Tires (4)	587.80
Edwards Storm Lake	Local	Door Actuator Replacement	518.04
WalMart #01-1526	Local	Supplies	476.34
The Storm Lake Times	Local	Publications	474.59
Rebnord Technologies, Inc	Local	VNC Subscription	400.00
Storm Lake Ace Hardware	Local	Supplies	375.17
Color-ize Inc	Local	Letterhead Paper	375.00
Larson Oil & Distributing Co, Inc	Local	Propane	371.25
Ripke Lawn & Landscape LLC	Local	Excavator	350.00
Graham Tire	Local	Tire Repairs	313.40
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Supplies	209.59
Fastenal Company	Local	Supplies	348.24
Color-ize Inc	Local	WasteWater Books	165.74
Michael P. Reinert	Local	Plate	158.00
Stanton Electric, Inc	Local	Lights	150.60
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	238.91
Robert Ansonge	Local	12/2/2019 Ramos Photo	112.00
Michael P. Reinert	Local	Materials	88.68
Iowa Office Supply Inc	Local	Office Supplies	78.32
O'Reilly Automotive Inc	Local	Battery	67.29

My Buy Local_v1
Payment Date Range: 12/19/2019 - 01/08/2020

Vendor Name	Buy Local Info	Payable Description	Total Payments
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	64.41
Vetter Equipment	Local	Gasket	59.08
Iowa Office Supply Inc	Local	Stapler	50.22
Vetter Equipment	Local	Supplies	43.64
Iowa Office Supply Inc	Local	Office Supplies	37.82
Storm Lake Hydraulics Co, Inc	Local	O-Rings	33.84
Iowa Office Supply Inc	Local	Office Supplies	31.19
Storm City Auto Parts, Inc	Local	Belt	30.72
Storm Lake Hydraulics Co, Inc	Local	Supplies	15.18
Buena Vista Regional Medical Center	Local	ID Nametags	15.00
Stanton Electric, Inc	Local	Lights	14.13
Plumbing & Heating Wholesale, Inc	Local	PVC Pipe	12.88
Storm Lake Hydraulics Co, Inc	Local	Plugs	7.87
Mangold Environmental Testing, Inc	Local	Shipping Services	7.23
Fastenal Company	Local	Supplies	5.61
Iowa Office Supply Inc	Local	Supplies	1.99
O'Reilly Automotive Inc	Local	Core Returned	-25.00
		Local Total:	93,166.36

Non-Local

Winther, Stave & Co., LLP	Non-Local	FY2019 Audit Services	30,600.00
Municipal Supply, Inc	Non-Local	Smart Points	15,390.00
Schaeffer Manufacturing Company	Non-Local	Oil	5,647.20
Mississippi Lime Company	Non-Local	Lime	26,397.04
Buena Vista County Auditor	Non-Local	FY2020 Election	3,159.54
Municipal Supply, Inc	Non-Local	4" Omni Meter	2,936.00
Schaeffer Manufacturing Company	Non-Local	Oil	2,871.00
Iowa Prison Industries	Non-Local	Posts	2,710.00
MW Watermark, LLC	Non-Local	Shifter	2,422.92
Sta-Mel Enterprises, Inc	Non-Local	Delcing Salt	1,872.45
Qualified Presort Service, LLC	Non-Local	Printing Services	1,556.25
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,541.05
Mitchell Nasers	Non-Local	Lime Hauling Service	1,461.64
Ziegler, Inc	Non-Local	Memorial LS Generator Repairs	1,451.85
Praxair Inc	Non-Local	Carbon Dioxide	1,250.24
Hach Company	Non-Local	Testing Supplies	1,131.62
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
Utility Equipment Co	Non-Local	Clamps	730.11
Ed M. Feld Equipment Company, Inc	Non-Local	Air Pack Repairs	670.00
Utility Equipment Co	Non-Local	Clamps	662.15
United States Plastic Corp	Non-Local	Check Valves- Less Tax	661.96
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	642.50
R & R Products, Inc	Non-Local	Knife	1,076.50
Hach Company	Non-Local	Testing Supplies	498.03
Qualified Presort Service, LLC	Non-Local	Printing Services	485.85
Iowa Division of Labor	Non-Local	Boiler Inspections	405.00
American Underground Supply, LLC	Non-Local	Flags	390.00
W. W. Grainger, Inc	Non-Local	Heaters	371.82
United States Plastic Corp	Non-Local	Ball Valve	367.01
Axon Enterprises, Inc	Non-Local	Battery Pack	342.00
Iowa Heart Center	Non-Local	Physical- Fritz	670.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	280.05
Utility Equipment Co	Non-Local	Plugs	256.80
Pitney Bowes	Non-Local	Postage Machine Rental	249.99
Ed M. Feld Equipment Company, Inc	Non-Local	Wheel Dolly Kit	225.00
Qualified Presort Service, LLC	Non-Local	Printing Services	217.09
American Underground Supply, LLC	Non-Local	Traffic Cones	212.52
Midwest Breathing Air, LLC	Non-Local	Quarterly Air Test	208.50
Foundation Analytical Laboratory, Inc	Non-Local	Testing Service	193.00
International Association of Chiefs of Police	Non-Local	FY2020 Membership- Cole	190.00
Hach Company	Non-Local	Sensor	170.00

My Buy Local_v1**Payment Date Range: 12/19/2019 - 01/08/2020**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Mid-States Organized Information Center	Non-Local	Membership	150.00
Service Master by Rice	Non-Local	Services at 6076 Hwy 110	145.97
Iowa Municipal Finance Officers Associatio	Non-Local	12/23/2019 Cert Application Fee- Martinez	125.00
Fire Service Training Bureau	Non-Local	Training Registration- Fevold	100.00
Hach Company	Non-Local	Regulator	98.43
Pattlen Enterprises, Inc	Non-Local	Filter	69.44
Iowa Lakes Regional Water	Non-Local	December 2019 Water Service	65.09
Evertex, Inc	Non-Local	Internet Service February 2020	62.07
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	58.00
Underground Location Company	Non-Local	Locate Services	53.30
Speed's Automotive Supply, Inc	Non-Local	Shock	51.24
Utility Supply of America, Inc	Non-Local	Gaskets	50.25
Cintas First Aid & Safety	Non-Local	First Aid Supplies	47.22
Northwest Iowa League of Cities	Non-Local	12/19/2019 Meeting Registration	45.00
Steven A Beeck	Non-Local	Window Cleaning Services	37.00
Dale Vitito	Non-Local	Cuff Strap	36.89
Municipal Supply, Inc	Non-Local	USB Cord	24.25
Agiliti Health, Inc	Non-Local	Services	12.00
Non-Local Total:		114,555.83	
Payroll/Refunds			
Curtis B. Christiansen	Payroll/Refunds	12/13/2019 Training	209.77
Stephan Hamer	Payroll/Refunds	11/21/2019 Training- Cedar Rapids	69.00
Curtis B. Christiansen	Payroll/Refunds	11/21/2019 Training	39.00
Payroll/Refunds Total:		317.77	
Grand Total:		314,996.75	



Storm Lake, IA

Project Activity vs Budget Report

By Project Number

Date Range: 12/19/2019 - 01/08/2020

Project Number	Project Name	Group	Type	Status				
01112-0019	WasteWater Treatment Facility Wetlands	National Resiliency Disaster Grant Projects	Federal/State Grant	Active				
Expenses			Beginning Balance	Total Activity	Ending Balance	Budget Remaining		
Account Key	Account Name	Total Budget	Date Range Budget					
62100001-02	WWTP Engineering	195,000.00	11,470.56	170,115.69	5,528.70	175,644.39	19,355.61	
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
621-8065-09-6499	Contractual Services	01/06/2020	Implementation Services through 11/30/2019	Emmons & Olivier Resources, Inc	01112-0019-36	5,528.70		
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100001-03	WWTP Legal/Admin	10,635.00	625.53	8,035.72	0.00	8,035.72	2,599.28	
01112-0019 Total:		205,635.00	12,096.09	178,151.41	5,528.70	183,680.11	21,954.89	
Project Number	Project Name	Group	Type	Status				
01112-0020	10th & Ontario StormWater Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active				
Expenses			Beginning Balance	Total Activity	Ending Balance	Budget Remaining		
Account Key	Account Name	Total Budget	Date Range Budget					
62100002-01	10th & Ontario Construction	1,432,754.21	84,279.49	1,415,713.94	0.00	1,415,713.94	17,040.27	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100002-02	10th & Ontario Engineering	313,500.00	18,441.12	313,480.12	0.00	313,480.12	19.88	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100002-03	10th & Ontario Legal/Admin	7,500.00	441.12	4,803.12	0.00	4,803.12	2,696.88	
01112-0020 Total:		1,753,754.21	103,161.73	1,733,997.18	0.00	1,733,997.18	19,757.03	
Project Number	Project Name	Group	Type	Status				
01112-0021	4th & Oats StormWater Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active				
Expenses			Beginning Balance	Total Activity	Ending Balance	Budget Remaining		
Account Key	Account Name	Total Budget	Date Range Budget					
62100003-01	4th & Oats Construction	684,980.15	40,292.95	0.00	0.00	0.00	684,980.15	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100003-02	4th & Oats Engineering	137,000.00	8,058.88	119,502.86	0.00	119,502.86	17,497.14	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100003-03	4th & Oats Legal & Admin	15,500.00	911.71	14,128.56	0.00	14,128.56	1,371.44	
01112-0021 Total:		837,480.15	49,263.54	133,631.42	0.00	133,631.42	703,848.73	

Project Activity vs Budget Report
Date Range: 12/19/2019 - 01/08/2020

Project Number	Project Name	Group	Type	Status				
16-19284	4th & Barton Storm Water Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active				
Expenses								
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100004-02	4th & Barton SW Improvements	118,500.00	6,970.56	63,786.50	0.00	63,786.50	54,713.50	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100004-03	4th & Barton Legal/Admin	7,500.00	441.12	4,803.12	0.00	4,803.12	2,696.88	
16-19284 Total:		126,000.00	7,411.68	68,589.62	0.00	68,589.62	57,410.38	
Project Number	Project Name	Group	Type	Status				
18-CF-004	United Community Health Service Center	Economic Development	Grant	Active				
Expenses								
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
30100005-01	UHC Service Center- Construction	580,000.00	58,000.00	224,135.00	0.00	224,135.00	355,865.00	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
30100005-03	UHC Service Center- Admin	20,000.00	2,000.00	4,000.00	7.60	4,007.60	15,992.40	
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
001-6900-06-6414	Publications/Recording	01/06/2020	Publications	The Storm Lake Times	December 2019	7.60		
18-CF-004 Total:		600,000.00	60,000.00	228,135.00	7.60	228,142.60	371,857.40	
Project Number	Project Name	Group	Type	Status				
19-22797	Memorial Lift Station Improvements	Sanitary Sewer Projects	Construction	Active				
Expenses								
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
61100002-01	Memorial LS Improvement- Construction	61,835.00	6,183.50	0.00	0.00	0.00	61,835.00	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
61100002-02	Memorial LS Improvement- Engineering	323,000.00	32,300.00	55,350.00	0.00	55,350.00	267,650.00	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
61100002-03	Memorial LS Improvement- Legal/Admin	18,800.00	1,880.00	0.00	0.00	0.00	18,800.00	
19-22797 Total:		403,635.00	40,363.50	55,350.00	0.00	55,350.00	348,285.00	
Project Number	Project Name	Group	Type	Status				
35665	1st & Mae Street	National Resiliency Disaster Grant Projects	Federal/State Grant	Active				
Expenses								
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100006-01	1st & Mae SW Construction	674,382.59	39,669.63	608,824.64	0.00	608,824.64	65,557.95	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100006-02	1st & Mae SW Engineering	180,000.00	10,588.16	108,490.69	0.00	108,490.69	71,509.31	

Project Activity vs Budget Report

Date Range: 12/19/2019 - 01/08/2020

Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100006-03	1st & Mae SW Legal/Admin	13,500.00	794.06	10,803.13	0.00	10,803.13	2,696.87
35665 Total:		867,882.59	51,051.85	728,118.46	0.00	728,118.46	139,764.13
Project Number 8406	Project Name 7th & Geneseo St Sanitary Sewer Improvements	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active			
Expenses							
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100008-01	7th & Geneseo Construction	348,446.35	20,496.91	348,446.35	0.00	348,446.35	0.00
62100008-02	7th & Geneseo Engineering	45,360.00	2,668.16	45,360.00	0.00	45,360.00	0.00
62100008-03	7th & Geneseo Legal/Admin	16,500.00	970.56	13,803.13	0.00	13,803.13	2,696.87
8406 Total:		410,306.35	24,135.63	407,609.48	0.00	407,609.48	2,696.87
Project Number A21.117315	Project Name Casino Lift Station Odor Control Improvements	Group Sanitary Sewer Projects	Type Construction	Status Active			
Expenses							
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
61100001-01	Casino LS Odor Control- Construction	185,104.58	11,569.13	175,849.35	0.00	175,849.35	9,255.23
61100001-02	Casino LS Odor Control- Engineering	70,000.00	4,375.00	63,000.00	7,870.00	70,870.00	-870.00
GL Account Number 611-8017-09-6799	GL Account Name Undesignated Capital	Post Date 01/06/2020	Description Design Services through 11/29/2019	Vendor Name Bolton & Menk, Inc	Item Number 0243295	Activity 7,870.00	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
61100001-03	Casino LS Odor Control- Legal/Admin	0.00	0.00	2,699.06	0.00	2,699.06	-2,699.06
A21.117315 Total:		255,104.58	15,944.13	241,548.41	7,870.00	249,418.41	5,686.17
Project Number New	Project Name Highway 7/110 Traffic Lane/Signalization	Group Street Construction	Type Construction	Status Active			
Expenses							
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100006-01	HWY 7/110 Traffic Control- Construction	1,192,000.00	85,142.86	0.00	0.00	0.00	1,192,000.00
30100006-02	HWY 7/110 Traffic Control- Engineering	298,000.00	21,285.72	0.00	0.00	0.00	298,000.00
New Total:		1,490,000.00	106,428.58	0.00	0.00	0.00	1,490,000.00

Project Activity vs Budget Report

Date Range: 12/19/2019 - 01/08/2020

Project Number New 2	Project Name FEMA Lake Bank Restoration	Group Economic Development			Type Federal/State Grant	Status Active		
Expenses				Date Range	Beginning		Ending	Budget
Account Key 30100007-02	Account Name Lake Bank Restoration- Engineering		Total Budget 48,690.00	Budget 6,492.00	Balance 21,181.00	Total Activity 0.00	Balance 21,181.00	Remaining 27,509.00
	New 2 Total:		48,690.00	6,492.00	21,181.00	0.00	21,181.00	27,509.00
Project Number New 4	Project Name Runway 13/31 & Taxiway Lighting	Group Airport Projects			Type Construction	Status Active		
Expenses				Date Range	Beginning		Ending	Budget
Account Key 30100008-02	Account Name Runway 13/31 & Taxiway- Engineering		Total Budget 97,900.00	Budget 13,985.72	Balance 0.00	Total Activity 0.00	Balance 0.00	Remaining 97,900.00
	New 4 Total:		97,900.00	13,985.72	0.00	0.00	0.00	97,900.00
Project Number P11.106893	Project Name Richland Street Rehabilitation	Group Street Construction			Type Construction	Status Active		
Expenses				Date Range	Beginning		Ending	Budget
Account Key 30100001-01	Account Name Richland St Construction		Total Budget 464,969.30	Budget 25,831.59	Balance 464,969.30	Total Activity 0.00	Balance 464,969.30	Remaining 0.00
Account Key 30100001-02	Account Name Richland St Engineering		Total Budget 84,180.00	Budget 4,676.61	Balance 75,253.25	Total Activity 0.00	Balance 75,253.25	Budget Remaining 8,926.75
	P11.106893 Total:		549,149.30	30,508.20	540,222.55	0.00	540,222.55	8,926.75
Project Number P11.112742	Project Name North Central SW Phase II	Group National Resiliency Disaster Grant Projects			Type Federal/State Grant	Status Active		
Expenses				Date Range	Beginning		Ending	Budget
Account Key 62100007-01	Account Name NCSW Ph II Construction		Total Budget 1,595,092.00	Budget 93,828.96	Balance 1,595,092.00	Total Activity 0.00	Balance 1,595,092.00	Remaining 0.00
Account Key 62100007-02	Account Name NCSW Ph II Engineering		Total Budget 273,000.00	Budget 16,058.88	Balance 251,849.25	Total Activity 0.00	Balance 251,849.25	Budget Remaining 21,150.75
Account Key 62100007-03	Account Name NCSW Ph II Admin/Legal		Total Budget 7,500.00	Budget 441.12	Balance 4,956.13	Total Activity 0.00	Balance 4,956.13	Budget Remaining 2,543.87
	P11.112742 Total:		1,875,592.00	110,328.96	1,851,897.38	0.00	1,851,897.38	23,694.62
Project Number P11.113934	Project Name 3rd Addition Phase III	Group Economic Development			Type Construction	Status Finished		
Expenses				Date Range	Beginning		Ending	Budget
Account Key 12500001-01	Account Name 3rd Addition Ph III Construction		Total Budget 465,050.20	Budget 25,835.99	Balance 465,050.20	Total Activity 0.00	Balance 465,050.20	Remaining 0.00
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Budget Remaining

Project Activity vs Budget Report

Date Range: 12/19/2019 - 01/08/2020

12500001-02	3rd Addition Ph III- Engineering		50,500.00	2,805.48	79,228.00	0.00	79,228.00	-28,728.00
P11.113934 Total:			515,550.20	28,641.47	544,278.20	0.00	544,278.20	-28,728.00
Project Number	Project Name	Group			Type	Status		
P11.115917	Memorial Park Water Quality	National Resiliency Disaster Grant Projects			Federal/State Grant	Active		
Expenses				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100005-02	Memorial Park WQ Engineering		45,668.00	3,149.52	43,239.50	0.00	43,239.50	2,428.50
				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100005-03	Memorial Park WQ Legal/Admin		7,500.00	517.24	4,836.53	0.00	4,836.53	2,663.47
P11.115917 Total:			53,168.00	3,666.76	48,076.03	0.00	48,076.03	5,091.97
Project Number	Project Name	Group			Type	Status		
P11.117908	Michigan Street Parking Lot Reconstruction	Street Construction			Construction	Active		
Expenses				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
30100003-01	Michigan St Parking Construction		326,907.00	40,863.38	311,543.00	0.00	311,543.00	15,364.00
				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
30100003-02	Michigan St Parking Engineering		82,390.00	10,298.76	111,326.50	0.00	111,326.50	-28,936.50
				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
30100003-03	Michigan St Parking Legal/Admin		0.00	0.00	4,786.40	0.00	4,786.40	-4,786.40
P11.117908 Total:			409,297.00	51,162.14	427,655.90	0.00	427,655.90	-18,358.90
Project Number	Project Name	Group			Type	Status		
P11.118940	Oneida Street Reconstruction from RR to Milw	Street Construction			Construction	Active		
Expenses				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
30100004-02	Oneida to Milwaukee Eng		388,300.00	27,735.72	183,973.50	0.00	183,973.50	204,326.50
P11.118940 Total:			388,300.00	27,735.72	183,973.50	0.00	183,973.50	204,326.50
Project Number	Project Name	Group			Type	Status		
T51.115389	Rehabilitate Connector Apron	Airport Projects			Federal/State Grant	Finished		
Expenses				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
30100002-01	Apron Rehab- Construction		75,492.00	0.00	75,492.00	0.00	75,492.00	0.00
				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
30100002-02	Apron Rehab- Engineering		28,695.50	0.00	28,695.50	0.00	28,695.50	0.00
T51.115389 Total:			104,187.50	0.00	104,187.50	0.00	104,187.50	0.00

Summary

Project Summary

Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
01112-0019	WasteWater Treatment Facility Wetlan...	205,635.00	12,096.09	178,151.41	5,528.70	183,680.11	21,954.89
01112-0020	10th & Ontario StormWater Improvem...	1,753,754.21	103,161.73	1,733,997.18	0.00	1,733,997.18	19,757.03
01112-0021	4th & Oats StormWater Improvements	837,480.15	49,263.54	133,631.42	0.00	133,631.42	703,848.73
16-19284	4th & Bartion Storm Water Improvemen...	126,000.00	7,411.68	68,589.62	0.00	68,589.62	57,410.38
18-CF-004	United Community Health Service Center	600,000.00	60,000.00	228,135.00	7.60	228,142.60	371,857.40
19-22797	Memorial Lift Station Improvements	403,635.00	40,363.50	55,350.00	0.00	55,350.00	348,285.00
35665	1st & Mae Street	867,882.59	51,051.85	728,118.46	0.00	728,118.46	139,764.13
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	24,135.63	407,609.48	0.00	407,609.48	2,696.87
A21.117315	Casino Lift Station Ordor Control Impro...	255,104.58	15,944.13	241,548.41	7,870.00	249,418.41	5,686.17
New	Highway 7/110 Traffic Lane/Signalization	1,490,000.00	106,428.58	0.00	0.00	0.00	1,490,000.00
New 2	FEMA Lake Bank Restoration	48,690.00	6,492.00	21,181.00	0.00	21,181.00	27,509.00
New 4	Runway 13/31 & Taxiway Lighting	97,900.00	13,985.72	0.00	0.00	0.00	97,900.00
P11.106893	Richland Street Rehabilitation	549,149.30	30,508.20	540,222.55	0.00	540,222.55	8,926.75
P11.112742	North Central SW Phase II	1,875,592.00	110,328.96	1,851,897.38	0.00	1,851,897.38	23,694.62
P11.113934	3rd Addition Phase III	515,550.20	28,641.47	544,278.20	0.00	544,278.20	-28,728.00
P11.115917	Memorial Park Water Quality	53,168.00	3,666.76	48,076.03	0.00	48,076.03	5,091.97
P11.117908	Michigan Street Parking Lot Reconstruct...	409,297.00	51,162.14	427,655.90	0.00	427,655.90	-18,358.90
P11.118940	Oneida Street Reconstruction from RR t...	388,300.00	27,735.72	183,973.50	0.00	183,973.50	204,326.50
T51.115389	Rehabilitate Connector Apron	104,187.50	0.00	104,187.50	0.00	104,187.50	0.00
Report Total:		10,991,631.88	742,377.70	7,496,603.04	13,406.30	7,510,009.34	3,481,622.54

Group Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	202,087.50	13,985.72	104,187.50	0.00	104,187.50	97,900.00
Economic Development	1,164,240.20	95,133.47	793,594.20	7.60	793,601.80	370,638.40
National Resiliency Disaster Grant Proje...	6,129,818.30	361,116.24	5,150,070.98	5,528.70	5,155,599.68	974,218.62
Sanitary Sewer Projects	658,739.58	56,307.63	296,898.41	7,870.00	304,768.41	353,971.17
Street Construction	2,836,746.30	215,834.64	1,151,851.95	0.00	1,151,851.95	1,684,894.35
Report Total:	10,991,631.88	742,377.70	7,496,603.04	13,406.30	7,510,009.34	3,481,622.54

Type Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	4,108,936.08	314,769.46	1,993,028.56	7,870.00	2,000,898.56	2,108,037.52
Federal/State Grant	6,282,695.80	367,608.24	5,275,439.48	5,528.70	5,280,968.18	1,001,727.62
Grant	600,000.00	60,000.00	228,135.00	7.60	228,142.60	371,857.40
Report Total:	10,991,631.88	742,377.70	7,496,603.04	13,406.30	7,510,009.34	3,481,622.54

Staff Summary

1/6/2020

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: Keri Navratil, City Manager

SUBJECT: **City Council Appointments of City Attorney and City Clerk**

BACKGROUND: Following the election of new council members the City Council has the opportunity to appoint or re-appoint individuals for the position of City Clerk and City Attorney.

Mayra Martinez is the current City Clerk and was originally appointed to the position in January 2017

Phil Havens is the current City Attorney and was originally appointed to the position in 2011.

FISCAL IMPACT: There is no fiscal impact to these appointments.

RECOMMENDATION: Appoint City Clerk and City Attorney for a period of two years (ending December 31, 2021) at which time new Council Elections will take place.

Staff Summary

1/6/2020

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: Chris Cole, Assistant Police Chief

SUBJECT: **SLPD Code Enforcement Summary**

BACKGROUND: 11/14/2019 to 11/26/2019
19 total
Accumulate Junk - 12
Junk Vehicle - 5
Accumulate Trash - 1
Accumulate used tires - 1

Citation -1

FISCAL IMPACT: None

RECOMMENDATION: No Action Necessary

Staff Summary

1/6/2020

Agenda Item # E.



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: **Acknowledge the prior month's Board and Commission Minutes.**

BACKGROUND: Minutes to approve are as follows:
Airport Commission Minutes
Library Board Minutes
Planning & Zoning Commission Minutes
Board of Adjustment Minutes

FISCAL IMPACT: None

RECOMMENDATION: Acknowledge Minutes

ATTACHMENTS:

Description	Type
☐ Airport Minutes December 2019	Minutes
☐ Library Minutes Dec 2019	Minutes
☐ Planning & Zoning Minutes Dec 2019	Minutes

**Storm Lake Airport Commission
Regular Meeting
Airport Terminal
Monday, December 9, 2019 4:00 PM**

Present: Commission Members Bob Ansoerge and Doug White. Absent: Commissioners Maxine Lampe, Dan Richardson and Sara Huddleston. Others Present: Jim Bartholomew, John Bartholomew, Tyler Gibbins and Greg Broussard with Bolton & Menk.

Chairman Bob Ansoerge called the meeting to order at 4:08 PM.

Hear the Public – No comments.

Minutes – Moved by Commissioner Richardson to approve the November 11, 2019 Airport Commission Minutes. Seconded by Commissioner White. Vote: All ayes with Commissioners Lampe, Richardson and Huddleston absent. Motion carried.

Financial Report – Moved by Commissioner Richardson to approve the financial reports for November 2019. Seconded by Commissioner White. Vote: All ayes with Commissioners Lampe, Richardson and Huddleston absent. Motion carried.

Fuel Report – Moved by Commissioner Richardson to approve the November Fuel Report. Seconded by Commissioner White. Vote: All ayes with Commissioners Lampe, Richardson and Huddleston absent. Motion carried.

Airport Manager's Monthly Report – Ordered a load of jet fuel and received 7504 gallons of jet fuel. Shipped circuit boards to Fuel Master. Called Sioux Equipment about printer not working and they corrected it over the phone. Repaired door latch on hangar 3r F stall #2 and also repaired the cover on the sniffer well. Completed the State application to renew the registered landing area permit and received the permit from the State and posted it on the bulletin board. Issued NOTAM closing the airport from Tuesday, 11/19/19 through Friday 11/22/19 due to snow and ice. Plowed snow on runway 17/35. Reissued NOTAM closing the airport from noon, Wednesday 11/27/19 through Monday, 12/02/19 due to ice on runways, ramp, parking lot and hangars.

Courtesy Car Usage: 5 users – 88 miles
Fuel Meter Reading: Jet A 461,738 – 100LL 112,983.9

Administration Report – None

Adjourn – Moved by Commissioner Richardson to adjourn the meeting at 4:47 pm. Seconded by Commissioner White. Vote: All ayes with Commissioners Lampe, Richardson and Huddleston absent. Motion carried

Mayra Martinez, City Clerk



Library Board Meeting, City of Storm Lake, Library Meeting Room, December 9, 2019, 4:00 p.m.

Present: Board President Mary Kay Hudspeth, Candy Clough, Jim Eliason, Sarah Freking, Sue Lyngaas and Barb Wells. Also present, Elizabeth Huff, Library Director and Dana Larsen, Pilot-Tribune.

Board President Hudspeth called the meeting to order at 4:01 p.m.

Disclosure by Library Board Members – none.

Minutes – Moved by Board Member Eliason to approve November Minutes. Seconded by Board Member Freking. Vote all ayes. Motion carried.

Director's Report – There were no questions regarding the Calendar, Bar Charts and Ledgers. Ledger questions from last month were answered: one line-item was IPTV reimbursement and the other was owed staff wages incurred by promotion. Friends' fundraising baskets bids would end on Thursday, December 12, 2019 at 8PM. Hy-Vee Receipt Program check was deposited into Donations. The State Library Enrich Iowa checks were received and deposited. The Library Director had an interview with the Capital Projects Finance Committee. The submitted Capital Projects were included in the budget, however the supplemental request for increased materials budget must be presented to Council in January. The IPTV Zoom meeting confirmed the library programs for 2020. The Trustees will purchase a clock for the meeting room from Paxton's Jewelry. The Library Director estimated \$7000 for Spanish language materials were purchased at the International Book Fair. The partnership renewal meeting for the Sister Library was attended by Anahuac Chapalita School Principals Montoya and Valdives, School Teachers Mr. Pryor and Mrs. Perez as translators and Michael Dowling of American Library Association, International Office. The Sister Library acknowledged the greetings from the Trustees, the Friends of the Library Board, the Mayor and Council and the City Manager. The Sister Library Partnership was renewed for 2020-2022 and gift books from the Friends of the Library were gratefully received.

Bills – Moved by Board Member Lyngaas to approve December Bills. Seconded by Board Member Wells. Vote all ayes. Motion carried.

Friends' Funds from Credit Card Transactions – Moved by Board Member Lyngaas to approve the Friends' Fund of \$3.00 for credit card transactions. Seconded by Board Member Clough. Vote all ayes. Motion carried.

Approval of 2020 Library Closures – Moved by Board Member Freking to approve 2020 Library Closures. Seconded by Board Member Lyngaas. Vote: all ayes. Motion carried.

Adjourn – Board Member Clough expressed the Witter Gallery Board's appreciation of the Trustees' support of their Gala Event. Moved by Board Member Wells to adjourn meeting at 4:45 p.m. Seconded by Board Member Clough. Vote all ayes. Motion carried.

Elizabeth Huff, Library Director. Please note the above is an unapproved draft of minutes and will be approved by the Board of Trustees on January 13, 2020.

PLANNING AND ZONING COMMISSION, December 19, 2019, 5:30 P.M., CITY HALL COUNCIL CHAMBERS, STORM LAKE, IOWA

MEMBERS PRESENT: David Walker, Maria Ramos, Andriette Wickstrom. Trevina Jefferson (by phone).

ABSENT: Tony Statz, Matt Ricklefs.

OTHERS PRESENT: Scott Olesen (Building Official), Colette Baker (Permit Clerk), Stacey Cole (Storm Lake Community School District) Jeff Tollefson (Storm Lake Community School District), Mike Pollmann (DLR Group), and D Danley (DLR Group).

Chairman Walker called the meeting to order at 5:30pm.

Item 1: Approval of Minutes from The August 26, 2019 P & Z Meeting- Moved by Commissioner Wickstrom to approve the minutes from the August 26, 2019 meeting. Seconded by Commissioner Ramos. Vote: All Ayes with Commissioners Statz and Ricklefs absent. Motion carried.

Item 2: Public Hearing on A Proposed Re-zoning of Parcel owned by Storm Lake Community School District.

Chairman Walker opened the public hearing.

Scott Olesen – The Storm Lake Community School District is requesting a change in the Zoning designation of a parcel of property it owns which is generally located north east of the intersection Abner Bell Road (90th Avenue) and West Milwaukee (Highway Seven). The Storm Lake Community School District is requesting that the property be Re-Zoned as IN-2, Institutional Facilities District. The current Zoning District designation for this parcel is RES, Reserve District.

The RES Zoning District is used for properties as they are annexed into the City limits and for which there is no immediate proposal for use of the property other than the existing use, which is typically agricultural. This is the case with the property for which the School District is requesting a change in Zoning. It has been used for agricultural purpose to this point in time.

The proposed request for re-zoning would extend the IN-2 Zoning District from the parcel directly adjacent to the south of the School District's property. This would therefore extend an existing IN-2 District to include an adjacent parcel and would not create an island or "spot zone". The proposed use of the property would be for the new Early Childhood Center which is a permitted use in the proposed Zoning District.

A re-zoning request is a proposal to change the Official Zoning Map, and therefore requires that Planning and Zoning Commission make a recommendation to the Storm Lake City Council. The City Council will need to hold a public hearing and three readings to approve the request.

This is not industrial it is institutional to allow for building school this is about re-zoning and the decision should be based on the zoning not the specific plans.

Chairman Walker calls for others who wish to be heard.

Jeff Tollefson talked about the 3 phases of the building. He explained the parking, pick up, drop off and bus loops and how they have considered traffic flow.

Hearing no further questions from the public Chairman Walker closed the Public Hearing.

Item 3: Proposed Re-zoning of Parcel owned by Storm Lake Community School District.

Scott Olesen -The Storm Lake Community School District is requesting a change in the Zoning designation of a parcel of property it owns which is generally located north east of the intersection Abner Bell Road (90th Avenue) and West Milwaukee (Highway Seven). The Storm Lake Community

School District is requesting that the property be Re-Zoned as IN-2, Institutional Facilities District. The current Zoning District designation for this parcel is RES, Reserve District.

The RES Zoning District is used for properties as they are annexed into the City limits and for which there is no immediate proposal for use of the property other than the existing use, which is typically agricultural. This is the case with the property for which the School District is requesting a change in Zoning. It has been used for agricultural purpose to this point in time.

The proposed request for re-zoning would extend the IN-2 Zoning District from the parcel directly adjacent to the south of the School District's property. This would therefore extend an existing IN-2 District to include an adjacent parcel and would not create an island or "spot zone". The proposed use of the property would be for the new Early Childhood Center which is a permitted use in the proposed Zoning District.

Commissioner Wickstrom asks about the timeline for completion. Scott Olesen answers that a re-zoning request is a proposal to change the Official Zoning Map, and therefore requires that Planning and Zoning Commission make a recommendation to the Storm Lake City Council. The City Council will need to hold a public hearing and three readings to approve the request.

Commissioner Walker called for any other questions and hearing none entertained a motion.

Commissioner Wickstrom makes a motion that the Storm Lake Planning & zoning Commission approve application 2019-3 for the proposed re-zoning of the parcel owned by the Storm Lake Community School district generally described as north east of the intersection of Abner Bell Rd (90th) Ave and West Milwaukee (Highway Seven) 59510 90th Avenue. Seconded by Commissioner Ramos.

Roll Call Vote:

Tony Statz –Absent

Trevina Jefferson (by phone) – Approve

David Walker – Approve

Matt Ricklefs – Absent

Andriette Wickstrom – Approve

Maria Ramos - Approve

Motion carried.

Item 10: Adjourn Moved by Commissioner Walker to Adjourn. Seconded by Commissioner Ramos.
Vote: All Ayes with Commissioners Ricklefs and Statz absent. Motion carried Meeting closed

David Walker, Chairman

Secretary, Mayra A. Martinez

Staff Summary

1/6/2020

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: Mayra Martinez, City Clerk

SUBJECT: **Motion to Appoint Mayor Pro-Tem**

BACKGROUND: This agenda item would appoint the Mayor Pro-Tem. The Mayor Pro-Tem conducts the Council meetings in the Mayor's absence or unable to act.

FISCAL IMPACT: No fiscal impact.

RECOMMENDATION: Appoint a Mayor Pro-Tem

Staff Summary

1/6/2020

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: Scott Olesen, Building Official

SUBJECT: **Public Hearing For Proposed Re-Zoning Of A Parcel
Located at 5950 90th Avenue.**

BACKGROUND: The Storm Lake Community School District is requesting a change in the Zoning designation of a parcel of property it owns which is generally located north east of the intersection Abner Bell Road (90th Avenue) and West Milwaukee (Highway Seven). Described as: A tract of land located in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) Section Thirty-Three, Township Ninety-One North, Range 37 West of the 5th P.M., Buena Vista County. The full legal description is included in the attached exhibit in this staff summary.

The Storm Lake Community School District is requesting that the property be Re-Zoned as IN-2, Institutional Facilities District. The current Zoning District designation for this parcel is RES, Reserve District.

The RES Zoning District is used for properties as they are annexed into the City limits and for which there is no immediate proposal for use of the property other than the existing use, which is typically agricultural. This is the case with the property for which the School District is requesting a change in Zoning. It has been used for agricultural purpose to this point in time.

The proposed request for re-zoning would extend the IN-2 Zoning District from the parcel directly adjacent to the south of the School District's property. This would therefore extend an existing IN-2 District to include an adjacent parcel and would not create an island or "spot zone". The proposed use of the property would be for the new Early Childhood Center which is a permitted use in the proposed Zoning District.

A re-zoning request is a proposal to change the Official Zoning Map, and therefore requires that Planning and Zoning Commission make a recommendation to the Storm Lake City Council. The City Council will need to hold a public hearing and three readings to approve the request.

The Storm Lake Planning and Zoning Commission has reviewed application 2019-3, request for re-zoning by the Storm Lake Community School District at it's December 19th, 2019 meeting and has recommended approval.

FISCAL IMPACT: Cost of public notices and legal fees estimated at \$200.00.

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

ATTACHMENTS:

Description		Type
	Application	Backup Material
	Project Plans	Backup Material
	Map	Map

ZONING ORDINANCE AMENDMENT 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

PROPERTY ADDRESS:

5950 90th Avenue

PROPERTY OWNER:

Storm Lake Community School District

OWNER ADDRESS
(if different than above):

419 Lake Avenue, Storm Lake, Iowa

OWNER PHONE NUMBER:

712-732-8060

OWNER EMAIL:

scole@slcsd.org

The City of Storm Lake Zoning Ordinance Article 12 Section 1204 establishes the amendment procedure for the Zoning Ordinance and requires the property owner to submit the following information, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council.

The legal description and local address of the property.

The present zoning classification and the requested zoning classification.

The existing use of the property and the proposed use of the property.

A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

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.

The request for a rezoning request will be heard by the Planning and Zoning Commission and the City Council at separate meetings.

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 7 and no more than 20 days prior to the meeting.

A non refundable application fee of **\$200.00** 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.

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL

☐ Text Amendment to the Zoning Ordinance

☒ Zoning Map Amendment to the Zoning Ordinance



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588

p (712) 732-8000
f (712) 732-4114

CURRENT ZONING ORDINANCE :

TEXT AMEDEMMENT REQUEST:

ADDRESS OF THE PROPERTY:

5950 90th Avenue

LEGAL DESCRIPTION
OF THE PROPERTY:

See attached.

PRESENT ZONING DISTRICT:

RES: Reserve

REQUESTED ZONING DISTRICT:

IN-2: Institutional Facilities

WHY PRESENT ZONING IS NO LONGER VALID:

The property is currently zoned RES: Reserve. This Zoning District serves as a "holding" district for property which has been annexed into the City and for which no immediate use is planned. The proposed IN 2 Zoning District will be an extension of the adjoining parcel to the south which is also zoned IN 2. The proposed use is compatible with the existing uses in the area.

EXISTING USE OF PROPERTY:

Agricultural

PROPOSED USE OF PROPERTY

Primary Educational Facility

Signature of Property Owner:

Date:

12-4-19

City of Storm Lake Use

Meeting Date:

Appeal No.:

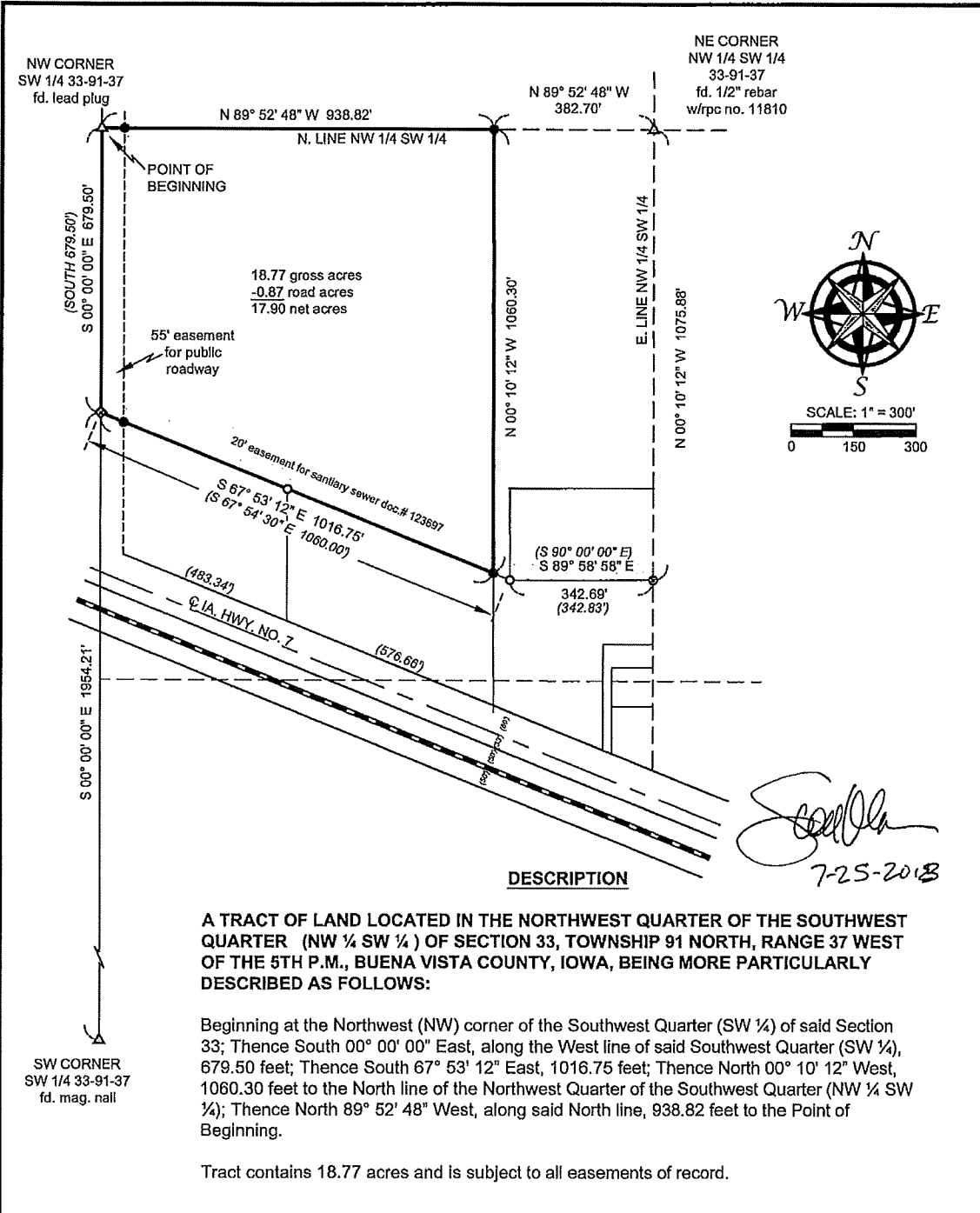
2019-3

Application Fee Paid:

Date Paid:

INDEX LEGEND	
PLAT OF SURVEY	
CITY:	STORM LAKE
COUNTY:	BUENA VISTA
SUBDIVISION/ADDITION NAME:	
LOT:	
BLOCK:	
PROPRIETOR:	MARLIN & NANCY K. FRIEDRICH TRUST
SURVEY PREPARED FOR:	STORM LAKE COMMUNITY SCHOOLS
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

Instrument #: 181863
 07/26/2018 09:44:25 AM Total Pages: 1
 SUR SURVEY
 Recording Fee: \$ 7.00
 Shari L. Miller O'Bannon, Recorder, Buena Vista County



DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 33, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northwest (NW) corner of the Southwest Quarter (SW 1/4) of said Section 33; Thence South 00° 00' 00\"

Tract contains 18.77 acres and is subject to all easements of record.

LEGEND OF SYMBOLS/ABBREVIATIONS

- CORNERS FOUND (5/8\" rebar)
- CORNERS FOUND (1/2\" rebar w/rpc no. 11810)
- CORNERS SET (1/2\" rebar w/rpc no. 11810)
- ◆ CORNER SET (magnetic nail)
- ▲ SECTION CORNER FOUND (monuments as described)
- 100.00' MEASURED
- (100.00') RECORDED AS
- rpc RED PLASTIC CAP

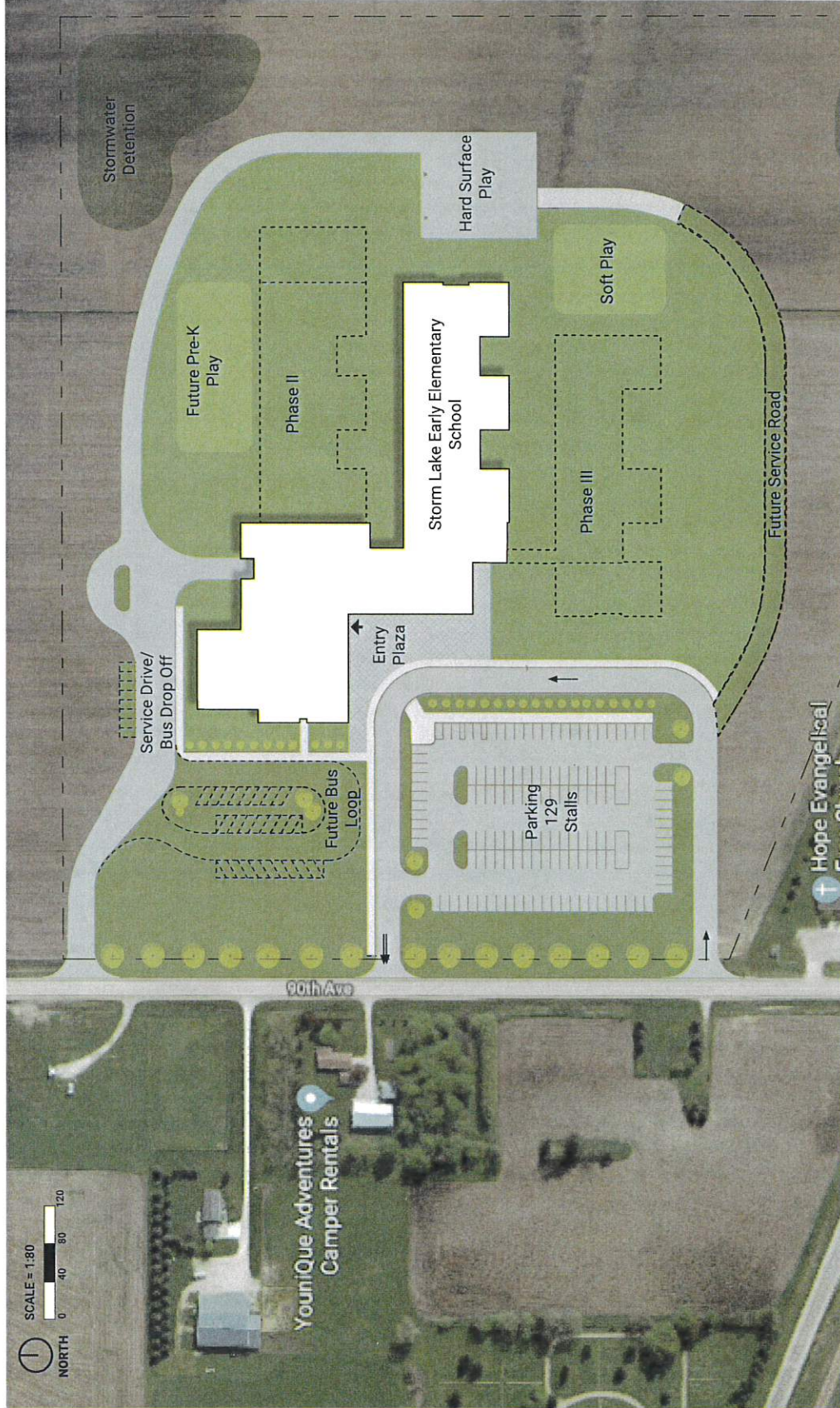
I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.



J. Scott Shevel
 Date: 7/23/18
 License Number 11810
 My License renewal date is December 31, 2019
 Pages covered by this seal 1

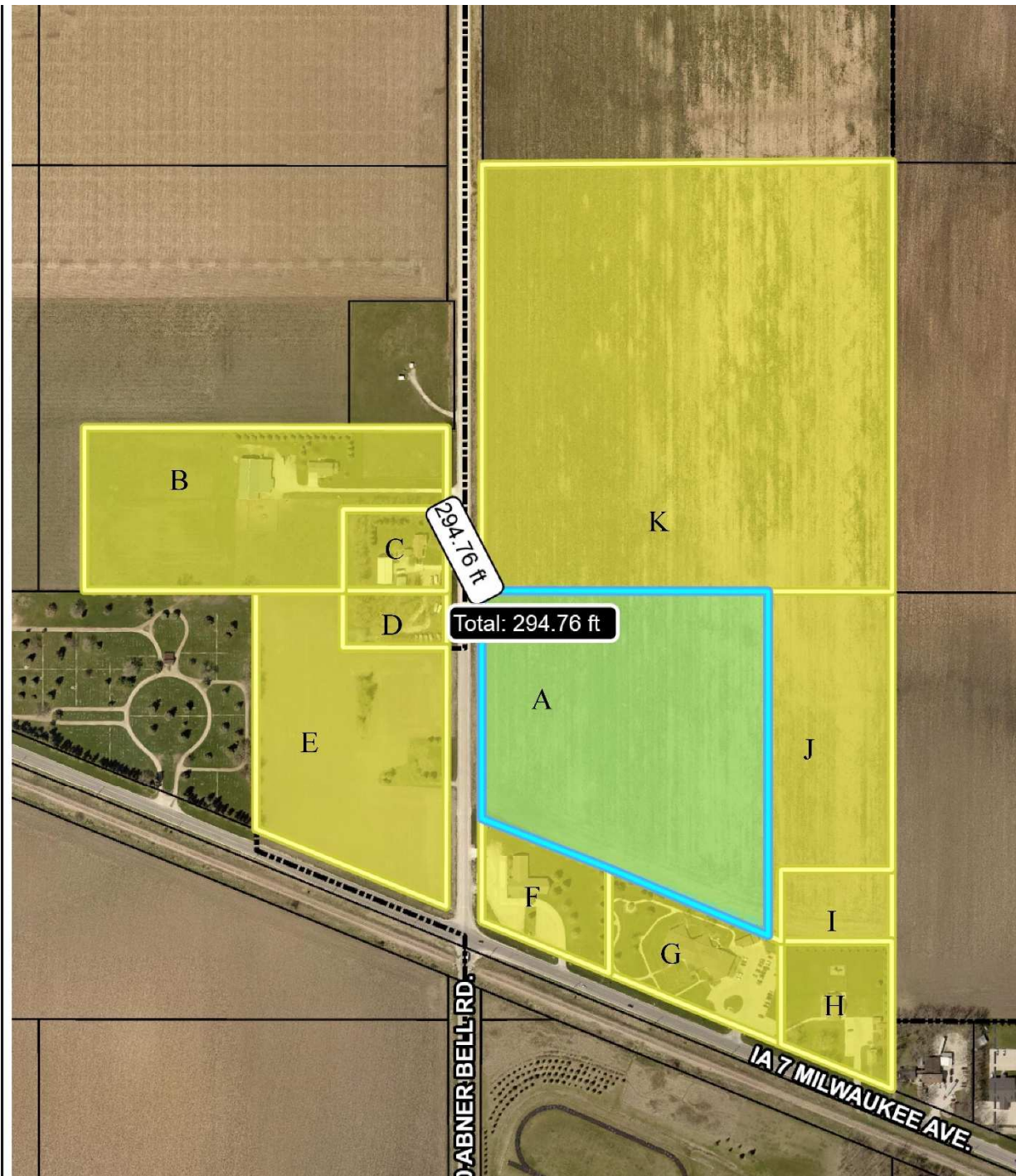
ISG	Architecture Engineering Land Surveying Environmental Planning www.isgpp.com
	I+S GROUP
PN: 18-21825	Drawn: JSS
Sheet 1 OF 1	Surveyed by: JSS
Survey Date: 6/25/18	Revision Date: 7/23/18
Drawing Name:	

Site Plan



Floor Plan





KEY	Taxpayer Name	Taxpayer Address1	Taxpayer City	State	Zip Code
A	STORM LAKE COMMUNITY SCHOOL DISTRICT	419 Lake Avenue	STORM LAKE	IA	50588
B	MOONEY PATRICK L	5941 90TH AVE	STORM LAKE	IA	50588
C	YOUNIE MATTHEW W; YOUNIE CHANDRA C	5945 90TH AVE	STORM LAKE	IA	50588
D	YOUNIE MATTHEW W; YOUNIE CHANDRA C	5945 90TH AVE	STORM LAKE	IA	50588
E	SECURITY TRUST & SAVINGS BANK;	P O BOX 429	STORM LAKE	IA	50588
F	HOPE EVANGELICAL FREE CHURCH OF STORM LAKE IOWA	BOX 422	STORM LAKE	IA	50588
G	HOPE HAVEN INC	P O BOX 70	ROCK VALLEY	IA	51247
H	HOPE HAVEN INC	P O BOX 70	ROCK VALLEY	IA	51247
I	FRIEDRICH MARLIN & FRIEDRICH NANCY K TRUST	111 WEST LINKS DR	ALTA	IA	51002
J	FRIEDRICH MARLIN & FRIEDRICH NANCY K TRUST	111 WEST LINKS DR	ALTA	IA	51002
K	FRIEDRICH MARLIN & FRIEDRICH NANCY K TRUST	111 WEST LINKS DR	ALTA	IA	51002

Staff Summary

1/6/2020

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: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 04-O-2019-2020 Proposed Re-Zoning Of A Parcel Located at 5950 90th Avenue - 1st Reading**

BACKGROUND: The Storm Lake Community School District is requesting a change in the Zoning designation of a parcel of property it owns which is generally located north east of the intersection Abner Bell Road (90th Avenue) and West Milwaukee (Highway Seven). Described as: A tract of land located in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) Section Thirty-Three, Township Ninety-One North, Range 37 West of the 5th P.M., Buena Vista County. The full legal description is included in the attached exhibit in this staff summary.

The Storm Lake Community School District is requesting that the property be Re-Zoned as IN-2, Institutional Facilities District. The current Zoning District designation for this parcel is RES, Reserve District.

The RES Zoning District is used for properties as they are annexed into the City limits and for which there is no immediate proposal for use of the property other than the existing use, which is typically agricultural. This is the case with the property for which the School District is requesting a change in Zoning. It has been used for agricultural purpose to this point in time.

The proposed request for re-zoning would extend the IN-2 Zoning District from the parcel directly adjacent to the south of the School District's property. This would therefore extend an existing IN-2 District to include an adjacent parcel and would not create an island or "spot zone". The proposed use of the property would be for the new Early Childhood Center which is a permitted use in the proposed Zoning District.

A re-zoning request is a proposal to change the Official Zoning Map, and therefore requires that Planning and Zoning Commission make a recommendation to the Storm Lake City Council. The City Council will need to hold a public hearing and three readings to approve the request.

The Storm Lake Planning and Zoning Commission reviewed application 2019-3, submitted by the Storm Lake Community School District at it's December 19th, 2019 meeting, and has recommended approval of the request to the Storm Lake City Council.

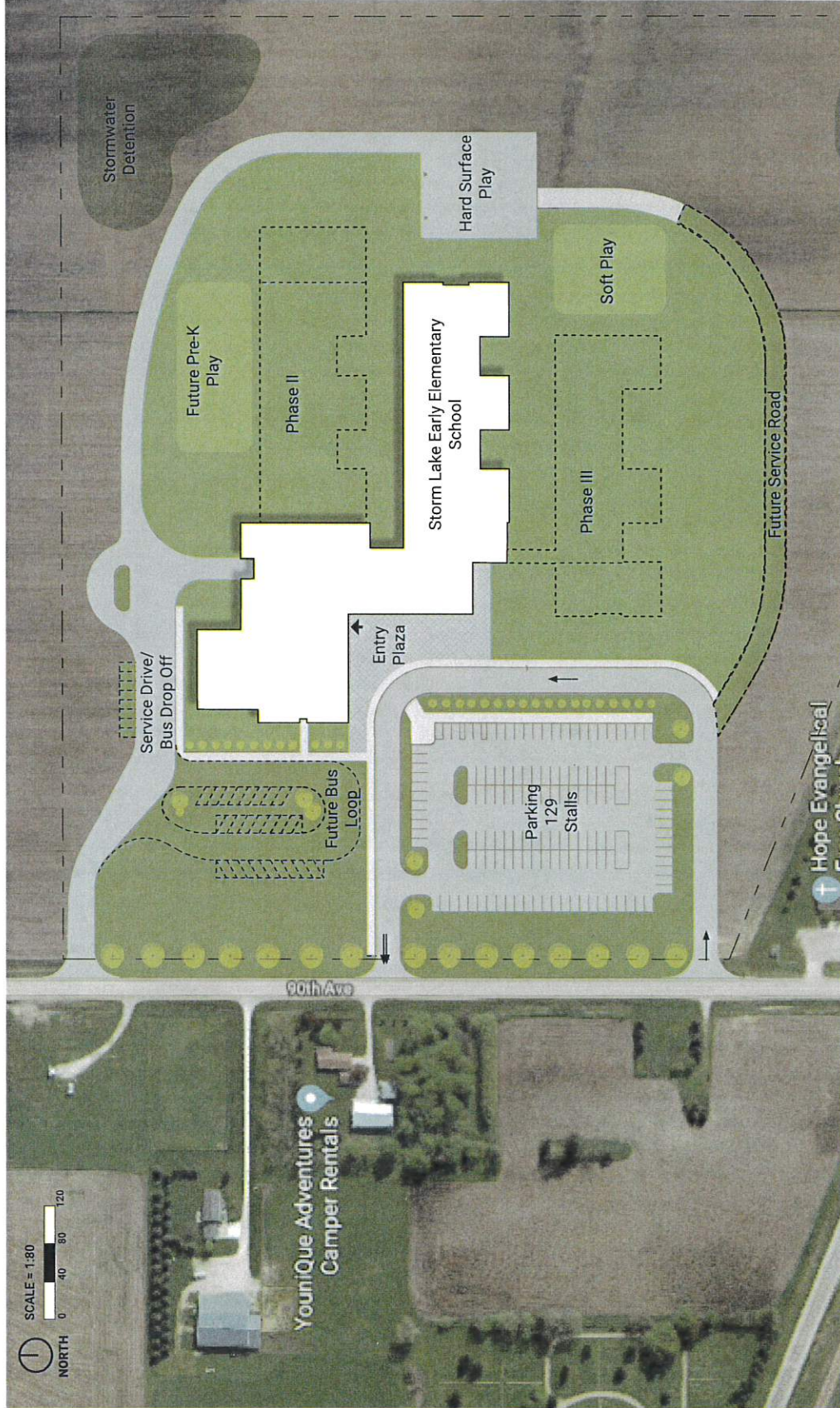
FISCAL IMPACT: Cost of public notices and legal fees estimated at \$200.00.

RECOMMENDATION: First Reading-January 6th, 2020
Second Reading-January 20th, 2020
Third Reading-February 3rd, 2020

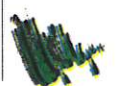
ATTACHMENTS:

Description		Type
▢	Plans	Backup Material
▢	Application	Backup Material
▢	Ordinance NO. 04-O-2019-2020	Ordinance

Site Plan



Floor Plan



ZONING ORDINANCE AMENDMENT 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

PROPERTY ADDRESS:

5950 90th Avenue

PROPERTY OWNER:

Storm Lake Community School District

OWNER ADDRESS
(if different than above):

419 Lake Avenue, Storm Lake, Iowa

OWNER PHONE NUMBER:

712-732-8060

OWNER EMAIL:

scole@slcsd.org

The City of Storm Lake Zoning Ordinance Article 12 Section 1204 establishes the amendment procedure for the Zoning Ordinance and requires the property owner to submit the following information, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council.

The legal description and local address of the property.

The present zoning classification and the requested zoning classification.

The existing use of the property and the proposed use of the property.

A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

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.

The request for a rezoning request will be heard by the Planning and Zoning Commission and the City Council at separate meetings.

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 7 and no more than 20 days prior to the meeting.

A non refundable application fee of **\$200.00** 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.

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL

☐ Text Amendment to the Zoning Ordinance

☒ Zoning Map Amendment to the Zoning Ordinance



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588

p (712) 732-8000
f (712) 732-4114

CURRENT ZONING ORDINANCE :

TEXT AMEDEMMENT REQUEST:

ADDRESS OF THE PROPERTY:

5950 90th Avenue

LEGAL DESCRIPTION
OF THE PROPERTY:

See attached.

PRESENT ZONING DISTRICT:

RES: Reserve

REQUESTED ZONING DISTRICT:

IN-2: Institutional Facilities

WHY PRESENT ZONING IS NO LONGER VALID:

The property is currently zoned RES: Reserve. This Zoning District serves as a "holding" district for property which has been annexed into the City and for which no immediate use is planned. The proposed IN 2 Zoning District will be an extension of the adjoining parcel to the south which is also zoned IN 2. The proposed use is compatible with the existing uses in the area.

EXISTING USE OF PROPERTY:

Agricultural

PROPOSED USE OF PROPERTY

Primary Educational Facility

Signature of Property Owner:

Date:

12-4-19

City of Storm Lake Use

Meeting Date:

Appeal No.:

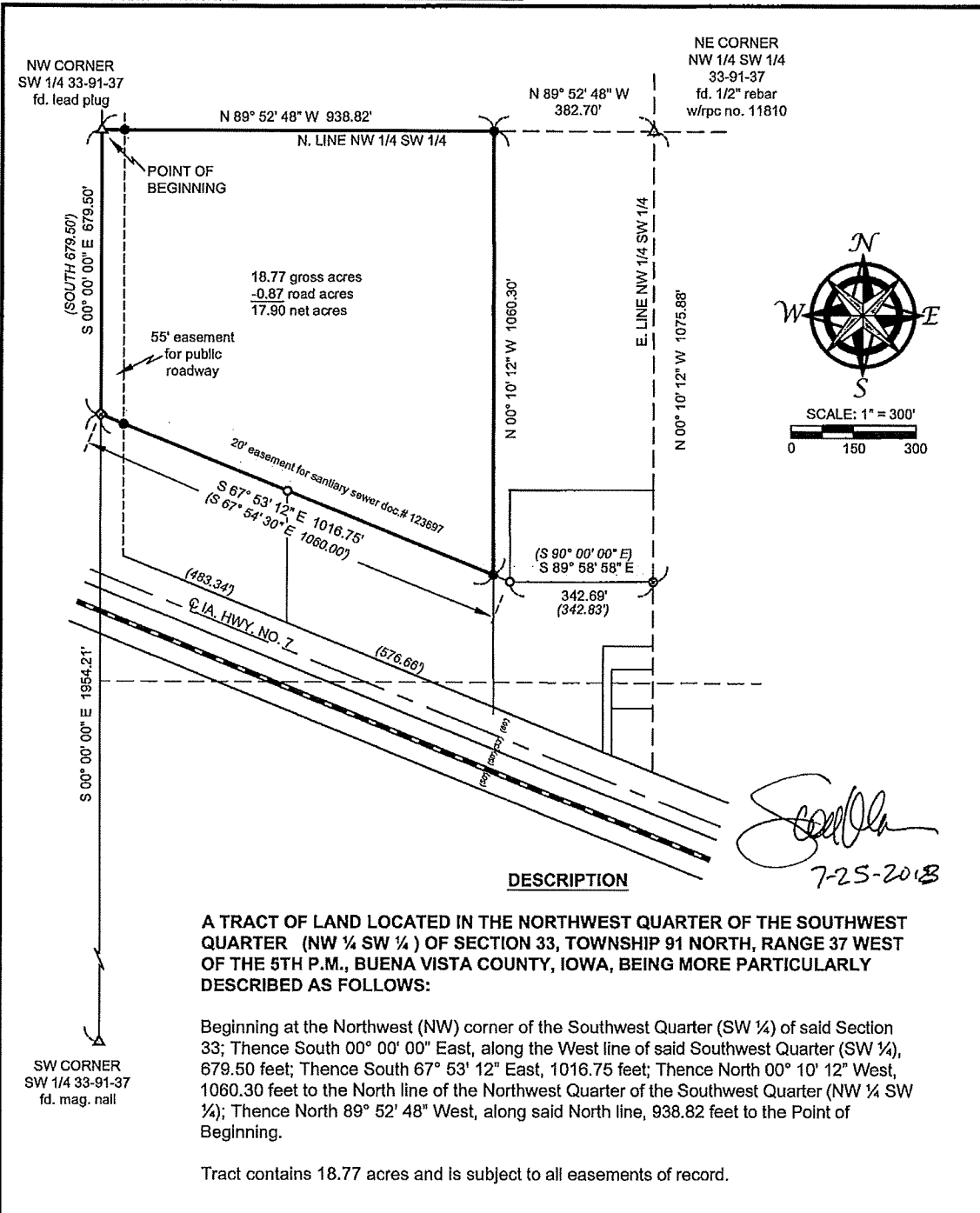
2019-3

Application Fee Paid:

Date Paid:

INDEX LEGEND	
PLAT OF SURVEY	
CITY:	STORM LAKE
COUNTY:	BUENA VISTA
SUBDIVISION/ADDITION NAME:	
LOT:	
BLOCK:	
PROPRIETOR:	MARLIN & NANCY K. FRIEDRICH TRUST
SURVEY PREPARED FOR:	STORM LAKE COMMUNITY SCHOOLS
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

Instrument #: 181863
 07/26/2018 09:44:25 AM Total Pages: 1
 SUR SURVEY
 Recording Fee: \$ 7.00
 Shari L. Miller O'Bannon, Recorder, Buena Vista County



LEGEND OF SYMBOLS/ABBREVIATIONS		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.	
○	CORNERS FOUND (5/8" rebar)		ISG Architecture Engineering Land Surveying Environmental Planning www.isg-pp.com
●	CORNERS FOUND (1/2" rebar w/rpc no. 11810)		
●	CORNERS SET (1/2" rebar w/rpc no. 11810)		
◆	CORNER SET (magnetic nail)		
▲	SECTION CORNER FOUND (monuments as described)		
100.00'	MEASURED	ISG GROUP PN: 18-21825 Drawn: JSS Sheet 1 OF 1 Surveyed by: JSS Survey Date: 6/25/18 Revision Date: 7/23/18 Drawing Name:	
(100.00')	RECORDED AS		
rpc	RED PLASTIC CAP		

ORDINANCE NO. 04-O-2019-2020

ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, IOWA BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE

WHEREAS, after due notice of intended action as provided by law, the City Council of the City of Storm Lake, Iowa, has determined that the zoning ordinance of this City should be amended as set forth below; and

WHEREAS, said action has been recommended by the Planning and Zoning Commission of the City of Storm Lake, Iowa;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, that, pursuant to Article IV, Section 406 of the Zoning Ordinance of the City of Storm Lake, Iowa, the official zoning map, as referred to therein, is hereby amended as follows:

The real estate parcel identified for taxation purposes as Parcel Number 1033301007, legally described as:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTH WEST QUARTER (NW1/4 SW ¼) OF SECTION 33, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northwest (NW) corner of the Southwest Quarter (SW ¼) of said Section 33; Thence South 00° 00' 00" East, along the West line of said Southwest Quarter (SW ¼), 679.50 feet; Thence South 67° 53' 12" East, 1016.75 feet; Thence North 00° 10' 12" West, 1060.30 feet to the North line of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW ¼); Thence North 89° 52' 48" West, along said North line, 938.82 feet to the Point of Beginning.

Tract contains 18.77 acres and is subject to all easements of record.

is hereby rezoned from a district classification of RES (Reserve) to a district classification of IN-2 (Institutional Facilities).

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this _____ day of _____,
2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

1/6/2020

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: Keri Navratil, City Manager

SUBJECT: **Public Hearing On The Proposal To Enter Into A Development Agreement With Tyson Storm Lake Holdings, LLC And The Hillshire Brands Company**

BACKGROUND: Tyson Fresh Meats (Developer) is expected to construct a new feed mill processing facility. The new facility would replace their current facility which is located in the Central Business District. The Developer is proposing to create 15 new jobs in addition to the current 12 jobs. Construction is expected to start in 2020 and be completed by April 1, 2021.

The agreement includes a 5 year 15% tax rebate to not exceed \$250,000 and the City will provide public infrastructure improvements including concrete overlay of Expansion Blvd, sanitary sewer lining and water main improvements.

The Employer will retain a monthly average of at least 27 Full-Time Equivalent Employees and complete an annual certification form for the duration of the tax rebates.

The demolition of the existing feed mill located at 501 Seneca Street will occur within 12 months of the operations commencing at the new feed mill.

FISCAL IMPACT:

RECOMMENDATION: Open Hearing
Hear Comments
Close Hearing

ATTACHMENTS:

Description	Type
 Agreement	Contract

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF STORM LAKE, IOWA

AND

TYSON STORM LAKE HOLDINGS, LLC
("Developer")

AND

THE HILLSHIRE BRANDS COMPANY
("Employer")

_____, 2020

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the ____ day of _____, 2020, by and between the CITY OF STORM LAKE, IOWA, a municipality (“City”), acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended (“Urban Renewal Act”); TYSON STORM LAKE HOLDINGS, LLC, a Delaware limited liability company, having offices for the transaction of business at 2200 W. Don Tyson Parkway, Springdale, AR 72762 (“Developer”), and THE HILLSHIRE BRANDS COMPANY, a Maryland corporation, having offices for the transaction of business at 2200 W. Don Tyson Parkway, Springdale, AR 72762 (“Employer”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Storm Lake Industrial Park Urban Renewal Area (the “Urban Renewal Area”), which is described in the Urban Renewal Plan approved for such area by Resolution No. 33-R-91-92 on September 16, 1991 and which has been amended several times, lastly by Amendment No. 7 as approved by Resolution No. 36-R-2019-2020 on November 4, 2019 (the “Urban Renewal Plan”); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been or will be recorded among the land records in the office of the Recorder of Buena Vista County, Iowa; and

WHEREAS, Developer owns or will own certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, Developer is willing to cause certain improvements to be constructed on the Development Property and Developer and Employer will thereafter cause the same to be operated in accordance with this Agreement; and

WHEREAS, Developer has entered or will enter into a lease agreement with Employer who will operate the Minimum Improvements as a feed mill, and Developer will allow Employer to remain on the Development Property to operate its business until at least the Termination Date of this Agreement; and

WHEREAS, the City is willing to provide certain incentives in consideration for Developers and Employers obligations all pursuant to the terms and conditions of this Agreement; and

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

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

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area means the area known as the Storm Lake Industrial Park Urban Renewal Area (as amended).

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

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

Code means the Code of Iowa, 2019, as amended.

Commencement Date means the date of this Agreement.

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

Developer means Tyson Storm Lake Holdings, LLC, and its permitted successors and assigns.

Development Property means that portion of the Storm Lake Industrial Park Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Employer means The Hillshire Brands Company and its permitted successors and assigns.

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

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer or Employer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Full-Time Equivalent Employment Unit means the employment by Employer of the equivalent of one person for 1,500 hours per year, assuming six hours per day for a five-day, thirty-hour work week for fifty weeks per year.

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

Minimum Improvements means the construction of a new feed mill and related improvements, as more particularly described in Exhibit B to this Agreement.

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

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

Ordinance means the ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund.

Project means the construction and operation of the Minimum Improvements on the Development Property and the creation and maintenance of jobs, as described in this Agreement.

Public Improvements means the infrastructure improvements to be completed by the City as described in Article IX of this Agreement, including concrete overlay of Expansion Blvd., sanitary sewer lining, water main upgrade, and other related improvements for the non-exclusive benefit of the Minimum Improvements.

State means the State of Iowa.

Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Tax Increments means the property tax revenues on the Minimum Improvements divided and made available to the City for deposit in the Tyson Storm Lake Holdings, LLC TIF Account of the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

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

Tyson Storm Lake Holdings, LLC TIF Account means a separate account within the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and the Development Property.

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

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Storm Lake Industrial Park Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution and delivery by the City and Employer, is in full

force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

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

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

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

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

g. The construction of the Minimum Improvements will require a total investment of approximately \$11,500,000 for construction costs, including equipment.

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

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

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

k. Developer currently expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by October 1, 2021.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

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

Section 2.3. Representations and Warranties of Employer. Employer makes the following representations and warranties:

a. The Hillshire Brands Company is a Maryland corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

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

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

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

e. Employer will fulfill the employment obligations in Section 6.6 of this Agreement in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

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

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

h. Employer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

i. Employer or its permitted assign agrees to occupy the Minimum Improvements on the Development Property owned by Developer until at least the Termination Date.

j. Employer will not seek to change the current land assessment category or the zoning classification of the Development Property or the Minimum Improvements prior to the Termination Date.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans and this Agreement.

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

site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

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

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

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than October 1, 2021; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

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

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

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

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

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

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

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

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

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer and/or Employer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

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

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of

automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

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

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

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

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

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER AND EMPLOYER

Section 6.1. Maintenance of Properties. Developer and Employer will maintain, preserve, and keep their properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear and casualty events lasting no longer than twelve (12) months excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

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

Section 6.3. Compliance with Laws. Developer and Employer will comply with all state, federal and local laws, rules and regulations relating to the Development Property and the Minimum Improvements. Developer will lease the Minimum Improvements to Employer in accordance with all applicable laws, rules, regulations and ordinances.

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

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

Section 6.6. Employment. Employer shall, and Developer shall ensure that Employer, continues to employ 12 Full-Time Equivalent Employment Units in its operations within the City from the Commencement Date through September 30, 2021. Employer shall retain all 12 Full-Time Equivalent Employment Units in order to be eligible for Economic Development Grants. In addition, Employer shall hire at least 15 additional Full-Time Equivalent Employment Units for its operations at the Minimum Improvements by no later than October 1, 2021 and thereafter until the Termination Date Employer shall retain a Monthly Average of at least 27 Full-Time Equivalent Employment Units at the Development Property. The Annual Certification submitted by Developer and Employer pursuant to Section 6.7 shall show that:

- a. a Monthly Average of at least 12 Full-Time Equivalent Employment Units (has been maintained at the Development Property from the date of this Agreement through September 30, 2021.
- b. a Monthly Average of at least 27 Full-Time Equivalent Employment Units has been maintained at the Development Property from October 1, 2021 through the Termination Date of this Agreement.

“Monthly Average” means the 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 the Annual Certification in Section 6.7, divided by 12. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employment Units employed by Employer does not meet the requirements of this Section 6.6. Employer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer and Employer hereunder, a duly authorized officer of Developer and Employer 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 of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units employed by Employer at the Development Property as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officers 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 and Employer are not, or were 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 officers 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, 2020, and ending on October 15, 2027, both dates inclusive. Developer and Employer shall provide supporting information for their Annual Certifications upon request of the City. See Exhibit D for form required for the Annual Certification.

Section 6.8. Term of Operation. Employer or its permitted assign shall maintain its operations at the Minimum Improvements on the Development Property, including the employee obligations in Section 6.6, until the Termination Date of this Agreement.

Section 6.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens (except inchoate liens and liens for which a bond is filed in accord with Iowa law); and (d) all costs of constructing the Minimum Improvements shall be paid when due (except reasonable retention and reasonable amounts in dispute).

Section 6.10. Demolition of Existing Feed Mill. Within twelve (12) months of Employer's operations commencing at the Minimum Improvements, the Developer and Employer shall cause the structures located on Buena Vista County Parcel No. 1403254007 and used in Developer's existing feed mill operations located at 501 Seneca Street, Storm Lake, Iowa ("Existing Feed Mill Site") to be demolished, and shall ensure that all debris is removed from the Existing Feed Mill Site and properly disposed of. Such demolition and removal of debris from the Existing Feed Mill Site shall comply with all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements. The Developer and Employer agree that they will cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the demolition process.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer and Employer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer and Employer under this Agreement, Developer and Employer represent and agree that, prior to the Termination Date, Developer and Employer will maintain their respective existences as companies and will not wind up or otherwise dispose of all or substantially all of their respective assets or transfer, convey, or assign its respective interest in the Development Property, Minimum Improvements or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer or Employer, as applicable, under this Agreement; and (ii) the City consents thereto in writing in advance thereof which consent shall not be unreasonably withheld.

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

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

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer and Employer 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 and Employer being and remaining in compliance with the terms of this Agreement, to make up to five (5) years of consecutive annual payments of Economic Development Grants to Developer up to a total amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) under the following formula:

Assuming the completion of the Minimum Improvements by April 1, 2021, and full assessment of the Minimum Improvements on January 1, 2022, and debt certification by the City to the Auditor prior to December 1, 2022, the Economic Development Grants shall commence on June 1, 2024 and end on June 1, 2028 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
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June 1, 2024	15% of Tax Increments for Fiscal Year 2023-2024
June 1, 2025	15% of Tax Increments for Fiscal Year 2024-2025
June 1, 2026	15% of Tax Increments for Fiscal Year 2025-2026
June 1, 2027	15% of Tax Increments for Fiscal Year 2026-2027
June 1, 2028	15% of Tax Increments for Fiscal Year 2027-2028

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 Tyson Storm Lake Holdings, 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”).

Section 8.2. Payment Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion of the Minimum Improvements in 2021 and first full assessment on January 1, 2022, if Developer and Employer timely file their Annual Certification in October 2022 and the City certifies to the County by December 1, 2022, the first Economic Development Grant would be paid to Developer on June 1, 2024 (for 15% of the Tax Increment for fiscal year 2023-2024)). The schedule of the payments for Economic Development Grants set forth in Section 8.1 is based on the first full assessment of the Minimum Improvements being January 1, 2022. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2022, then the first Economic Development Grant will not begin as scheduled, but will be delayed one year. However, in no event shall the schedule of Economic Development Grants be delayed more than one year, meaning that the latest potential date for Developer’s first Economic Development Grant, if eligible, is June 1, 2025.

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 Two Hundred Fifty Thousand Dollars (\$250,000) over five (5) years.

Section 8.4. Limitations. The Economic Development Grants are only for the Minimum Improvements described in this Agreement (land and building value) and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

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. Developer's and Employer's 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 and Employer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof.

In the event that an Event of Default occurs or any certification filed by Developer and Employer 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 and Employer 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 or Employer 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 the parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer and Employer fully comply with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

Section 8.6. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Tyson Storm Lake Holdings, LLC TIF Account of the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the Tyson Storm Lake Holdings, LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning

of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer and Employer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer and Employer.

Section 8.7. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer or Employer with respect to the use thereof.

Section 8.8. Real Property Taxes. Developer, Employer, or their successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's and Employer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer and Employer shall be solely responsible for all assessments and taxes.

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

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum

Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE IX. PUBLIC IMPROVEMENTS

Section 9.1. Conditions Precedent to Construction of Public Improvements. It is recognized and agreed that the City's ability to perform the obligations described in this Agreement, with respect to construction of the Public Improvements, is subject to completion and satisfaction of certain separate City Council actions and required legal proceedings. Specifically, all obligations of the City to issue the City Bonds, if any, whose proceeds may be used to construct the Public Improvements are subject to each of the following Conditions Precedent:

a. The ability of the City to meet its commitments under this Agreement is subject in all respects to completion of all required proceedings under Chapter 403 of the Code to authorize this Project as an urban renewal project; and

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

c. The Developer negotiating in good faith with the City to provide and providing all necessary public utility easements, if any, over and through the Development Property with no compensation to Developer; and

d. The completion and satisfaction of certain separate City Council actions and all required legal proceedings relating to the issuance of any bonds necessary for the construction of the Public Improvements, if any, (in the sole judgment of bond counsel for the City); and

e. The City shall have completed the sale of all or a portion of the bonds, if any, on such terms and conditions as it shall deem necessary or desirable in its sole discretion; and

f. There has not been a substantial change for the worse in the financial resources and the ability of Developer or Employer, or a substantial decrease in the financing commitment secured by Developer for construction of the Minimum Improvements, which changes make the Developer or Employer unable to fulfill its covenants and obligations under this Agreement; and

g. Developer and Employer in material compliance with all of the terms and provisions of this Agreement; and

h. Completion of any other hearings related to other financing sources; and

Section 9.2. Design of the Public Improvements; No Special Rights. The design of the Public Improvements shall be the City's responsibility. Developer and Employer recognize and agree that the Public Improvements shall be owned and maintained by the City and that nothing in this Agreement grants Developer or Employer any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Public Improvements. The Parties agree that the City and other Indemnified Parties are not responsible for and will have no liability to Developer or Employer associated with the specifications, design, plans, quality of construction, or sufficiency of the Public Improvements for any particular purpose.

Section 9.3. Construction of the Public Improvements. Contingent on the Developer's and Employer's compliance with the terms of this Agreement and contingent upon satisfaction of the Conditions Precedent in Section 9.1 of this Agreement, the City intends to fund and then construct the Public Improvements. The City's obligation to construct the Public Improvements as described in this Article shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and to the satisfaction of all conditions and procedures required (in the judgment of bond counsel for the City) by Chapters 384 and 403 of the Code including the holding of all required public hearings relating to the same.

Section 9.4. Completion of the Public Improvements. Subject to Unavoidable Delays, the City shall cause construction of the Public Improvements to be undertaken and completed by no later than October 1, 2021. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. Construction of the Public Improvements shall not materially interfere with or delay Developer in the construction of the Minimum Improvements. Construction of the Minimum Improvements on the Development Property shall not materially interfere with or delay City in the construction of the Public Improvements.

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

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

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

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

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

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

ARTICLE XI. REMEDIES

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

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

b. Transfer of Developer’s or Employer’s interest in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer or Employer in violation of the provisions of this Agreement;

c. Failure by Developer or Employer to timely pay ad valorem taxes for which it is responsible on the Development Property and Minimum Improvements;

d. Failure by Developer or Employer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, including but not limited to Sections 6.6, 6.7, 6.8 and 6.9 of this Agreement;

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

f. Developer or Employer:

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

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

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

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

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

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

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

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

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

e. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default and shall be entitled to recover from the Developer and/or Employer, and the Developer and/or Employer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer and/or Employer. The City may demand such payment at any time following its determination that Developer or Employer is in default under this Agreement, including if Employer fails to satisfy its employment obligations under Section 6.6 hereof.

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

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

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer, Employer, and the City shall each pay for its own attorney's fees associated with this Agreement; and

b. Whenever any Event of Default is adjudged to have occurred and any party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a defaulting party, such defaulting party agrees that it shall, on demand therefor, pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the non-defaulting party in connection therewith.

ARTICLE XII. MISCELLANEOUS

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

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

a. In the case of Developer, is addressed or delivered personally to Tyson Storm Lake Holdings, LLC, at 2200 W. Don Tyson Parkway, Springdale, AR 72762, Attn: Mark B. Elser;

b. In the case of Employer, is addressed or delivered personally to The Hillshire Brands Company, at 2200 W. Don Tyson Parkway, Springdale, AR 72762, Attn: Mark B. Elser;

- c. In the case of the City, is addressed to or delivered personally to the City at City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, IA 50588, Attn: City Manager;

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

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

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

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

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

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

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2029, unless terminated earlier under the provisions of this Agreement.

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

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

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

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

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mike Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Mike Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

By: _____
Mark B. Elser

STATE OF _____)
) SS
COUNTY OF _____)

Notary Public in and for said State

Execution Version - Revised

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said West line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

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

Tract contains 62.48 acres and is subject to all easements of record.

AND

Lot 2, Block 1, Industrial Park Addition / Hayes Industrial Park Addition, being a 3.94 acre parcel of land, identified as Buena Vista County, Iowa Parcel #1401351002, Buena Vista County, Iowa Tax Assessor.

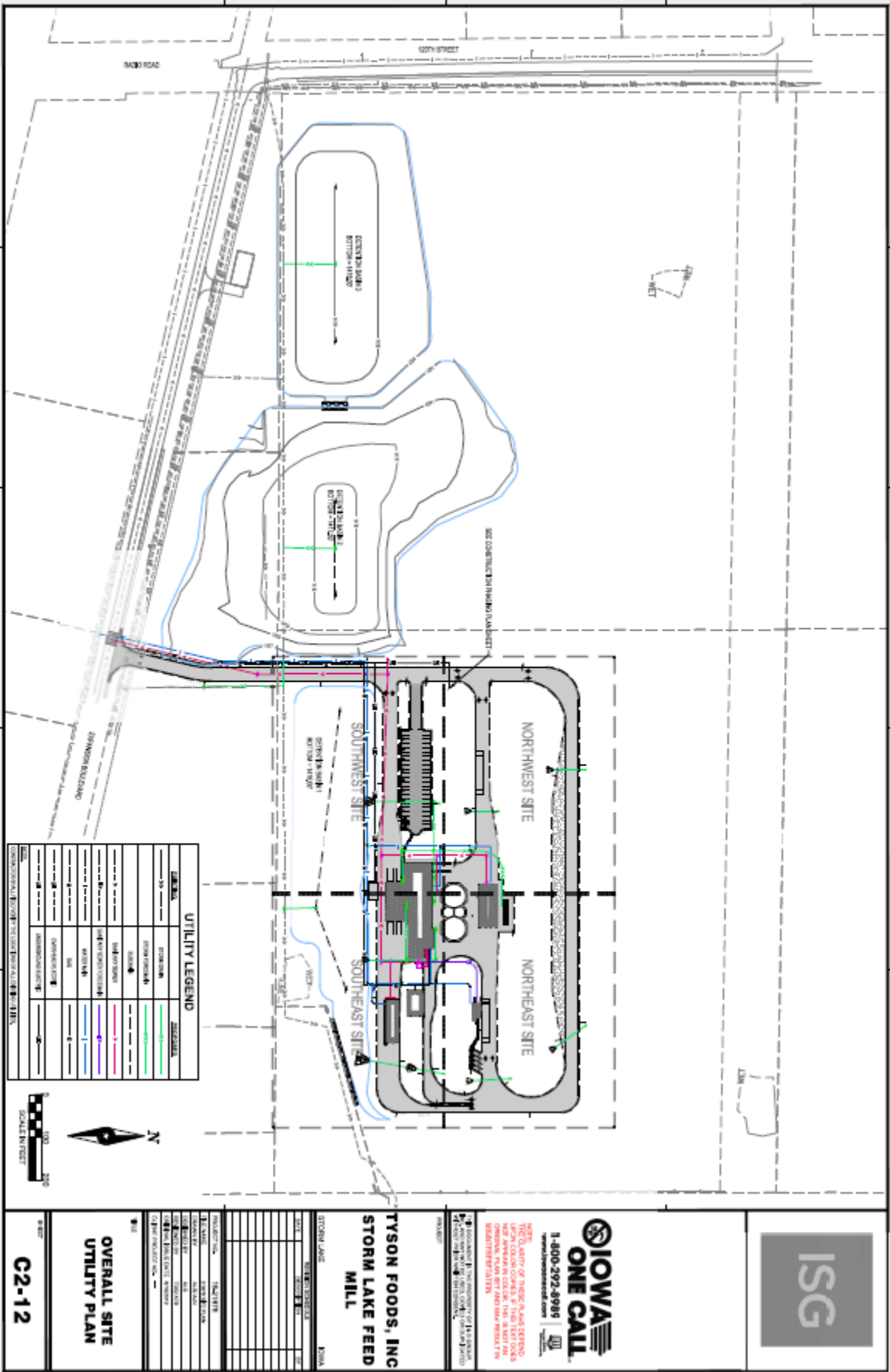
Tract contains 3.94 acres and is subject to all easements of record.

The above described description shall be revised upon receipt of a current title commitment from a licensed title insurer.

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means the construction of a new 11,000 ton per week pelleted turkey feed mill, office building, warehouse, and truck wash on the Development Property together with all related site, utility, and common infrastructure improvements necessary for a complete operational facility. The new feed mill will have higher production capabilities than Developer's/Employer's current operations, producing enough high-quality feed to serve 100% of their production capacity. The construction of the Minimum Improvements will allow Developer/Employer to operate with reduced mailing and delivery costs at a better location within the City, which will allow for the retention of existing employees and hiring of additional employees within the city. The construction of the Minimum Improvements will be completed by April 1, 2021.

[illegible]



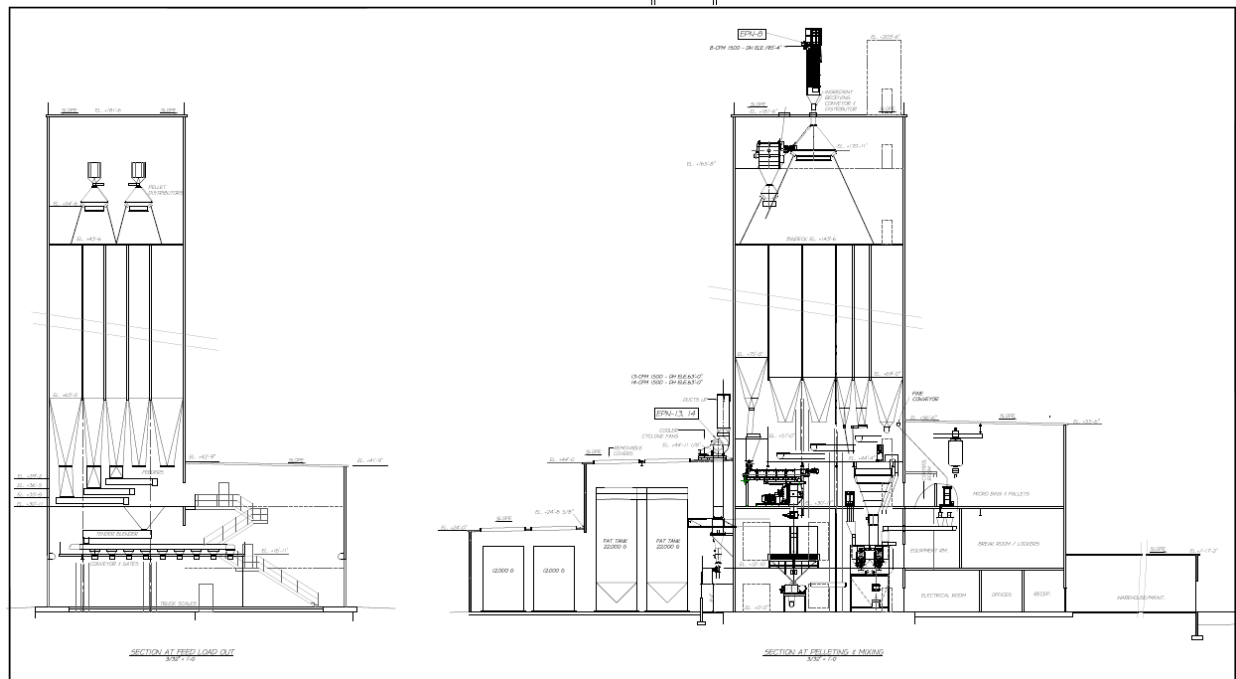
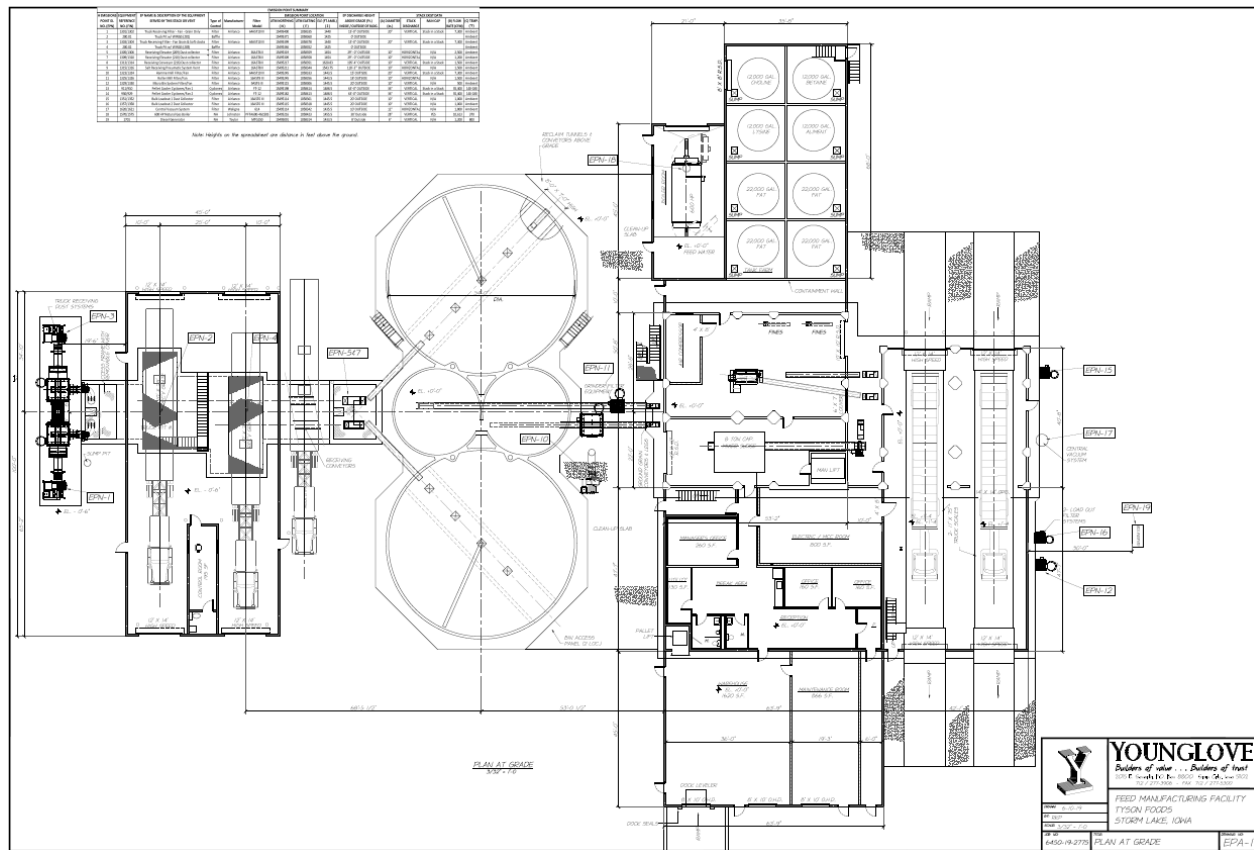


EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Storm Lake, Iowa, (“City”), Tyson Storm Lake Holdings, LLC, a Delaware limited liability company, (“Developer”), and The Hillshire Brands Company, a Maryland corporation, (“Employer”), did on or about the ____ day of _____, 2020, make, execute, and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer and Employer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18” East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18” East, along said West line, 798.82 feet; Thence South 74° 10' 45” West, 456.34 feet; Thence South 00° 08' 18” East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28” West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20” West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13” East, along said South line, 2641.68 feet to the Point of Beginning.

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

Tract contains 62.48 acres and is subject to all easements of record.

AND

Lot 2, Block 1, Industrial Park Addition / Hayes Industrial Park Addition, being a 3.94 acre parcel of land, identified as Buena Vista County, Iowa Parcel #1401351002, Buena Vista County, Iowa Tax Assessor.

Tract contains 3.94 acres and is subject to all easements of record.

The above described description shall be revised upon receipt of a current title commitment from a licensed title insurer.

(the “Development Property”); and

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

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

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

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

[Remainder of page intentionally left blank; signature page follows]

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

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

Notary Public in and for the State of Iowa

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

EXHIBIT D
ANNUAL CERTIFICATION
(due before October 15th as required under terms of Development Agreement)

The Developer and Employer certify the following:

During the time period covered by this Certification, the Developer and Employer are and were 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 and/or Employer 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 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 Employer at the Development Property 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 officers of Developer and Employer have re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer and Employer are not, or were 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__.

TYSON STORM LAKE HOLDINGS, LLC,
Delaware limited liability company

By: _____

Name: _____

Its: _____

THE HILLSHIRE BRANDS COMPANY,
a Maryland corporation

By: _____

Name: _____

Its: _____

Attachments: Proof of payment of taxes

[Signature page to Annual Certification – Tyson Storm Lake Holdings, LLC and The Hillshire Brands Company]

EXHIBIT E
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Storm Lake, Iowa (“City”), Tyson Storm Lake Holdings, LLC, a Delaware limited liability company, (“Developer”), and The Hillshire Brands Company, a Maryland corporation, (“Employer”), did on or about the ____ day of _____, 2020, make, execute, and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer and Employer agreed, in accordance with the terms of the Agreement and the Storm Lake Industrial Park Urban Renewal Plan (the “Plan”), to develop certain real property located within the City and within the Storm Lake Industrial Park Urban Renewal Area.

The Development Property is described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18” East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18” East, along said West line, 798.82 feet; Thence South 74° 10' 45” West, 456.34 feet; Thence South 00° 08' 18” East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28” West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20” West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13” East, along said South line, 2641.68 feet to the Point of Beginning.

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

Tract contains 62.48 acres and is subject to all easements of record.

AND

Lot 2, Block 1, Industrial Park Addition / Hayes Industrial Park Addition, being a 3.94 acre parcel of land, identified as Buena Vista County, Iowa Parcel #1401351002, Buena Vista County, Iowa Tax Assessor.

Tract contains 3.94 acres and is subject to all easements of record.

The above described description shall be revised upon receipt of a current title commitment from a licensed title insurer.

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2020, and terminates on December 31, 2029, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

IN WITNESS WHEREOF, the City, Employer, and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2020.

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

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mike Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Mike Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

Staff Summary

1/6/2020

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: Keri Navratil, City Manager

SUBJECT: **Resolution Approving a Development Agreement
With Tyson Storm Lake Holdings, LLC And The Hillshire
Brands Company**

BACKGROUND: Tyson Fresh Meats (Developer) is expected to construct a new feed mill processing facility. The new facility would replace their current facility which is located in the Central Business District. The Developer is proposing to create 15 new jobs in addition to the current 12 jobs. Construction is expected to start in 2020 and be completed by April 1, 2021.

The agreement includes a 5 year 15% tax rebate to not exceed \$250,000 and the City will provide public infrastructure improvements including concrete overlay of Expansion Blvd, sanitary sewer lining and water main improvements.

The Employer will retain a monthly average of at least 27 Full-Time Equivalent Employees and complete an annual certification form for the duration of the tax rebates.

The demolition of the existing feed mill located at 501 Seneca Street will occur within 12 months of the operations commencing at the new feed mill.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution

ATTACHMENTS:

Description	Type
▣ Agreement	Contract
▣ Resolution No. 42-R-2019-2020	Resolution

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF STORM LAKE, IOWA

AND

TYSON STORM LAKE HOLDINGS, LLC
("Developer")

AND

THE HILLSHIRE BRANDS COMPANY
("Employer")

_____, 2020

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the ____ day of _____, 2020, by and between the CITY OF STORM LAKE, IOWA, a municipality (“City”), acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended (“Urban Renewal Act”); TYSON STORM LAKE HOLDINGS, LLC, a Delaware limited liability company, having offices for the transaction of business at 2200 W. Don Tyson Parkway, Springdale, AR 72762 (“Developer”), and THE HILLSHIRE BRANDS COMPANY, a Maryland corporation, having offices for the transaction of business at 2200 W. Don Tyson Parkway, Springdale, AR 72762 (“Employer”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Storm Lake Industrial Park Urban Renewal Area (the “Urban Renewal Area”), which is described in the Urban Renewal Plan approved for such area by Resolution No. 33-R-91-92 on September 16, 1991 and which has been amended several times, lastly by Amendment No. 7 as approved by Resolution No. 36-R-2019-2020 on November 4, 2019 (the “Urban Renewal Plan”); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been or will be recorded among the land records in the office of the Recorder of Buena Vista County, Iowa; and

WHEREAS, Developer owns or will own certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, Developer is willing to cause certain improvements to be constructed on the Development Property and Developer and Employer will thereafter cause the same to be operated in accordance with this Agreement; and

WHEREAS, Developer has entered or will enter into a lease agreement with Employer who will operate the Minimum Improvements as a feed mill, and Developer will allow Employer to remain on the Development Property to operate its business until at least the Termination Date of this Agreement; and

WHEREAS, the City is willing to provide certain incentives in consideration for Developers and Employers obligations all pursuant to the terms and conditions of this Agreement; and

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

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

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area means the area known as the Storm Lake Industrial Park Urban Renewal Area (as amended).

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

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

Code means the Code of Iowa, 2019, as amended.

Commencement Date means the date of this Agreement.

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

Developer means Tyson Storm Lake Holdings, LLC, and its permitted successors and assigns.

Development Property means that portion of the Storm Lake Industrial Park Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Employer means The Hillshire Brands Company and its permitted successors and assigns.

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

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer or Employer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Full-Time Equivalent Employment Unit means the employment by Employer of the equivalent of one person for 1,500 hours per year, assuming six hours per day for a five-day, thirty-hour work week for fifty weeks per year.

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

Minimum Improvements means the construction of a new feed mill and related improvements, as more particularly described in Exhibit B to this Agreement.

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

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

Ordinance means the ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund.

Project means the construction and operation of the Minimum Improvements on the Development Property and the creation and maintenance of jobs, as described in this Agreement.

Public Improvements means the infrastructure improvements to be completed by the City as described in Article IX of this Agreement, including concrete overlay of Expansion Blvd., sanitary sewer lining, water main upgrade, and other related improvements for the non-exclusive benefit of the Minimum Improvements.

State means the State of Iowa.

Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Tax Increments means the property tax revenues on the Minimum Improvements divided and made available to the City for deposit in the Tyson Storm Lake Holdings, LLC TIF Account of the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

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

Tyson Storm Lake Holdings, LLC TIF Account means a separate account within the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and the Development Property.

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

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Storm Lake Industrial Park Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution and delivery by the City and Employer, is in full

force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

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

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

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

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

g. The construction of the Minimum Improvements will require a total investment of approximately \$11,500,000 for construction costs, including equipment.

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

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

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

k. Developer currently expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by October 1, 2021.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

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

Section 2.3. Representations and Warranties of Employer. Employer makes the following representations and warranties:

a. The Hillshire Brands Company is a Maryland corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

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

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

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

e. Employer will fulfill the employment obligations in Section 6.6 of this Agreement in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

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

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

h. Employer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

i. Employer or its permitted assign agrees to occupy the Minimum Improvements on the Development Property owned by Developer until at least the Termination Date.

j. Employer will not seek to change the current land assessment category or the zoning classification of the Development Property or the Minimum Improvements prior to the Termination Date.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans and this Agreement.

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

site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

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

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

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than October 1, 2021; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

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

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

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

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

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

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

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

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

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer and/or Employer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

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

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of

automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

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

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

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

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

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER AND EMPLOYER

Section 6.1. Maintenance of Properties. Developer and Employer will maintain, preserve, and keep their properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear and casualty events lasting no longer than twelve (12) months excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

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

Section 6.3. Compliance with Laws. Developer and Employer will comply with all state, federal and local laws, rules and regulations relating to the Development Property and the Minimum Improvements. Developer will lease the Minimum Improvements to Employer in accordance with all applicable laws, rules, regulations and ordinances.

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

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

Section 6.6. Employment. Employer shall, and Developer shall ensure that Employer, continues to employ 12 Full-Time Equivalent Employment Units in its operations within the City from the Commencement Date through September 30, 2021. Employer shall retain all 12 Full-Time Equivalent Employment Units in order to be eligible for Economic Development Grants. In addition, Employer shall hire at least 15 additional Full-Time Equivalent Employment Units for its operations at the Minimum Improvements by no later than October 1, 2021 and thereafter until the Termination Date Employer shall retain a Monthly Average of at least 27 Full-Time Equivalent Employment Units at the Development Property. The Annual Certification submitted by Developer and Employer pursuant to Section 6.7 shall show that:

- a. a Monthly Average of at least 12 Full-Time Equivalent Employment Units (has been maintained at the Development Property from the date of this Agreement through September 30, 2021.
- b. a Monthly Average of at least 27 Full-Time Equivalent Employment Units has been maintained at the Development Property from October 1, 2021 through the Termination Date of this Agreement.

“Monthly Average” means the 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 the Annual Certification in Section 6.7, divided by 12. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employment Units employed by Employer does not meet the requirements of this Section 6.6. Employer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer and Employer hereunder, a duly authorized officer of Developer and Employer 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 of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units employed by Employer at the Development Property as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officers 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 and Employer are not, or were 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 officers 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, 2020, and ending on October 15, 2027, both dates inclusive. Developer and Employer shall provide supporting information for their Annual Certifications upon request of the City. See Exhibit D for form required for the Annual Certification.

Section 6.8. Term of Operation. Employer or its permitted assign shall maintain its operations at the Minimum Improvements on the Development Property, including the employee obligations in Section 6.6, until the Termination Date of this Agreement.

Section 6.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens (except inchoate liens and liens for which a bond is filed in accord with Iowa law); and (d) all costs of constructing the Minimum Improvements shall be paid when due (except reasonable retention and reasonable amounts in dispute).

Section 6.10. Demolition of Existing Feed Mill. Within twelve (12) months of Employer's operations commencing at the Minimum Improvements, the Developer and Employer shall cause the structures located on Buena Vista County Parcel No. 1403254007 and used in Developer's existing feed mill operations located at 501 Seneca Street, Storm Lake, Iowa ("Existing Feed Mill Site") to be demolished, and shall ensure that all debris is removed from the Existing Feed Mill Site and properly disposed of. Such demolition and removal of debris from the Existing Feed Mill Site shall comply with all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements. The Developer and Employer agree that they will cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the demolition process.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer and Employer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer and Employer under this Agreement, Developer and Employer represent and agree that, prior to the Termination Date, Developer and Employer will maintain their respective existences as companies and will not wind up or otherwise dispose of all or substantially all of their respective assets or transfer, convey, or assign its respective interest in the Development Property, Minimum Improvements or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer or Employer, as applicable, under this Agreement; and (ii) the City consents thereto in writing in advance thereof which consent shall not be unreasonably withheld.

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

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

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer and Employer 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 and Employer being and remaining in compliance with the terms of this Agreement, to make up to five (5) years of consecutive annual payments of Economic Development Grants to Developer up to a total amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) under the following formula:

Assuming the completion of the Minimum Improvements by April 1, 2021, and full assessment of the Minimum Improvements on January 1, 2022, and debt certification by the City to the Auditor prior to December 1, 2022, the Economic Development Grants shall commence on June 1, 2024 and end on June 1, 2028 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, 2024	15% of Tax Increments for Fiscal Year 2023-2024
June 1, 2025	15% of Tax Increments for Fiscal Year 2024-2025
June 1, 2026	15% of Tax Increments for Fiscal Year 2025-2026
June 1, 2027	15% of Tax Increments for Fiscal Year 2026-2027
June 1, 2028	15% of Tax Increments for Fiscal Year 2027-2028

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 Tyson Storm Lake Holdings, 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”).

Section 8.2. Payment Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion of the Minimum Improvements in 2021 and first full assessment on January 1, 2022, if Developer and Employer timely file their Annual Certification in October 2022 and the City certifies to the County by December 1, 2022, the first Economic Development Grant would be paid to Developer on June 1, 2024 (for 15% of the Tax Increment for fiscal year 2023-2024)). The schedule of the payments for Economic Development Grants set forth in Section 8.1 is based on the first full assessment of the Minimum Improvements being January 1, 2022. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2022, then the first Economic Development Grant will not begin as scheduled, but will be delayed one year. However, in no event shall the schedule of Economic Development Grants be delayed more than one year, meaning that the latest potential date for Developer’s first Economic Development Grant, if eligible, is June 1, 2025.

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 Two Hundred Fifty Thousand Dollars (\$250,000) over five (5) years.

Section 8.4. Limitations. The Economic Development Grants are only for the Minimum Improvements described in this Agreement (land and building value) and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

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. Developer's and Employer's 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 and Employer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof.

In the event that an Event of Default occurs or any certification filed by Developer and Employer 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 and Employer 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 or Employer 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 the parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer and Employer fully comply with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

Section 8.6. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Tyson Storm Lake Holdings, LLC TIF Account of the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the Tyson Storm Lake Holdings, LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning

of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer and Employer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer and Employer.

Section 8.7. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer or Employer with respect to the use thereof.

Section 8.8. Real Property Taxes. Developer, Employer, or their successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's and Employer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer and Employer shall be solely responsible for all assessments and taxes.

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

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum

Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE IX. PUBLIC IMPROVEMENTS

Section 9.1. Conditions Precedent to Construction of Public Improvements. It is recognized and agreed that the City's ability to perform the obligations described in this Agreement, with respect to construction of the Public Improvements, is subject to completion and satisfaction of certain separate City Council actions and required legal proceedings. Specifically, all obligations of the City to issue the City Bonds, if any, whose proceeds may be used to construct the Public Improvements are subject to each of the following Conditions Precedent:

a. The ability of the City to meet its commitments under this Agreement is subject in all respects to completion of all required proceedings under Chapter 403 of the Code to authorize this Project as an urban renewal project; and

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

c. The Developer negotiating in good faith with the City to provide and providing all necessary public utility easements, if any, over and through the Development Property with no compensation to Developer; and

d. The completion and satisfaction of certain separate City Council actions and all required legal proceedings relating to the issuance of any bonds necessary for the construction of the Public Improvements, if any, (in the sole judgment of bond counsel for the City); and

e. The City shall have completed the sale of all or a portion of the bonds, if any, on such terms and conditions as it shall deem necessary or desirable in its sole discretion; and

f. There has not been a substantial change for the worse in the financial resources and the ability of Developer or Employer, or a substantial decrease in the financing commitment secured by Developer for construction of the Minimum Improvements, which changes make the Developer or Employer unable to fulfill its covenants and obligations under this Agreement; and

g. Developer and Employer in material compliance with all of the terms and provisions of this Agreement; and

h. Completion of any other hearings related to other financing sources; and

Section 9.2. Design of the Public Improvements; No Special Rights. The design of the Public Improvements shall be the City's responsibility. Developer and Employer recognize and agree that the Public Improvements shall be owned and maintained by the City and that nothing in this Agreement grants Developer or Employer any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Public Improvements. The Parties agree that the City and other Indemnified Parties are not responsible for and will have no liability to Developer or Employer associated with the specifications, design, plans, quality of construction, or sufficiency of the Public Improvements for any particular purpose.

Section 9.3. Construction of the Public Improvements. Contingent on the Developer's and Employer's compliance with the terms of this Agreement and contingent upon satisfaction of the Conditions Precedent in Section 9.1 of this Agreement, the City intends to fund and then construct the Public Improvements. The City's obligation to construct the Public Improvements as described in this Article shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and to the satisfaction of all conditions and procedures required (in the judgment of bond counsel for the City) by Chapters 384 and 403 of the Code including the holding of all required public hearings relating to the same.

Section 9.4. Completion of the Public Improvements. Subject to Unavoidable Delays, the City shall cause construction of the Public Improvements to be undertaken and completed by no later than October 1, 2021. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. Construction of the Public Improvements shall not materially interfere with or delay Developer in the construction of the Minimum Improvements. Construction of the Minimum Improvements on the Development Property shall not materially interfere with or delay City in the construction of the Public Improvements.

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

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

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

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

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

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

ARTICLE XI. REMEDIES

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

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

b. Transfer of Developer’s or Employer’s interest in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer or Employer in violation of the provisions of this Agreement;

c. Failure by Developer or Employer to timely pay ad valorem taxes for which it is responsible on the Development Property and Minimum Improvements;

d. Failure by Developer or Employer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, including but not limited to Sections 6.6, 6.7, 6.8 and 6.9 of this Agreement;

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

f. Developer or Employer:

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

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

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

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

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

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

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

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

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

e. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default and shall be entitled to recover from the Developer and/or Employer, and the Developer and/or Employer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer and/or Employer. The City may demand such payment at any time following its determination that Developer or Employer is in default under this Agreement, including if Employer fails to satisfy its employment obligations under Section 6.6 hereof.

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

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

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer, Employer, and the City shall each pay for its own attorney's fees associated with this Agreement; and

b. Whenever any Event of Default is adjudged to have occurred and any party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a defaulting party, such defaulting party agrees that it shall, on demand therefor, pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the non-defaulting party in connection therewith.

ARTICLE XII. MISCELLANEOUS

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

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

a. In the case of Developer, is addressed or delivered personally to Tyson Storm Lake Holdings, LLC, at 2200 W. Don Tyson Parkway, Springdale, AR 72762, Attn: Mark B. Elser;

b. In the case of Employer, is addressed or delivered personally to The Hillshire Brands Company, at 2200 W. Don Tyson Parkway, Springdale, AR 72762, Attn: Mark B. Elser;

- c. In the case of the City, is addressed to or delivered personally to the City at City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, IA 50588, Attn: City Manager;

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

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

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

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

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

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

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2029, unless terminated earlier under the provisions of this Agreement.

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

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

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

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

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mike Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Mike Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

By: _____
Mark B. Elser

STATE OF _____)
) SS
COUNTY OF _____)

Notary Public in and for said State

Execution Version - Revised

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said West line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

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

Tract contains 62.48 acres and is subject to all easements of record.

AND

Lot 2, Block 1, Industrial Park Addition / Hayes Industrial Park Addition, being a 3.94 acre parcel of land, identified as Buena Vista County, Iowa Parcel #1401351002, Buena Vista County, Iowa Tax Assessor.

Tract contains 3.94 acres and is subject to all easements of record.

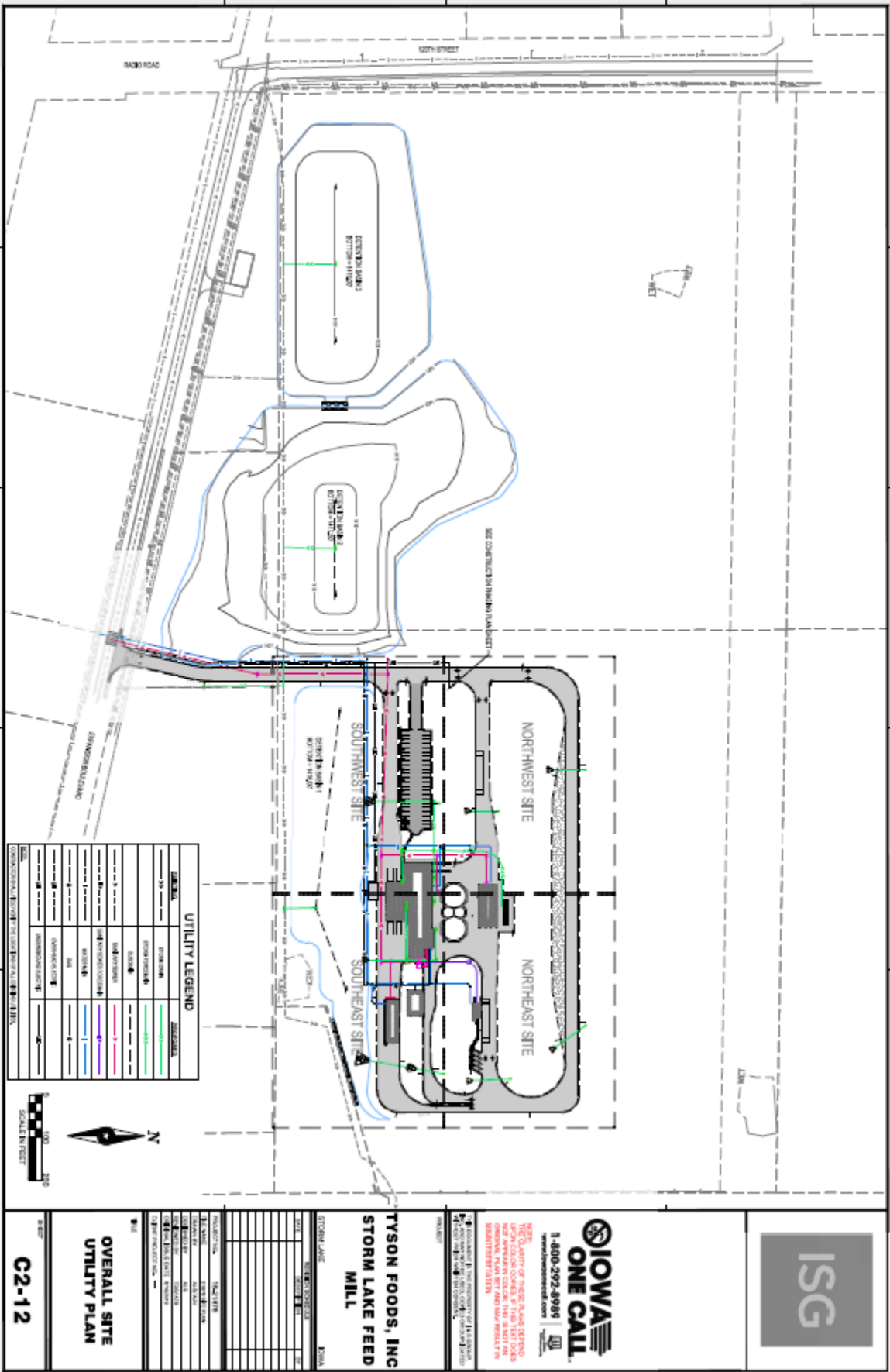
The above described description shall be revised upon receipt of a current title commitment from a licensed title insurer.

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means the construction of a new 11,000 ton per week pelleted turkey feed mill, office building, warehouse, and truck wash on the Development Property together with all related site, utility, and common infrastructure improvements necessary for a complete operational facility. The new feed mill will have higher production capabilities than Developer's/Employer's current operations, producing enough high-quality feed to serve 100% of their production capacity. The construction of the Minimum Improvements will allow Developer/Employer to operate with reduced mailing and delivery costs at a better location within the City, which will allow for the retention of existing employees and hiring of additional employees within the city. The construction of the Minimum Improvements will be completed by April 1, 2021.

GENERAL GRADING NOTES

1. ALL GRADING SHALL BE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
2. ALL GRADING SHALL BE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
3. ALL GRADING SHALL BE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
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6. ALL GRADING SHALL BE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
7. ALL GRADING SHALL BE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
8. ALL GRADING SHALL BE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
9. ALL GRADING SHALL BE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
10. ALL GRADING SHALL BE IN ACCORDANCE WITH THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.



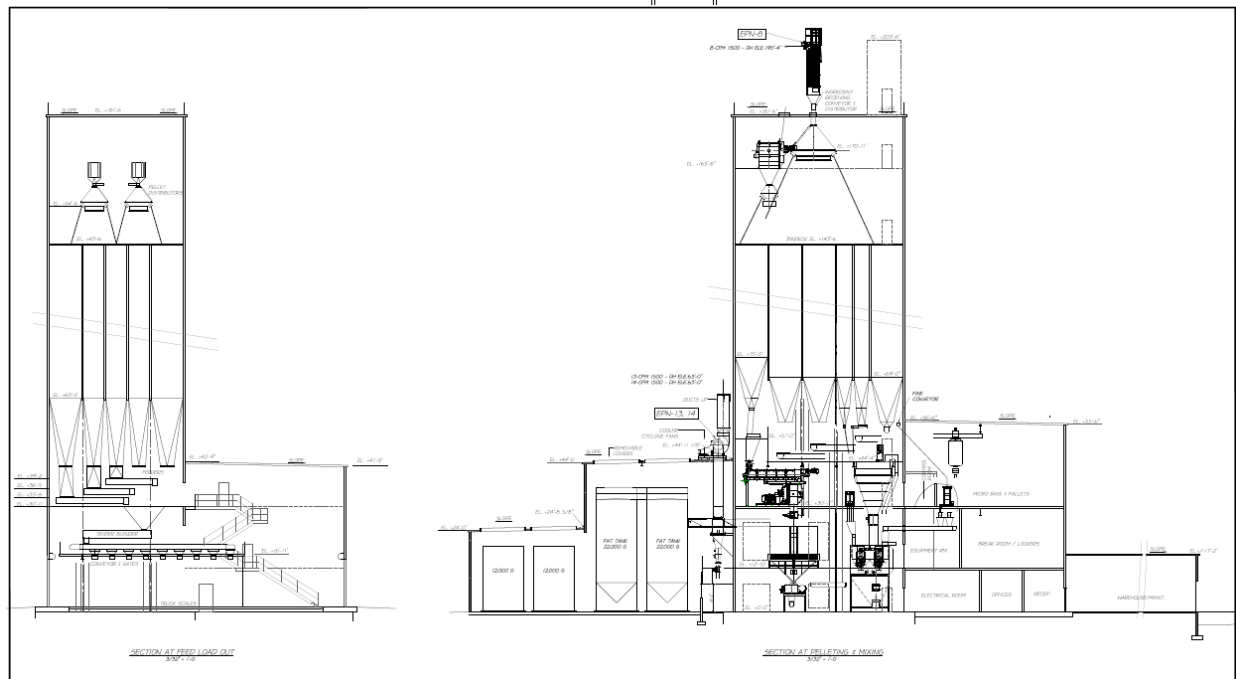
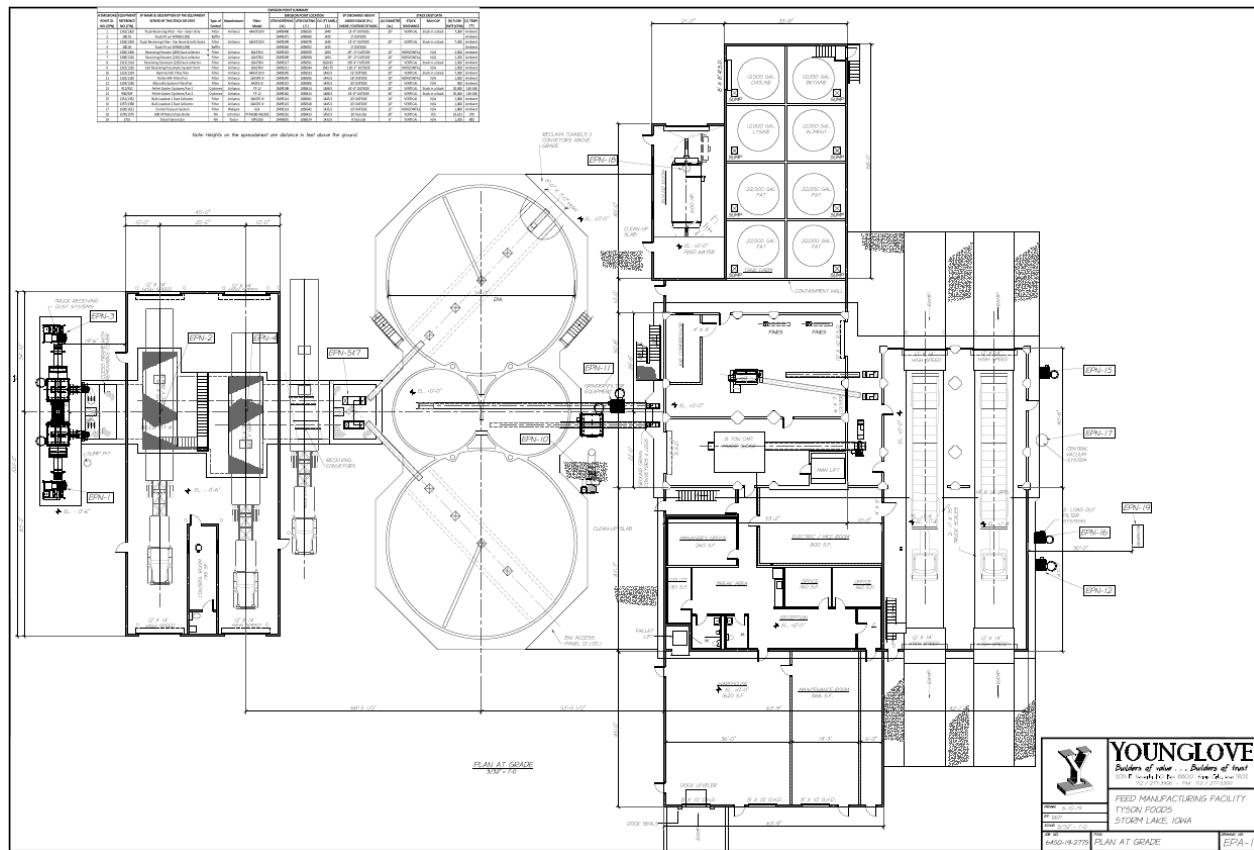


EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Storm Lake, Iowa, (“City”), Tyson Storm Lake Holdings, LLC, a Delaware limited liability company, (“Developer”), and The Hillshire Brands Company, a Maryland corporation, (“Employer”), did on or about the ____ day of _____, 2020, make, execute, and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer and Employer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18” East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18” East, along said West line, 798.82 feet; Thence South 74° 10' 45” West, 456.34 feet; Thence South 00° 08' 18” East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28” West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20” West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13” East, along said South line, 2641.68 feet to the Point of Beginning.

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

Tract contains 62.48 acres and is subject to all easements of record.

AND

Lot 2, Block 1, Industrial Park Addition / Hayes Industrial Park Addition, being a 3.94 acre parcel of land, identified as Buena Vista County, Iowa Parcel #1401351002, Buena Vista County, Iowa Tax Assessor.

Tract contains 3.94 acres and is subject to all easements of record.

The above described description shall be revised upon receipt of a current title commitment from a licensed title insurer.

(the “Development Property”); and

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

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

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

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

[Remainder of page intentionally left blank; signature page follows]

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

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

Notary Public in and for the State of Iowa

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

EXHIBIT D
ANNUAL CERTIFICATION
(due before October 15th as required under terms of Development Agreement)

The Developer and Employer certify the following:

During the time period covered by this Certification, the Developer and Employer are and were 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 and/or Employer 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 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 Employer at the Development Property 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 officers of Developer and Employer have re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer and Employer are not, or were 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__.

TYSON STORM LAKE HOLDINGS, LLC,
Delaware limited liability company

By: _____

Name: _____

Its: _____

THE HILLSHIRE BRANDS COMPANY,
a Maryland corporation

By: _____

Name: _____

Its: _____

Attachments: Proof of payment of taxes

[Signature page to Annual Certification – Tyson Storm Lake Holdings, LLC and The Hillshire Brands Company]

EXHIBIT E
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Storm Lake, Iowa (“City”), Tyson Storm Lake Holdings, LLC, a Delaware limited liability company, (“Developer”), and The Hillshire Brands Company, a Maryland corporation, (“Employer”), did on or about the ____ day of _____, 2020, make, execute, and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer and Employer agreed, in accordance with the terms of the Agreement and the Storm Lake Industrial Park Urban Renewal Plan (the “Plan”), to develop certain real property located within the City and within the Storm Lake Industrial Park Urban Renewal Area.

The Development Property is described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18” East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18” East, along said West line, 798.82 feet; Thence South 74° 10' 45” West, 456.34 feet; Thence South 00° 08' 18” East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28” West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20” West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13” East, along said South line, 2641.68 feet to the Point of Beginning.

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

Tract contains 62.48 acres and is subject to all easements of record.

AND

Lot 2, Block 1, Industrial Park Addition / Hayes Industrial Park Addition, being a 3.94 acre parcel of land, identified as Buena Vista County, Iowa Parcel #1401351002, Buena Vista County, Iowa Tax Assessor.

Tract contains 3.94 acres and is subject to all easements of record.

The above described description shall be revised upon receipt of a current title commitment from a licensed title insurer.

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2020, and terminates on December 31, 2029, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

IN WITNESS WHEREOF, the City, Employer, and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2020.

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

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mike Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Mike Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

TYSON STORM LAKE HOLDINGS, LLC,
A Delaware limited liability company

By: _____
Mark B. Elser

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared Mark B. Elser, to me personally known, who, being by me duly sworn, did say that he is the _____ of Tyson Storm Lake Holdings, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Mark B. Elser as such officer, 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

[Signature page to Memorandum of Agreement for Private Development – Tyson Storm Lake Holdings, LLC]

RESOLUTION NO. 42-R-2019-2020

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF STORM LAKE, TYSON STORM LAKE HOLDINGS, LLC, AND THE HILLSHIRE BRANDS COMPANY

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 "Urban Renewal Plan" or "Plan") for the Storm Lake Industrial Park Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan has been amended seven times, and which Plan, as amended, is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Tyson Storm Lake Holdings, LLC (the "Developer") and The Hillshire Brands Company (the "Employer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City, the Developer, and the Employer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements, consisting of the construction of a new feed mill, office building, warehouse, and truck wash, together with all related site improvements (as further defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement ("Development Property"), and Developer would agree to demolish the existing feed mill located at 501 Seneca Street in the City as outlined in the proposed Agreement; and

WHEREAS, pursuant to the Agreement, the Employer would agree to maintain operations at the Development Property though the duration of the Agreement, including the hiring and retention of a minimum number of employees; and

WHEREAS, the Agreement proposes that the City will construct certain Public Improvements (as defined in the Agreement) in support of the project; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 15% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$250,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

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

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

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

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in

substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 6th day of January, 2020.

Mayor

ATTEST:

City Clerk

CE

Staff Summary

1/6/2020

Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion to Terminate the Professional Services Agreement with Bolton & Menk for the Memorial Park Storm Water Improvement Project**

BACKGROUND: This project was one of the eight NRDC-HUD funded projects. Due to unforeseen circumstances, this project is no longer viable.

In October of 2016, Bolton & Menk was recommended as the engineer for this project. An engineering contract was approved by Council on February 19, 2019 in an amount not to exceed \$45,668.

Following the provisions of the agreement, termination of the agreement is recommended.

FISCAL IMPACT: No additional fees will be incurred for this project

RECOMMENDATION: Approve termination of the professional services agreement with Bolton & Menk for the Memorial Park Storm Water Improvement Project

Staff Summary

1/6/2020

Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion Approving Professional Services Agreement with Bolton & Menk for the Tulip Lane Storm Water Improvement Project**

BACKGROUND: Eight NRDC-HUD funded projects were originally approved. Due to unforeseen circumstances, this Memorial Park Storm Water Improvement Project is no longer viable. The Tulip Lane Storm Water Improvement Project is being substituted.

A Request for Qualifications for engineering services for this project was recently advertised. Three responses to the request was received. The firms responding were: ISG, EOR and Bolton & Menk. A panel of both external and internal members conducted interviews on Monday, December 30, 2019. Following presentations by each firm, the panel scored them based on four major criteria: 1) Qualifications necessary to complete project; 2) Previous work performance; 3) Capacity to complete scope of work; 4) Experience with State's CDBG Program.

Based on the review and ranking of firms, Bolton & Menk is recommended by the panel to provide engineering services for this project.

FISCAL IMPACT: Not to exceed \$48,965. The project is funded 75% by federal HUD money and 25% local match.

RECOMMENDATION: Approve the professional services agreement for engineering services with Bolton & Menk for the Tulip Lane Storm Water Improvement Project in an amount not to exceed \$48,965.

ATTACHMENTS:

Description	Type
Professional Services Agreement	Contract

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

TASK ORDER NO: 5 – 2020 Tulip Lane Stormwater Improvements

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: January 6, 2020

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

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

1.0 Scope of Services:

CONSULTANT shall perform the Services listed within the attached Exhibit I. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

2.0 Fees:

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

TASK	DESCRIPTION	Total Cost
1	Field Data Collection, Design Engineering, and Bidding Services	\$17,850
2	Construction Engineering Services	\$25,330
3	CDBG Administration Assistance	\$4,520
4	Construction Materials Testing	\$1,265
TOTALS		\$48,965

Task 1 shall be invoiced on a fixed design fee basis, subject only to adjustments for a change in scope of services performed that are agreed upon in writing by the City and the Consultant.

Task 2 is an estimated amount for contract administration, construction staking, and 120 hours of construction observation. Actual costs will be invoiced in accordance with Section III.A.1 of the Professional Services Agreement. Scope and limitation of resident project representative services are further defined within Exhibit I-1.

Task 3 is an estimated amount for CDBG grant administration. Actual costs will be invoiced in accordance with Section III.A.1 of the Professional Services Agreement.

Task 4 is an estimated amount for geotechnical engineering sub-consultant costs for construction testing. Actual costs will be invoiced in accordance with Section III.A.3 of the Professional Services Agreement.

3.0 Schedule:

Schedule for performance of Services will be as follows, such that all services will be completed by September 30, 2021.

January 2020	• Authorization of engineering for design, bidding, and construction services
March – April 2020	• Final design tasks
May 2020	• Bid Letting
June 2020	• Award project and construction agreement
Fall 2020 or Spring 2021	• Construction
Prior to September 2021	• Final project closeout

4.0 Deliverables

Deliverables will as set forth within the attached Exhibit I.

5.0 Term

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

6.0 Other Matters

CONSULTANT will perform its services in compliance within the attached Exhibit II.

7.0 Project Managers

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CITY OF STORM LAKE, IOWA
David Derragon
620 Erie Street
Storm Lake, Iowa 50588
Office Phone: 712-732-8000
Email: derragon@stormlake.org

BOLTON & MENK, INC.
Josh Pope, P.E.
218 11th Street SW Plaza
Spencer, Iowa 51301
Office Phone: 712-580-5075
Email: Joshua.Pope@bolton-menk.com

CITY OF STORM LAKE, IOWA

BOLTON & MENK, INC.

By: _____

By: Wesley W. Brown

Printed Name: Michael Porsch

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

Title: Mayor

Title: Principal Engineer

ATTACHMENTS TO THIS TASK ORDER:

Exhibit I – Consultant's Services

Exhibit I-1 – Resident Project Representative

Exhibit II – CDBG Compliance

EXHIBIT I – CONSULTANT’S SERVICES

TASK ORDER NO. 5 – 2020 TULIP LANE STORMWATER IMPROVEMENTS

STORM LAKE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide civil engineering services required for the construction of stormwater infrastructure to serve Tulip Lane west of Expansion Boulevard.

The basic improvements anticipated as part of this Agreement include storm sewer intakes/piping, subdrain, hydrodynamic separator infrastructure, grading/outfall into existing ditch, and other related items.

I.A. BASIC SERVICES

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

Task 1: Field Data Collection, Design Engineering, and Bidding Services

Task 1.1: Project Administration and Coordination

CONSULTANT will offer regular updates on next steps and upcoming project requirements. CONSULTANT will also prepare and provide miscellaneous project correspondence, scheduling, invoicing, and budget management necessary for expediting work products and project decision-making. Schedule updates will be provided on a regular basis.

Task 1.2: Field Data Collection

CONSULTANT will complete a topographic survey to provide base mapping, a digital terrain model, and utility information within the project corridor. Utility coordination will be completed to include private utility information on the topographic survey.

Task 1.2: Final Plan Sheets

CONSULTANT will prepare comprehensive, detailed construction plans for the proposed improvements. This task includes preparation of applicable plan sections such as:

- Title Sheet
- General Layout
- Statement of Estimated Quantities
- Typical Sections/Construction Details
- Existing Conditions and Removal Plan
- Construction Plan
- Traffic Control Plan
- Stormwater Pollution Prevention and Erosion Control Plan

Task 1.3: Project Specifications

CONSULTANT will prepare special provisions to submit with the final construction plan.

Task 1.4: Engineer's Estimate

CONSULTANT will prepare an engineer's cost estimate based on the final plans and specifications.

Task 1.5: Bidding Phase Services

CONSULTANT will prepare and publish the advertisement for bid and distribute the bid documents. CONSULTANT will provide responses to questions from contractors and issue addenda as required. CONSULTANT will attend the bid opening, prepare the resultant bid tabulation, and provide verification of submitted bids as part of the contract award recommendation to be provided to the CLIENT. Upon Council award, CONSULTANT will distribute the Contract to the selected contractor and secure the required contractor submittals necessary to commence construction.

Task 2: Construction Engineering Services

Task 2.1: Construction Contract Administration

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

- Construction meeting coordination and attendance
- Record keeping
- Reviewing contractor submittals
- Reviewing and monitoring the contractor's progress schedule
- Preparing monthly pay estimates.
- Assisting the City in scope management activities for the project, including:
 - Reviewing potential changes to the plans
 - Analyzing contractor notices of extra work, claims or time extensions, and making recommendations to City
 - Negotiating settlements to potential changes for the ultimate approval by the City
 - Preparing contract change documents as required

Task 2.2: Construction Staking

CONSULTANT will complete the required construction staking for the project. Staking needs will be coordinated with the contractor and the Resident Project Representative. Specific survey tasks include:

- Office computations & project management
- Verify, set, and maintain project control
- Staking of proposed improvements

Task 2.3: Construction Observation

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

Task 2.4: Record Drawings and Project Closeout

CONSULTANT will use the documentation compiled throughout the construction of the project to prepare all necessary proceedings to finalize the project. CONSULTANT will prepare and provide record drawings to the CLIENT.

Task 3: CDBG Administration

Task 3.1: Grant Administration

CONSULTANT will coordinate the final design and contract documents with the CLIENT's grant administrator to ensure that the bidding process, contractor selection, contract documents, worker's compensation, construction materials, insurance, bonding, etc., are fundable and in accordance with CDBG grant requirements. Upon the selection of a contractor, CONSULTANT will continue to work with CLIENT's grant administrator to ensure that the selected contractor continues to meet all grant-oriented requirements.

Task 4: Construction Materials Testing

Task 4.1: Concrete Testing

CONSULTANT will obtain materials samples of concrete installed during construction. Testing will be performed on the collected samples to ensure compliance with CLIENT's standards and requirements.

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may include:

1. Design and construction engineering services associated with channel improvements west of Tulip Lane.
2. Services associated with temporary/permanent property acquisition.

EXHIBIT I-1

RESIDENT PROJECT REPRESENTATIVE

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

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

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

A. GENERAL

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

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.
 - b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify

CONSULTANT of availability of samples for examination.

- c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
8. Records:
 - a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

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

C. LIMITATIONS OF AUTHORITY

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

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.

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

EXHIBIT II

THE FOLLOWING SHOULD BE INCLUDED IN ALL CDBG PROJECT SPECIFICATIONS AND CONTRACTS:

A. Executive Orders 11246 and 11375.

The Engineer will comply with all provisions of Executive Orders 11246 and 11375. During the performance of this Contract, the Engineer agrees as follows:

- 1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Engineer will, in all solicitations or advertisement for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Engineer will send to each labor union or representative of workers with which they have a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Engineer's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Engineer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- 5) The Engineer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Engineer may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Engineer will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

B. Title VI of the Civil Rights Act of 1964 and Iowa Civil Right Act of 1965.

This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance. Iowa Civil Right Act mirrors the Federal Civil Rights Act.

C. Federal Executive Order 11063, as amended by Executive Order 12259 Equal Opportunity Housing

D. Section 109 of Title I of the Housing and Community Development Act.

This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, sex, handicap, religion or religious affiliation, or age under any program or activity funded in whole or in part under Title I of this act.

E. Section 3 of the Housing and Urban Development Act of 1965 (as amended).

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Engineer agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Engineer's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Engineer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Engineer will not subcontract with any subcontractor where the Engineer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Engineer will certify that any vacant employment positions, including training positions, that are filled (1) after the Engineer is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Engineer's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to

comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

F. The Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

G. Access to and Maintenance of Records. The Engineer must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Engineer shall make available and furnish all information and reports required, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.

H. Termination. The Owner and/or the Engineer shall have the right to terminate this Contract at any time by giving at least ten (10) days notice in writing. The notice shall specify the effective date of such termination. Upon cancellation, the Owner will be responsible only for those costs incurred by the Engineer to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Contract shall, at the option of the City, become its property and the Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

I. Awarding Agency Reporting Requirements. The Engineer must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

J. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Pub. L 94-163, 89 Stat. 871

K. All Contracts in Excess of \$100,000.

In addition to the preceding provisions, Contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

- Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
- Section 508 of the Clean Water Act [33 U.S.C. 1368].
- Executive Order 11738.
- EPA Regulations - 40 CFR, Part 15.

In accordance with the Clean Air and Water Act, the Engineer agrees as follows:

- 1) The Engineer will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
- 2) The Engineer agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) The Engineer agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection

Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

- 4) The Engineer agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

L. All Contracts in Excess of \$2,000.

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

Staff Summary

1/6/2020

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: David Derragon, Assistant City Manager

SUBJECT: **Motion Approving Cost for Services for Grant Administration with Simmering & Cory for the Highway 7 & 110 Intersection Upgrade Project**

BACKGROUND: This proposal outlines the cost for services for grant administration for the Highway 7 & 110 Intersection Upgrade Project. The City has been working with the Iowa Department of Transportation to make improvements to this intersection, including a traffic signal.

An RFP was advertised in search of interested firms for providing grant administration services for this project. Based on responses to the advertisement, it is recommended that Simmering & Cory is best suited to provide grant administration services for this project. We anticipate the assistance of Simmering & Cory will benefit in finding all possible funding sources for this project.

FISCAL IMPACT: Outlined in the proposal for services

RECOMMENDATION: Approve the cost for services as outlined in the proposal for grant administration with Simmering & Cory for the Highway 7 & 110 Intersection Upgrade Project

ATTACHMENTS:

Description	Type
□ Proposal	Backup Material



December 31, 2019

City of Storm Lake
Attn: David Derragon
PO Box 1086
Storm Lake, IA 50588

Dear Mr. Derragon,

We are pleased to provide the City of Storm Lake with the following proposal to assist the City with grant identification, writing, and administration services for the valuable community project involving the intersection of HWY 110 and HWY 7. As a local business engrained in the Storm Lake community and a member of Storm Lake United, we understand the importance of the project and want to be a part of the project.

FIRM HISTORY & QUALIFICATIONS

Simmering-Cory was started by the late Tom Simmering and Marsha Cory. Tom and Marsha worked with cities and counties for over 30 years building what has become a premier local government consulting firm in the State of Iowa. In 2016, Marsha sold the firm to Jennifer Movall and Justin Yarosevich. Jennifer and Justin are pleased to be able to carry on the strong relationship with our clients and the history of providing exemplary service to Iowa cities and counties.

Jennifer and Justin are also proud of the work and dedication of our employees who have years of service providing grant writing and administration services for our clients. As we have previously done for the City of Storm Lake, if selected we would engage all of our resources to assist the City with this project.

Our firm has helped a number of cities and counties across the state with grant writing and administration services including state, federal, and private sources, ranging from DOT programs such as RISE and ISTEAF funding to CDBG. We have also been involved in federal programs including FEMA disaster resiliency programs and FEMA Assistance to Firefighters grants. We have also assisted clients with private grants from for-profit entities and private foundations.

As you know grants are very competitive and while we strive to put our clients in the best possible position to achieve success, sometimes, we are not successful. We work hard to give our clients the best chances and believe that through our relationships with granting agencies and our knowledge of how cities work we are able to do just that.

PERSONNEL ASSIGNED TO THE PROJECT

For the City of Storm Lake project, we will have primarily three individuals assigned to the project. Justin Yarosevich will be the primary contact on the project, but Jennifer Movall and Melanie Mitchell will also be heavily involved in the project. Below are brief bios for each of these key project individuals:

Melanie Mitchell

Melanie has over 30 years of experience in the CDBG program including work in all of the individual categories. Melanie's principal responsibilities including grant writing and administration services.

Melanie has completed various training programs provided by IEDA and HUD and is a grant administrator in good standing.

Jennifer Movall

Jennifer has over eight years of government finance experience where, in addition to daily administration of the city's finances, she was also responsible for administration of grants including CDBG, FEMA, and Federal Aviation Administration programs. With SC, Jennifer has been involved in the writing and administration of grants in the CDBG program. Jennifer has completed training provided by IEDA and HUD and is a grant administrator in good standing.

Justin Yarosevich

Justin has over 17 years of experience in local government administration where he did grant writing and administration as well as project management on various infrastructure and community projects. With SC, Justin has been involved in the writing and administration of grants including CDBG and RISE (Revitalize Iowa's Sound Economy). Justin has completed training provided by IEDA and HUD and is a grant administrator in good standing.

COSTS FOR SERVICES

While it is difficult to determine the amount of time involved in writing a grant or the actual needs for administration which will differ depending on the grants received, we would propose to provide services on a time and materials basis. Time would be billed on a per hour cost of \$60.00 with minimum increments of 15 minutes. Materials would be billed at cost plus 10%.

For grant writing services we would propose to limit costs related to writing the application to a maximum of \$1,000 per application for most applications. Should we identify a grant that appears to have a more substantial application process we would discuss with the City in advance the requirements and determine a not-to-exceed amount for writing of that grant.

Grant administration services would be billed on the same hourly rate or a lump sum rate depending on the grant requirements. Where possible we will work with the City to include the majority of grant writing and administration costs so that they are eligible for payment by the grant program.

Researching time for grants would be provided to the City at no cost.

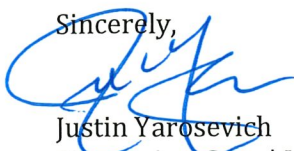
Additional services such as community surveys and travel cost would be billed under separate terms after discussion with the City.

FEDERAL REGULATIONS

Simmering-Cory is aware of the potential that some or all of the grants that the City may apply for could involve federal funds and as such we are prepared to enter into separate agreements with the City for administration services that include adherence to federal regulations should they be needed.

We would be excited to work with the City of Storm Lake on this important project and as Storm Laker's we feel we can bring a unique and heartfelt perspective to the project as members of the project team. Should the City have any questions regarding our proposal please don't hesitate to contact me.

Sincerely,



Justin Yarosevich
Simmering-Cory | Iowa Codification

Staff Summary

1/6/2020

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: David Derragon, Assistant City Manager

SUBJECT: **Motion Approving Professional Services Agreement for Engineering with Bolton & Menk for the Highway 7 & 110 Intersection Upgrade Project**

BACKGROUND: This professional services agreement will provide engineering services for the Highway 7 & 110 Intersection Upgrade Project. The City has been working with the Iowa Department of Transportation to make improvements to this intersection, including a traffic signal. Following the provisions of our current two (2) year agreement with Bolton & Menk for infrastructure engineering, this agreement under consideration is project specific to the intersection project.

FISCAL IMPACT: Not to exceed \$61,050

RECOMMENDATION: Approve the professional services agreement for engineering services with Bolton & Menk for the Highway 7 & 110 Intersection Upgrade Project in an amount not to exceed \$61,050

ATTACHMENTS:

Description	Type
Contract	Contract

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

TASK ORDER NO: 4 – 2021 Highways 7 & 110 Intersection Improvements

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: January 6, 2020

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

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

1.0 Scope of Services:

CONSULTANT shall perform the Services listed within the attached Exhibit I. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

2.0 Fees:

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

TASK	DESCRIPTION	Total Cost
1	Field Data Collection, Preliminary Design and Signal Layout Services	\$51,075
2	Funding Application Services	\$9,975
TOTALS		\$61,050

Task 1 is an estimated amount for project administration, field data collection, and approximately 415 hours of effort associated with the development of conceptual intersection geometry and signal layouts. Actual costs will be invoiced in accordance with Section III.A.1 of the Professional Services Agreement.

Task 2 is an estimated amount for funding application development assistance and administration. Actual costs will be invoiced in accordance with Section III.A.1 of the Professional Services Agreement.

3.0 Schedule:

Schedule for performance of Services will be as follows, such that all services will be completed by September 30, 2021.

January 2020	• Authorization of engineering for preliminary design services
February – March 2020	• Preliminary intersection geometry and signal layout developed • Funding applications developed

4.0 Deliverables

Deliverables will as set forth within the attached Exhibit I.

5.0 Term

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

6.0 Other Matters

NONE

7.0 Project Managers

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CITY OF STORM LAKE, IOWA
David Derragon
620 Erie Street
Storm Lake, Iowa 50588
Office Phone: 712-732-8000
Email: derragon@stormlake.org

BOLTON & MENK, INC.
Josh Pope, P.E.
218 11th Street SW Plaza
Spencer, Iowa 51301
Office Phone: 712-580-5075
Email: Joshua.Pope@bolton-menk.com

CITY OF STORM LAKE, IOWA

BOLTON & MENK, INC.

By: _____

By: Wesley W. Brown

Printed Name: Michael Porsch

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

Title: Mayor

Title: Principal Engineer

ATTACHMENTS TO THIS TASK ORDER:
Exhibit I – Consultant's Services

EXHIBIT I – CONSULTANT’S SERVICES

TASK ORDER NO. 4 – 2021 HIGHWAYS 7 & 110 INTERSECTION IMPROVEMENTS

STORM LAKE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide civil engineering services required for the preliminary intersection geometry and signal layout associated with the improvement of the Highway 7 and 110 intersection. CONSULTANT will also provide engineering support services for the development and pursuit of Iowa Department of Transportation funding applications.

I.A. BASIC SERVICES

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

Task 1: Field Data Collection and Preliminary Design Services

Task 1.1: Project Administration and Coordination

CONSULTANT will offer regular updates on next steps and upcoming project requirements. CONSULTANT will also prepare and provide miscellaneous project correspondence, scheduling, invoicing, and budget management necessary for expediting work products and project decision-making. Schedule updates will be provided on a regular basis.

Task 1.2: Field Data Collection

CONSULTANT will complete a topographic survey to provide base mapping, a digital terrain model, and utility information within the project corridor. Utility coordination will be completed to include private utility information on the topographic survey.

Task 1.3: Preliminary Design Layout

CONSULTANT will prepare a design layout for the proposed improvements. This task includes preparation of applicable plan sections such as:

- Horizontal and Vertical Alignments
- Roadway Geometry and Linework
- Typical Sections/Construction Details
- Existing Conditions and Existing Utility Layout
- Construction Limits
- Public and Private Utility Impact
- Property acquisition needs
- Proposed signal pole placement

Task 1.4: Signal Layout

CONSULTANT will coordinate with the roadway design and layout the signal poles with mast arm, signal faces, and potential signal controller location. General locations of hand holes will be noted and may change based on field construction needs. CONSULTANT will coordinate with BNSF Railroad and Iowa Department of Transportation to locate the railroad signals with gates.

Task 1.5: Engineer's Estimate

CONSULTANT will prepare an engineer's cost estimate based on the preliminary layout.

Task 2: Funding Application Assistance

CONSULTANT will administer the construction contract in accordance with the contract provisions. Specific responsibilities of Contract Administration will include coordination with the Iowa Department of Transportation, BNSF Railroad, and with the City of Storm Lake. The Consultant will provide what is needed for the funding applications including but not limited to maps, figures, exhibits, and benefit/cost analysis.

Task 2.1: TSIP – Prepare and submit Traffic Safety Improvement Program Grant Application

Task 2.2: USTEP – Prepare and submit Urban-State Traffic Engineering Program Application

Task 2.3: IDOT Railroad section 130

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may include:

1. Final design and construction engineering services.
2. Land acquisition services.

Staff Summary

1/6/2020

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: David Derragon, Assistant City Manager

SUBJECT: **Motion Setting the Public Hearing for the FEMA Lake Bank Restoration Project Plans, Specifications and Form of Contract**

BACKGROUND: In 2019, the lake bank along Lighthouse Drive near Scout Park was pushed up, likely by ice. This project will restore approximately 300 LF of lake bank along Lighthouse Drive between Barton and Terrence Streets near Scout Park. To satisfy FEMA requirements and eliminate the need for environmental analysis/reporting, the project incorporates bioengineering. Included with this is the inclusion of fabric-encapsulated soil and live stake plantings to restore/stabilize the lake bank.

The Engineer's Opinion of Probable Construction Cost is \$157,045. The project is in the process of being evaluated by FEMA for funding. If approved, FEMA will pay 85% of the project cost with the City match being 15%.

The professional services agreement with Bolton & Menk for this project is in an amount not to exceed \$48,690 was approved on September 3, 2019.

To move forward with the bidding process, a public hearing is planned for February 17, 2020 at 5:00 p.m. in City Council Chambers.

FISCAL IMPACT: Construction Estimate is \$157,045 (85% from FEMA funding)

RECOMMENDATION: Approve Setting a Public Hearing for 5:00 p.m. on February 17, 2020 in City Council Chambers

ATTACHMENTS:

Description	Type
□ Notice of Public Hearing	Backup Material
□ Bid Documents	Backup Material

NOTICE OF PUBLIC HEARING

FEMA Bank Restoration Project City of Storm Lake

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement.

A public hearing will be held by the City of Storm Lake on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:00 P.M. on February 17, 2020, at 620 Erie Street, in Storm Lake, Iowa.

Project Description: Stabilization of 300 LF of Storm Lake shoreline located south of Lighthouse Drive between Barton Street and Terrence Street.

This Notice is given by authority of the
City of Storm Lake

Mayra Martinez
City Clerk



PROJECT MANUAL

FEMA Bank Restoration Project

City of Storm Lake



Real People. Real Solutions.

Bolton-Menk.com

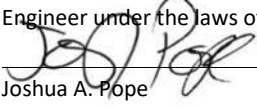
SECTION 00005 – CERTIFICATION

PROJECT MANUAL

for

FEMA Bank Restoration Project

City of Storm Lake

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.  _____ Joshua A. Pope License No. 23600 My renewal date is December 31, 2021 Pages or sheets covered by this seal: All Sheets _____ Date: <u>January 6, 2020</u>
--	---

SECTION 00010 - TABLE OF CONTENTS

FEMA Bank Restoration Project City of Storm Lake

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

- 00005 - CERTIFICATION PAGE
- 00010 - TABLE OF CONTENTS
- 00100 - NOTICE TO BIDDERS
- 00200 - INSTRUCTIONS TO BIDDERS
- 00410 - PROPOSAL
- 00420 - BID BOND
- 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER
- 00500 - CONTRACT
- 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND
- 00800 - SPECIAL PROVISIONS
- 00900 - NOTICE OF AWARD
- 00910 - NOTICE TO PROCEED
- 00920 - LETTER OF TRANSMITTAL

DRAWINGS (UNDER SEPARATE COVER):

13 sheets numbered G0.01 through L1.02, inclusive, dated January 6, 2020, and with each sheet bearing the following general title:

FEMA Bank Restoration Project
City of Storm Lake

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2020 EDITION
unless modified herein.**

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

SECTION 00100 - NOTICE TO BIDDERS

FEMA Bank Restoration Project City of Storm Lake

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair or improvement as stated below must be filed before 3:00 P.M. on February 5, 2020, in the office of the City Clerk, 620 Erie Street, Storm Lake, IA 50588.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 3:00 P.M. on February 5, 2020, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, IA 50588 with the results being reported to the City of Storm Lake at its meeting at 5:00 P.M. on February 17, 2020 at which time the City Council may take action on the proposals submitted or at such time as may then be fixed. The City of Storm Lake City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be to the best interest of the City of Storm Lake.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before May 15, 2020 and completed and made ready for final payment on or before May 29, 2020. Liquidated damages are set forth in Section 00500 – Contract.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon. The bidder's security shall be in an amount equal to 5 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance, payment, and maintenance bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 218 11th Street SW, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering Quest project #6587469 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Storm Lake will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

Project Description: Stabilization of 300 LF of Storm Lake shoreline located south of Lighthouse Drive between Barton Street and Terrence Street.

The Notice is given by order of the City Council of the City of Storm Lake

Mayra Martinez

City Clerk

SECTION 00200 - INSTRUCTIONS TO BIDDERS

FEMA Bank Restoration Project City of Storm Lake

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly as failure to complete and sign all documents and to comply with the requirements listed below can cause a submitted bid not to be read.

ARTICLE 1 - BID SECURITY

- 1.01 The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of a cashier's check or certified check drawn on a state chartered or federally chartered bank; or a certified share draft drawn on a state chartered or federally chartered credit union; or a bidder's bond with corporate surety satisfactory to the City of Storm Lake, hereinafter called the "Jurisdiction".
- 1.04 The bid bond may be submitted on the enclosed Bid Bond form (or form that is equivalent in terms, duration, and obligation). All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.

ARTICLE 2 - SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- 2.01 The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder. The Proposal and Bid security shall be deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids along with the appropriate bid security. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- 2.02 The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
 - A. PROPOSAL – Complete each of the following parts:
 - Part B – Acknowledgment of Addenda, if any have been issued;
 - Part C – Bid Items, Quantities and Prices
 - Part G – Identity of Bidder;
- 2.03 Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.
- 2.04 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited

alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

2.05 Division 1 - General Provisions and Covenants of the 2020 SUDAS Standard Specifications is modified as follows:

A. Section 1020.1.09B, Unit Price Attachment.

A computer-generated unit price attachment may be submitted by the Bidder as specified by this Section.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

3.01 The work is located in the City of Storm Lake.

Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete as stated in Section 00500 Contract. Liquidated Damages will be assessed as detailed in the stated in Section 00500 - Contract.

3.02 Community Events.

Successful bidder will be required to coordinate with the owner and accommodate the owner's requirements for the following list of events: None.

3.03 Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Storm Lake and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless City of Storm Lake from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction after acceptance of the work.

3.04 The City of Storm Lake, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 4 - PREFERENCE OF PRODUCTS AND LABOR

4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state of foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

ARTICLE 5 - TAXES

- 5.01 The City will issue a sales tax exemption certificate and authorization letters to the Contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 5.02 The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material.
- 5.03 Income Tax:
- A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - B. If successful bidder is a non-Iowa partnership, individual or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

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

SECTION 00410 - PROPOSAL

FEMA Bank Restoration Project
City of Storm Lake

PROPOSAL: PART A – SCOPE

The City of Storm Lake, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the improvements on FEMA Bank Restoration Project.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____	ADDENDUM NUMBER _____
ADDENDUM NUMBER _____	ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only and are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost shall be used only for the comparison of bids. The jurisdiction shall only use the Total Construction Cost for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid only, not including any alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and

2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Substantially and Final complete the work on or before as detailed in Section 00500 – Contract; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract for each thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding; and
5. That the bid has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder; and
6. That all statements in this proposal are true; and
7. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	None

PROPOSAL: PART G - IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

☐ Individual,
Sole Proprietorship

Bidder

☐ Partnership

Signature

☐ Corporation

By

Name (Print/Type)

☐ Limited Liability Company

Title

☐ Joint-venture; all parties must join-in and
execute all documents

Street Address

☐ Other

City, State, Zip Code

The bidder shall enter its Public
Registration Number ____ - ____
issued by the Iowa Commissioner of Labor
Pursuant Section 91C.5 of the Iowa Code.

Telephone Number

**Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above**

Failure to provide said Registration
Number shall result in the bid being read
under advisement. A contract will not be
executed until the Contractor is registered.

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or
electronic signatures will not be accepted.**

All bidders must submit the following completed form to the governmental body requesting bids per
875 Iowa Administrative Code Chapter 156.

Bidder Status Form

To be completed by all bidders

Part A

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

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.
If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

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

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____
2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

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

Firm Name: _____
Signature: _____ Date: _____

WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS

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

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

FEMA Bank Restoration Project
City of Storm Lake

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the total Bid Price, and the Total Bid Amount; in case of discrepancy, the Unit Bid Price governs. The Quantities shown on the Proposal Attachment: Part C – Bid Items and quantities are approximate only, and are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Base Bid Amount for comparison of bids

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	EXCAVATION, CLASS 13	CY	390	\$	\$
2	EXPLORATORY EXCAVATION	HR	3	\$	\$
3	STORM SEWER, TRENCHED, RCP, 12", CLASS V	LF	33	\$	\$
4	REMOVAL OF STORM SEWER PIPE	LF	31	\$	\$
5	PIPE APRON, RCP, 12"	EA	2	\$	\$
6	INTAKE ADJUSTMENT, MINOR	EA	1	\$	\$
7	FULL DEPTH PATCHES	SY	22	\$	\$
8	ENGINEERING FABRIC	SY	60	\$	\$
9	SALVAGE AND REINSTALL SIGNS	EA	5	\$	\$
10	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
11	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (SUDAS TYPE 2)	SY	100	\$	\$
12	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (IOWA CRP NATIVE)	SY	440	\$	\$
13	ESTABLISHMENT & EXTENDED WARRANTY	LS	1	\$	\$
14	LIVE STAKE	EA	560	\$	\$
15	SWPPP MANAGEMENT	LS	1	\$	\$
16	EROSION CONTROL STONE	TON	106	\$	\$
17	RIP RAP, TYPE E	TON	310	\$	\$
18	FLOATING SILT CURTAIN	LF	350	\$	\$
19	FABRIC ENCAPSULATED SOIL LIFT (FESL)	SY	281	\$	\$
20	MOBILIZATION	LS	1	\$	\$

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
21	CONSTRUCTION ALLOWANCE	LS	1	\$	\$
22	SWEEPING	HR	5	\$	\$
TOTAL BID:					\$

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE DISTRICT AS NOTED IN SECTION 00500 – CONTRACT.

Bidder Name

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SECTION 00420 - BID BOND

FEMA Bank Restoration Project
City of Storm Lake

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and

_____, as Surety, are held and firmly bound unto, City of Storm Lake as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following project:

FEMA Bank Restoration Project

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

SURETY:

By

Surety Company

Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

By

Bidder

Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER

(The Low Bidder May Be Requested To Provide This Information After
The Bids Are Received But Prior To Issuing The Notice Of Award)

GENERAL INFORMATION

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

Contractor's name and address: _____

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

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

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

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

EQUIPMENT/MATERIAL SOURCE INFORMATION

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

- Geotextiles
- Aggregates/Riprap
- Plantings
- Concrete pipe/aprons

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

SECTION 00500 – CONTRACT

FEMA Bank Restoration Project City of Storm Lake

THIS CONTRACT, made and entered into at _____
this _____ day of _____, by and between
the City of Storm Lake hereinafter called the "Jurisdiction", and _____,
hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the FEMA Bank Restoration Project as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, IA 50588, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following project:

FEMA Bank Restoration Project

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

- A. Completion Date
 - 1. All work under the Contract must be substantially complete on or before May 15, 2020.
 - 2. All work under the Contract must be completed and made ready for final payment on or before May 29, 2020.
- B. Liquidated Damage
 - 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of Nine-hundred, forty-nine dollars (\$949.00) for each day the work remains incomplete.
 - 2. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner One-hundred, forty-four dollars (\$144.00) for each day that expires after such time until the Work completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

- C. Maintenance Bond & Warranty
 - 1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Storm Lake, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.
 - 2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2-years from and after acceptance of the work.
 - 3. For purposes of the maintenance bond, acceptance of work shall be interpreted as the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08 and the maintenance period shall commence on the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08, unless otherwise modified by the Specifications or Written Agreement.
- D. Bid Quantity Revisions
 - 1. All quantities are estimates and subject to revision by the Jurisdiction.
 - 2. Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Storm Lake

CONTRACTOR:

By _____
Mike Porsch, Mayor

(Seal)
ATTEST:

Mayra Martinez, City Clerk

By _____
Contractor's Contact Name
Contractor's Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____

Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20 ____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE**CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES**

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	EXCAVATION, CLASS 13	CY	390	\$	\$
2	EXPLORATORY EXCAVATION	HR	3	\$	\$
3	STORM SEWER, TRENCHED, RCP, 12", CLASS V	LF	33	\$	\$
4	REMOVAL OF STORM SEWER PIPE	LF	31	\$	\$
5	PIPE APRON, RCP, 12"	EA	2	\$	\$
6	INTAKE ADJUSTMENT, MINOR	EA	1	\$	\$
7	FULL DEPTH PATCHES	SY	22	\$	\$
8	ENGINEERING FABRIC	SY	60	\$	\$
9	SALVAGE AND REINSTALL SIGNS	EA	5	\$	\$
10	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
11	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (SUDAS TYPE 2)	SY	100	\$	\$
12	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (IOWA CRP NATIVE)	SY	440	\$	\$
13	ESTABLISHMENT & EXTENDED WARRANTY	LS	1	\$	\$
14	LIVE STAKE	EA	560	\$	\$
15	SWPPP MANAGEMENT	LS	1	\$	\$
16	EROSION CONTROL STONE	TON	106	\$	\$
17	RIP RAP, TYPE E	TON	310	\$	\$
18	FLOATING SILT CURTAIN	LF	350	\$	\$
19	FABRIC ENCAPSULATED SOIL LIFT (FESL)	SY	281	\$	\$
20	MOBILIZATION	LS	1	\$	\$

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
21	CONSTRUCTION ALLOWANCE	LS	1	\$	\$
22	SWEEPING	HR	5	\$	\$
TOTAL BID:					\$

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SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

FEMA Bank Restoration Project
City of Storm Lake

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the FEMA Bank Restoration Project in Storm Lake, IA 50588.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

For purposes of the maintenance bond, acceptance of work shall be interpreted as the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08 and the maintenance period shall commence on the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08, unless otherwise modified by the Specifications or by Written Agreement.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree,

jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s).

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as
Prescribed by Chapter 515.52-57, Iowa Code.
(Require only if Attorney-in-Fact is not also an
Iowa Resident Commission Agent).

Contractor

By:

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By:

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

SPECIAL PROVISIONS
FOR
FEMA Bank Restoration Project
City of Storm Lake

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1) CONTRACT PROVISIONS

a) Completion Date

- i) All work under the Contract must be substantially complete as detailed in Section 00500 – Contract.

b) Liquidated Damages

- i) Damages in the amount as detailed in Section 00500 –Contract per day will be assessed for each day the work remains incomplete.

c) Maintenance Bond & Warranty

- i) To remedy any and all defects as detailed in Section 00500 – Contract.

d) Bid Quantity Revisions

- i) All quantities are estimates and subject to revision by the Jurisdiction.
- ii) Quantity changes that do not materially change the character of the work to performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

2) DEFINITION AND INTENT

a) The Specifications that apply to the materials and construction practices for this project are defined as follows:

- i) The 20120 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
- ii) Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
- iii) “Owner”, “Jurisdiction” and “City” shall mean the City of Storm Lake, acting through the FEMA Bank Restoration Project.
- iv) “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- v) “Engineer” shall mean the Engineer on Record.
- vi) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- vii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
- viii) “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
- ix) “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

b) Engineer: Bolton & Menk, Inc., 218 11th Street SW, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430.

3) GENERAL PROVISIONS AND COVENANTS

a) Division 1 of the General Provisions and Covenants of the 2020 Edition SUDAS Standard Specifications is modified as follows:

i) Section 1020.1.09B, Unit Price Attachment.

- (a) A computer-generated unit price attachment may be submitted by the Bidder as specified by this Section.

- ii) Section 1050, 1.05 Shop Drawings, Certificates, and Equipment Lists.
 - (a) Electronic submittal of shop drawings will be allowed.
 - (b) If hardcopy submittals are used, the Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.
- iii) Section 1050, 1.15 - Additional Contractor Responsibilities.
 - (a) Section 1050, 1.15 is eliminated; Automated machine guidance is permitted.

4) WORK REQUIRED

- a) Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the FEMA Bank Restoration Project as described in the Official Publication.

5) PLANS AND SPECIFICATIONS

- a) The Owner will furnish five (5) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the Owner for printing costs for additional copies required.
- b) Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

6) SUBMITTALS

- a) Contractor shall provide a construction schedule showing dates of starting and completing various portions of work. Schedule shall be updated as needed or as requested by Engineer due to changes in progress of construction from original schedule. Updates shall be completed within one week of request.
- b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
 - i) Testing reports.
 - ii) Manufacturer's data for materials that are to be permanently incorporated into the project.
 - iii) Details of proposed methods of any special construction required.
 - iv) Purchase orders and subcontracts without prices.
 - v) Traffic control and staging plan.
 - vi) Such other information as the Engineer may request to ensure compliance with contract documents.
 - vii) List of Subcontractors and Suppliers.
- c) The Engineer's review of a submittal shall not relieve the Contractor from the responsibility for deviation from the drawings and specifications unless the Contractor has, in writing, called the Engineer's attention to the deviations at the time of submission; nor shall it relieve the Contractor from the responsibility of errors within the submittal.
- d) All submittals shall be reviewed by the Engineer prior to their incorporation into the project. If materials are installed without prior review and found to be non-conforming, they will be subject to removal at the Contractor's expense.

7) STANDARDS AND CODES

- a) Construct improvements with best present-day construction practices and equipment.
- b) Conform with and test in accordance with applicable sections of the following standards and codes.
 - i) American Association of State Highway and Transportation Officials (AASHTO).
 - ii) American Society for Testing and Materials (ASTM).
 - iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - iv) Iowa Department of Natural Resources (Iowa DNR)
 - v) American National Standards Institute (ANSI).
 - vi) American Water Works Association (AWWA).
 - vii) American Welding Society (AWS).
 - viii) Federal Specifications (FS).
 - ix) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
 - x) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 - xi) Standards and Codes of the State of Iowa and the ordinances of the Owner.
 - xii) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.
- c) Permits Obtained by Contractor
 - i) The Contractor shall secure and pay for the cost of any permit not obtained by the Owner.
 - ii) The Owner has obtained the following permit(s):
 - (1) Iowa DNR Sovereign Lands Construction Permit
 - (2) Iowa DNR Flood Plain Development Permit (determination of non-applicability)

8) CONSTRUCTION GENERAL

- a) Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- b) Contractor shall cooperate with the City of Storm Lake, Iowa and the Engineer to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- c) The Contractor is expected to provide adequate personnel and equipment to perform work within the specified time of construction.
- d) Contractor shall install and maintain orange safety fence around all open trenches or open structures when left unattended.

- e) Contractor shall complete surface restoration and cleanup activities as construction progresses.

9) EMPLOYMENT PRACTICES

- a) Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.
- b) The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
 - i) To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - ii) To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

10) RESPONSIBILITY OF CONTRACTOR

- a) Contractor shall provide supervision of the work.
- b) Contractor shall provide protection of all property from injury or loss resulting from construction operations.
- c) Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of Owner and Engineer.
- d) Contractor shall cooperate with Owner, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- e) Contractor shall keep cleanup current with construction operations.
- f) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

11) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.
- b) The following Community Events are scheduled. Contractor is required to coordinate with the Owner as needed to allow use of public property as necessary for the event. If contract continues for multiple years, event is still in force even though dates and locations may change.
 - i) None.

12) CONSTRUCTION FACILITIES

- a) Contractor shall provide telephone numbers where Contractor's representative can be reached during workdays and on nights and weekends in event of emergency.
- b) Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.

- c) Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic.
- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of Engineer.
- e) Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

13) PROJECT SUPERVISION

- a) The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- b) Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Contractor.
- c) Weekly progress meetings, if specified at the preconstruction conference may be held at the project site to review project schedule, coordinate activities, resolve conflicts, and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- d) Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.
- e) Contractor shall provide supervision of all sub-contractors and their personnel while on the site.

14) COORDINATION WITH OTHERS

- a) Contractor shall coordinate construction with the Owner, utility companies, affected property owners, and other contractors working in vicinity of this project.
- b) It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- c) Contractor shall coordinate with property owners prior to beginning work that will affect their parcel.
- d) The Contractor shall coordinate all work requiring the limiting of access to buildings by emergency equipment with fire and emergency departments. This shall include notification of the daily construction schedule.

15) CONSTRUCTION LIMITS

- a) Contractor shall confine the construction operations within the construction limits shown on the plans.
- b) Contractor shall not store equipment, vehicles, or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- c) Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction.
- d) Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.

- e) All work on this project will be within City Right-of-Way, Easements, or Public Property.

16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update it as needed due to changes in progress of construction from original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.
- f) Upon removal work commencing, work shall be continuously pursued at each site until substantial completion is achieved.
- g) The Contractor shall not be allowed to leave the project site for a period of more than seven (7) consecutive calendar days, except for unforeseeable delays due to weather. Should the Contractor be absent from the project site for more than this duration, the Owner may **assess a fee in the amount of \$ 1500 per day for each day** that the Contractor is absent and until typical construction activity is resumed.

17) CONSTRUCTION STAKING

- a) Unless otherwise specified in the specific sections, Owner shall provide engineering surveys to establish reference points for construction as follows:
 - i) Storm Sewer: Staking will be furnished and set by the Engineer at 50.0-foot spacing (usually offset for construction) for the control of the underground construction herein described. Cuts to the proposed pipeline grade will be furnished by the Engineer.
 - ii) Site Grading: Centerline stakes, with cut or fill to finished grade will be provided at 50.0-foot spacing. Stakes with cut or fill to finished grade will be provided for: contours representing grade breaks at 100.0-foot spacing along the contour.
- b) The Engineer will provide horizontal and vertical control points on the project's datum.
- c) The Engineer will provide stakes indicating the right of way and/or temporary easement construction limits.
- d) Contractor is responsible to have all areas where stakes need to be set to be clear of debris. The contractor needs to also provide a clear line of sight for staking.
- e) The Contractor shall submit staking requests a minimum two (2) working days, excluding Saturdays, Sundays, and legal holidays, prior to the date requested stakes are needed on the project. Staking requests submitted after 2pm shall be recorded as being received the next business day.
- f) The stakes are an integral part of the project and the Contractor shall protect and preserve all such stakes and marks and will be charged with the expense of resetting all such stakes and marks destroyed or disturbed due to the Contractor's carelessness or negligence. Stakes that are destroyed due to vandalism, erosion or other incidents shall be re-staked by the Engineer and will not be at the Contractor's expense.
- g) In the event of apparent or questionable errors or inconsistencies in such stakes set for control of line and/or grade, the Contractor shall promptly notify the Engineer of such error or inconsistency and shall not proceed with the work until such stake, grade, or mark shall have been verified or corrected by the Engineer.

- h) The Engineer will mark the existing boundary monuments prior to construction. The Contractor is responsible for protecting the monuments during construction. If monuments are removed the Engineer will reset them post construction at the Contractor's expense.
- i) All other line and grade staking shall be the responsibility of the Contractor. The Contractor shall furnish sufficient equipment and personnel for determination of plan grades, cross sections, course thicknesses, etc. The survey cost of establishing stakes requested by the Contractor for the convenience of the Contractor, beyond those cited as basic project control, will be charged to the Contractor or withheld from the amounts due to the Contractor.

18) CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- b) All manholes and valves shall be located with tie-off dimensions to known items on the plans or in the field to enable the Contractor or City personnel to locate these structures for adjustment.
- c) Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.
- d) Tie-ins with existing pavements and utilities shall be verified for correctness of alignment and elevation prior to construction staking. Any discrepancies discovered during this verification process will be brought to the attention of the Engineer for review and assistance with resolution prior to staking.
- e) When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- f) The Engineer will have a representative at the preconstruction conference to discuss construction staking.
- g) The Jurisdiction and Engineer will not be responsible for delays due to lack of grade or line stakes unless the Contractor has given the Engineer a 48 hour, working day, notice that such stakes will be needed and the Contractor's work is being conducted in a satisfactory manner and at the specified rate of progress.

19) MATERIALS TESTS

- a) Material testing as specified for construction will be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Testing shall meet the requirements of the SUDAS Standard Specifications.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall provide transportation of all samples to the laboratory.
- d) The Contractor shall not deliver materials to the project site until laboratory tests have been furnished which verify compliance of materials with specifications.
- e) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.
- f) Contractor shall certify that materials and equipment are manufactured in accordance with applicable specifications.

20) SOIL BORINGS

- a) None.

21) EXISTING UTILITIES

- a) Location of utility lines, mains, cables, and appurtenances shown on plans are from information provided by utility companies and records of the Owner.
- b) Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- c) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- d) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- e) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate with the utility company and provide work schedules to the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- i) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

22) SALVAGE OF MATERIALS / DISPOSAL

- a) The Contractor shall remove from the project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials, and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed as directed by the Engineer.
- b) The Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- c) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- d) The Contractor shall dispose of broken concrete, asphalt, granular material, rubble, and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.
- e) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- f) The City of Storm Lake, Iowa retains first right of refusal for retaining any existing materials removed by the construction.
- g) The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.

- h) Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

23) TRAFFIC CONTROL

- a) The Contractor shall provide sufficient surveillance of the traffic control devices to insure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:
 - The Engineer
 - The Owner
 - Local Law Enforcement Agencies
- b) The Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work or be subject to a \$ 100 per hour deduction from the time of notification for non-attention to project security and safety.
- c) The Contractor shall schedule the work to cooperate fully with business property owners and occupants abutting the project to minimize the time of restricted access to their property during the construction period.
- d) The Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
 - i) Notification shall be provided by written notice delivered to the business. The following items shall be included within the notice:
 - (1) The street name, location and proposed date of street closure.
 - (2) The estimated schedule for completion of work.
 - (3) The estimated date for reopening of the street.
 - (4) Procedure for garbage collection/recycling and postal service.
- e) The cost of maintaining vehicular and pedestrian traffic on temporary surfaced drives, walkways, including the eventual removal of the temporary surfacing material, shall be considered incidental to traffic control.
- f) In the event that any of the above right-of-way require traffic to be detoured around the construction zone, the Contractor shall prepare the detour route with the appropriate Agency representatives. The Contractor shall provide and maintain all signing and other traffic control required. The affected Agency shall be notified by the Contractor before re-routing traffic. Dust control and road maintenance of the by-pass route shall be the Contractor's responsibility.
- g) Contractor shall furnish, erect, and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones, and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- h) Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- i) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- j) Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- k) Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.

24) MAINTENANCE OF HAUL ROADS & TEMPORARY ACCESS

- a) The Contractor shall notify and obtain the approval of the local governmental authority for the use of all haul roads and construction easement areas within the City limits not specifically noted below. The Contractor will be required to deliver new materials and dispose of all excavated material plus removal items only on designated haul roads. This also applies to equipment entering and leaving the project site such as excavators and front-end loaders.
- b) Allowable City street and project haul roads are described as follows:
 - i) State Highway 7
 - ii) State Highway 110
 - iii) Northwestern Drive
 - iv) Vestal Street
 - v) 5th Street
 - vi) Barton Street
 - vii) Lighthouse Drive (between Barton and Terrence Streets)
- c) The Contractor shall confine all operation, ingress, and egress to the designated haul roads. The Owner may **assess a fee in the amount of \$ 500 per day for each day** that the Contractor occupies or travels on non-designated haul roads. The fee shall be in addition to damages assessed against the Contractor to repair damage caused to the roadway.
- d) The Contractor shall maintain and repair any damage to haul roads. Maintenance shall include, but not be limited to the following: blading, patching, signing, graveling, and dust control. This work will be at the Contractor's expense, without any direct compensation being made other than the payment received for Contract items.
- e) The Contractor shall be responsible for all roadbed maintenance over backfilled trenches and roadbed subgrade during the construction period.

25) TEMPORARY FENCES

- a) Contractor shall install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.
- b) Contractor shall provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
 - i) Refer to Iowa DOT Section 4188.03 for fence materials.
- c) Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
- d) Contractor shall remove temporary fencing upon completion of construction.

26) EROSION & SEDIMENT CONTROL

- a) If Contractor fails to install and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written order to the Contractor. **Failure to perform this work within 24 hours of notification of non-compliance may result in the Owner issuing a Municipal Infraction for Illicit Discharge and/or the Owner or Engineer arranging for completion of the work by others. A contract deduction shall be made equal to the total of all costs to perform such work so arranged, including but not limited to, labor, materials, equipment and administrative costs.**

- b) The Contractor will publish the necessary notification for the NPDES permit prior to the start of construction. The Contractor shall obtain an NPDES permit from the Iowa DNR for the area within the limits of this project based on the Pollution Prevention Plan. It shall be the Contractor's responsibility to update the plan during construction and have the plan available on site at all times.
- c) Contractor shall protect adjoining property (including public sanitary/storm sewer systems and streets) from any damage resulting from movement of earth or other debris from the project site. Any damage shall be repaired immediately.
- d) Contractor shall prevent the accumulation of earth or debris on adjoining public or private property from the project. Contractor shall remove any accumulation of earth or debris immediately and prevent the repetition of any instance where earth or debris moves from the project site to adjoining public or private property.
- e) Contractor shall provide erosion control measures necessary to protect against siltation and erosion from the flow of storm water. Maintain continuous operation of the storm sewer system throughout the construction period.
- f) Contractor shall use erosion control methods at all drainage courses, swales, and storm sewer inlets/outlets to protect against siltation and erosion.
- g) The Contractor will be fully liable for all damages to public and private property caused by their action or inaction in providing for handling of storm water flow during construction.
- h) As construction progresses, stabilization is required in those segments of the corridor that become available to do so. The Contractor shall not wait until all grading and paving operations are completed before commencing final surface restoration.
 - i) The Contractor shall anticipate multiple mobilizations to complete seeding, sodding, mulching, and surface restoration operations.

27) DUST ABATEMENT

- a) The Contractor shall perform dust control operations necessary to proactively prevent the production of dust in amounts to cause nuisance or damage to property, vegetation, animals, or persons in the vicinity of the construction.
- b) The Contractor shall keep the surface of construction work areas and unpaved haul roads moist by spraying with uncontaminated water so as to prevent, not just reduce, airborne dust.
- c) The Contractor shall suspend construction or haul traffic when the Contractor cannot prevent airborne dust until such time as dust control can be re-established to the required levels.
- d) The Contractor shall be responsible for any damage resulting from dust originating from the construction. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility under these Contract provisions.
- e) Requests by the Owner or Engineer for additional water to be placed for dust control shall be accomplished within 4 hours of notification and shall also include evenings and weekends as required or deemed necessary by the Owner or the Engineer. **Failure to perform the work requested within the 4 hours may result in the Owner or Engineer arranging for dust control by others. A contract deduction shall be made equal to the total of all costs to perform dust control so arranged, including not limited to labor, materials, equipment and administrative costs.**

28) DEWATERING

- a) Contractor shall perform all construction work in dry conditions.
- b) Unless specified in the Bid Items, all costs associated with Dewatering activities shall be incidental to the project.

- c) Contractor shall submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- d) Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- e) Should cohesive soils with no wet sand seams or layers be encountered, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- f) The Contractor shall not pump water from open excavation in sand and gravel below the natural ground water level.
- g) Contractor shall maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
 - i) A dewatering system (well points or shallow wells) shall be installed when working in cohesionless soils.
 - ii) Costs of installing and operating dewatering system are incidental, unless specified otherwise.
- h) Contractor shall provide means for conveying surface water encountered during construction.
 - i) Surface water shall be prevented from flowing into excavation and accumulated water shall be removed.
 - ii) Surface water and storm sewer flows shall be diverted around areas of construction.
 - iii) Sanitary sewers shall not be used for the disposal of dewatering or trench water.
- i) Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- j) Costs of conveying both surface water and groundwater are incidental.

29) MEASUREMENT AND PAYMENT

- a) Contract unit or lump sum prices are full compensation for furnishing all materials, equipment, tools, transportation, and labor necessary to construct and complete each item of work as specified. No separate payment will be made for work included in this project except as set forth in the bid item reference notes within the construction drawings. All other items of work are incidental to construction.
- b) **Payment for Hauled Materials:** No compensation will be paid for any weigh ticket received after the date shown on the ticket unless prior arrangements are made with the Engineer.
- c) **Payment for Materials Stored on Site:** No compensation will be paid for materials delivered to the site and not incorporated into the project.
- d) The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. These costs shall be included in the Unit Price bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:
 - Concrete header removal
 - Connections to existing storm sewer structures and pipes unless specified for separate payment
 - Construction and removal of temporary access roads
 - Construction fencing

Construction staging & phasing
Coordination and cooperation with affected property owners
Coordination and cooperation with the City of Storm Lake
Coordination and cooperation with other Contractors
Coordination and cooperation with other projects in the area
Coordination and cooperation with utility companies
Dewatering and handling storm water flow during construction
Dust control measures
Engineering Fabric
Excavation, verification and protection of existing utilities
Field and wood fence removal
Field testing
Finish grading
Full depth sawcutting of existing pavement
Grading for storm sewer outlets
Granular backfill and bedding for storm and sanitary sewer installation
Granular surfacing removal
Maintenance and watering for seeding and sodding
Maintenance of erosion control measures, including silt removal
Material testing
Monitoring weather conditions
Mowing
Overhaul
Pipe and structure bedding material
Porous backfill for subdrain
Proof rolling
Protection of existing hydrant(s) and valve(s)
Protection of existing trees and plantings not shown as removals
Protection of existing utilities and light poles
Removing and reinstalling existing signs
Reseeding
Site cleanup/restoration
Temporary safety closures
Temporary sheeting and shoring
Water valve removal
Working backfill to reduce moisture content
Working subgrade to achieve acceptable moisture content
Wrapping of storm sewer pipe joints

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

NOTICE OF AWARD
(To be executed after bid is awarded)

TO: Contractor _____
Address 1 _____
Address 2 _____
City, ST Zip _____

PROJECT TITLE: FEMA Bank Restoration Project
PROJECT DESCRIPTION: Stabilization of 300 LF of Storm Lake shoreline located south of Lighthouse Drive between Barton Street and Terrence Street
OWNER'S NAME: City of Storm Lake

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fifteen (15) days of this, the _____ day of _____, 2020.

You must deliver to the OWNER Three (3) fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature. You must deliver with the executed Agreement acceptable Contract Security (Bonds), Certificate(s) of Insurance, and other required information. Within ten days after you comply with the above conditions, the OWNER will return to you one fully executed counterparts of the Agreement.

Dated this, the _____ day of _____, 2020.

City of Storm Lake
Storm Lake, IA 50588

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,
this, the _____ day of _____, 2019.

BY: _____

TITLE: _____

NOTICE TO PROCEED

(To be executed after Agreement, Bonds and Insurance Certificates are approved)

TO: Contractor
Address 1
Address 2
City, ST Zip

Date:
Project Title: FEMA Bank Restoration Project
Project Owner: City of Storm Lake
Project Location: Storm Lake, IA 50588

You are hereby notified to commence WORK in accordance with the Agreement awarded on _____, 2019. The Contract Time shall commence to run on Anticipated start date: _____, 2020. WORK shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

City of Storm Lake
Storm Lake, IA 50588

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this, the _____ day of _____, 2020.

BY: _____

TITLE: _____

Letter of Transmittal

Date: _____
Project No.: P11.119679

TO: _____

- ☐ UPS Dropdown Selection
- ☐ Fedex Ground
- ☐ Regular Mail
- ☐ Client Pick-up
- ☐ Hand Carry
- ☐ Fax
- ☐ Fax/Send

RE:

WE ARE ENCLOSING:

FOR YOUR: ☐ Review ☐ Records ☐ Approval ☐ Distribution ☐ Information
 ☐ Use as Requested ☐ Please Return Corrected Prints

REMARKS:

CC: _____ By: _____

CITY OF STORM LAKE

CONSTRUCTION PLANS FOR

FEMA BANK RESTORATION

SHORELINE RESTORATION

JANUARY 2020

RESOURCE LIST

CITY OF STORM LAKE

City Hall
620 Erie Street
P.O. Box 1086
Storm Lake, IA 50588

City Manager:
Keri Navratil

Mayor: Mike Porsch

City Council Members:
Dan Smith
Jose Ibarra
Kevin McKinney
Bruce Engelmann
Tyson Rice

Infrastructure Engineer:
Josh Pope P.E.
Bolton & Menk, Inc.
218 11th Street SW Plaza

Public Services Director:
Scott Bonebrake

UTILITIES

GAS
Alliant Energy
Storm Lake, IA 50588
1-800-822-4348

TELEPHONE/CABLE
Long Lines
118 E. 5th St.
Storm Lake, IA 50588

Mediacom
720 Lake Ave.
Storm Lake, IA 50588

Century Link
426 Lake Ave.
Storm Lake, IA 50588

LOCAL
City of Storm Lake
433 Vilas Rd.
Storm Lake, IA 50588
712-732-8029

ELECTRIC
Mid American
1016 Vestal Street
Storm Lake, IA 50588

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL, 1-800-292-8989.

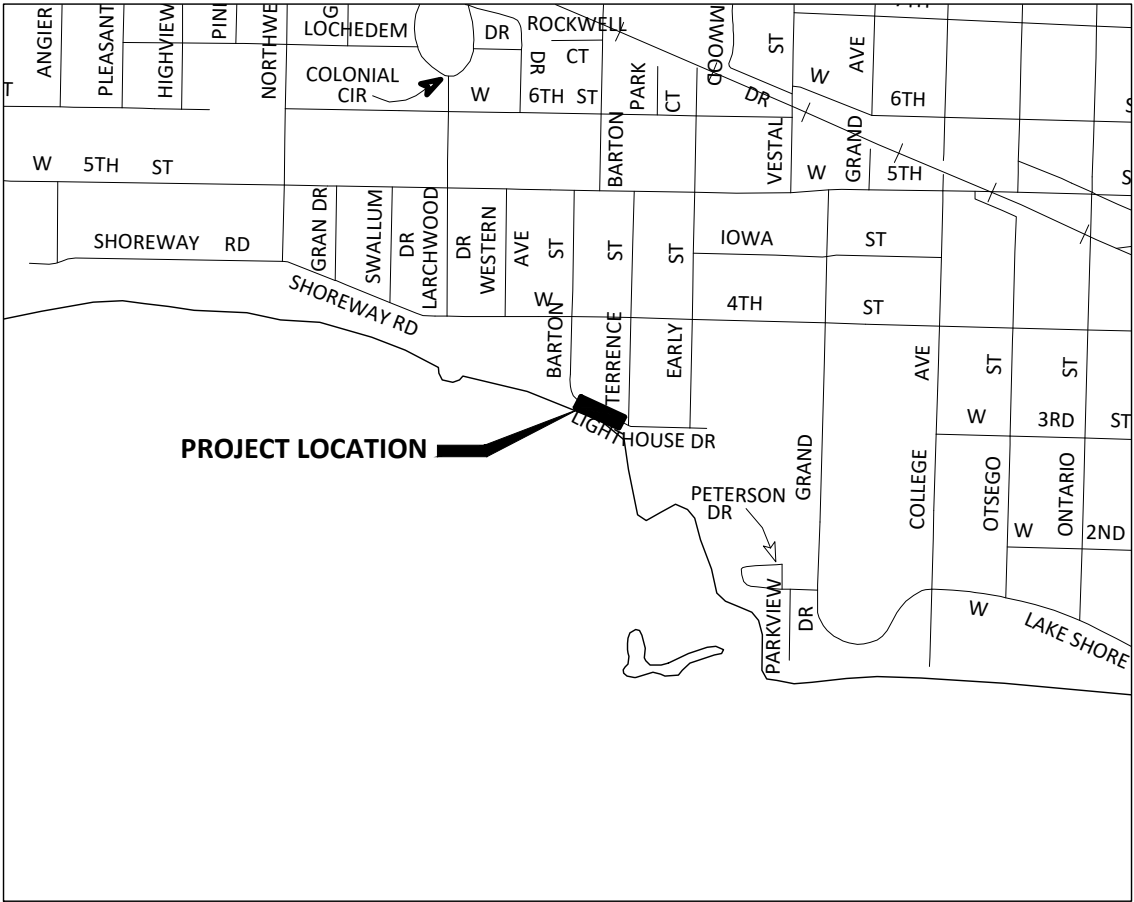


GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE "IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" SHALL GOVERN.

IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION", SERIES 2015 AND ALL CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



MAP OF THE
CITY OF STORM LAKE
BUEAN VISTA COUNTY, IA

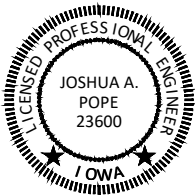


MAP LEGEND

PROJECT LIMITS

PROJECT DATUM: IRCS ZONE 4
HORIZONTAL: NAD 83 (2011 ADJ)
VERTICAL: NAVD88

RECORD DRAWING
INFORMATION
OBSERVER:
CONTRACTOR:
DATE:



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

JOSHUA A. POPE, P.E.

REG. NO. 23600 DATE: 01/06/2020

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEETS



218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
WDB			
DRAWN			
QDS			
CHECKED			
JAP			
CLIENT PROJ. NO.			

CITY OF STORM LAKE, IOWA
FEMA BANK RESTORATION

TITLE SHEET

SHEET

G0.01

EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGNAL CONTROL CABINET
	BARRICADE PERMANENT		SOIL BORING
	BASKETBALL POST		SIREN
	BENCH		TELEPHONE BOOTH
	BIRD FEEDER		TILE INLET
	BOLLARD		TILE OUTLET
	BUSH		TILE RISER
	CATCH BASIN RECTANGULAR CASTING		TRANSFORMER-ELECTRIC
	CATCH BASIN CIRCULAR CASTING		TREE-CONIFEROUS
	CURB STOP		TREE-DEAD
	CLEAN OUT		TREE-DECIDUOUS
	CULVERT END		TREE STUMP
	DRINKING FOUNTAIN		TRAFFIC ARM BARRIER
	DOWN SPOUT		TRAFFIC SIGNAL
	FILL PIPE		TRASH CAN
	FIRE HYDRANT		UTILITY MARKER
	FLAG POLE		VALVE
	FLARED END / APRON		VALVE POST INDICATOR
	FUEL PUMP		VALVE VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT		MANHOLE
	LIFT STATION		STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING		STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE		STORM SEWER OVERFLOW STRUCTURE
	CURB BOX		FIRE HYDRANT
	WATER VALVE		WATER REDUCER
	WATER BEND		WATER TEE
	WATER CROSS		WATER SLEEVE
	WATER CAP / PLUG		RIP RAP
	DRAINAGE FLOW		TRAFFIC SIGNS
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		

SURVEY SYMBOLS

	BENCH MARK LOCATION
	CONTROL POINT
	MONUMENT IRON FOUND
	CAST IRON MONUMENT

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

	ASPHALT		GRAVEL
	CONCRETE		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL, 1-800-292-8989

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN C/ASCE 38-02.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FM	FORCEMAIN	R	RADIUS	SY	SQUARE YARD
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		



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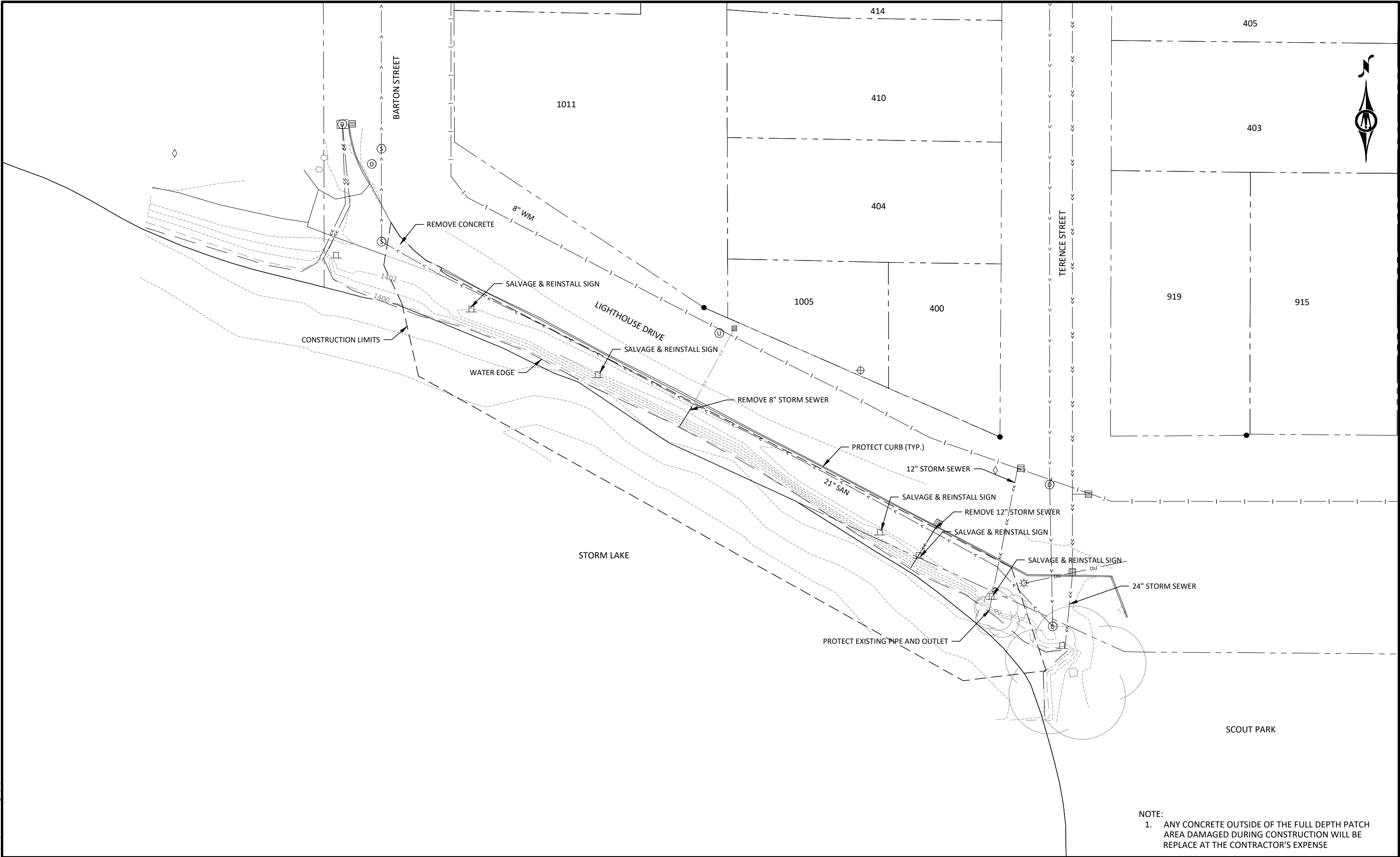
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FEMA BANK RESTORATION

LEGEND

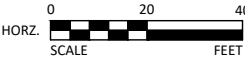
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NOTE:
1. ANY CONCRETE OUTSIDE OF THE FULL DEPTH PATCH AREA DAMAGED DURING CONSTRUCTION WILL BE REPLACE AT THE CONTRACTOR'S EXPENSE

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CITY OF STORM LAKE, IOWA
FEMA BANK RESTORATION
EXISTING CONDITIONS & REMOVALS

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ESTIMATED PROJECT QUANTITIES				
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT
1	2010-108-E-0	EXCAVATION, CLASS 13	CY	390
2	2010-108-X-X	EXPLORATORY EXCAVATION	HR	3
3	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 12", CLASS V	LF	33
4	4020-108-C-0	REMOVAL OF STORM SEWER PIPE	LF	31
5	4030-108-B-0	PIPE APRON, RCP, 12"	EA	2
6	6010-108-E-0	INTAKE ADJUSTMENT, MINOR	EA	1
7	7040-108-A-0	FULL DEPTH PATCHES	SY	22
8	7080-108-B-0	ENGINEERING FABRIC	SY	60
9	8020-108-X-X	SALVAGE AND REINSTALL SIGNS	EA	5
10	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1
11	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (SUDAS TYPE 2)	SY	100
12	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (IOWA CRP NATIVE)	SY	440
13	9010-108-E-0	ESTABLISHMENT & EXTENDED WARRANTY	LS	1
14	9030-108-X-X	LIVE STAKE	EA	560
15	9040-108-A-2	SWPPP MANAGEMENT	LS	1
16	9040-108-J-0	EROSION CONTROL STONE	TON	106
17	9040-108-J-0	RIP RAP, TYPE E	TON	310
18	9040-108-X-1	FLOATING SILT CURTAIN	LF	350
19	9040-108-X-1	FABRIC ENCAPSULATED SOIL LIFT (FESL)	SY	281
20	11020-108-A-1	MOBILIZATION	LS	1
21	12000-108-X-X	CONSTRUCTION ALLOWANCE	LS	1
22	12030108-X-X	SWEEPING	HR	5



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CITY OF STORM LAKE, IOWA
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ESTIMATED QUANTITIES

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ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-108-E-0	<u>EXCAVATION, CLASS 13</u> ANY NON TOP SOIL MATERIAL EXCAVATED SHALL BE REMOVED FROM THE SITE. PAYMENT SHALL BE PLAN QUANTITY. DISPOSAL OF EXCESS MATERIAL SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM.
2	2010-108-X-X	<u>EXPLORATORY EXCAVATION</u> THIS ITEM IS FOR THE INVESTIGATION OF LOCATIONS AND ELEVATIONS OF AN EXISTING UTILITY TO VERIFY THE POTENTIAL FOR CONFLICTS. THE ENGINEER OR THEIR REPRESENTATIVE MUST VERIFY THE CONDITIONS FOUND. NO PAYMENT WILL BE MADE FOR EXPLORATORY EXCAVATION UNLESS SPECIFICALLY DIRECTED AND AGREED TO BY THE ENGINEER. EXPLORATORY EXCAVATION WILL NOT BE PAID FOR EXCAVATION REQUIRED TO LOCATE AND CONNECT TO EXISTING PIPES UNLESS THE ENGINEER AGREES THAT EXCAVATION BEYOND WHAT COULD BE CONSIDERED REASONABLE IS REQUIRED. WHERE EXPLORATORY EXCAVATION IS PERFORMED IN A LOCATION THAT WILL NOT BE DISTURBED LATER, BACKFILL SHALL BE PLACED AND COMPACTED TO THE DENSITY SPECIFIED ELSEWHERE IN THE CONTRACT DOCUMENTS FOR THE TYPE OF UTILITY LOCATED. CONTRACTOR HAS THE OPTION TO USE OPEN EXCAVATION OR VACUUM TYPE EQUIPMENT TO PERFORM THE EXCAVATION DEPENDING UPON SITE CONDITIONS.
3	4020-108-A-1	<u>STORM SEWER, TRENCHED, RCP, 12", CLASS V</u> CONNECTION TO EXISTING PIPE WILL BE INCIDENTAL TO THIS ITEM. JOINTS SHALL MEET THE REQUIREMENTS OF ASTM C-361 & C-443 AND BE RUBBER O-RING. PIPE BEDDING SHALL CONFORM WITH SUDAS STANDARD PLATE SW-102, CLASS R-2. BEDDING MATERIAL SHALL BE CLASS I OR CLASS II OR AS SPECIFICALLY IDENTIFIED WITHIN THE CONTRACT DOCUMENTS. TRENCH COMPACTION TESTING SHALL BE PERFORMED BY THE OWNER.
4	4020-108-C-0	<u>REMOVAL OF STORM SEWER PIPE</u> ALL STORM SEWER MARKED FOR REMOVAL IS ASSUMED TO BE 8" OR 12" PIPE. PIPE SIZE MAY VARY ONCE UNCOVERED. ALL STORM SEWER REMOVED WILL BE PAID THE SAME UNIT PRICE FOR THIS ITEM. DISPOSAL OF EXISTING STORM SEWER REMOVED SHALL BE INCIDENTAL TO THIS ITEM.
5	4030-108-B-0	<u>PIPE APRON, RCP, 12"</u> ITEM SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR INSTALLATION AS SPECIFIED INCLUDING APRON, FOOTING AND GUARD.
6	6010-108-E-0	<u>INTAKE ADJUSTMENT, MINOR</u> INTAKE CASTING SHALL BE SW-603 TYPE R IF REPLACEMENT NEEDED.
7	7040-108-A-0	<u>FULL DEPTH PATCHES</u> THIS FULL DEPTH PATCH AREA SHALL BE USED AS THE CONSTRUCTION ENTRANCE AND REPLACED AT THE END OF THE PROJECT. GROUND GRANULATED BLAST FURNACE SLAG SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. CONCRETE SHALL BE IDOT CLASS M-4.
8	7080-108-B-0	<u>ENGINEERING FABRIC</u> ALL ENGINEERING FABRIC SHALL COMPLY WITH IOWA 4196.01-3 FOR EMBANKMENT EROSION CONTROL. REMOVE ALL BANK VEGETATION PRIOR TO SLOPE GRADING AND PLACEMENT OF GEOTEXTILE FABRIC AND RIP RAP.
9	8020-108-X-X	<u>SALVAGE AND REINSTALL SIGNS</u> THIS ITEM INCLUDES ALL LABOR, MATERIAL, AND EQUIPMENT TO REINSTALL TRAFFIC SIGNS IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). STEEL POSTS, BASE PLATE, AND ALL HARDWARE NECESSARY FOR INSTALLATION ARE CONSIDERED INCIDENTAL TO THIS ITEM. POSTS SHALL BE 2"x2" TELESAR 12 GAUGE OR APPROVED EQUAL. ITEM SHALL BE PAID PER SIGN ASSEMBLY. SALVAGE OF EXISTING SIGN SHALL BE INCIDENTAL TO THIS ITEM.
10	8030-108-A-0	<u>TEMPORARY TRAFFIC CONTROL</u> ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND COMPLY SUDAS FIGURE 8030.104 FOR ONE LANE ROAD CLOSURE.
11	9010-108-A-0	<u>CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (SUDAS TYPE 2)</u> SEED, FERTILIZE, AND MULCH ALL AREAS AS WHERE INDICATED ON SHEET L1.01. SEEDING MIX SHALL BE TYPE 2. SEE SHEET L1.01 FOR SEEDING AREAS. THIS ITEM INCLUDES REMOVAL OF ROCK AND OTHER DEBRIS, REPAIRING RILLS AND WASHES, SEEDBED PREPARATION, FURNISHING AND PLACEMENT OF SEED, FURNISHING, PLACEMENT, AND INCORPORATING FERTILIZER AND MULCH, FURNISHING WATER AND OTHER CARE, AND ANY RESEEDING NECESSARY UNTIL FINAL ACCEPTANCE. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

12	9010-108-A-0	<u>CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (IOWA CRP NATIVE)</u> SEED, FERTILIZE, AND MULCH ALL AREAS AS WHERE INDICATED ON SHEET L1.01. SEEDING MIX SHALL FOLLOW NOTES ON L1.02 . SEE SHEET L1.01 FOR SEEDING AREAS. THIS ITEM INCLUDES REMOVAL OF ROCK AND OTHER DEBRIS, REPAIRING RILLS AND WASHES, SEEDBED PREPARATION, FURNISHING AND PLACEMENT OF SEED, FURNISHING, PLACEMENT, AND INCORPORATING FERTILIZER AND MULCH, FURNISHING WATER AND OTHER CARE, AND ANY RESEEDING NECESSARY UNTIL FINAL ACCEPTANCE. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
13	9010-108-E-0	<u>ESTABLISHMENT & EXTENDED WARRANTY</u> CONTRACTOR SHALL SUPPLY A MAINTENANCE AND WARRANTY BOND FOR ALL LANDSCAPE AREA TO INCLUDE ONE (1) YEAR ESTABLISHMENT PERIOD AND TWO (2) YEARS OF EXTENDED WARRANTY UPON INTIAL ACCEPTANCE OF ALL SITE WORK AND LANDSCAPING. INTAIL ACCEPTANCE SHALL BE DEFINED ON SHEET L1.02.
14	9030-108-X-X	<u>LIVE STAKE</u> SHALL COMPLY WITH NOTES ON L1.02.
15	9040-108-A-2	<u>SWPPP MANAGEMENT</u> CONTRACTOR SHALL BE RESPONSIBLE FOR THE SWPPP MANAGEMENT.
16	9040-108-J-0	<u>EROSION CONTROL STONE</u> STONE SHALL COMPLY WITH IOWA DOT 4130.03-4130.05.
17	9040-108-J-0	<u>RIP RAP, TYPE E</u> SEE SHEET C1.03 FOR RIP RAP PLACEMENT DETAILS. REMOVE ALL BANK VEGETATION PRIOR TO SLOPE GRADING AND PLACEMENT OF GEOTEXTILE FABRIC AND RIP RAP. STORM SEWER OUTLET LOCATIONS ARE APPROXIMATE, VERIFY ALL LOCATIONS IN THE FIELD. RIP RAP SHALL COMPLY WITH IOWA DOT 4130.01 AND 4130.02, NO RECYLCED CONCRETE SHALL BE USED ON THIS PROJECT.
18	9040-108-X-1	<u>FLOATING SILT CURTAIN</u> PAYMENT SHALL BE PLAN QUANTITY. IF CONTRACTOR DETERMINES THAT ADDITIONAL QUANTITY IS REQUIRED TO PROPERLY PROTECT THE SITE, THEY MUST NOTIFY THE ENGINEER AND HAVE APPROVAL PRIOR TO THE INSTALLATION. ANY QUANTITY ABOVE PLAN QUANTITY INSTALLED PRIOR TO ENGINEER APPROVAL MAY NOT BE PAID. MAINTANCE AND CLEAN OUT OF THE CURTAIN IS INCIDENTAL TO THIS ITEM. SEE IOWA DOT EC-202 FOR ANCHORING DETAILS.
19	9040-108-X-1	<u>FABRIC ENCAPSULATED SOIL LIFT (FESL)</u> INSTALLATION SHALL FOLLOW DETAILS ON SHEET C1.03 AND PLAN SHEET C6.01. ADDITIONAL SPECIFICATIONS ON INSTALLATION AND MATERIALS PER IOWA DNR RIVER RESTORATION TOOLBOX SHALL APPLY. MEASUREMENT AND PAYMENT SHALL BE PER SQUARE YARD OF EXPOSED VERTICAL AND HORIZONTAL FABRIC AREA. FABRIC SHALL COMPLY WITH SUDAS RECP TYPE 3.B FOR TEMPORARY ROLLED EROSION CONTROL PRODUCTS. STAKING SHALL FOLLOW DETAIL ON SHEET C1.03. BIO-D BLOCKS (OR APPROVED EQUAL) MAY BE USED AS AN ALTERNATIVE TO TYPICAL FESL'S. STONE TOE PROTECTION DETAIL MUST STILL BE INCLUDED IF BIO-D BLOCKS ARE USED.
20	11020-108-A-1	<u>MOBILIZATION</u> THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE WORK. NO CHANGE IN THE CONTRACT PRICE WILL BE MADE FOR ANY CHANGE IN STAGING OR COMBINATION THEREOF.
21	12000-108-X-X	<u>CONSTRUCTION ALLOWANCE</u> THIS ITEM SHALL BE USED AT THE ENGINEER AND OWNER'S DISCRETION TO PAY FOR MINOR WORK CHANGE DIRECTIVES. NO PAYMENT SHALL BE MADE FOR EXTRA WORK UNLESS IT IS APPROVED IN WRITING BY THE ENGINEER PRIOR TO THE WORK BEING UNDERTAKEN BY THE CONTRACTOR. ANY PORTION OF THE LUMP SUM CONSTRUCTION ALLOWANCE THAT IS NOT USED WILL BE REFUNDED TO THE OWNER. CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR APPROVAL OF A WORK CHANGE PRIOR TO BEGINNING THE WORK.
22	12030108-X-X	<u>SWEEPING</u> THIS ITEM WILL BE FOR A MECHANICAL BROOM TO CLEAN THE SITE AS DIRECTED BY THE ENGINEER. MECHANICAL BROOM SHALL HAVE THE ABILITY TO COLLECT THE DEBRIS.



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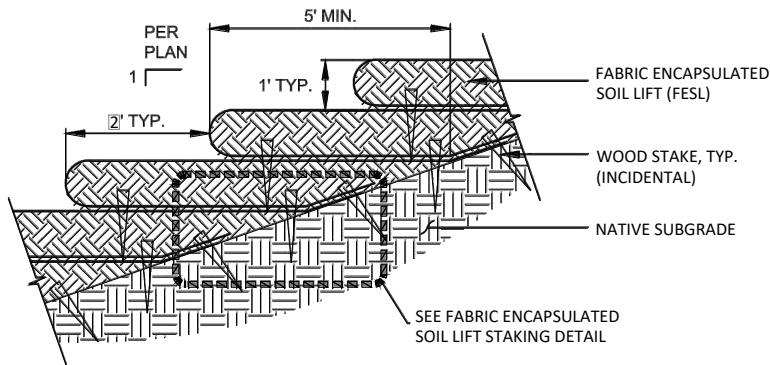
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FEMA BANK RESTORATION

ESTIMATE REFERENCE NOTES

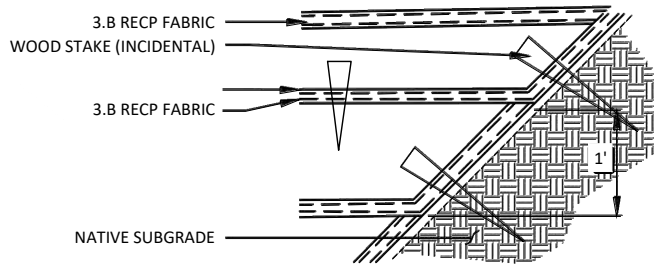
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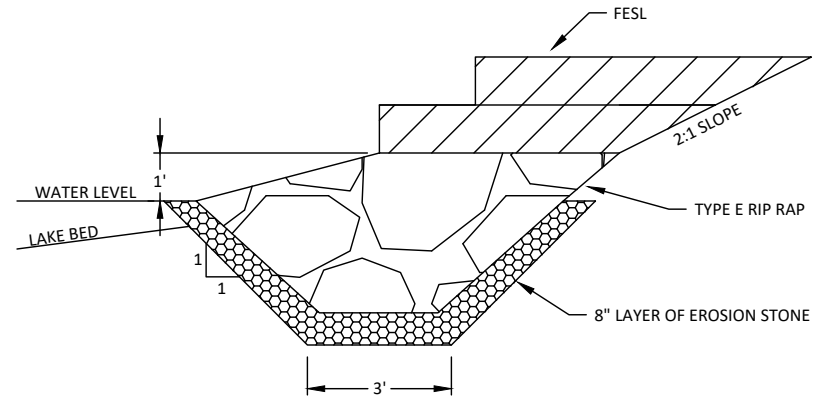


FABRIC ENCAPSULATED SOIL LIFT (FESL)
NOT TO SCALE

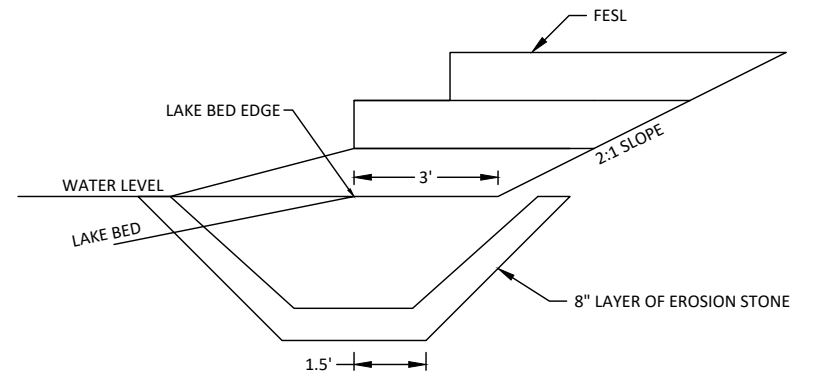
- ALTERNATIVES PREMANUFACTURED PRODUCTS FOR FESL
1. BioD-BLOCK SYSTEM BY ROLANKA INTERNATIONAL - 770-506-8211
 2. OR APPROVED EQUAL



FESL WOOD STAKING
NOT TO SCALE

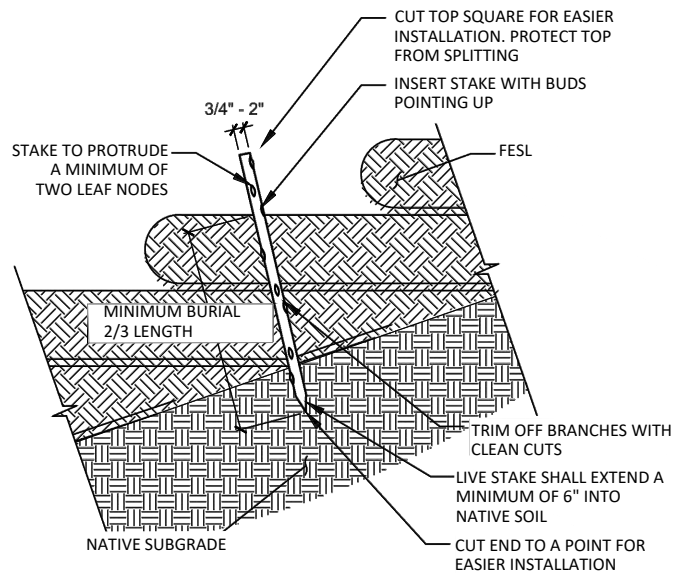


STONE TOE PROTECTION
NOT TO SCALE



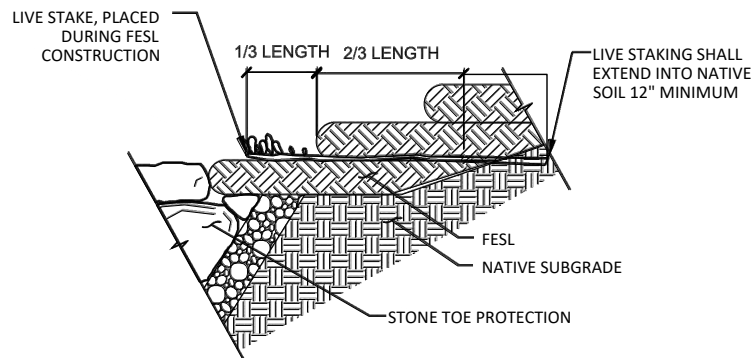
STONE TOE INTERNAL DIMENSIONS
NOT TO SCALE

- NOTE:
1. THE MIDPOINT OF THE STONE TOE SHALL BE PLACED AT THE LAKE EDGE

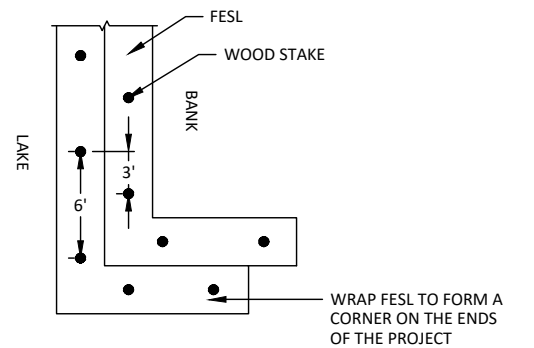


VERTICAL LIVE STAKING PLANTING
NOT TO SCALE

NOTE: INSTALL LIVE STAKES DURING DORMANT SEASON (SEPTEMBER - FEBRUARY). CUTTINGS TAKEN AND INSTALLED THE SAME DAY.



HORIZONTAL LIVE STAKING PLANTING
NOT TO SCALE



WOOD STAKING AND FESL EDGE (PLAN)
NOT TO SCALE

- NOTE:
1. WOOD STAKES SHALL BE SPACED 6' APART
 2. STAGGER WOOD STAKES 3' BETWEEN SOIL LIFTS



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DETAILS

SHEET

C1.03



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POLLUTION PREVENTION PLAN

This project is regulated by the requirements of the Iowa Department of Natural Resources (DNR) National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 OR an Iowa Department of Natural Resources (DNR) National Pollutant Discharge Elimination System (NPDES) individual storm water permit. The Contractor shall carry out the terms and conditions of this permit and the Pollution Prevention Plan (PPP).

This Base PPP includes information on Roles and Responsibilities, Project Site Description, Controls, Maintenance Procedures, Inspection Requirements, Non-Storm Water Controls, Potential Sources of Off Right-of-Way Pollution, and Definitions. This plan references other documents rather than repeating the information contained in the documents. A copy of this Base Pollution Prevention Plan, amended as needed per plan revisions or by contract modification, will be readily available for review.

All contractors shall conduct their operations in a manner that controls pollutants, minimizes erosion, and prevents sediments from entering waters of the state and leaving the highway right-of-way. The prime contractor shall be responsible for compliance and implementation of the PPP for their entire contract. This responsibility shall be further shared with subcontractors whose work is a source of potential pollution as defined in this PPP.

I. ROLES AND RESPONSIBILITIES

A. Designer:

1. Prepares Base PPP included in the project plan.
2. Prepares Notice of Intent (NOI) submitted to Iowa DNR.
3. Is signature authority on the Base PPP.

B. Contractor:

1. Signs a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP. All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.
2. Designates a Water Pollution Control Manager (WPCM), who has the duties and responsibilities as defined in the Standard Specifications.
3. Submits an Erosion Control Implementation Plan (ECIP) and ECIP updates according to the Standard Specifications.
4. Installs and maintains appropriate controls. This work may be subcontracted.
5. Supervises and implements good housekeeping practices.
6. Conducts joint required inspections of the site with inspection staff. When Contractor is not mobilized on site, Contractor may delegate this responsibility to a trained or certified subcontractor. Contracting Authority also may waive joint inspection requirement during winter shutdown. In both circumstances, WPCM (or trained or certified delegate from the Contractor) is still responsible to review and sign inspection reports.
7. Complies with training and certification requirements of the Standard Specifications.

C. Subcontractors:

1. Sign a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP if responsible for sediment or erosion controls or involved in land disturbing activities. All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.
2. Implement good housekeeping practices.

D. RCE/Project Engineer:

1. Is Project Storm Water Manager.
2. Takes actions necessary to ensure compliance with storm water requirements including, where appropriate, issuing stop work orders, and directing additional inspections at construction project sites that are experiencing problems with achieving permit compliance.
3. Orders the taking of measures to cease, correct, prevent, or minimize the consequences of non-compliance with the storm water requirements of the Applicable Permit.
4. Supervises all work necessary to meet storm water requirements at the Project, including work performed by contractors and subcontractors.
5. Requires employees, contractors, and subcontractors to take appropriate responsive action to comply with storm water requirements, including requiring any such person to cease or correct a violation of storm water requirements, and to order or recommend such other actions as necessary to meet storm water requirements.
6. Is familiar with the Project PPP and storm water site map.
7. Is the point of contact for the Project for regulatory officials, Inspector, contractors, and subcontractors regarding storm water requirements.
8. Is signature authority on Notice of Discontinuation.

E. Inspector:

1. Updates PPP whenever there is a change in design, construction, operation, or maintenance which has a significant effect on the discharge of pollutants from the project.
2. Maintains an up-to-date record that identifies contractors and subcontractors as co-permittees.
3. Makes these plans available to the DNR upon their request.
4. Conducts joint required inspections of the site with the contractor/subcontractor.
5. Completes an inspection report after each inspection.
6. Is signature authority on storm water inspection reports.

II. PROJECT SITE DESCRIPTION

A. This Pollution Prevention Plan (PPP) is for the construction of a street and utilities.

B. This PPP covers approximately .2 acres with an estimated .2 acres being disturbed. The portion of the PPP covered by this contract has .2 acres disturbed.

C. The PPP is located in an area of Galva - Primghar soil association. The estimated weighted average runoff coefficient number for this PPP after completion will be 0.35.

D. Storm Water Site Map - Multiple sources of information comprise the base storm water site map including:

1. Drainage Patterns – Plan and Profile sheets and Situation plans.
2. Proposed Slopes – Cross Sections.
3. Areas of Soil Disturbance – Construction limits shown on sheet C2.02.
4. Location of Structural Controls – Tabulations on sheet C2.02.
5. Locations of Non-structural Controls – Tabulations on sheet C2.02.
6. Locations of Stabilization Practices – Generally within construction limits shown on Plan and Profile sheets.
7. Surface Waters (including wetlands) – Project Location Map and Plan and Profile sheets.
8. Locations where Storm Water is Discharged – Plan and Profile sheets.

E. The base storm water site map is amended by contract modifications and progress payments (fieldbook entries) of completed erosion control work. Also, due to project phasing, erosion and sediment controls shown on project plans may not be installed until needed, based on site conditions. For example, silt fence ditch checks will typically not be installed until the ditch has been installed. Installed locations may also be modified from tabulation locations by field staff. Installed locations will be documented by fieldbook entries.

F. Runoff from this work will flow into Storm Lake.

III. CONTROLS

A. The Contractor's ECIP specified in the Standard Specifications for accomplishment of storm water controls should clearly describe the intended sequence of major activities, and for each activity define the control measure and the timing during the construction process that the measure will be implemented.

B. Preserve vegetation in areas not needed for construction.

C. The Standard Specifications define requirements to implement erosion and sediment control measures. Actual quantities used and installed locations may vary from the Base PPP and amendment of the plan will be documented via fieldbook entries or by contract modification. Additional erosion and sediment control items may be required as determined by the inspector and/or contractor during storm water monitoring inspections. If the work involved is not applicable to any contract items, the work will be paid for according to the Standard Specifications.

1. EROSION AND SEDIMENT CONTROLS

a. Stabilization Practices

1. Site plans will ensure that existing vegetation or natural buffers are preserved where attainable and disturbed portions of the site will be stabilized.
2. Initialize stabilization of disturbed areas immediately after clearing, grading, excavating, or other earth disturbing activities have:
 - a. Permanently ceased on any portion of the site, or
 - b. Temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days.
3. Staged permanent and/or temporary stabilizing seeding and mulching shall be completed as the disturbed areas are completed. Incomplete areas shall be stabilized according to paragraph III, C, 1, a, 2, b above.
4. Permanent and Temporary Stabilization practices to be used for this project are located in the Estimated Project Quantities and Estimate Reference Information. Typical drawings detailing construction of the practices to be used on this project are referenced in the construction drawings.
5. Preservation of existing vegetation within right-of-way or easements will act as vegetative buffer strips.
6. Preservation of topsoil: Bid items to be used for this project are located in the Estimated Project Quantities and Estimate Reference Information

b. Structural Practices

1. Structural practices will be implemented to divert flows from exposed soils and detain or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Additionally, structural practices may include: silt basins that provide 3600 cubic feet of storage per acre drained or equivalent sediment controls, outlet structures that withdraw water from surface when discharging basins, and controls to direct storm water to vegetated areas.

2. Structural practices to be used for this project are located in the Estimated Project Quantities and Estimate Reference Information as well as all other item specific Tabulations.

c. Storm Water Management

1. Measures shall be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. This may include velocity dissipation devices at discharge locations and along length of outfall channel as necessary to provide a non-erosion velocity flow from structure to water course. If included with this project, these items are located in the Estimated Project Quantities and Estimate Reference Information as well as all other item specific Tabulations. The installation of these devices may be subject to Section 404 of the Clean Water Act.

2. OTHER CONTROLS

a. Contractor disposal of unused construction materials and construction material wastes shall comply with applicable state and local waste disposal, sanitary sewer, or septic system regulations. In the event of a conflict with other governmental laws, rules and regulations, the more restrictive applicable laws, rules or regulations shall apply.

1. Vehicle Entrances and Exits - Construct and maintain entrances and exits to prevent tracking of sediments onto roadways.
2. Material Delivery, Storage and Use - Implement practices to prevent discharge of construction materials during delivery, storage, and use.
3. Stockpile Management - Install controls to reduce or eliminate pollution of storm water from stockpiles of soil and paving.
4. Waste Disposal - Do not discharge any materials, including building materials, into waters of the state, except as authorized by a Section 404 permit.
5. Spill Prevention and Control - Implement chemical spill and leak prevention and response procedures to contain and clean-up spills and prevent material discharges to the storm drain system and waters of the state.
6. Concrete Residuals and Washout Wastes - Waste shall not be discharged to a surface water and is not allowed to adversely affect a water of the state. Concrete washout to be performed away from the project site. Provide directions to truck drivers where designated washout facilities are located.
7. Concrete Grooving/Grinding Slurry - Do not discharge slurry to a waterbody or storm drain. Slurry may be applied on foreslopes or removed from the project.
8. Vehicle and Equipment Storage and Maintenance Areas - Perform on site fueling and maintenance in accordance with all environment laws such as proper storage of onsite fuels and proper disposal of used engine oil or other fluids on site. Employ washing practices that prevent contamination of surface and ground water from wash water. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.
9. Litter Management - Ensure employees properly dispose of litter. Minimize exposure of trash if exposure to precipitation or storm water would result in a discharge of pollutants.
10. Dewatering - Properly treat water to remove suspended sediment before it re-enters a waterbody or discharges off-site. Measures are also to be taken to prevent scour erosion at dewatering discharge point.

3. APPROVED STATE OR LOCAL PLANS

During the course of this construction, it is possible that situations will arise where unknown materials will be encountered. When such situations are encountered, they will be handled according to all federal, state, and local regulations in effect at the time.

IV. MAINTENANCE PROCEDURES

The Contractor is required to maintain all temporary erosion and sediment control measures in proper working order, including cleaning, repairing, or replacing them throughout the contract period. This shall begin when the features have lost 50% of their capacity.

V. INSPECTION REQUIREMENTS

A. Inspections shall be made jointly by the Contractor and the Contracting Authority at least once every seven calendar days. Storm water monitoring inspections will include:

1. Date of inspection.
2. Summary of the scope of the inspection.
3. Name and qualifications of the personnel making the inspection.
4. Review of erosion and sediment control measures within disturbed areas for the effectiveness in preventing impacts to receiving waters.
5. Major observations related to the implementation of the PPP.
6. Identification of corrective actions required to maintain or modify erosion and sediment control measures.

B. Include storm water monitoring inspection reports in the Amended PPP. Incorporate any additional erosion and sediment control measures determined as a result of the inspection. Immediately begin corrective actions on all deficiencies found within 3 calendar days of the inspection and complete within 7 calendar days following the inspection. If it is determined that making the corrections less than 72 hours after the inspection is impracticable, it should be documented why it is impracticable and indicate an estimated date by which the corrections will be made.

VI. NON-STORM WATER DISCHARGES

This includes subsurface drains (i.e. longitudinal and standard subdrains) and slope drains. The velocity of the discharge from these features may be controlled by the use of headwalls or blocks, Class A stone, erosion stone or other appropriate materials. This also includes uncontaminated groundwater from dewatering operations, which will be controlled as discussed in Section III of the PPP.

VII. POTENTIAL SOURCES OF OFF RIGHT-OF-WAY (ROW) POLLUTION

Silts, sediment, and other forms of pollution may be transported onto highway right-of-way (ROW) as a result of a storm event. Potential sources of pollution located outside highway ROW are beyond the control of this PPP. Pollution within highway ROW will be conveyed and controlled per this PPP.

VIII. DEFINITIONS

A. Base PPP - Initial Pollution Prevention Plan.

B. Amended PPP - May include Plan Revisions or Contract Modifications for new items, storm water monitoring inspection reports, and fieldbook entries made by the inspector.

C. IDR - Inspector's Daily Report - this contains the inspector's daily diary and bid item postings.

D. Controls - Methods, practices, or measures to minimize or prevent erosion, control sedimentation, control storm water, or minimize contaminants from other types of waste or materials. Also called Best Management Practices (BMPs).

E. Signature Authority - Representative authorized to sign various storm water documents.

CERTIFICATION STATEMENT

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature
Josh Pope, P.E.
Infrastructure Engineer

Signature
Scott Olesen
Water Quality and Code Compliance Director



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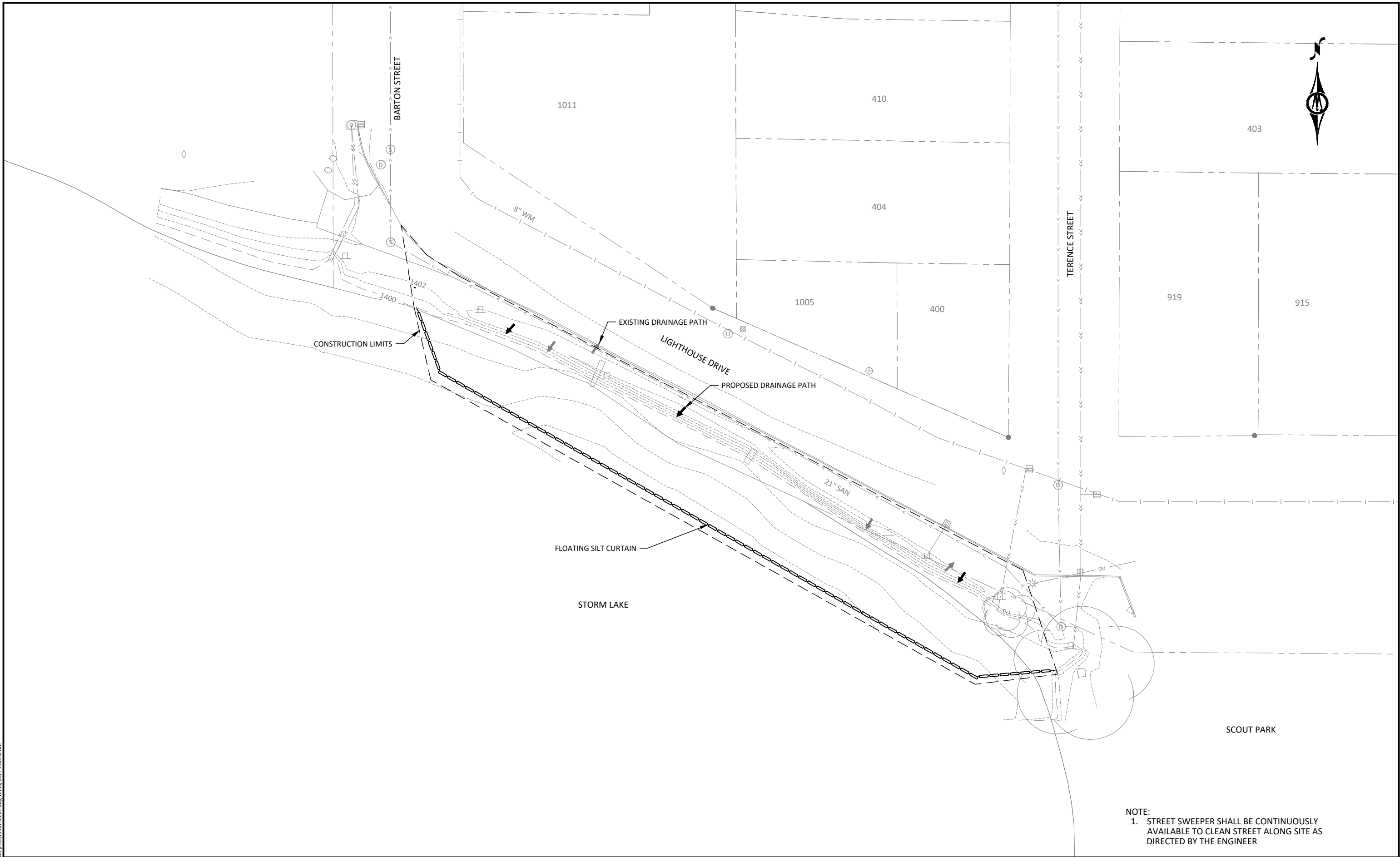
FEMA BANK RESTORATION

SWPPP NARRATIVE

SHEET

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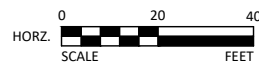
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CITY OF STORM LAKE, IOWA
FEMA BANK RESTORATION
EROSION CONTROL PLAN

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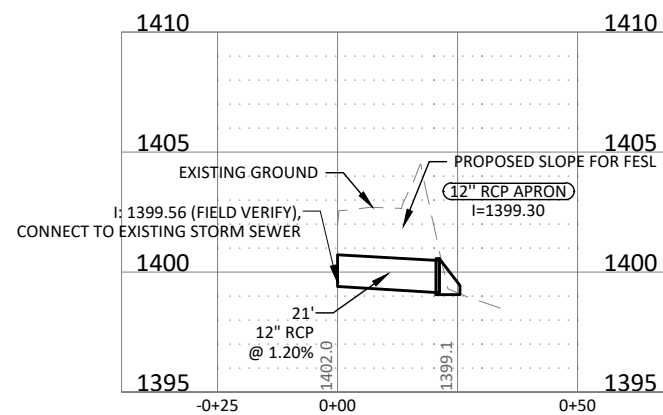
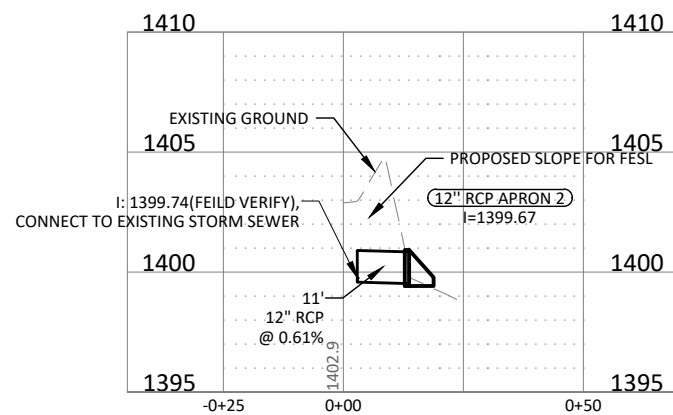
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FEMA BANK RESTORATION

SITE PLAN

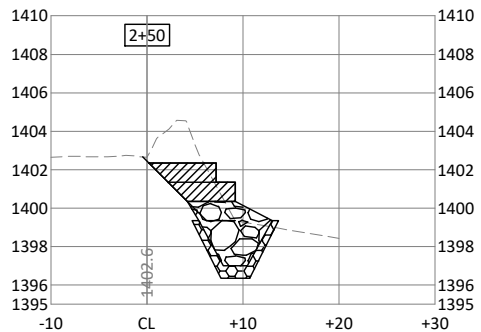
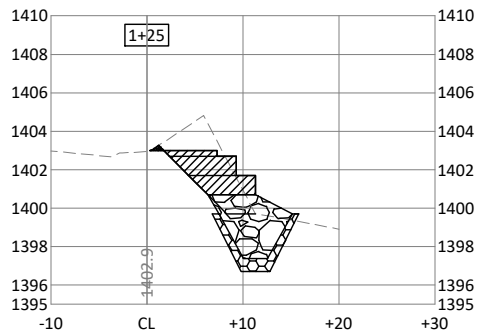
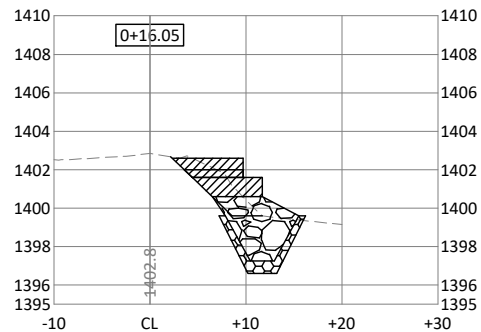
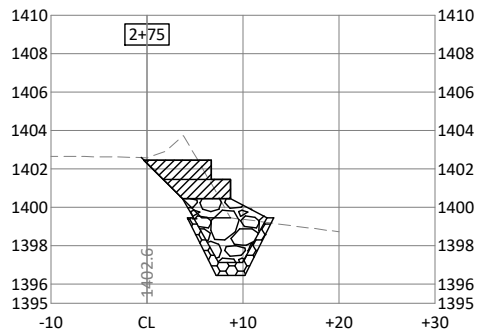
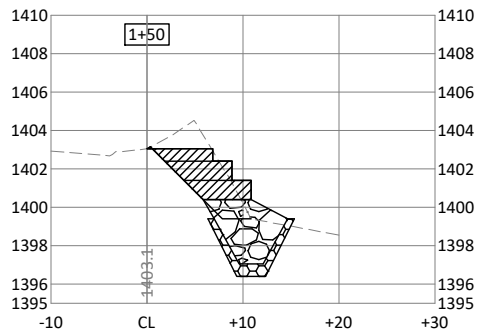
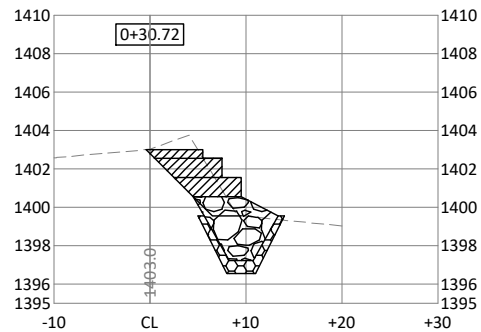
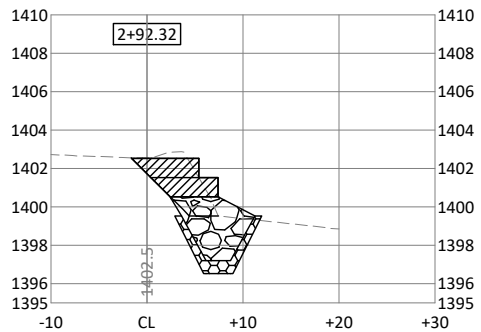
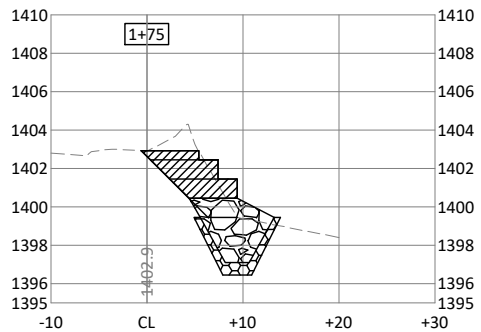
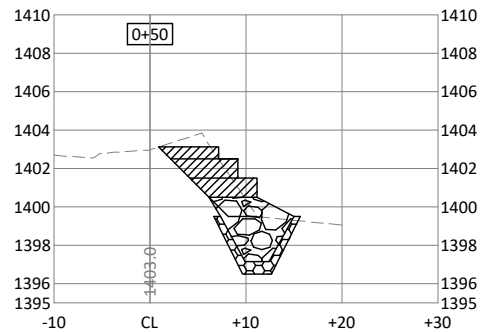
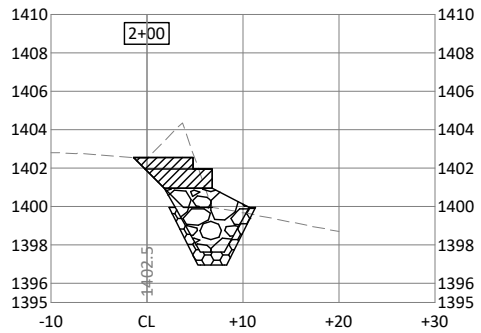
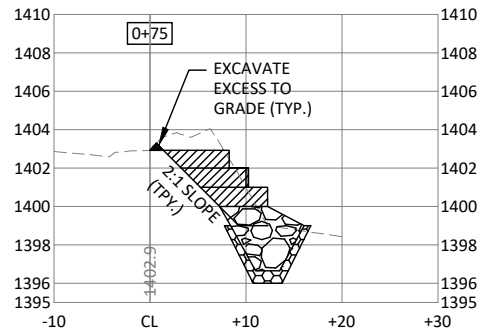
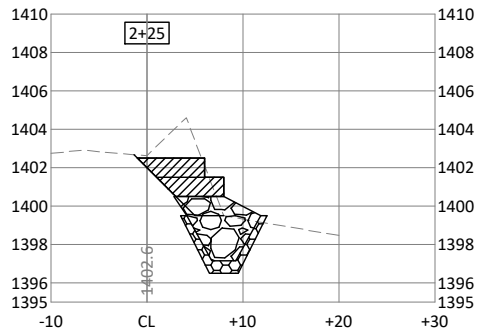
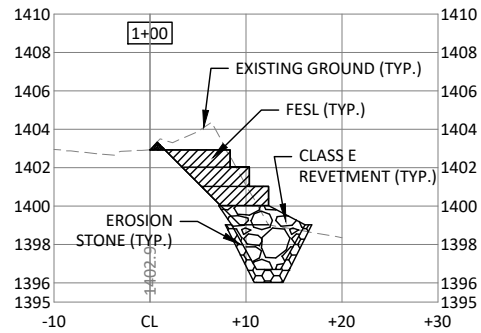
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NOTE:

1. FESL HATCH SHOWS AREA FOR FESL, SEE SHEET C9.01 FOR CROSS SECTIONS AND ELEVATIONS



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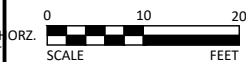
CITY OF STORM LAKE, IOWA
FEMA BANK RESTORATION

CROSS SECTIONS

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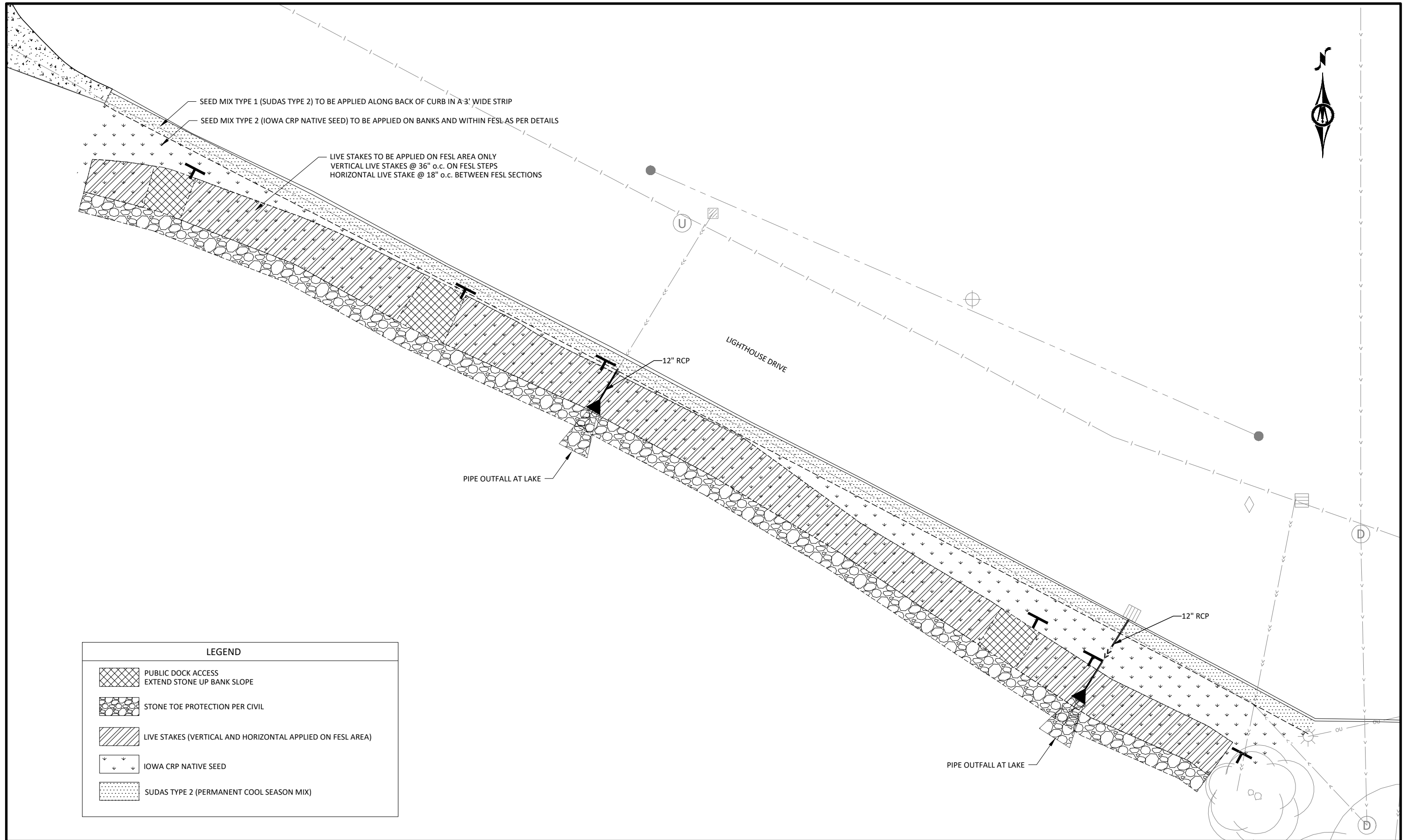


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CITY OF STORM LAKE, IOWA
FEMA BANK RESTORATION
LANDSCAPING PLAN

SHEET
L1.01



GENERAL LANDSCAPE NOTES:

- 1. MASTER PLANT SCHEDULE: ALL PLANT MATERIALS ARE LISTED IN THE MASTER PLANT SCHEDULE. IF THERE IS A CONFLICT BETWEEN THE QUANTITIES SHOWN ON THE DRAWING AND THE QUANTITIES SHOWN IN THE PLANT SCHEDULE, THE PLAN QUANTITIES SHALL PREVAIL.
- 2. ALL DISTURBED AREAS SHALL BE SEEDED WITH SUDAS TYPE 2 (PERMANENT COOL SEASON MIX), UNLESS OTHERWISE NOTED.
- 3. CONTRACTOR TO PRESERVE AND PROTECT EXISTING TREES, UNLESS OTHERWISE NOTED. PLANT MATERIAL THAT IS DAMAGED SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.
- 4. ALL BANK SLOPES SHALL RECEIVE WOVEN COIR FABRIC AS PER DETAILS
- 5. REFER TO IOWA DNR RIVER RESTORATION TOOLBOX FOR ADDITIONAL INFORMATION ON FABRIC ENCAPSULATED SOIL LIFTS AND LIVE STAKE INSTALLATION

INITIAL ACCEPTANCE - PLANT MATERIAL (ALL OF THE FOLLOWING ITEMS HAVE TO BE COMPLETED)

- 1. GUARANTEE IN WRITING THAT ALL WORK HAS BEEN COMPLETED AS SPECIFIED AS WELL AS THE DATE THAT ALL ACTIVITIES WERE COMPLETED.
- 2. A MINIMUM OF 60 ACTIVE GROWING DAYS OF MAINTENANCE FROM THE DATE THAT ALL ACTIVITIES WERE COMPLETED SHALL BE PROVIDED PRIOR TO INITIAL ACCEPTANCE. ACTIVE GROWING SEASON SHALL BE APRIL 26 THROUGH OCTOBER 5.
- 3. ALL LANDSCAPE AREAS SHALL BE IN A LIVE, HEALTHY, GROWING, AND WELL ESTABLISHED CONDITION WITHOUT ERODED AREAS, BARE SPOTS, WEEDS, UNDESIRABLE GRASSES, DISEASE, OR INSECTS.
- 4. PERFORM MAINTENANCE AS NECESSARY TO PREVENT ANY WEED SEED FROM SETTING; ERADICATE ALL VOLUNTEER WOODY AND ALL INVASIVE SPECIES AS WELL AS UNINTENDED PLANT SPECIES.
 - a. MAINTENANCE MOWING THROUGH THE FIRST GROWING SEASON WILL PREVENT QUICK-GROWING WEEDS FROM EXCESSIVELY SHADING THE NEW NATIVE SEEDLINGS. HAND-HELD STRING TRIMMERS ARE IDEAL TOOLS FOR SMALL AREAS OR SITES THAT ARE TOO STEEP TO MOW, CAREFUL NOT TO DAMAGE THE LIVE STAKES
 - b. MOW EACH TIME WEED GROWTH REACHES 8-10 INCHES. CUT EVERYTHING TO A HEIGHT OF 4-5 INCHES. DON'T WORRY ABOUT TRIMMING THE TOPS OF NATIVE SEEDLINGS OR CRUSHING THEM UNDERFOOT. MOW FREQUENTLY TO KEEP CUTTING DEBRIS REDUCED SO THAT IT DOESN'T SMOTHER DESIRABLE SEEDLINGS.CAREFUL NOT TO DAMAGE THE LIVE STAKES
- 5. PROJECT MAY BE ACCEPTED AFTER ALL SPECIFIED WORK, EXCLUDING THE EXTENDED WARRANTY, IS SATISFACTORILY COMPLETE, AND A SUPPLEMENTAL CONTACT FOR THE EXTENDED LANDSCAPE/SEEDING WARRANTY IS EXECUTED ACCORDING TO THE CODE OF IOWA SECTION 573.27

ESTABLISHMENT AND EXTENDED WARRANTY PERIOD

- CONTRACTOR SHALL FOLLOW SUDAS SECTION 9030.3.12 ESTABLISHMENT AND WARRANTY PERIODS AND ACCEPTANCE WITH THE FOLLOWING MODIFICATIONS
- 1. CONTRACTOR SHALL FURNISH A LANDSCAPE AND SEEDING MAINTENANCE BOND PRIOR TO RECEIVING FINAL PAYMENT AND IN AN AMOUNT EQUAL TO 100% OF THE COST OF THE LANDSCAPE/SEEDING MAINTENANCE WORK. THE SECURITY GUARANTEES THAT ALL VEGETATIVE ESTABLISHMENT, MAINTENANCE, AND RESTORATION WORK WILL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, INCLUDING THE EXTENDED WARRANTY / MAINTENANCE. THIS BOND SHALL REMAIN IN EFFECT FOR THREE (3) YEARS AFTER THE DATE OF FINAL PAYMENT OF THE PROJECT OR SUCH LONGER PERIOD OF TIME AS MAY BE PRESCRIBED BY LAW OR BY THE TERMS OF ANY APPLICABLE SPECIAL GUARANTEE REQUIRED BY THE CONTACT DOCUMENTS OF BY ANY SPECIFIC PROVISION OF THE CONTRACT DOCUMENTS, WHICHEVER IS LATER.
 - 2. ESTABLISHMENT PERIOD SHALL EXTEND ONE (1) YEAR AFTER THE INITIAL ACCEPTANCE BY THE ENGINEER AND 60 GROWING DAYS ARE PROVIDED TO SHOW SUCCESSFUL PLANT GROWTH.
 - 3. WARRANTY PERIOD SHALL EXTEND TWO (2) YEARS AFTER ESTABLISHMENT PERIOD IS HAS EXPIRED.
 - 4. REPLACEMENTS SHALL OCCUR AT THREE (3) TIMES DURING THE ESTABLISHMENT AND WARRANTY PERIOD AT NO ADDITIONAL COST TO THE OWNER:
 - 4.1. AT THE ONE (1) YEAR ESTABLISHMENT PERIOD
 - 4.2. AT THE END OF THE FIRST YEAR OF WARRANTY
 - 4.3. AT THE END OF THE SECOND YEAR OF WARRANTY
 - 5. FULFILLMENT OF THE REQUIREMENTS OF THE WARRANTY PERIOD SHALL FOLLOW SUDAS AND AS IDENTIFIED BELOW.

YEAR 1 - ESTABLISHMENT PERIOD
RESEEDING AND WATERING

- 1. RESEED AS NEEDED BARE SPOTS
- 2. WATER ENOUGH TO KEEP THE SOIL AND MULCH MOIST TO A DEPTH OF 1 INCH AND ENSURE CONTINUED GROWTH OF THE SEED.

LIVE STAKES AND POTTED PLANTS

- 1. CONTRACTOR SHALL MAINTAIN 75% REPLACEMENT WARRANTY FOR LIVE STAKES. THE CONTRACTOR SHALL PERFORM MAINTENANCE THE FIRST YEAR AS FOLLOWS:
 - 1.1. REPLACE ALL DISEASED AND DEAD VEGETATION AT END OF PERIOD
 - 1.2. KEEP VEGETATION CLEARED OF DEBRIS AFTER ALL STORM EVENTS
 - 1.3. PRUNE ALL DEAD WOOD AND VEGETATION AS NEEDED
 - 1.4. SUPPLY WATER AS NECESSARY FOR LIVE STAKE ESTABLISHMENT

MOWING

- 1. MAINTENANCE MOWING THROUGH THE FIRST GROWING SEASON WILL PREVENT QUICK-GROWING WEEDS FROM EXCESSIVELY SHADING THE NEW NATIVE SEEDLINGS. HAND-HELD STRING TRIMMERS ARE IDEAL TOOLS FOR SMALL AREAS OR SITES THAT ARE TOO STEEP TO MOW AND TRIM AROUND LIVE STAKES.
- 2. MOW EACH TIME WEED GROWTH REACHES 8-10 INCHES. CUT EVERYTHING TO A HEIGHT OF 4-5 INCHES. DON'T WORRY ABOUT TRIMMING THE TOPS OF NATIVE SEEDLINGS OR CRUSHING THEM UNDERFOOT. MOW FREQUENTLY TO KEEP CUTTING DEBRIS REDUCED SO THAT IT DOESN'T SMOTHER DESIRABLE SEEDLINGS.
- 3. STOP MOWING AT THE END OF THE FIRST SEASON. REMOVE ANY WEED SEED HEADS BUT DON'T BE CONCERNED WITH ADDITIONAL VEGETATIVE GROWTH. IT CAN HELP PROTECT NATIVE PLANTS THROUGH WINTER BY PROVIDING PLANT LITTER AND CATCHING SNOW. THIS HELPS TO INSULATE THE SOIL, REDUCING THE RISK OF PLANT LOSS FROM FROST HEAVING.

HAND WEEDING

- 1. DURING THE FIRST YEAR OF A NATIVE PLANTING, ANY SOIL DISTURBANCE RUNS THE RISK OF KILLING TINY NATIVE SEEDLINGS AND SPURRING GERMINATION OF WEED SEEDS.
- 2. IF AGGRESSIVE OR NOXIOUS WEEDS ARE PRESENT, THOUGH, IT IS BETTER TO CONTROL THEM BEFORE THEY SPREAD. FOR PROBLEM SITUATIONS, A DILIGENT WEEDING PROGRAM SHOULD BEGIN DURING A PLANTING'S SECOND SEASON.
- 3. HAND-PULL PROBLEM BIENNIAL WEEDS AFTER A GOOD RAIN WHEN THE SOIL IS SOFT. PERMANENTLY REMOVING WEEDS FROM THE PLANTING AND PREVENTING RE-SEEDING ARE THE OBJECTIVES. MANY WEEDS IF CUT CAN SPROUT AGAIN, FLOWER AND PRODUCE SEEDS THAT SAME YEAR, SO THEY MUST BE PULLED.
- 4. DILIGENT WEEDING DURING A PLANTING'S FIRST TWO TO THREE YEARS CAN REDUCE AGGRESSIVE WEED SPECIES TO A MANAGEABLE LEVEL, BUT ANNUAL VIGILANCE WILL BE NECESSARY TO PREVENT NEW PROBLEM WEED FLARE-UPS.

YEAR 2 - FIRST YEAR OF WARRANTY
RESEEDING AND WATERING

- 1. RESEED AS NEEDED BARE SPOTS
- 2. WATER ENOUGH TO KEEP THE SOIL AND MULCH MOIST TO A DEPTH OF 1 INCH AND ENSURE CONTINUED GROWTH OF THE SEED.

LIVE STAKES AND POTTED PLANTS

- 1. SAME AS YEAR ONE WITH REPLACEMENTS AT THE END OF THE YEAR TO MAINTAIN 75%

MOW

- 1. MOW THE PLANTING DOWN TO THE GROUND WITH A MULCHING MOWER AND MULCH ALL DEBRIS/CUTTINGS IN MID-SPRING OR RAKE OFF SITE.
- 2. IF WEEDS ARE A PROBLEM MOW IN MID TO LATE JUNE AT A HEIGHT OF 12 INCHES.

HAND WEEDING

- 1. SAME AS YEAR ONE

YEAR 3 - SECOND YEAR OF WARRANTY
RESEEDING AND WATERING

- 1. SAME AS YEAR TWO

LIVE STAKES AND POTTED PLANTS

- 1. SAME AS YEAR ONE WITH REPLACEMENTS AT END OF THE YEAR TO MAINTAIN 75%

MOW

- 1. MOW ONLY IN LATE WINTER OR EARLY SPRING BEFORE PLANT GROWTH

HAND WEEDING

ONLY AS REQUIRED TO PREVENT LARGE WEEDS FROM SPREADING

SEED MIX NOTES:

SUDAS TYPE 2 (PERMANENT COOL SEASON MIX)

- A. MIX AND INSTALLATION PER SUDAS SPECIFICATIONS
- B. FERTILIZE AREA WITH 6-24-24 COMMERCIAL FERTILIZER AT A RATE OF 300 POUNDS PER ACRE OR APPROVED EQUAL INCORPORATED INTO THE TOP 2-3 INCHES OF TOPSOIL DURING SEEDBED PREPARATION, TO BE CONSIDERED INCIDENTAL TO SEEDING COST
- C. COVER WITH TEMPORARY RECP, TYPE 3.B IMMEDIATELY FOLLOWING SEEDING, TO BE CONSIDERED INCIDENTAL TO SEEDING COST

IOWA CRP NATIVE SEED MIX CP 23 WET-MESIC - MODIFIED TO REMOVE PRAIRIE CORD GRASS

- A. ADD GRAIN RYE AT 40 POUNDS PER ACRE AS NURSE CROP
- B. REMOVE PRAIRIE CORD GRASS FROM MIX
- C. BROADCAST SEEDED AT THE RATE OF 50 LBS. PER ACRE.
- D. FERTILIZE AREA WITH 6-24-24 COMMERCIAL FERTILIZER AT A RATE OF 300 POUNDS PER ACRE OR APPROVED EQUAL INCORPORATED INTO THE TOP 2-3 INCHES OF TOPSOIL DURING SEEDBED PREPARATION
- E. ALL AREAS SHALL BE COVERED PER FABRIC ENCAPSULATED SOIL LIFT DETAILS.

MASTER PLANT SCHEDULE:

Qty.	Scientific Name	Common Name	Unit	Size	Spacing
VERTICAL LIVE STAKES					
142	CEPHALANTHUS OCCIDENTALIS 'SUGAR SHACK'	SUGAR SHACK BUTTONBUSH	EA	1.5' - 3' LENGTH	36" O.C. ON FESL STEPS
142	CORNUS SERICEA 'ISANTI'	ISANTI REDOSIER DOGWOOD	EA	1.5' - 3' LENGTH	36" O.C. ON FESL STEPS
HORIZONTAL LIVE STAKES					
138	ARONIA MELANOCARPA	BLACK CHOKEBERRY	EA	3' - 4' LENGTH	18" O.C. BETWEEN FESL LEVELS
138	CORNUS SERICEA 'ISANTI'	ISANTI REDOSIER DOGWOOD	EA	3' - 4' LENGTH	18" O.C. BETWEEN FESL LEVELS

LIVE STAKE NOTES

IA DNR RIVER RESTORATION TOOLBOX PRACTICE GUIDE 2
Vegetative Restoration Techniques
September 2017
Page 14 - Specifications

Materials:

Prepared live stakes of acceptable species and size.

Fertilizers and/or other soil amendments as required based on site conditions.

Equipment/Tools:

Rubber mallet or dead blow hammer

Hand pruners, loppers, hand saw, and/or chain saw

Punch bar or hand auger used to create pilot holes

Sequence:

Cleanly remove all side branches and the top growth, and fashion the cuttings into live stakes as depicted in the detail drawing. An option during preparation is to paint and seal the top of the live stake by dipping the top 1-2 inches into a 50-50mix of light colored latex paint and water. Sealing the top of stake will reduce the possibility of desiccation, assure the stakes are planted with the top up, and makes the stakes more visible for subsequent planting evaluations.

Use a punch bar or hand auger to create a narrow pilot hole, perpendicular to the slope, through any erosion control matting, rip rap, or other revetment, filter fabric, etc., if present, and deep enough to intercept the water table. The hole should be only as large as necessary to install the live stake without damage while ensuring the highest amount of stake-soil contact.

Insert the pointed end of the live stake into the pilot hole. Tamp into the ground with a dead blow hammer taking care not to split or otherwise damage the live stake. Use water, soil backfill, tamping, etc. to achieve good soil-to-stem contact and remove air pockets.

Workmanship:

All cuts should be clean and smooth.

No cracked or split live stakes should be used. If they split during tamping, they should be replaced.

The specified number of live stakes should be installed into the soil and protrude above the soil and any erosion control matting, rip rap, or other revetment.

The live stake should not move after installation; ensuring it is in firm contact with the soil.

Maintenance:

Cuttings may require initial protection from beaver, deer, or other predators. Various types of deer-proof fencing or fine wire screen or mesh can be secured around the cuttings to offer protection.



**BOLTON
& MENK**

218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
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DESIGNED	NO.	ISSUED FOR	DATE
WDB			
DRAWN			
QDS			
CHECKED			
JAP			
CLIENT PROJ. NO.			

CITY OF STORM LAKE, IOWA

FEMA BANK RESTORATION

LANDSCAPE NOTES

SHEET

L1.02

ENGINEER'S ESTIMATE

FEMA BANK RESTORATION

CITY OF STORM LAKE

BMI PROJECT NO. P11.119679



Real People. Real Solutions.

December 30, 2019

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
1	EXCAVATION, CLASS 13	CY	390	\$40.00	\$15,600.00
2	EXPLORATORY EXCAVATION	HR	3	\$200.00	\$600.00
3	STORM SEWER, TRENCHED, RCP, 12", CLASS V	LF	33	\$175.00	\$5,775.00
4	REMOVAL OF STORM SEWER PIPE	LF	31	\$40.00	\$1,240.00
5	PIPE APRON, RCP, 12"	EA	2	\$2,500.00	\$5,000.00
6	INTAKE ADJUSTMENT, MINOR	EA	1	\$500.00	\$500.00
7	FULL DEPTH PATCHES	SY	22	\$110.00	\$2,420.00
8	ENGINEERING FABRIC	SY	60	\$3.00	\$180.00
9	SALVAGE AND REINSTALL SIGNS	EA	5	\$260.00	\$1,300.00
10	TEMPORARY TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00
11	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (SUDAS TYPE 2)	SY	100	\$5.00	\$500.00
12	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING (IOWA CRP NATIVE)	SY	440	\$5.00	\$2,200.00
13	ESTABLISHMENT & EXTENDED WARRANTY	LS	1	\$15,000.00	\$15,000.00
14	LIVE STAKE	EA	560	\$12.00	\$6,720.00
15	SWPPP MANAGEMENT	LS	1	\$5,750.00	\$5,750.00
16	EROSION CONTROL STONE	TON	106	\$65.00	\$6,890.00
17	RIP RAP, TYPE E	TON	310	\$65.00	\$20,150.00
18	FLOATING SILT CURTAIN	LF	350	\$35.00	\$12,250.00
19	FABRIC ENCAPSULATED SOIL LIFT (FESL)	SY	281	\$120.00	\$33,720.00
20	MOBILIZATION	LS	1	\$8,000.00	\$8,000.00
21	CONSTRUCTION ALLOWANCE	LS	1	\$10,000.00	\$10,000.00
22	SWEEPING	HR	5	\$150.00	\$750.00

OPINION OF PROBABLE CONSTRUCTION COST:

\$157,045.00

Staff Summary

1/6/2020

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:

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
Unscheduled Items:
1. None at this time
Two Council members must concur for item to be considered in any future council meeting.

Scheduled:
1. None at this time

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

Staff Summary

1/6/2020

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: Keri Navratil, City Manager

SUBJECT: **Work Session- Capital Improvement Plan**

BACKGROUND: Enterprise Funds Capital Improvement Plan.

- Sewer Collection
- Storm Water
- Wastewater Treatment Plant
- Water Distribution
- Water Meters
- Water Plant

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

Description	Type
📎 CIP 2021-2025	Backup Material

City of Storm Lake, Iowa
Capital Improvement Plan

2021 thru 2025

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2021	2022	2023	2024	2025	Total
Sewer Collection								
Sewer Line Installation on Radio Road	SEWCL-22-01	n/a		180,000				180,000
Sewer Rehab	SEWCL-C2	1	180,000	180,000	180,000	180,000	180,000	900,000
Sewer Collection Total			180,000	360,000	180,000	180,000	180,000	1,080,000
Storm Water								
Project Set-Aside	STW-17-01	n/a	30,000	30,000				60,000
Tulip Lane Storm Water Improvements	STW-19-01	1	437,405					437,405
4th & Barton Stormwater Improvements	STW-20-02	2	445,004					445,004
1 Ton Truck	STW-22-01	1		60,000				60,000
Aux Engines	STW-22-02	n/a		12,000			15,000	27,000
Storm Water Total			912,409	102,000			15,000	1,029,409
Wastewater Treatment Facility								
Lab and Office Addition	WWTP-18-03	3					214,000	214,000
1st Street Lift Station Replacement	WWTP-18-05	1		295,000				295,000
Blowers	WWTP-19-01	1		200,000				200,000
Radio Park Lift Station	WWTP-20-03	1	450,000					450,000
UV Bulbs	WWTP-20-05	2	5,000	5,000	5,000	5,000	5,000	25,000
SCADA Workstation Upgrades	WWTP-20-06	2	20,000	20,000	20,000	20,000	20,000	100,000
Mower	WWTP-21-01	3		20,000				20,000
Nutrient Reduction Strategy Report	WWTP-21-02	1	50,000					50,000
Headworks Security & Door Access System	WWTP-21-04	1	10,000					10,000
End Loader	WWTP-21-05	1		180,000				180,000
Thickener Tanks (2)	WWTP-21-06	1		300,000				300,000
Memorial LS Upgrades	WWTP-21-07	1	2,300,000					2,300,000
SCADA Panel View Replacement	WWTP-21-08	1	20,000	20,000	20,000	20,000	20,000	100,000
Lift Station Study	WWTP-21-09	1	50,000					50,000
UV Basin Covers & Core Building	WWTP-22-01	3	50,000					50,000
Dryer	WWTP-22-06	1				850,000		850,000
Sludgert Press Screens	WWTP-22-07	1	200,000	300,000				500,000
Pick-Up Truck (#59 replace)	WWTP-23-01	3	50,000					50,000
VFD Compressor	WWTP-23-02	2			40,000			40,000
Hotsy Pressure Washer	WWTP-23-03	3	15,000					15,000
A-Basin Diffusers	WWTP-23-05	2			50,000			50,000
Skid Loader	WWTP-23-06	3			130,000			130,000
Lift Station Pumps/Reconstruction	WWTP-23-07	1	200,000					200,000
Storage Building	WWTP-23-08	3			38,000			38,000
Phosphorus Reduction Plant Project	WWTP-23-09	n/a					7,000,000	7,000,000
Project Set-A-Side	WWTP-23-10	n/a			700,000	300,000	700,000	1,700,000
Pickup Truck (#128 Replacement)	WWTP-24-01	2				60,000		60,000
Lift Station Pumps, Motors, Equip Replacement	WWTP-25-01	1					50,000	50,000
Wastewater Treatment Facility Total			3,420,000	1,340,000	1,003,000	1,255,000	8,009,000	15,027,000

Department	Project #	Priority	2021	2022	2023	2024	2025	Total
Water Distribution								
Water Line Replacement	WD-17-01	n/a	180,000	180,000	180,000	180,000	180,000	900,000
New Pickup	WD-21-01	1	60,000					60,000
Trench Box	WD-22-01	2		15,000				15,000
Power Pack for Valve Exerciser	WD-22-03	2		10,000				10,000
Jaeger Air Compressor	WD-23-01	1			60,000			60,000
18" Bypass Water Line	WD-24-01	2				1,000,000		1,000,000
Jet Machine	WD-25-01	n/a					80,000	80,000
Water Distribution Total			240,000	205,000	240,000	1,180,000	260,000	2,125,000
Water Meters								
Smart Point Readers	WM-17-01	2	40,000	40,000	40,000	40,000	40,000	200,000
Meter Replacement	WM-17-02	2	37,000	57,000	55,000	55,000	60,000	264,000
Water Meter Truck	WM-21-01	2	50,000					50,000
Towers for Auto Reading of Meters	WM-21-02	1	40,000					40,000
Meter Reader	WM-22-01	2		10,000				10,000
Water Meters Total			167,000	107,000	95,000	95,000	100,000	564,000
Water Plant								
Well House Rehab	WP-17-04	2	15,000					15,000
Water Storage Prodi. Set Aside Funds	WP-17-08	2	100,000	100,000	100,000	100,000	100,000	500,000
Project Set A-side	WP-17-10	2	115,000	75,000	75,000	75,000	75,000	415,000
Contact Basins	WP-19-01	2	50,000	50,000				100,000
Pump Replacement	WP-19-C1	2	142,000	100,000	30,000			272,000
Slaker Rebuild	WP-20-01	2				10,000		10,000
Clear Well Mixer	WP-20-03	2	50,000			50,000		100,000
Plant Expansion Set A-Side	WP-20-04	n/a	100,000	100,000				200,000
Water Tower/Clear Well Inspection	WP-20-06	1	15,000					15,000
Lime Sludge Press & Building	WP-21-01	n/a					906,000	906,000
Lime Cross Re-Utilization	WP-21-04	n/a		55,000				55,000
SCADA Panel View Replacement	WP-21-05	1	20,000	20,000	20,000	20,000	20,000	100,000
Mower/Blower	WP-22-01	n/a		25,000				25,000
Trailer	WP-22-02	n/a		20,000				20,000
Pickup Bed Mounted Sander	WP-22-03	n/a		2,000				2,000
Water Tower	WP-22-04	n/a		1,500,000				1,500,000
VFD for Prop	WP-23-01	3		60,000				60,000
Garage/Shop/Storage	WP-23-02	1					50,000	50,000
Well House Replacement	WP-23-03	3			25,000			25,000
Pressure Washer	WP-23-06	5			10,000			10,000
Convayence Valve	WP-23-07	2			50,000			50,000
Roof Rehab	WP-23-08	5			250,000			250,000
Dust Collecting Baghouses	WP-23-10	1			10,000			10,000
Water Plant Total			607,000	2,107,000	570,000	255,000	1,151,000	4,690,000
GRAND TOTAL			5,526,409	4,221,000	2,088,000	2,965,000	9,715,000	24,515,409

Staff Summary

1/6/2020

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: **Motion To Go Into Closed Session Reference Iowa Code Chapter 21.5 (j) To Discuss The Purchase Of Property**

BACKGROUND: The Iowa Code provides for discussion of a handfull of topics, including the purchase of land, under a closed session, not open to the public, in cases where the discussion could be expected to increase the price the governmental body would have to pay for the property.

No decisions may be made in a Closed Session and so Council would be required to come back into open session to make any final decision. In the event it is anticipated that the Council would need action a seperate agenda item would follow this item for that specific purpose.

FISCAL IMPACT: No fiscal impact is anticipated for the closed session item.

RECOMMENDATION: Move to go into Closed Session Reference Iowa Code Chapter 21.5 (j) - Roll Call Vote

Council will be required to go back into open session with a roll call vote upon the end of the closed session.