

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
NOVEMBER 18, 2019
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. **SLPD Code Enforcement Summary**
 - D. **Approval of Temporary Work Space Easements for 2020 Street & Utility Improvements (Oneida Street Reconstruction Project Phase One)**
- 3. **Motion To Approve 2019 Urban Renewal Report**
- 4. **Ordinance No. 03-O-2019-2020 Consideration Of Ordinance For The Division Of Revenues Under Section 403.19, Code Of Iowa, For Amendment No. 7 To The Storm Lake Industrial Park Urban Renewal Plan - 2nd Reading**
- 5. **Motion to Approve Contract With Thompson Innovation To Upgrade The Current SCADA Systems at The Water And Wastewater Treatment Plants**
- 6. **City Council Requested Items**
- 7. Adjourn

Meeting Protocol

If you wish to speak today, please:

- 1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
- 2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.
- 3. Please keep your remarks to three (3) minutes or less.
- 4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

**If you have concerns about any of the items on the consent agenda, they may be separated from the consent agenda and voted on individually.*

***Ordinances may be read at three consecutive meetings or readings may be waived and ordinances may be passed at only one or two meetings.*



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Staff Summary

11/18/2019

Agenda Item # A.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
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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 November 4, 2019 City Council Minutes
- Approve the November 12, 2019 Special Council Minutes
- Approve renewal liquor license for AmVets (contingent upon dram shop)
- Approve the Code Enforcement Summary (see attached staff summary)
- Approval of Temporary Work Space Easements for 2020 Street & Utility Improvements (Oneida Street Reconstruction Project Phase One)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$434,857.13
- King's Pointe & Sunrise Pointe Golf Course Bills - \$22,580.83

The City will receive the following revenues:

- Liquor license - \$845.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ Minutes - November 04, 2019	Minutes
☐ Minutes - November 12, 2019 - Special	Minutes
☐ Amvets Application	Application
☐ Amvets Liquor Report	Backup Material



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 11/07/2019 - 11/20/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	BVC	City Wide Cleanup Recycling	3,920.00
Control Systems Specialists, LLC	BVC	Relay & Belt Repairs	1,246.53
Power Solutions, Inc	BVC	Fan Motor	658.37
Control Systems Specialists, LLC	BVC	Stack Damper on Boiler	523.92
Buena Vista County Solid Waste	BVC	City Wide Cleanup Recycling	355.00
Control Systems Specialists, LLC	BVC	HVAC Monthly Check	346.00
RR Electric LLC	BVC	Ballast Repairs	304.22
Buena Vista County Solid Waste	BVC	City Wide Cleanup Recycling	730.89
ProElect/ Professional Electronics	BVC	Fire Alarm Inspection	150.00
Buena Vista County Solid Waste	BVC	City Wide Cleanup Recycling	687.50
Control Systems Specialists, LLC	BVC	Boiler Service Call	295.50
Buena Vista County Solid Waste	BVC	Recycling Services	571.28
Buena Vista County Recorder	BVC	October 2019 Recording Fees	59.00
Buena Vista County Solid Waste	BVC	City Wide Cleanup Recycling	58.85
BVC Total:			9,907.06
Contract/Agreement			
Bolton & Menk, Inc	Contract/Agreement	Construction Services through 10/31/2019	32,614.00
I & S Group, Inc	Contract/Agreement	3D Scan & Design Service- Memorial LS	17,500.00
Bolton & Menk, Inc	Contract/Agreement	Engineering Services through 10/31/2019	18,672.00
Emmons & Olivier Resources, Inc	Contract/Agreement	Construction Services through 9/30/2019	3,224.75
Local Government Professionals Services, Inc	Contract/Agreement	13th Installment of 2nd Milestone- NRDG	2,500.00
Emmons & Olivier Resources, Inc	Contract/Agreement	Design Services through 9/30/2019	3,040.95
I & S Group, Inc	Contract/Agreement	General Engineering Services	787.50
Contract/Agreement Total:			78,339.20
Local			
MidAmerican Energy Company	Local	Electric Services	46,128.40
Star Energy, LLC	Local	Fuel	7,433.40
Jim Bartholomew	Local	October 2019 Airport Contract	10,903.88
Philip E Havens	Local	Legal Services	4,197.46
Central Bank	Local	October 2019 Purchases	3,280.95
Verizon Wireless Services LLC	Local	Cell Phone Service	2,837.60
King's Pointe Resort	Local	FY2020 ERD	2,593.26
Garbage Hauling Service Inc	Local	Garbage Service	2,163.75
Genesis Development	Local	Janitorial Services	2,000.00
Long Lines	Local	Phone Service	1,979.57
Iowa Office Supply Inc	Local	Paper	1,911.25
Larson Oil & Distributing Co, Inc	Local	Fuel for Generators	1,793.82
Alliant Energy	Local	Gas Services	1,115.52
Michael P. Reinert	Local	Sign Fabrication	955.00
Richard Phillips	Local	Spreader Truck Repairs	828.98
Smith Concrete Service Inc	Local	Concrete	755.00
Deere Credit, Inc	Local	Pin & Bearing	502.46
Rasmussen's Ford Inc	Local	Rotor Repairs	425.09
Storm Lake Ace Hardware	Local	Supplies	354.26
Iowa Office Supply Inc	Local	Office Supplies	249.24
Storm Lake Industrial Corporation	Local	Storm Lake Bucks	200.00
Builders FirstSource Inc	Local	Supplies	193.35
Iowa Office Supply Inc	Local	Envelopes	185.33
The Storm Lake Times	Local	October 2019 Publications	170.90
Michael Rust	Local	Boots- Muniz	329.90
Plumbing & Heating Wholesale, Inc	Local	PVC Supplies	148.14
Kelly Johnson	Local	October 2019 Punches	144.00
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	142.61

My Buy Local_v1
Payment Date Range: 11/07/2019 - 11/20/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Graham Tire	Local	Tire	141.77
Reding's Gravel & Excavating Co., Inc	Local	Rock	281.82
Dianne Johnson	Local	Bd & Disp Cats/Dogs	132.00
Qwest Corporation	Local	Phone Service	121.27
L & G Products, Inc	Local	Seed	121.00
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	226.41
Melanders TV & Appliances	Local	Dryer Repairs	100.51
Reding's Gravel & Excavating Co., Inc	Local	Scale Fees	99.00
Rent-All, Inc	Local	Core Drill Rental	90.00
Michael P. Reinert	Local	Pipe	78.75
Dennis R Julius	Local	October 2019 Entrance Mat Services	60.00
Builders FirstSource Inc	Local	Supplies	54.46
King's Pointe Resort	Local	11/11/2019 Lunch- Less Tax	52.75
Dennis R Julius	Local	Laundry Services	42.40
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	42.29
Graham Tire	Local	Tire Repairs	30.95
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	30.86
Rohr Manufacturing Services, Ltd	Local	Recharge Fire Extinguisher	30.80
Plumbing & Heating Wholesale, Inc	Local	Pipe	30.76
Builders FirstSource Inc	Local	Roof Repairs to Restroom	28.28
Mangold Environmental Testing, Inc	Local	Shipping Services	26.96
Iowa Office Supply Inc	Local	Office Supplies	25.03
Graham Tire	Local	Tire Repairs	48.38
Michael P. Reinert	Local	Press Shaft	20.00
Mangold Environmental Testing, Inc	Local	Shipping Services	19.86
Storm Lake Bakery	Local	Supplies	13.50
Plumbing & Heating Wholesale, Inc	Local	Supplies	12.93
Builders FirstSource Inc	Local	Adhesive	11.98
McCrea Enterprises	Local	Supplies	4.40
		Local Total:	95,902.24

Non-Local

Sioux City Fence LLC	Non-Local	New Gate System	41,712.00
EWT Holding III Corp	Non-Local	Bioxide	15,074.44
Electric Pump Inc	Non-Local	#3 ABS Pump at Casino LS Rebuild	17,734.62
Mississippi Lime Company	Non-Local	Lime	15,977.74
Pure Air Filtration	Non-Local	Casino LS Grease Pads & Supplies	3,854.94
NW Iowa Planning & Development Commi	Non-Local	SHIELD Draw FY2020	3,500.00
Heiman Inc	Non-Local	Uniform	1,890.13
Sioux Equipment Co, Inc	Non-Local	Jet A Pump Repairs	1,691.60
Axon Enterprises, Inc	Non-Local	Standard Cartridge	1,650.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,510.75
Mitchell Nasers	Non-Local	Lime Hauling Services	1,397.44
Ahlers & Cooney, P.C.	Non-Local	Amend #7 Ind Park Services	1,312.42
Dale Vitito	Non-Local	Uniforms	1,249.48
Demco, Inc	Non-Local	Ozobot Classroom Kit	1,218.88
Consolidated Fleet Services, Inc	Non-Local	Inspection Services	1,177.60
The Knox Company	Non-Local	Knox Boxes	1,063.00
Pulse Technology Partners LLC	Non-Local	Handheld Radar Unit	1,034.00
Ahlers & Cooney, P.C.	Non-Local	Legal Services	962.50
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	729.00
Engel Agri-Sales, Co	Non-Local	Mower Supplies	708.12
Karl Chevrolet, Inc	Non-Local	Light & Siren Control Installation	654.00
Digital Ally Inc	Non-Local	Body Cam Kit	615.00
W. W. Grainger, Inc	Non-Local	Float Switch	597.00
Electrical Engineering & Equipment Compa	Non-Local	Generator Annual Service	540.00
Getty Images (US), Inc.	Non-Local	Istock Subscription	518.75
Polk County Sheriff	Non-Local	Garnishment	460.71
Midwest Tape, LLC	Non-Local	DVD Cases	419.99
University Enterprises, Inc	Non-Local	Training Material- Tarin	392.00
Werner Sewer & Septic, LLC	Non-Local	Drain Repairs	314.85

My Buy Local_v1

Payment Date Range: 11/07/2019 - 11/20/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
W. W. Grainger, Inc	Non-Local	Motor	314.28
Brodart Co.	Non-Local	Books	444.28
Utility Supply of America, Inc	Non-Local	Caps	197.67
Midwest Tape, LLC	Non-Local	DVDs	182.68
Iowa Division of Labor	Non-Local	Operating Permit- CH	175.00
Brodart Co.	Non-Local	Books	166.48
W. W. Grainger, Inc	Non-Local	Motor	161.17
Alpha Wireless Communications	Non-Local	Microphone	141.75
Jeff Koenig	Non-Local	Portable Toilet Services	135.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	126.20
State and Federal Poster, Inc	Non-Local	Labor Law Posters	125.93
Pattlen Enterprises, Inc	Non-Local	Plate Bearing	120.20
Northwest Glass, Inc	Non-Local	Service Call	119.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	117.80
EBSCO Industries, Inc	Non-Local	Subscription	115.38
Pattlen Enterprises, Inc	Non-Local	Plate Bearing & Oil	106.34
Northwest Iowa League of Cities	Non-Local	10/24/2019 Meeting Registration	105.00
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
Municipal Emergency Services, Inc	Non-Local	Uniforms	92.48
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	87.00
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	84.16
Midwest Tape, LLC	Non-Local	DVDs	78.21
Stanard & Associates, Inc	Non-Local	Testing Forms	67.00
Ingram Library Services, Inc	Non-Local	Books	54.73
Midwest Tape, LLC	Non-Local	DVDs	39.98
Steven A Beeck	Non-Local	Window Cleaning Service	37.00
Cintas First Aid & Safety	Non-Local	First Aid Supplies	35.91
Midwest Tape, LLC	Non-Local	DVDs	33.99
Alpha Wireless Communications	Non-Local	Programming Services	32.00
CDW Government	Non-Local	Google Chrome License	23.94
Ingram Library Services, Inc	Non-Local	Books	22.36
Brodart Co.	Non-Local	Books	65.31
Ingram Library Services, Inc	Non-Local	Books	106.08
Brodart Co.	Non-Local	Books	13.19
Ingram Library Services, Inc	Non-Local	Books	12.24
Agiliti Health, Inc	Non-Local	Defibrillator Inspection	120.00
Brodart Co.	Non-Local	Books	8.98
Polk County Sheriff	Non-Local	Garnishment	7.71
Barnes & Noble Booksellers, USA Inc	Non-Local	Books Returned	-24.78
Non-Local Total:		123,912.61	
Payroll/Refunds			
Chris Cole	Payroll/Refunds	FY2020 IACP Conference	1,603.66
El Mariachi Family Restaurant LLC	Payroll/Refunds	FY2020 Liquor License Refund	633.75
Custodian of Petty Cash	Payroll/Refunds	Postage	151.29
Mark Prosser	Payroll/Refunds	Pro-Migrant Narrative Workshop Reimburse	87.00
Friends of the Library	Payroll/Refunds	October 2019 CC Receipts	25.75
Ruth Freese	Payroll/Refunds	October 2019 Homebound Deliveries	13.92
Payroll/Refunds Total:		2,515.37	
Grand Total:		310,576.48	

King's Pointe Resort

Claims Publication

From 11/1/2019 to 11/12/2019

Vendor	Description	Amount
Long Lines	Utilities	\$2,899.56
Heartland Payment System	Services	\$7,699.88
Martin Brothers	Food	\$6,003.46
Authnet Gateway	Services	\$25.00
Hy-Vee	Beverages	\$1,043.98
City of Storm Lake	Utilities	\$4,252.70
Doll Distributing	Beverages	\$284.30
Johnson Brothers	Beverages	\$315.30
Fintech	Services	\$56.65
		<u>\$22,580.83</u>

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
NOVEMBER 04, 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, Fire Chief Mike Jones, Building Official Scott Olesen, Library Director Elizabeth Huff, Public Service Supervisor Scott Bonebrake, Finance Director Brian Oakleaf, Staff Accountant Tyler Gibbins and Deputy City Clerk Nelda Kirkholm.

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

Pledge of Allegiance

Agenda – Moved by Council Member Engelmann 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 Smith to approve the consent agenda which includes list of bills for approval King's Pointe and Sunrise Pointe disbursements, October 21, 2019 City Council Minutes, renewal liquor license for Fareway, new liquor license for Tequila Mexican Restaurant and Bar and Code Enforcement Summary. Seconded by Council Member McKinney. Vote: All ayes. Motion carried

Unfinished Business - Casino Lift Station Odor Control Project – Moved by Council Member Smith to adopt Resolution No. 24-R-2019-2020 approving Change Order No. 1 for The Casino Lift Station Odor Control Project. Change Order adds \$998.58 for a contract amount of \$185,104.58 and substantial completion date change from August 16, 2019 to November 29, 2019 with final payment changed to July 17, 2020. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 24-R-2019-2020

**RESOLUTION ADOPTING CHANGE ORDER NO. 1 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 will increase the project cost in the amount of \$998.58, move substantial completion from August 16, 2019 to November 29, 2019, and change 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 contract price is increased by \$998.58 for a total of \$185,104.58.

Section 2. That Substantial Completion date is moved from August 16, 2019 to September 20, 2019 and the Ready for Final Payment is moved from August 30, 2019 to September 30, 2019.

Section 3. That the Mayor and Clerk are hereby directed to execute this Change Order No. 1 with the contractor.

PASSED AND APPROVED this 4th day of November, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Beautification Signage and Landscaping - Moved by Council Member Smith to adopt Resolution No. 35-R-2019-2020 approving beautification signage and landscaping located at the base of Lake Avenue and Lakeshore Drive. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 35-R-2019-2020

WHEREAS, On April 1, 2019 Mayor Porsch issued a Proclamation establishing April 29, 2019 to May 5, 2019 as Beautification Week in Storm Lake intending to begin a vision of our community that makes us Storm Lake Proud; and

WHEREAS, The Mayor and Council further strengthen the vision of Storm Lake Proud; and

WHEREAS, the Donor Family is proposing their desire to underwrite “beautification signage” and landscaping located at the base of Lake Avenue and Lakeshore Drive; and

WHEREAS, West of the Monument, significant “signage” to highlight the view, the intersection and as a welcome sign/photo opportunity—with a 20 foot “low and long” bench/sign announcing STORM LAKE; and

WHEREAS, the structure will be “low” in height so the view of the lake will not be compromised; and

WHEREAS, there will be up lighting to highlight the signage and decorative lighting to enhance the design.

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

Section 1. Accept the Donor Family donation to the City of Storm Lake providing all funding for the project along with a maintenance fund for the ongoing upkeep of the area and structure.

PASSED AND APPROVED this 4th day of November 2019.

Michael Porsch, Mayor

Attest:

Mayra A. Martinez, City Clerk

State Revolving Fund (SFR) - Moved by Council Member Engelmann to approve the signature and submittal of the State Revolving Fund. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

Airport Runway 13/31 & Taxiway Lighting Replacement Project - Moved by Council Member Ibarra to approve professional service agreement with Bolton & Menk for Runway

13/31 & Taxiway Lighting Replacement. Project not to exceed amount of \$97,900. Seconded by Council Member Engemann. Vote: All ayes. Motion carried.

Uniti Fiber - Moved by Council Member Smith to approve the Uniti Fiber Right of Way Agreement lease that was previously held by Windsteram. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Industrial Park URP Amendment No. 7 – Mayor Porsch opened the public hearing on the Proposed Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan stating this was the time and place for comments. Hearing no comments Mayor Porsch closed the public hearing.

Moved by Council Member McKinney to adopt Resolution No. 36-R-2019-2020 determining an area of the City to be an Economic Development and Blighted Area, and that the Rehabilitation, Conservation, Redevelopment, Development or a Combination thereof, of such area is necessary in the interest of the Public Health, Safety Or Welfare Of The Residents Of The City; Designating such area as appropriate for Urban Renewal Projects; And adopting the Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan. Seconded by Council Member Engemann. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 36-R-2019-2020

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 7 TO THE STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN

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

WHEREAS, the Plan has subsequently been amended six times, lastly by the adoption of Amendment No. 6 to the Plan, adopted by Resolution No. 75-R-2016-2017, adopted February 20, 2017; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

A part of the South Half (S1/2) of Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, and a part of the Northeast Quarter (NE¹/₄) of Section (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter (SW¹/₄) Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.), thence 00°32' East along the West Line of said Southwest Quarter (SW¹/₄) a distance of One Thousand Two Hundred Seven

and Seven Tenths Feet (1,207.70') to the Point of Beginning; thence North 90°00' East a distance of Two Thousand Six Hundred Forty Two and Six Hundredths Feet (2,642.06') to the North-South Centerline of said Section One (1); thence South 00°34' East along the North-South Centerline of said Section One (1), a distance of Four Hundred Seven and Eighteen Hundredths Feet (407.18'); thence North 90°00' East a distance of Two Thousand Six Hundred Thirty Eight and Seventy Two Hundredths Feet (2,638.72') to the East Line of said Section One (1); thence South 00°31' East along the East Line of said Section (1) a distance of One Thousand Eighty Seven and Seven Tenths Feet (1,087.7') to the Southeast Corner of said Section One (1), said Point also being the Northeast Corner of Section Twelve (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.); thence South 00°20'20" East along the East Line of said Northeast Quarter (NE¼) Section Twelve (12) a distance of Two Hundred Sixty Six and Five Hundredths Feet (266.05') to the North Right of Way Line of the Illinois Central Railroad; thence North 77°07" West along the North Right of Way Line of said Railroad a distance of Five Thousand Four Hundred Twenty Seven and Seven Tenths Feet (5,427.7') to the West Line of the Southwest Quarter (SW¼) said Section One (1); thence North 00° 32' West along the West Line of said Section (1) a distance of Five Hundred Fifty and Seventy One Hundredths Feet (550.71') to the Point of Beginning.

The above parcel contains 115.46 acres in total

MCS Industrial Addition to Storm Lake, Iowa

AND

A PART OF THE SOUTH EAST QUARTER (SE¼) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of the Southeast Quarter (SE¼) of said Section 2; thence South 89°45'20" West along the North line of said Southeast Quarter (SE¼), a distance of 2,131.17 feet to a point on the Easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southerly along the Easterly right of way line of said railroad on a curve whose short chord bearings are as follows: South 29°31'40" East, a distance of 57.05 feet; thence South 23°07'17" East, a distance of 601.83 feet; thence South 16°32'54" East, a distance of 56.08 feet; thence continuing along the Easterly line of said railroad right of way South 15°59'20" East, a distance of 675.12 feet to a point on the Northerly line of the Illinois Central Railroad right of way; thence South 89°44'44" East, along the Northerly line of said railroad, a distance of 824.23 feet; thence South 1°56'40" West, a distance of 238.22 feet; thence South 76°34'40" East, a distance of 872.88 feet to a point on the East line of said Southeast Quarter (SE¼); thence North along the East line of said Southeast Quarter (SE¼) a distance of 1,759.60 feet to the point of beginning containing 62.91 acres and subject to all easements of record.

The East line of the Southeast Quarter (SE¼) of said Section 2 is assumed to bear due North and South in the above description.

AMENDMENT NO. 1 AREA

All of the property within the corporate limits that is located South of Richland Avenue and East of Flint Drove. The area also includes the full right-of-way of all streets forming the boundary.

AMENDMENT NO. 2 AREA

A parcel in Buena Vista County, Iowa beginning at a point which is at the center of the intersection of the Canadian National Railroad right of way and Radio Road in Storm Lake, Iowa; thence South along the center line of Radio Road to the south right of way line of Highway 7; thence continuing South along the centerline of the County Road just West of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to a point that the center line intersects with the South line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence East along a South line of the Northwest Quarter (NW $\frac{1}{4}$), Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence North along the East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the point where that East line intersects with the South line of Highway 7; thence East along the South line of Highway 7 to the point where it intersects with the center line of Gilbert Street extended South across Highway 7; thence North along the center line of Gilbert Street to the point where that line intersects with the center line of the Canadian National Railroad right of way; thence Northwesterly along the center line of the Canadian National Railroad right of way to the point of beginning.

AMENDMENT NO. 3 AREA

A tract of land located in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Northwest (NW) Corner of Lot Seven (7), Block One (1), of Industrial Park Addition to Storm Lake; thence on a previously recorded bearing of North 90°00'00" East along the North line of said Lot Seven (7), 581.78 Feet to the West line of the East One Hundred Seventy-Five Feet (175') of said Lot Seven (7); thence North 00°10'50" West along the Northern extension of said West line of the East One Hundred Seventy-Five Feet (175'), 186.90 feet; thence South 90°00'00" West, 583.58 Feet to the East line of Lot Six (6), of said Block One (1); thence South 00°43'45" East, along said East line, 186.90 Feet to the point of beginning.

Tract contains 2.50 acres and is subject to all easements of record.

and

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Northwest (NW) Corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 1; thence on a true bearing of South 00°21'07" East along the West line of said Southeast Quarter (SE $\frac{1}{4}$), 930.76 Feet to the point of beginning; thence South 89°10'02" East 838.14 Feet; thence South 00°21'07" East, 645.29 Feet to the North line of the Industrial Park Addition to the City of Storm Lake; thence North 89°50'14" West, along said North line, 255.00 Feet; thence North 00°02'17" East, 186.90 Feet; thence North 89°47'21" West, 583.58 Feet to the East line of Lot Six (6), Block One (1) of said Industrial Park Addition; thence North 00°32'05" West, along said East line, 220.28 Feet to the Northeast (NE) Corner of said Lot Six (6); thence North 00°21'07" West, along the West line of the Southeast Quarter (SE $\frac{1}{4}$), 247.44 Feet

to the point of beginning. Hereafter referred to as Lot C of Lot B in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 10.00 acres and is subject to all easements of record; and

AMENDMENT NO. 4

No land added or removed.

AMENDMENT NO. 5

No land added or removed.

AMENDMENT NO. 6

No land added or removed.

WHEREAS, a proposed Amendment No. 7 to the Plan ("Amendment No. 7" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add land to the Urban Renewal Area and to authorize additional projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 7 adds land to the Urban Renewal Area, 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.

WHEREAS, the proposed Amendment No. 7 includes land classified as agricultural land and consequently written permission of the current owners has been obtained; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 7; and

WHEREAS, by resolution adopted on October 7, 2019, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 7 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 7 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Manager, or her delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 7 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Storm Lake Times, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 7, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 7 concerning the area of the City of Storm Lake, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 7 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential

uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan of the City of Storm Lake, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan for the City of Storm Lake, State of Iowa"; Amendment No. 7, including all of the exhibits attached thereto, is hereby in all respects approved; the Mayor and City Clerk are authorized to execute the Joint Agreement and to approve the executed Agricultural Land Agreements; and the City Clerk is hereby directed to file a certified copy of Amendment No. 7 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 7 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 7 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Buena Vista County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 7, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 4th day of November, 2019.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

EXHIBIT 1

STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN

AMENDMENT NO. 7

CITY OF STORM LAKE, IOWA

Original Area Adopted – 1991

Amendment No. 1 – 2004

Amendment No. 2 – 2010

Amendment No. 3 – 2013

Amendment No. 4 – 2015

Amendment No. 5 – 2016

Amendment No. 6 – 2017

Amendment No. 7 – 2019

LOCAL GOVERNMENT PROFESSIONAL SERVICES, INC.
DBA SIMMERING-CORY

AMENDMENT NO. 7
to
STORM LAKE INDUSTRIAL PARK
URBAN RENEWAL PLAN
CITY OF STORM LAKE, IOWA

The Storm Lake Industrial Park Urban Renewal Plan (“Plan”) for the Storm Lake Industrial Park Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 1991, and amended in 2004, 2010, 2013, 2015, 2016, and 2017 is being further amended to, among other things, add land to the Urban Renewal Area and to authorize projects to be undertaken within the Urban Renewal Area by this Amendment No. 7 (“Amendment”).

The original Storm Lake Industrial Park Urban Renewal Area and each of its amendment areas may be referred to as Subareas in this Amendment. The property added by this Amendment No. 7 is called the Amendment No. 7 Subarea. The Subareas make up the Urban Renewal Area.

This Storm Lake Industrial Park Urban Renewal Plan, Amendment No. 7 repeats much of the Storm Lake Industrial Park Urban Renewal Plan Amendment No. 6, adopted in 2017. The material changes by this Amendment include the following:

- Updating the Project Objectives section (page 3);
- Updating the Project Activities section (page 4);
- Updating the Previously Authorized Urban Renewal Projects section (page 6);
- Adding new Eligible Urban Renewal Projects section (page 7);
- Updating the Financial Information section (page 10);
- Updating the Development Plan section (Page 11);
- Adding an Agricultural Land section (page 12);
- Adding a Joint City/County Agreement section (page 13);
- Adding land described as Amendment No. 7 Subarea; such Amendment No. 7 Subarea is described in Exhibit “A” (page 15) and illustrated in Exhibit “B” (page 16);
- Updating Exhibit “C,” a map of the entire Area, as amended (page 17);
- Adding Exhibit “D,” an Agricultural Land Owner Consent Agreement (page 18); and
- Adding Exhibit “E,” a Joint City/County Agreement (page 21).

Except as modified by this Amendment, the provisions of the original Storm Lake Industrial Park Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

DESCRIPTION OF THE URBAN RENEWAL AREA

A legal description of the property being added to the Urban Renewal Area, the Amendment No. 7 Subarea, is attached hereto as Exhibit “A.” A map of the land being added by Amendment No. 7 is attached hereto as Exhibit “B.” A map of the entire Urban Renewal Area, as amended, is attached hereto as Exhibit “C.”

AREA DESIGNATION

The Urban Renewal Area previously has been designated as a mixed area for the remediation of blight and promotion of economic development (commercial and industrial) activities. The Amendment No. 7 Subarea contains land that is assessed as agricultural land, which land is not a “blighted area” as defined in *Code of Iowa* Section 403.17(5). However, with respect to the Amendment No. 7 Subarea, the City hereby finds this Subarea appropriate for economic

development (commercial and industrial) activities and is including the Amendment No. 7 Subarea in the Urban Renewal Area as only an economic development area. Together these findings continue to support the designation of the entire Urban Renewal Area, excluding the Amendment No. 7 Subarea, which is only designated as an economic development area, as a mixed area appropriate for the remediation of blight and the promotion of economic development (commercial and industrial) activities.

PROJECT OBJECTIVES

Renewal activities are designed to provide opportunities and incentives for community development purposes including new and expanded commercial and industrial development as well as revitalization and alleviation of blighting conditions. More specific objectives include:

1. To achieve a diversified, well balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan and provide sufficient land for commercial, residential, and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities, which contribute to the revitalization of the Area.
4. To eliminate blighting influences and promote revitalization, through public action and commitment, or by providing incentives to private persons or businesses, to acquire, rehabilitate, renovate, demolish, and/or redevelop existing structures or property.
5. To stimulate through public action and commitment, private investment in residential development as part of blight remediation activities. The City realizes that the availability of affordable, decent, safe, and sanitary housing is important to the overall economic viability of the community.
6. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
7. To provide a more marketable and attractive investment climate through the use of various federal, state, and local incentives.
8. To stimulate, through public action and commitment, private investment in commercial and industrial expansion.
9. To help develop a sound economic base that will serve as the foundation for future growth and development.
10. To provide facilities offering diversified and expanded recreational opportunities, which will help improve the quality of life and contribute to the overall viability of the community.
11. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
12. To enhance the Storm Lake community by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.
13. To provide for the installation and upgrade of public works, infrastructure, including but not limited to, storm water collection and conveyance system, sanitary sewer facilities, water utility infrastructure, pedestrian pathways

(sidewalks and trails), roads, and related facilities which alleviate blighting influences and contribute to the sound economic development of the Area.

14. To preserve the health, safety, living environment, general character, and general welfare of the City of Storm Lake, Iowa.
15. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan, as amended, and to encourage the development of the Area, as amended, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
3. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
4. To dispose of property that has been acquired.
5. To undertake blight remediation activities.
6. To demolish structures and to clear the land for future development so as to revitalize the Area and alleviate blighting conditions.
7. To make loans, forgivable loans, grants, tax rebate payments or other types of grants or incentives to private persons or businesses for economic development, revitalization, or blight remediation purposes, on such terms as may be determined by the City Council.
8. To finance programs which will directly benefit housing conditions and promote the availability of housing in the community.
9. To arrange for or cause to be provided the construction, expansion, or repair of public infrastructure including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, water mains, sanitary sewers, storm sewers, public utilities, bike and walking trails, landscaping, or other recreational facilities and activities in connection with urban renewal project which serve to revitalize the area and alleviate blighting conditions, or promote economic development in the Area.
10. To borrow money and to provide security therefor.
11. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
12. To use tax increment financing for a number of purposes, including but not limited to, achieving a more marketable and competitive land offering price and providing for necessary physical improvements and infrastructure.

13. To use tax increment revenues to help leverage grants, loans, or other assistance from state and federal governments (such as providing the local match for such assistance) in support of projects or businesses that advance the objectives of this Plan, as amended.
14. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Storm Lake and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan, as amended.

PREVIOUSLY AUTHORIZED URBAN RENEWAL PROJECTS

Various Urban Renewal Projects were authorized prior to this Amendment No. 7 and are continuing. Such previously authorized urban renewal projects include, but are not limited to:

- Honda Shop Development. This project was added in Amendment No. 2 and is no longer being pursued. As of this Amendment the project is being removed from the list of eligible projects.
- Meridian Manufacturing Development. This project was added in Amendment No. 3 and is no longer being pursued. As of this Amendment the project is being removed from the list of eligible projects.
- Condominium Redevelopment. This project was added in Amendment No. 3 and is being removed from the list of eligible projects. The FB Storm Lake II Condo Development Project authorized in Amendment No. 5 has replaced this project.
- McKenna Drive Water and Sewer. This project was added in Amendment No. 3 and is complete. The City has \$647,637.50 of outstanding certified debt remaining on this project.
- King's Pointe Resort, Project AWAY SIS. This project was added in Amendment No. 3 and is complete. The City has \$18,586,468 in certified debt currently outstanding on this project.
- Gold Wing Drive. This project was added in Amendment No. 3 and has not started as of this Amendment. The City still anticipates that the project will move forward over the next few years. With this Amendment the City is authorizing additional funds for this project. Please see the Eligible Urban Renewal Projects section on page 8.
- Memorial Road Resurfacing. This project was added with Amendment No. 3 and has not started as of this Amendment. The City anticipates that this project will still occur but costs for the project have increased. With this Amendment the City is authorizing additional funds for this project. Please see the Eligible Urban Renewal Projects section on page 9.
- Expansion Boulevard Storm Water Project. This project was added with Amendment No. 3 and as of this Amendment the project has been completed. The City has \$1,027,762 in outstanding debt related to this project.
- Expansion Boulevard Sanitary Sewer Project. This project was added with Amendment No. 3 and as of this Amendment has not yet been started. The City anticipates that this project will still occur but costs for the project have increased. With this Amendment the City is authorizing additional funds for the project. Please see the Eligible Urban Renewal Projects section on page 9.
- Acquisition and Demolition of Dilapidated Structures. This project was identified in Amendment No. 3 and is still ongoing at this time. The City expects to have a continued need for this project in the future. There is currently no outstanding debt that has been certified for this project.
- HWY 7 Development Agreements. This project was identified in Amendment No. 3 and is ongoing. There is no debt currently certified on this project.

- Orton Development, LLC. This project was added in Amendment No. 4 and is being removed from the list of eligible projects. The FB Storm Lake II Condo Development Project authorized in Amendment No. 5 has replaced this project.
- Entrance Roads and Sidewalk Along Sunrise Park Road. This project is underway, and the City anticipates that it will be completed in the next year or two. With this Amendment the City is authorizing additional funds for the project. Please see the Eligible Urban Renewal Projects section on page 9.
- FB Storm Lake II, LLC. This project was added in Amendment No. 5 and is ongoing. The City anticipates the project will continue over the next few years. Currently there is no debt certified on this project.
- King’s Pointe Remodel. The City added this project in Amendment No. 6. The project is ongoing and currently the City has outstanding certified debt of \$108,000 for this project. The project will continue over the next few years and additional debt is anticipated.
- Outdoor Waterpark Concrete. The City added this project in Amendment No. 6. The project is still ongoing. Currently the City has no certified debt outstanding on this project. The City anticipates the project will continue over the next few years.
- Memorial Park Storm Water Improvements. This project was added in Amendment No. 6 and still outstanding. There is currently no outstanding debt certified against this project. The City does anticipate that this project will continue.

Collectively, as of the date of this Amendment, certified debt on these projects is approximately \$20,492,565.50. Other previously authorized projects that have not yet begun are still planned as outlined in previous amendments and are expected to add to the amount of certified debt as they are undertaken.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 7)

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan, as previously amended, the eligible urban renewal projects under this Amendment No. 7 include:

1. Public Improvements.

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds	Rationale
Sanitary Sewer Lining Project	2019-2022	\$400,000	Improvements to the existing sanitary sewer collection system are needed to ensure a consistent and reliable utility by which to transport wastewater to Memorial Lift Station and ultimately the City’s wastewater treatment facility. The existing lines are older, and the City believes that lining the pipes at this time can prolong their life while reducing the impacts of inflow and infiltration to the system and businesses within the Area.
Water Line Extensions	2019-2022	\$200,000	To facilitate the future growth of the area, including the proposed project by Tyson Fresh Meats (or a related entity), the City needs to extend water mains to allow the City to service the new facilities and provide an adequate supply of water for fire protection.
Expansion Boulevard Road Improvements	2019-2022	\$700,000	The City anticipates additional heavy truck traffic coming in and out of the new Tyson Fresh Meats (or a related entity) feed mill facility. This project will improve the road surface to better facilitate the increased traffic and heavier loads.

Memorial Lift Station Improvements	2020-2025	\$2,500,000	The City anticipates utilizing available increment to provide for improvements to Memorial Lift Station. It was originally constructed in 1983, and is one of the City’s main lift stations responsible for delivering over half of the City’s sanitary sewer flow to their treatment plant, including serving the Urban Renewal Area. The lift station is in need of process improvements and rehabilitation of key elements to ensure that it can meet the demand of existing and proposed new developments in the Area.
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Project	Estimated Date	Estimated Cost to be Funded by TIF Funds	Rationale
Gold Wing Drive Frontage Road	2020-2026	\$700,000 (In addition to funds previously allocated in Amendment No. 3.)	This project would construct a new frontage road to improve access to and promote the future development of land owned by the City on the south side of HWY 7/Business HWY 71.
Memorial Road Resurfacing Project	2020-2026	\$1,100,000 (In addition to funds previously allocated in Amendment No. 3.)	This project will resurface an existing gravel road to a hard surface street more suitable for traffic common to developed areas. Recent developments in the area as well as future projected development will increase traffic on this road and the need for a hard surface street to eliminate costly maintenance and negative impacts to neighboring businesses.
Expansion Blvd. Sanitary Sewer from Gilbert Street to HWY 71 and along HWY 71.	2020-2030	\$1,800,000 (In addition to funds previously allocated in Amendment No. 3.)	The proposed project will extend municipal sanitary sewer service to the undeveloped portion of the City’s industrial park providing for the future development of the area and opening up additional area for future development along HWY 71. The project includes the construction of sanitary sewer collection mains and a lift station.
Sunrise Park Road Entrance Roads and Sidewalk.	2019-2021	\$450,000 (In addition to funds previously allocated in Amendment No. 5.)	The City is providing two-way access on City-owned property to a blight remediation project that will support growth of housing within the community.
Note: It may be that the above costs will be reduced by the application of state and/or federal grants or programs; cost-sharing agreements with other entities; or other available sources of funds.			

2. Development Agreements: The City expects to consider requests for Development Agreements for the following projects that are consistent with this Plan, in the City’s sole discretion.

A. *Tyson Fresh Meats (or a related entity):* The City expects to consider providing incentives to assist Tyson Fresh Meats (or a related entity) (the “developer”)in the development of a new feed mill processing facility. The new facility would replace their current facility which is located within a block of the central business district creating traffic flow issues along with noise and odor issues within the heart of the City. The developer is proposing to invest approximately \$37,000,000 in the new facility. The developer anticipates creating 15 new jobs and the retention of 12. Construction is expected to start in 2019 and be completed in 2020. The City anticipates making grants to the developer in the form of rebates of incremental taxes generated by the project, not to exceed \$250,000, subject to the terms and conditions of a detailed development agreement. These rebates will not be general obligations of the City but will be payable solely from the incremental taxes generated by the project.

B. *Future Development Agreements:* The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, as amended, in the City’s sole discretion. Such agreements are unknown at this time, but based on past history and dependent on development opportunities and climate the City expects to consider a broad range on incentives as authorized by this Plan, as amended, including, but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such development agreements will not exceed \$500,000.

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees & Costs	Undetermined	Not to Exceed \$25,000

FINANCIAL INFORMATION

1.	July 1, 2019 Constitutional Debt Limit:	\$25,068,438.00
2.	Outstanding General Obligation Debt:	\$19,820,582.00
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 7) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 7) as described above and be funded by TIF funds will be approximately as stated in the next column:	\$8,625,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the area.

DEVELOPMENT PLAN

Storm Lake has a general plan for the physical development of the City, as a whole, outlined in the Storm Lake Comprehensive Plan that was adopted by the City Council in February 2013. The goals, objectives, and projects proposed in this Urban Renewal Plan, as amended, are consistent with the City's Comprehensive Plan.

The Amendment No. 7 Subarea is in the process of being annexed into the City. Upon the completion of the annexation process the City is proposing that the land be zoned GI, General Industrial, which is appropriate for the proposed development.

This Amendment No. 7 does not in any way replace the City's current land use planning or zoning regulation process.

URBAN RENEWAL FINANCING

The City intends to utilize various financing tools, such as those described below, to successfully undertake eligible urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area, as amended. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements or urban renewal projects within the Area, as amended, or incentives for development consistent with this Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be that the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in the Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

PROPERTY ACQUISITION/DISPOSITION

Notwithstanding prior plan provisions, the City will follow any and all applicable requirements for the acquisition and disposition of property upon terms and conditions in the discretion of the City Council.

RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

PROPERTY WITHIN AN URBAN REVITALIZATION AREA

The Urban Renewal Area may (now or in the future) also be located within an established Urban Revitalization Area. The Storm Lake City Council, at its sole discretion, shall determine which incentives are available through either: (a) this Plan for urban renewal incentives, if any urban renewal incentives are offered by the City, at the City Council's sole discretion; or (b) tax abatement incentives through Urban Revitalization but no individual or entity shall be eligible for both (a) and (b).

STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform with State and local laws will be complied with by the City in implementing this Urban Renewal Plan, as amended, and its supporting documents.

AGRICULTURAL LAND

Because the Urban Renewal Area contains land that is defined as "agricultural land" by the *Code of Iowa* Section 403.17(3), the City and the agricultural land owner have entered into an agreement in which the agricultural land owner agrees to allow the City to include real property, defined as "agricultural land," in the Urban Renewal Area. A copy of this agreements is attached as Exhibit "D." The original signed agreements are on file at the City Clerk's office.

JOINT CITY/COUNTY AGREEMENT

In accordance with Section 403.17 of the *Code of Iowa*, a City may exercise urban renewal powers with respect to property which is located outside, but within two miles of the boundary of a City only if the City obtains the consent of the County within which such property is located. A Joint Agreement has been executed by the City of Storm Lake and Buena Vista County, which gives the City permission to include land, which is outside city limits, in the Storm Lake Industrial Park Urban Renewal Area. A copy of such Joint City/County Agreement is attached hereto as Exhibit "E." The original signed Joint Agreement is on file at City Hall.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed. If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

URBAN RENEWAL PLAN AMENDMENTS

The Urban Renewal Plan may be amended from time to time for a variety of reasons, including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

EFFECTIVE PERIOD

This Amendment No. 7 will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council.

There is no expiration date on the collection of tax increment in the Original Subarea because it is a mixed area for the remediation of blight and the promotion of economic development (commercial and industrial). With respect to the property included within the Amendment No. 7 Subarea, which is also included in an ordinance which designates that property as a tax increment area based on an economic development finding, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF Ordinance of the Amendment No. 7 Subarea.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out within the Urban Renewal area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A
LAND TO BE ADDED BY AMENDMENT NO. 7
STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA

LEGAL DESCRIPTION

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.

EXHIBIT B
STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA
MAP LAND ADDED BY AMENDMENT NO. 7

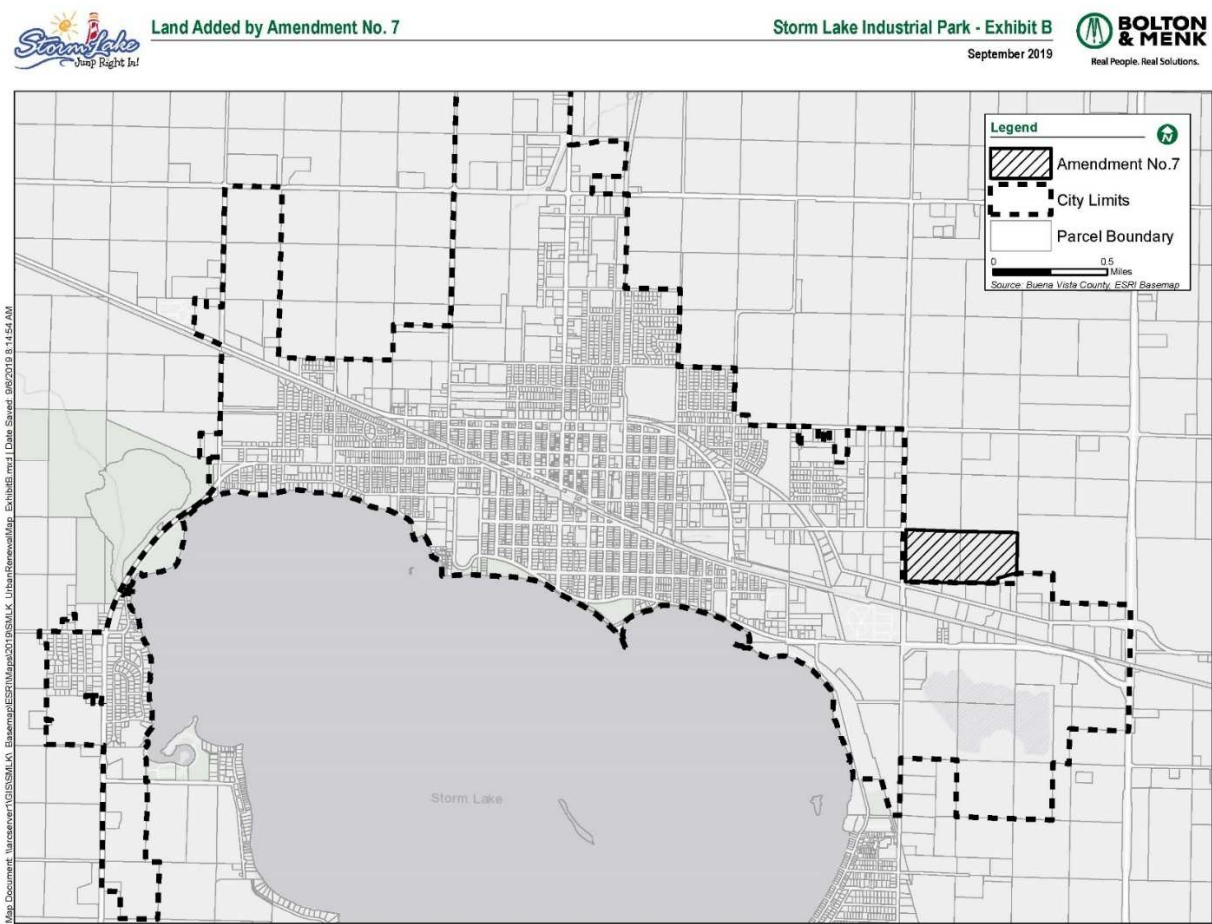


EXHIBIT C

STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA

MAP SHOWING ALL SUBAREAS (2019)

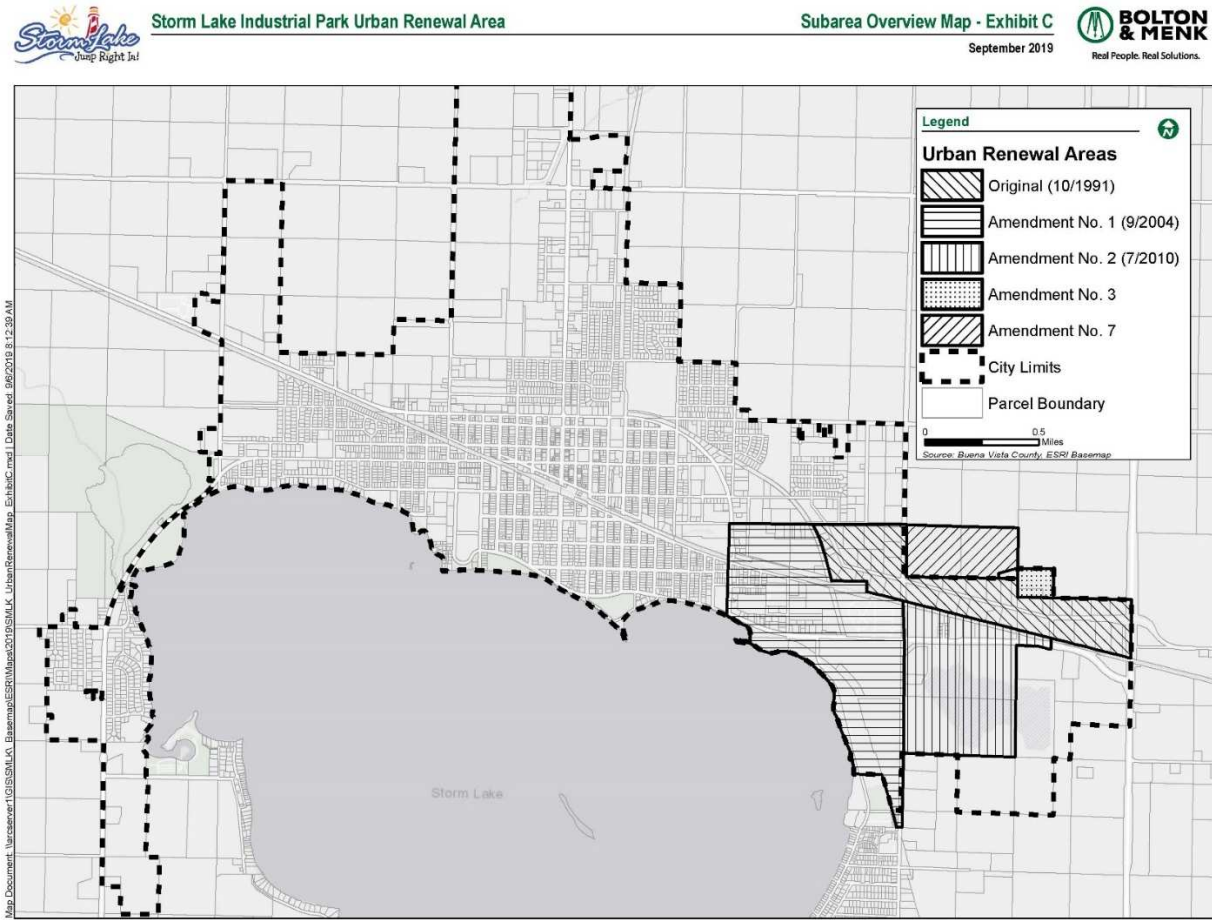


EXHIBIT D

AGRICULTURAL LAND CONSENT

**AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE
STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA, AS AMENDED**

WHEREAS, the City of Storm Lake, Iowa, (the “City”) has proposed to amend the Storm Lake Industrial Park Urban Renewal Plan (“Plan”) for the Storm Lake Industrial Park Urban Renewal Area (the “Urban Renewal Area”), pursuant to Chapter 403 of the *Code of Iowa*, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of land to be included in the Urban Renewal Area will contain certain property owned by the undersigned Agricultural Land Owner; and

WHEREAS, Section 403.17(10) of the *Code of Iowa* provides that no property may be included in an urban renewal area which meets the definition of “agricultural land,” in Section 403.17(3) until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that a portion of the property proposed to be added to the Urban Renewal Area and owned by the Agricultural Land Owner listed below meets the definition of “agricultural land” in Section 403.17(3) of the *Code of Iowa*;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain property proposed to be added to the Urban Renewal Area, as amended, and agrees that the City of Storm Lake, Iowa, may include such property within the Urban Renewal Area, as amended. A legal description and map of the agricultural land to which consent is being given is attached as part of this Exhibit.

2. The Agricultural Land Owner further authorizes the governing body of the City of Storm Lake, Iowa, to pass any resolution or ordinance necessary to designate such property as part of the Urban Renewal Area under Chapter 403 of the *Code of Iowa*, and to proceed with activities authorized under said Chapter.

DATED this _____ day of _____, 2019.

Name of Agricultural Landowner: Patrick L. Sand

Signature

Date: _____

Witness:

Date: _____

**LEGAL DESCRIPTION AND MAP OF LAND CONSENTED TO BE ADDED TO THE
STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA**

LEGAL DESCRIPTION

**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 (SW¼) 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 East 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.

MAP

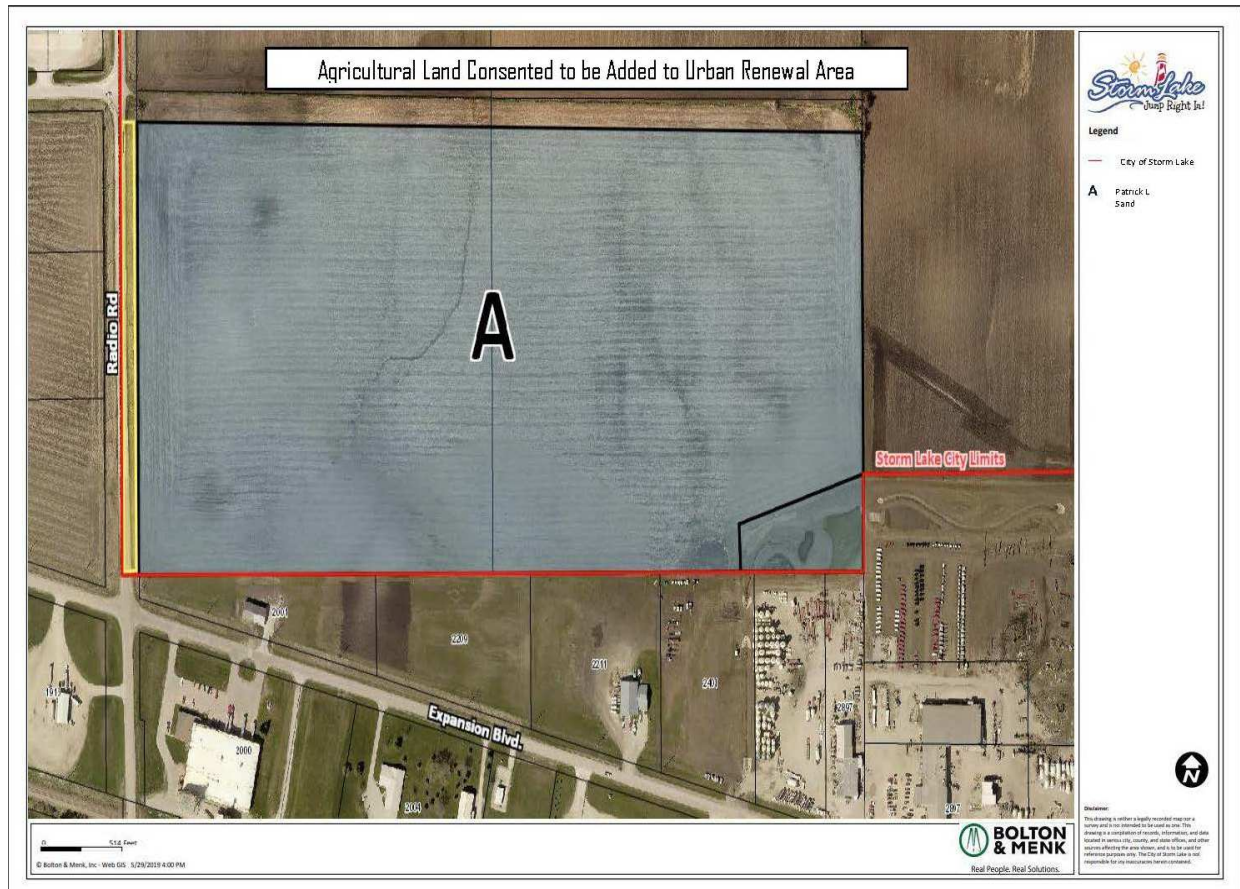


EXHIBIT E

JOINT AGREEMENT

WHEREAS, the City of Storm Lake, State of Iowa, (the "City") desires to amend an urban renewal area to include property within two miles, but outside the corporate limits, of the City for the purpose of participating in an urban renewal project; and

WHEREAS, the City Council of the City has reviewed the Storm Lake Industrial Park Urban Renewal Plan, as amended, for the Storm Lake Industrial Park Urban Renewal Area, as amended, and has determined that the amendment of the area by a proposed Amendment No. 7 to the Storm Lake Industrial Urban Renewal Plan, and completion of the projects described therein are in the best interests of the City; and

WHEREAS, Iowa Code Section 403.17(4) requires a "joint agreement" between the City and the County before the City can proceed with said project.

NOW THEREFORE, BUENA VISTA COUNTY, STATE OF IOWA AND THE CITY OF STORM LAKE, STATE OF IOWA, AGREE AS FOLLOWS:

1. The Board of Supervisors of Buena Vista County, State of Iowa hereby agrees and authorizes the City of Storm Lake, State of Iowa, to proceed with the amendment of the Storm Lake Industrial Park Urban Renewal Area as described in Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan, as amended, and the undertaking of urban renewal projects described therein within two miles, but outside the corporate limits, of the City.

2. This "joint agreement" is intended to meet the requirements of Iowa Code Chapter 403.17(4) with respect to the amendment of the Storm Lake Industrial Park Urban Renewal Area

in the City, to include property located within two miles, but outside the corporate limits, of the City, in the Urban Renewal Area.

3. This Joint Agreement has been duly authorized by the governing bodies of Buena Vista County, State of Iowa and the City of Storm Lake, State of Iowa.

PASSED AND APPROVED this _____ day of _____, 2019.

[Signature pages follow]

BUENA VISTA COUNTY, STATE OF IOWA

Paul Merten, Chairperson, Board of
Supervisors

ATTEST:

Susan K. Lloyd, County Auditor

STATE OF IOWA)
COUNTY OF BUENA VISTA) SS
)

On this _____ day of _____, 2019, before me a Notary Public in and for the State of Iowa, personally appeared Paul Merten and Susan K. Lloyd to me personally known, who being duly sworn, did say that they are the Chairperson and Secretary, respectively, of Buena Vista County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Secretary acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

Notary Public in and for Buena Vista County, Iowa

PASSED AND APPROVED this _____ day of _____, 2019.

CITY OF STORM LAKE, STATE OF IOWA

Michael Porsch, Mayor

ATTEST:

Mayra Martinez, City Clerk

STATE OF IOWA)
COUNTY OF BUENA VISTA) SS
)

On this _____ day of _____, 2019, before me a Notary Public in and for said County, personally appeared Michael Porsch and Mayra Martinez to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, State of Iowa, a Municipal Corporation, 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 Municipal Corporation, and that said instrument was signed and sealed on behalf of said

Municipal Corporation 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 Municipal Corporation by it voluntarily executed.

Notary Public in and for Buena Vista County, Iowa

Moved by Council Member Ibarra to approve 1st reading of Ordinance No. 03-O-2019-2020 Consideration of Ordinance for the Division of Revenue under Section 403.19, Code of Iowa, for Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

City Council Requested Items – none at this time

Mayor Porsch reminded everyone about the elections tomorrow and to make sure to vote.

Library Reception- Moved by Council Member Engelmann to recess the City Council meeting Council. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.
Meeting reconvened at the Storm Lake Library at 5:50 pm.

Adjournment – Moved by Council Member Rice to adjourn the meeting at 6:30pm. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
NOVEMBER 12, 2019 4:00 P.M.**

Present: Mayor Michael Porsch, Council Members Jose Ibarra (by phone, Dan Smith (by phone, Kevin McKinney, and Bruce Engelmann. Absent: Tyson Rice.

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, and City Clerk Mayra Martinez

Mayor Porsch called the meeting to order at 4:05 pm.

Pledge of Allegiance

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

Disclosure by City Council Members - none

Hear the Public – none

Consent Agenda -

FB Storm Lake II, LLC - Moved by Council Member McKinney to adopt Resolution No. 37-R-2019-2020 approving and authorizing execution of a collateral assignment of purchase, sale and Development Agreement regarding the Development Agreement between the City and FB Storm Lake II, LLC. Seconded by Council Member Smith. All ayes with Council Member Rice absent. Motion carried.

RESOLUTION NO. 37-R-2019-2020

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A COLLATERAL ASSIGNMENT OF
PURCHASE, SALE AND DEVELOPMENT AGREEMENT
REGARDING THE DEVELOPMENT AGREEMENT
BETWEEN THE CITY AND FB STORM LAKE II, LLC**

WHEREAS, the City of Storm Lake, Iowa (the “City”) and FB Storm Lake II, LLC, an Iowa limited liability company (the “Developer”) entered into an Agreement for Private Development dated October 31, 2016 (the “Agreement”), pursuant to which the Developer agreed to purchase property within the Storm Lake Industrial Park Urban Renewal Area from the City and construct certain the Minimum Improvements (as that term is defined in the Agreement) thereon, and the City agreed to make certain Economic Development Grants to the Developer, under the terms of the Agreement; and

WHEREAS, the Developer desires to enter into certain Loan Agreements with Lincoln Savings Bank, an Iowa state-chartered banking corporation (the “Lender”) and further desires, pursuant to the terms of a Collateral Assignment of Purchase, Sale and Development Agreement (the “Assignment”), to assign Developer’s rights and interests under the Agreement related to the payment of the Economic Development Grants to the Lender in connection therewith; and

WHEREAS, the Agreement requires the City’s consent before the Developer may assign its interests and rights under the Agreement pursuant to the terms of the Assignment.

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

Section 1. That the form and content of the Assignment, 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 Assignment 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 Assignment, the Mayor and 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 Assignment as executed.

PASSED AND APPROVED this 12th day of November, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Adjournment – Moved by Council Member Ibarra to adjourn the meeting at 4:15 pm. Seconded by Council Member Smith. Vote: All ayes with Council Member Rice absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Applicant License Application (LC0012546)

Name of Applicant: <u>Storm Lake Amvets Post No 66</u>		
Name of Business (DBA): <u>Amvets Club</u>		
Address of Premises: <u>616 Michigan St</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>5058800</u>
Business <u>(712) 732-2886</u>		
Mailing <u>616 Michigan St.</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>505880000</u>

Contact Person

Name <u>Jim Sheplear</u>	
Phone: <u>(712) 732-2886</u>	Email <u>llyoungdahl@yahoo.com;tmiller@colburnagency.</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 12/01/2019

Expiration Date: 11/30/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

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

Ownership

Palmer Olson

First Name: <u>Palmer</u>	Last Name: <u>Olson</u>	
City: <u>Storm Lake</u>	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>Director</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

John Massop

First Name: <u>John</u>	Last Name: <u>Massop</u>	
City: <u>Storm Lake</u>	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>Commander</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Illinois Union Insurance Company</u>	
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: October 7, 2019

REFERENCE: LIQUOR LICENSE RENEWAL
AMVETS CLUB
616 MICHIGAN ST

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

	9/21/2017 to 9/24/2018	9/25/2018 to 10/4/2019
INCIDENTS		
Accident	0	1
Ambulance Call	1	2
Animal Call	1	0
Bar Check	1	2
Business Security	2	2
Citizens Assist	1	0
Keys Locked in Car	1	0
PR/Talk/Presentation	1	0
Suspicious Person	1	0
Theft	1	0
Vehicle Stop	0	2
ARRESTS	0	0

Recommendation: Approval of liquor license.

Staff Summary

11/18/2019

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	\$ 9,907.06
Contract/Agreement	\$ 78,339.20
Local	\$ 95,902.24
Non- Local	\$ 123,912.61
Payroll/Refunds/Insurance	\$ 172,678.72
Total Expenses	\$ 480,739.83
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: 11/07/2019 - 11/20/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	BVC	City Wide Cleanup Recycling	3,920.00
Control Systems Specialists, LLC	BVC	Relay & Belt Repairs	1,246.53
Power Solutions, Inc	BVC	Fan Motor	658.37
Control Systems Specialists, LLC	BVC	Stack Damper on Boiler	523.92
Buena Vista County Solid Waste	BVC	City Wide Cleanup Recycling	355.00
Control Systems Specialists, LLC	BVC	HVAC Monthly Check	346.00
RR Electric LLC	BVC	Ballast Repairs	304.22
Buena Vista County Solid Waste	BVC	City Wide Cleanup Recycling	730.89
ProElect/ Professional Electronics	BVC	Fire Alarm Inspection	150.00
Buena Vista County Solid Waste	BVC	City Wide Cleanup Recycling	687.50
Control Systems Specialists, LLC	BVC	Boiler Service Call	295.50
Buena Vista County Solid Waste	BVC	Recycling Services	571.28
Buena Vista County Recorder	BVC	October 2019 Recording Fees	59.00
Buena Vista County Solid Waste	BVC	City Wide Cleanup Recycling	58.85
BVC Total:			9,907.06
Contract/Agreement			
Bolton & Menk, Inc	Contract/Agreement	Construction Services through 10/31/2019	32,614.00
I & S Group, Inc	Contract/Agreement	3D Scan & Design Service- Memorial LS	17,500.00
Bolton & Menk, Inc	Contract/Agreement	Engineering Services through 10/31/2019	18,672.00
Emmons & Olivier Resources, Inc	Contract/Agreement	Construction Services through 9/30/2019	3,224.75
Local Government Professionals Services, Inc	Contract/Agreement	13th Installment of 2nd Milestone- NRDG	2,500.00
Emmons & Olivier Resources, Inc	Contract/Agreement	Design Services through 9/30/2019	3,040.95
I & S Group, Inc	Contract/Agreement	General Engineering Services	787.50
Contract/Agreement Total:			78,339.20
Local			
MidAmerican Energy Company	Local	Electric Services	46,128.40
Star Energy, LLC	Local	Fuel	7,433.40
Jim Bartholomew	Local	October 2019 Airport Contract	10,903.88
Philip E Havens	Local	Legal Services	4,197.46
Central Bank	Local	October 2019 Purchases	3,280.95
Verizon Wireless Services LLC	Local	Cell Phone Service	2,837.60
King's Pointe Resort	Local	FY2020 ERD	2,593.26
Garbage Hauling Service Inc	Local	Garbage Service	2,163.75
Genesis Development	Local	Janitorial Services	2,000.00
Long Lines	Local	Phone Service	1,979.57
Iowa Office Supply Inc	Local	Paper	1,911.25
Larson Oil & Distributing Co, Inc	Local	Fuel for Generators	1,793.82
Alliant Energy	Local	Gas Services	1,115.52
Michael P. Reinert	Local	Sign Fabrication	955.00
Richard Phillips	Local	Spreader Truck Repairs	828.98
Smith Concrete Service Inc	Local	Concrete	755.00
Deere Credit, Inc	Local	Pin & Bearing	502.46
Rasmussen's Ford Inc	Local	Rotor Repairs	425.09
Storm Lake Ace Hardware	Local	Supplies	354.26
Iowa Office Supply Inc	Local	Office Supplies	249.24
Storm Lake Industrial Corporation	Local	Storm Lake Bucks	200.00
Builders FirstSource Inc	Local	Supplies	193.35
Iowa Office Supply Inc	Local	Envelopes	185.33
The Storm Lake Times	Local	October 2019 Publications	170.90
Michael Rust	Local	Boots- Muniz	329.90
Plumbing & Heating Wholesale, Inc	Local	PVC Supplies	148.14
Kelly Johnson	Local	October 2019 Punches	144.00
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	142.61

My Buy Local_v1
Payment Date Range: 11/07/2019 - 11/20/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Graham Tire	Local	Tire	141.77
Reding's Gravel & Excavating Co., Inc	Local	Rock	281.82
Dianne Johnson	Local	Bd & Disp Cats/Dogs	132.00
Qwest Corporation	Local	Phone Service	121.27
L & G Products, Inc	Local	Seed	121.00
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	226.41
Melanders TV & Appliances	Local	Dryer Repairs	100.51
Reding's Gravel & Excavating Co., Inc	Local	Scale Fees	99.00
Rent-All, Inc	Local	Core Drill Rental	90.00
Michael P. Reinert	Local	Pipe	78.75
Dennis R Julius	Local	October 2019 Entrance Mat Services	60.00
Builders FirstSource Inc	Local	Supplies	54.46
King's Pointe Resort	Local	11/11/2019 Lunch- Less Tax	52.75
Dennis R Julius	Local	Laundry Services	42.40
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	42.29
Graham Tire	Local	Tire Repairs	30.95
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	30.86
Rohr Manufacturing Services, Ltd	Local	Recharge Fire Extinguisher	30.80
Plumbing & Heating Wholesale, Inc	Local	Pipe	30.76
Builders FirstSource Inc	Local	Roof Repairs to Restroom	28.28
Mangold Environmental Testing, Inc	Local	Shipping Services	26.96
Iowa Office Supply Inc	Local	Office Supplies	25.03
Graham Tire	Local	Tire Repairs	48.38
Michael P. Reinert	Local	Press Shaft	20.00
Mangold Environmental Testing, Inc	Local	Shipping Services	19.86
Storm Lake Bakery	Local	Supplies	13.50
Plumbing & Heating Wholesale, Inc	Local	Supplies	12.93
Builders FirstSource Inc	Local	Adhesive	11.98
McCrea Enterprises	Local	Supplies	4.40
		Local Total:	95,902.24

Non-Local

Sioux City Fence LLC	Non-Local	New Gate System	41,712.00
EWT Holding III Corp	Non-Local	Bioxide	15,074.44
Electric Pump Inc	Non-Local	#3 ABS Pump at Casino LS Rebuild	17,734.62
Mississippi Lime Company	Non-Local	Lime	15,977.74
Pure Air Filtration	Non-Local	Casino LS Grease Pads & Supplies	3,854.94
NW Iowa Planning & Development Commi	Non-Local	SHIELD Draw FY2020	3,500.00
Heiman Inc	Non-Local	Uniform	1,890.13
Sioux Equipment Co, Inc	Non-Local	Jet A Pump Repairs	1,691.60
Axon Enterprises, Inc	Non-Local	Standard Cartridge	1,650.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,510.75
Mitchell Nasers	Non-Local	Lime Hauling Services	1,397.44
Ahlers & Cooney, P.C.	Non-Local	Amend #7 Ind Park Services	1,312.42
Dale Vitito	Non-Local	Uniforms	1,249.48
Demco, Inc	Non-Local	Ozobot Classroom Kit	1,218.88
Consolidated Fleet Services, Inc	Non-Local	Inspection Services	1,177.60
The Knox Company	Non-Local	Knox Boxes	1,063.00
Pulse Technology Partners LLC	Non-Local	Handheld Radar Unit	1,034.00
Ahlers & Cooney, P.C.	Non-Local	Legal Services	962.50
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	729.00
Engel Agri-Sales, Co	Non-Local	Mower Supplies	708.12
Karl Chevrolet, Inc	Non-Local	Light & Siren Control Installation	654.00
Digital Ally Inc	Non-Local	Body Cam Kit	615.00
W. W. Grainger, Inc	Non-Local	Float Switch	597.00
Electrical Engineering & Equipment Compa	Non-Local	Generator Annual Service	540.00
Getty Images (US), Inc.	Non-Local	Istock Subscription	518.75
Polk County Sheriff	Non-Local	Garnishment	460.71
Midwest Tape, LLC	Non-Local	DVD Cases	419.99
University Enterprises, Inc	Non-Local	Training Material- Tarin	392.00
Werner Sewer & Septic, LLC	Non-Local	Drain Repairs	314.85

My Buy Local_v1

Payment Date Range: 11/07/2019 - 11/20/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
W. W. Grainger, Inc	Non-Local	Motor	314.28
Brodart Co.	Non-Local	Books	444.28
Utility Supply of America, Inc	Non-Local	Caps	197.67
Midwest Tape, LLC	Non-Local	DVDs	182.68
Iowa Division of Labor	Non-Local	Operating Permit- CH	175.00
Brodart Co.	Non-Local	Books	166.48
W. W. Grainger, Inc	Non-Local	Motor	161.17
Alpha Wireless Communications	Non-Local	Microphone	141.75
Jeff Koenig	Non-Local	Portable Toilet Services	135.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	126.20
State and Federal Poster, Inc	Non-Local	Labor Law Posters	125.93
Pattlen Enterprises, Inc	Non-Local	Plate Bearing	120.20
Northwest Glass, Inc	Non-Local	Service Call	119.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	117.80
EBSCO Industries, Inc	Non-Local	Subscription	115.38
Pattlen Enterprises, Inc	Non-Local	Plate Bearing & Oil	106.34
Northwest Iowa League of Cities	Non-Local	10/24/2019 Meeting Registration	105.00
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
Municipal Emergency Services, Inc	Non-Local	Uniforms	92.48
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	87.00
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	84.16
Midwest Tape, LLC	Non-Local	DVDs	78.21
Stanard & Associates, Inc	Non-Local	Testing Forms	67.00
Ingram Library Services, Inc	Non-Local	Books	54.73
Midwest Tape, LLC	Non-Local	DVDs	39.98
Steven A Beeck	Non-Local	Window Cleaning Service	37.00
Cintas First Aid & Safety	Non-Local	First Aid Supplies	35.91
Midwest Tape, LLC	Non-Local	DVDs	33.99
Alpha Wireless Communications	Non-Local	Programming Services	32.00
CDW Government	Non-Local	Google Chrome License	23.94
Ingram Library Services, Inc	Non-Local	Books	22.36
Brodart Co.	Non-Local	Books	65.31
Ingram Library Services, Inc	Non-Local	Books	106.08
Brodart Co.	Non-Local	Books	13.19
Ingram Library Services, Inc	Non-Local	Books	12.24
Agiliti Health, Inc	Non-Local	Defibrillator Inspection	120.00
Brodart Co.	Non-Local	Books	8.98
Polk County Sheriff	Non-Local	Garnishment	7.71
Barnes & Noble Booksellers, USA Inc	Non-Local	Books Returned	-24.78
Non-Local Total:		123,912.61	
Payroll/Refunds			
Chris Cole	Payroll/Refunds	FY2020 IACP Conference	1,603.66
El Mariachi Family Restaurant LLC	Payroll/Refunds	FY2020 Liquor License Refund	633.75
Custodian of Petty Cash	Payroll/Refunds	Postage	151.29
Mark Prosser	Payroll/Refunds	Pro-Migrant Narrative Workshop Reimburse	87.00
Friends of the Library	Payroll/Refunds	October 2019 CC Receipts	25.75
Ruth Freese	Payroll/Refunds	October 2019 Homebound Deliveries	13.92
Payroll/Refunds Total:		2,515.37	
Grand Total:		310,576.48	



Storm Lake, IA

Project Activity vs Budget Report

By Project Number

Date Range: 11/07/2019 - 11/20/2019

Project Number	Project Name	Group	Type	Status				
01112-0019	WasteWater Treatment Facility Wetlands	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	
62100001-02	WWTP Engineering	195,000.00	11,470.59	165,147.74	2,111.45	167,259.19	27,740.81	
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
621-8065-09-6499	Contractual Services	11/18/2019	Design Services through 9/30/2019	Emmons & Olivier Resources, Inc	01112-0019-34	2,111.45		
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	625.59	7,651.02	384.70	8,035.72	2,599.28	
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
621-8065-09-6499	Contractual Services	11/18/2019	13th Installment of 2nd Milestone- NRDG	Local Government Professionals S...	2019-SC-0097	312.50		
621-8065-09-6499	Contractual Services	11/18/2019	October 2019 Publications	The Storm Lake Times	October 2019	72.20		
01112-0019 Total:		205,635.00	12,096.18	172,798.76	2,496.15	175,294.91	30,340.09	
Project Number	Project Name	Group	Type	Status				
01112-0020	10th & Ontario StormWater 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	
62100002-01	10th & Ontario Construction	1,432,754.21	84,279.67	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	18,441.18	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	441.18	4,490.62	312.50	4,803.12	2,696.88	
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
621-8065-09-6499	Contractual Services	11/18/2019	13th Installment of 2nd Milestone- NRDG	Local Government Professionals S...	2019-SC-0097	312.50		
01112-0020 Total:		1,753,754.21	103,162.03	1,733,684.68	312.50	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								
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
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	

Project Activity vs Budget Report
Date Range: 11/07/2019 - 11/20/2019

62100003-02	4th & Oats Engineering			137,000.00	8,058.82	115,514.11	3,224.75	118,738.86	18,261.14
GL Account Number	GL Account Name	Post Date	Description			Vendor Name	Item Number		Activity
621-8065-09-6499	Contractual Services	11/18/2019	Construction Services through 9/30/2019			Emmons & Olivier Resources, Inc	01112-0021-31		3,224.75
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	911.77	13,816.06	312.50	14,128.56	1,371.44
GL Account Number	GL Account Name	Post Date	Description			Vendor Name	Item Number		Activity
621-8065-09-6499	Contractual Services	11/18/2019	13th Installment of 2nd Milestone- NRDG			Local Government Professionals S...	2019-SC-0097		312.50
01112-0021 Total:				837,480.15	49,263.54	129,330.17	3,537.25	132,867.42	704,612.73
Project Number	Project Name	Group				Type	Status		
16-19284	4th & Barton Storm Water Improvements	National Resiliency Disaster Grant Projects				Federal/State Grant	Active		
Expenses					Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name			Total Budget					
62100004-02	4th & Barton SW Improvements			118,500.00	6,970.59	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	441.18	4,490.62	312.50	4,803.12	2,696.88
GL Account Number	GL Account Name	Post Date	Description			Vendor Name	Item Number		Activity
621-8065-09-6499	Contractual Services	11/18/2019	13th Installment of 2nd Milestone- NRDG			Local Government Professionals S...	2019-SC-0097		312.50
16-19284 Total:				126,000.00	7,411.77	68,277.12	312.50	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					Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name			Total Budget					
30100005-01	UHC Service Center- Construction			580,000.00	29,000.00	121,595.00	0.00	121,595.00	458,405.00
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	1,000.00	4,000.00	0.00	4,000.00	16,000.00
18-CF-004 Total:				600,000.00	30,000.00	125,595.00	0.00	125,595.00	474,405.00
Project Number	Project Name	Group				Type	Status		
19-22797	Memorial Lift Station Improvements	Sanitary Sewer Projects				Construction	Active		
Expenses					Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name			Total Budget					
61100002-01	Memorial LS Improvement- Construction			61,835.00	3,091.75	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	16,150.00	25,000.00	17,500.00	42,500.00	280,500.00
GL Account Number	GL Account Name	Post Date	Description			Vendor Name	Item Number		Activity
611-8017-09-6799	Undesignated Capital	11/18/2019	3D Scan & Design Service- Memorial LS			I & S Group, Inc	60734		17,500.00

Project Activity vs Budget Report

Date Range: 11/07/2019 - 11/20/2019

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	940.00	0.00	0.00	0.00	18,800.00
19-22797 Total:		403,635.00	20,181.75	25,000.00	17,500.00	42,500.00	361,135.00
Project Number 35665	Project Name 1st & Mae Street	Group National Resiliency Disaster Grant Projects		Type Federal/State Grant		Status Active	
Expenses			Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key 62100006-01	Account Name 1st & Mae SW Construction	Total Budget 674,382.59	39,669.56	608,824.64	0.00	608,824.64	65,557.95
Account Key 62100006-02	Account Name 1st & Mae SW Engineering	Total Budget 180,000.00	10,588.24	108,490.69	0.00	108,490.69	71,509.31
Account Key 62100006-03	Account Name 1st & Mae SW Legal/Admin	Total Budget 13,500.00	794.12	10,490.63	312.50	10,803.13	2,696.87
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 11/18/2019	Description 13th Installment of 2nd Milestone- NRDG	Vendor Name Local Government Professionals S...	Item Number 2019-SC-0097	Activity 312.50	
35665 Total:		867,882.59	51,051.92	727,805.96	312.50	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			Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key 62100008-01	Account Name 7th & Geneseo Construction	Total Budget 348,446.35	20,496.84	348,446.35	0.00	348,446.35	0.00
Account Key 62100008-02	Account Name 7th & Geneseo Engineering	Total Budget 45,360.00	2,668.24	45,360.00	0.00	45,360.00	0.00
Account Key 62100008-03	Account Name 7th & Geneseo Legal/Admin	Total Budget 16,500.00	970.59	13,490.63	312.50	13,803.13	2,696.87
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 11/18/2019	Description 13th Installment of 2nd Milestone- NRDG	Vendor Name Local Government Professionals S...	Item Number 2019-SC-0097	Activity 312.50	
8406 Total:		410,306.35	24,135.67	407,296.98	312.50	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			Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key 61100001-01	Account Name Casino LS Odor Control- Construction	Total Budget 185,104.58	11,569.03	166,849.45	0.00	166,849.45	18,255.13
Account Key 61100001-02	Account Name Casino LS Odor Control- Engineering	Total Budget 70,000.00	4,375.00	63,000.00	0.00	63,000.00	7,000.00

Project Activity vs Budget Report

Date Range: 11/07/2019 - 11/20/2019

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	1,702.08	71.68	1,773.76	-1,773.76
GL Account Number	GL Account Name	Post Date	Description		Vendor Name	Item Number		Activity
610-8016-09-6499	Contractual Services	11/18/2019	Legal Services		Philip E Havens	290- October 2019		71.68
A21.117315 Total:			255,104.58	15,944.03	231,551.53	71.68	231,623.21	23,481.37
Project Number	Project Name	Group			Type		Status	
New	Highway 7/110 Traffic Lane/Signalization	Street Construction			Construction		Active	
Expenses				Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name		Total Budget					
30100006-01	HWY 7/110 Traffic Control- Construction		1,192,000.00	42,571.43	0.00	0.00	0.00	1,192,000.00
Account Key	Account Name		Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100006-02	HWY 7/110 Traffic Control- Engineering		298,000.00	10,642.86	0.00	0.00	0.00	298,000.00
New Total:			1,490,000.00	53,214.29	0.00	0.00	0.00	1,490,000.00
Project Number	Project Name	Group			Type		Status	
New 2	FEMA Lake Bank Restoration	Economic Development			Federal/State Grant		Active	
Expenses				Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name		Total Budget					
30100007-02	Lake Bank Restoration- Engineering		48,690.00	3,246.00	0.00	13,600.00	13,600.00	35,090.00
GL Account Number	GL Account Name	Post Date	Description		Vendor Name	Item Number		Activity
301-6900-08-6799	Undesignated Capital	11/18/2019	Engineering Services through 10/31/2019		Bolton & Menk, Inc	0241742		13,600.00
New 2 Total:			48,690.00	3,246.00	0.00	13,600.00	13,600.00	35,090.00
Project Number	Project Name	Group			Type		Status	
New 4	Runway 13/31 & Taxiway Lighting	Airport Projects			Construction		Active	
Expenses				Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name		Total Budget					
30100008-02	Runway 13/31 & Taxiway- Engineering		97,900.00	6,992.86	0.00	0.00	0.00	97,900.00
New 4 Total:			97,900.00	6,992.86	0.00	0.00	0.00	97,900.00
Project Number	Project Name	Group			Type		Status	
P11.106893	Richland Street Rehabilitation	Street Construction			Construction		Active	
Expenses				Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name		Total Budget					
30100001-01	Richland St Construction		464,969.30	25,831.63	464,969.30	0.00	464,969.30	0.00
Account Key	Account Name		Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100001-02	Richland St Engineering		84,180.00	4,676.67	75,253.25	0.00	75,253.25	8,926.75
P11.106893 Total:			549,149.30	30,508.30	540,222.55	0.00	540,222.55	8,926.75

Project Activity vs Budget Report

Date Range: 11/07/2019 - 11/20/2019

Project Number	Project Name	Group	Type	Status				
P11.112742	North Central SW Phase II	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	
62100007-01	NCSW Ph II Construction	1,595,092.00	93,828.94	1,595,092.00	0.00	1,595,092.00	0.00	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100007-02	NCSW Ph II Engineering	273,000.00	16,058.82	251,849.25	0.00	251,849.25	21,150.75	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100007-03	NCSW Ph II Admin/Legal	7,500.00	441.18	4,643.63	312.50	4,956.13	2,543.87	
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
621-8065-09-6499	Contractual Services	11/18/2019	13th Installment of 2nd Milestone- NRDG	Local Government Professionals S...	2019-SC-0097	312.50		
P11.112742 Total:		1,875,592.00	110,328.94	1,851,584.88	312.50	1,851,897.38	23,694.62	
Project Number	Project Name	Group	Type	Status				
P11.113934	3rd Addition Phase III	Economic Development	Construction	Finished				
Expenses								
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
12500001-01	3rd Addition Ph III Construction	465,050.20	25,836.13	465,050.20	0.00	465,050.20	0.00	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
12500001-02	3rd Addition Ph III- Engineering	50,500.00	2,805.56	79,228.00	0.00	79,228.00	-28,728.00	
P11.113934 Total:		515,550.20	28,641.69	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								
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100005-02	Memorial Park WQ Engineering	45,668.00	1,574.76	43,239.50	0.00	43,239.50	2,428.50	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100005-03	Memorial Park WQ Legal/Admin	7,500.00	258.62	4,490.63	312.50	4,803.13	2,696.87	
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
621-8065-09-6499	Contractual Services	11/18/2019	13th Installment of 2nd Milestone- NRDG	Local Government Professionals S...	2019-SC-0097	312.50		
P11.115917 Total:		53,168.00	1,833.38	47,730.13	312.50	48,042.63	5,125.37	
Project Number	Project Name	Group	Type	Status				
P11.117908	Michigan Street Parking Lot Reconstruction	Street Construction	Construction	Active				
Expenses								
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
30100003-01	Michigan St Parking Construction	326,907.00	20,431.69	0.00	0.00	0.00	326,907.00	

Project Activity vs Budget Report

Date Range: 11/07/2019 - 11/20/2019

Account Key	Account Name		Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100003-02	Michigan St Parking Engineering		82,390.00	5,149.38	55,982.00	32,614.00	88,596.00	-6,206.00
GL Account Number	GL Account Name	Post Date	Description		Vendor Name	Item Number		Activity
301-6900-08-6799	Undesignated Capital	11/18/2019	Construction Services through 10/31/2019		Bolton & Menk, Inc	0241718		32,614.00
Account Key	Account Name		Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100003-03	Michigan St Parking Legal/Admin		0.00	0.00	535.40	0.00	535.40	-535.40
P11.117908 Total:			409,297.00	25,581.07	56,517.40	32,614.00	89,131.40	320,165.60
Project Number	Project Name	Group			Type		Status	
P11.118940	Oneida Street Reconstruction from RR to Milw	Street Construction			Construction		Active	
Expenses								
Account Key	Account Name		Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100004-02	Oneida to Milwaukee Eng		388,300.00	13,867.86	173,432.50	0.00	173,432.50	214,867.50
P11.118940 Total:			388,300.00	13,867.86	173,432.50	0.00	173,432.50	214,867.50
Project Number	Project Name	Group			Type		Status	
T51.115389	Rehabilitate Connector Apron	Airport Projects			Federal/State Grant		Finished	
Expenses								
Account Key	Account Name		Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100002-01	Apron Rehab- Construction		75,492.00	0.00	75,492.00	0.00	75,492.00	0.00
Account Key	Account Name		Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget 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	12,096.18	172,798.76	2,496.15	175,294.91	30,340.09
01112-0020	10th & Ontario StormWater Improvem...	1,753,754.21	103,162.03	1,733,684.68	312.50	1,733,997.18	19,757.03
01112-0021	4th & Oats StormWater Improvements	837,480.15	49,263.54	129,330.17	3,537.25	132,867.42	704,612.73
16-19284	4th & Bartion Storm Water Improvemen...	126,000.00	7,411.77	68,277.12	312.50	68,589.62	57,410.38
18-CF-004	United Community Health Service Center	600,000.00	30,000.00	125,595.00	0.00	125,595.00	474,405.00
19-22797	Memorial Lift Station Improvements	403,635.00	20,181.75	25,000.00	17,500.00	42,500.00	361,135.00
35665	1st & Mae Street	867,882.59	51,051.92	727,805.96	312.50	728,118.46	139,764.13
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	24,135.67	407,296.98	312.50	407,609.48	2,696.87
A21.117315	Casino Lift Station Ordor Control Impro...	255,104.58	15,944.03	231,551.53	71.68	231,623.21	23,481.37
New	Highway 7/110 Traffic Lane/Signalization	1,490,000.00	53,214.29	0.00	0.00	0.00	1,490,000.00
New 2	FEMA Lake Bank Restoration	48,690.00	3,246.00	0.00	13,600.00	13,600.00	35,090.00
New 4	Runway 13/31 & Taxiway Lighting	97,900.00	6,992.86	0.00	0.00	0.00	97,900.00
P11.106893	Richland Street Rehabilitation	549,149.30	30,508.30	540,222.55	0.00	540,222.55	8,926.75
P11.112742	North Central SW Phase II	1,875,592.00	110,328.94	1,851,584.88	312.50	1,851,897.38	23,694.62
P11.113934	3rd Addition Phase III	515,550.20	28,641.69	544,278.20	0.00	544,278.20	-28,728.00
P11.115917	Memorial Park Water Quality	53,168.00	1,833.38	47,730.13	312.50	48,042.63	5,125.37
P11.117908	Michigan Street Parking Lot Reconstruct...	409,297.00	25,581.07	56,517.40	32,614.00	89,131.40	320,165.60
P11.118940	Oneida Street Reconstruction from RR t...	388,300.00	13,867.86	173,432.50	0.00	173,432.50	214,867.50
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	587,461.28	6,939,293.36	71,694.08	7,010,987.44	3,980,644.44

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	202,087.50	6,992.86	104,187.50	0.00	104,187.50	97,900.00
Economic Development	1,164,240.20	61,887.69	669,873.20	13,600.00	683,473.20	480,767.00
National Resiliency Disaster Grant Proje...	6,129,818.30	359,283.43	5,138,508.68	7,908.40	5,146,417.08	983,401.22
Sanitary Sewer Projects	658,739.58	36,125.78	256,551.53	17,571.68	274,123.21	384,616.37
Street Construction	2,836,746.30	123,171.52	770,172.45	32,614.00	802,786.45	2,033,959.85
Report Total:	10,991,631.88	587,461.28	6,939,293.36	71,694.08	7,010,987.44	3,980,644.44

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	4,108,936.08	194,931.85	1,571,002.18	50,185.68	1,621,187.86	2,487,748.22
Federal/State Grant	6,282,695.80	362,529.43	5,242,696.18	21,508.40	5,264,204.58	1,018,491.22
Grant	600,000.00	30,000.00	125,595.00	0.00	125,595.00	474,405.00
Report Total:	10,991,631.88	587,461.28	6,939,293.36	71,694.08	7,010,987.44	3,980,644.44

Staff Summary

11/18/2019

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: Mark Prosser, Public Safety Director

SUBJECT: **SLPD Code Enforcement Summary**

BACKGROUND: 10-31-2019 through 11-13-2019

Total Contacts	35
Accumulated Junk	14
Accumulated Trash	9
Junk Vehicles	6
Tall Grass/Weeds	2
Used Tires	3
Citations	1

FISCAL IMPACT: None

RECOMMENDATION: No Action Necessary

Staff Summary

11/18/2019

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: David Derragon, Assistant City Manager

SUBJECT: **Approval of Temporary Work Space Easements for 2020 Street & Utility Improvements (Oneida Street Reconstruction Project Phase One)**

BACKGROUND: This project provides for the reconstruction of Oneida Street from Hwy 7 (Milwaukee Avenue) to East Railroad Street in the City. Project includes removal and replacement of a 70+ year old collector street in a 100 foot right of way with a new roadway designed to carry the current traffic loading. The roadway is beyond its useful life and requires substantial patching and other repairs yearly. The corridor has heavy commercial and industrial and is also a main north-south corridor in the community. The project will consist of complete removal and replacement of approximately 2,200 feet of 31 foot wide roadway with replacement using a 31 foot wide PCC pavement, 7" thick on a modified subgrade with subdrains.

No permanent easements or right of way acquisition is anticipated with the project. Temporary work space easements are necessary and will be minimal in the space required and also the cost. Independent appraisal of the value of each work space easement is being completed and will be available the week of November 18, 2019. To stay on track with the Iowa DOT bid process and schedule, temporary work space easements must be approved by November 19, 2019 with assurance to Iowa DOT that this step is completed. It is anticipated that property owners are agreeable to the road improvements and temporary work space easements. Staff is working to acquire signatures by November 18, 2019.

City Council action will approve the thirty-three (33) temporary work space easements with the appropriate payment as determined by an independent third party appraisal. Specific

easements are identified in the included attachment.

FISCAL IMPACT:

At the time of grant application, the total project cost was estimated to be \$1,800,000. Of this amount, \$1,193,700 will be local match money funded from Road Use, Franchise Fee, and LOST funds. The City of Storm Lake has received STP funds in the amount of \$594,300 with this application. As inflation will affect final cost, any increase to the final bid cost will be included in the FY 2021 budget.

RECOMMENDATION:

Staff recommends that Council approve the thirty-three (33) temporary work space easements for independently determined appraisal value for the 2020 Street & Utility Improvements (Oneida Street Reconstruction Project Phase One) as identified and included in the attachment.

ATTACHMENTS:

Description	Type
 Temporary Work Space Easements	Backup Material

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Eugenio Andrade and Maria del Carmen Rivera, husband and wife, together referred to herein as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 feet of Lot 17, Block 58, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

Eugenio Andrade

By _____

Michael Porsch, Mayor

Maria del Carmen Rivera

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Eugenio Andrade and Maria del Carmen Rivera, husband and wife.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Kenneth A. Armstrong, as Trustee of the Kenneth A. Armstrong and Betty J. Armstrong Family Trust U/A Dated February 7, 2013, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 feet of Part of Lot 7, Block 57, in the First Addition to the City of Storm Lake, Iowa, excepting therefrom the North 60 feet thereof,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

GRANTOR:

Kenneth A. Armstrong, Trustee of the
Kenneth A. Armstrong and Betty J.
Armstrong Family Trust U/A Dated
February 7, 2013

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by Kenneth A. Armstrong, as Trustee of the Kenneth A. Armstrong and Betty J. Armstrong Family Trust U/A Dated February 7, 2013.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019,
by and between Martin Banuelos and Oralia Banuelos, also known as Oralia Carillo Banuelos,
husband and wife, together referred to herein as Grantor, and the City of Storm Lake, Iowa, a
municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable
consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys
to Grantee, its successors and assigns a right-of-way over, across, and on the following described
real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 feet of Lot 8, Block 59, First Addition to the City of Storm Lake,
Iowa

AND

The West 5.00 feet of Lot 11, Block 60, First Addition to the City of Storm Lake,
Iowa,

which shall be used as temporary work space for construction of utility improvements in the City
of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This

right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

Martin Banuelos

By _____
Michael Porsch, Mayor

Oralia Banuelos

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by Martin Banuelos and Oralia Banuelos, a/k/a Oralia Carrillo Banuelos, husband and wife.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019,
by and between Somboun Bounyavouth, herein referred to as Grantor, and the City of Storm Lake,
Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 15.00 Feet of Lot 6, Block 59, First Addition to the City of Storm Lake,
Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Somboun Bounyavouth

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Somboun Bounyavouth.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019,
by and between Anna N. De Funk, a/k/a Anna K. Funk, herein referred to as Grantor, and the City
of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable
consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys
to Grantee, its successors and assigns a right-of-way over, across, and on the following described
real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 13, Block 58, First Addition to the City of Storm Lake,
Iowa,

which shall be used as temporary work space for construction of utility improvements in the City
of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This
right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Anna N. De Funk

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Anna N. De Funk, a/k/a Anna K. Funk.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Luis Enrique Flores Banda, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 8, Block 60, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Luis Enrique Flores Banda

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Luis Enrique Flores Banda.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Jose Flores and Martina Reymundo-Flores, husband and wife, together referred to herein as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 feet of the South 45 feet of Lot 10, Block 57, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

Jose Flores

By _____
Michael Porsch, Mayor

Martina Reymundo-Flores

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by Jose Flores and Martina Reymundo-Flores, husband and wife.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019,
by and between G F Land Partnership, herein referred to as Grantor, and the City of Storm Lake,
Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The East 5.00 Feet of the following described tract of land:

A part of Lots 3, 4, and 5, Block 19, Original Town of Storm Lake, Iowa lying East of the Easterly Spur Track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, more fully described as follows: Commencing at the Northeast Corner of said Block 19; thence South 00 degrees 00 minutes 00 seconds East along the East line of said Block 19, 140.00 Feet to the Point of Beginning, thence continuing South 00 degrees 00 minutes 00 seconds East along the East line of said Block 19, 120.00 Feet; thence South 89 degrees 58 minute 00 seconds West 61.55 Feet to a point which is 8.50 Feet normally distant from the centerline of said spur track, thence North 00 degrees 00 minutes 00 seconds West 120.00 Feet along a line which is 8.50 feet normally distant from and parallel to said spur track, thence North 89 degrees 58 minutes 00 seconds East 61.55 Feet to the Point of Beginning,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

GRANTOR:

G F LAND PARTNERSHIP

By: _____
Brad D. Price, General Partner
G F Land Partnership
ROC Management and Associates
3000 - 8th Street
Spirit Lake, IA 51360

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on the ____ day of _____, 2019, by
Brad D. Price, as General Partner of G F Land Partnership.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019,
by and between Ronald E. Hinnners and Carolyn L. Hinnners, herein referred to as Grantor, and the
City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable
consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys
to Grantee, its successors and assigns a right-of-way over, across, and on the following described
real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 14, Block 60, First Addition to the City of Storm Lake,
Iowa,

which shall be used as temporary work space for construction of utility improvements in the City
of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This
right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Ronald E. Hinners

ATTEST:

Carolyn L. Hinners

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Ronald E. Hinners and Carolyn L. Hinners.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019,
by and between JOLANECO LLC, an Iowa Limited Liability Company, herein referred to as
Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable
consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys
to Grantee, its successors and assigns a right-of-way over, across, and on the following described
real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 11, and the West 5.00 Feet of the North 15 Feet of Lot
10, all in Block 57, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City
of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This
right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

JOLANECO LLC

By _____
Michael Porsch, Mayor

Tyson Rice, Managing Member

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Tyson Rice, as Managing Member of JOLANECO LLC.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Gregory Lucht, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 4, Block 61, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Gregory Lucht

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Gregory Lucht.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Fernando Madrigal and Maria Isabel Madrigal, husband and wife, together referred to herein as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 feet of Lot 10, Block 60, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

Fernando Madrigal

By

Michael Porsch, Mayor

Maria Isabel Madrigal

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Fernando Madrigal and Maria Isabel Madrigal, husband and wife.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019,
by and between Eva M. Maldonado, herein referred to as Grantor, and the City of Storm Lake,
Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 13, Block 60, First Addition to the City of Storm Lake,
Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Eva M. Maldonado

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Eva M. Maldonado.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019,
by and between Hai Thanh Nguyen and Le Vo, husband and wife, together referred to herein as
Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable
consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys
to Grantee, its successors and assigns a right-of-way over, across, and on the following described
real estate in Buena Vista County, Iowa, to-wit:

The West 9.00 feet of Lot 7, Block 59, First Addition to the City of Storm Lake,
Iowa,

which shall be used as temporary work space for construction of utility improvements in the City
of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This
right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

Hai Thanh Nguyen

By _____
Michael Porsch, Mayor

Le Vo

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Hai Thanh Nguyen and Le Vo, husband and wife.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between David K. Peterson, as Trustee of the Peterson Family Trust, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 18, Block 58, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

GRANTOR:

David K. Peterson, as Trustee of the Peterson Family Trust

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by David K. Peterson, as Trustee of the Peterson Family Trust.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019,
by and between Jaime A. Quintanilla and Maria Quintanilla, husband and wife, together referred
to herein as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred
to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable
consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys
to Grantee, its successors and assigns a right-of-way over, across, and on the following described
real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 12, Block 58, First Addition to the City of Storm Lake,
Iowa

AND

The West 5.00 Feet of Lot 9, Block 59, First Addition to the City of Storm Lake,
Iowa,

which shall be used as temporary work space for construction of utility improvements in the City
of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This

right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

Jaime A. Quintanilla

By _____
Michael Porsch, Mayor

Maria Quintanilla

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Jaime A. Quintanilla and Maria Quintanilla, husband and wife.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Evelyn Ramirez, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 16, Block 58, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Evelyn Ramirez

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Evelyn Ramirez.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019,
by and between Linda J. Reckamp and Ricky A. Reckamp, together referred to herein as Grantor,
and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 feet of the North 60.00 feet of Lot 7, Block 57, First Addition to the
City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

Linda J. Reckamp

By

Michael Porsch, Mayor

Ricky A. Reckamp

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Linda J. Reckamp and Ricky A. Reckamp.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Eleuterio Rios, Jr. and Maria Adilia Rios, husband and wife, together referred to herein as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 feet of Lot 9, Block 57, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

Eleuterio Rios, Jr.

By _____
Michael Porsch, Mayor

Maria Adilia Rios

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Eleuterio Rios, Jr. and Maria Adilia Rios, husband and wife.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Rohr Manufacturing Services, Ltd, also known as Rohr Manufacturing Services, LTD, an Iowa Corporation, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The East 5.00 feet of the North 50.00 feet of Lot 3, Block 19, Original City of Storm Lake, Iowa,

AND

The West 5.00 feet of the East 60.05 feet of the North 140.00 feet of Lots 1, 2, and 3, Block 19, Original City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This

right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

ROHR MANUFACTURING SERVICES,
LTD.

By _____
Michael Porsch, Mayor

Lance R. Rohr, President and Secretary

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Lance R. Rohr, as President and Secretary of Rohr Manufacturing Services, Ltd.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Frank X. Rolon and Flor M. Rolon, husband and wife, together referred to herein as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 feet of Lot 9, Block 60, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

Frank X. Rolon

By _____
Michael Porsch, Mayor

Flor M. Rolon

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by Frank X. Rolon and Flor M. Rolon, husband and wife.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Douglas M. Schull, Daniel R. Schull, Deborah S. Wilshusen, and Clare W. Schull, together referred to herein as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 30.0 feet of the East 90.05 feet of Lots 1, 2 and 3, and the East 30.0 feet of the West 90.05 feet of the North 40.0 feet of Lot 4, all in Block 19, Original City of Storm Lake, Iowa, EXCEPTING THEREFROM all that portion lying within the tract of land deeded to G F Land Partnership by Warranty Deed recorded and described in the Buena Vista County Recorder's office dated April 29, 2016 in Fee Book 161171,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

Douglas M. Schull

By _____
Michael Porsch, Mayor

Clare W. Schull

ATTEST:

Daniel R. Schull

Mayra A. Martinez, City Clerk

Deborah S. Wilshusen

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the ____ day of _____, 2019, by
Clare W. Schull.

Notary Public in and for the State of Iowa

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the ____ day of _____, 2019, by
Douglas M. Schull.

Notary Public in and for the State of Iowa

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the ____ day of _____, 2019, by
Daniel R. Schull.

Notary Public in and for the State of Iowa

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the ____ day of _____, 2019, by
Deborah S. Wilshusen.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Ivan Schwaller, as Trustee of the Schwaller Revocable Trust, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 14, Block 58, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

Ivan Schwaller, as Trustee of the Schwaller Revocable Trust

By _____
Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Ivan Schwaller, as Trustee of the Schwaller Revocable Trust.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Ivan Schwaller, as Trustee of the Schwaller Revocable Trust, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 14, the West 5.00 feet of Lot 15, and the West 5.00 Feet of Lot 20, all in Block 58, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

Ivan Schwaller, as Trustee of the Schwaller
Revocable Trust

By _____
Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Ivan Schwaller, as Trustee of the Schwaller Revocable Trust.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019,
by and between Storm Lake Community School District, herein referred to as Grantor, and the
City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable
consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys
to Grantee, its successors and assigns a right-of-way over, across, and on the following described
real estate in Buena Vista County, Iowa, to-wit:

The East 5.00 Feet of Lot 6, and the East 5.00 Feet of the South 10.30 Feet of Lot
5, all in Block 19, Original Plat of Storm Lake, Iowa

AND

The East 5.00 feet of Lot 10, Block 19, Original Plat of Storm Lake, Iowa,
which shall be used as temporary work space for construction of utility improvements in the City
of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This
right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

STORM LAKE COMMUNITY SCHOOL
DISTRICT

By: _____
Michael Porsch, Mayor

By: _____
Peter Steinfeld, President, Board of
Education

ATTEST:

ATTEST:

Mayra A. Martinez, City Clerk

Trudy Pedersen, Board Secretary

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by Peter Steinfeld and Trudy Pedersen, as President and Secretary of the Storm Lake Community School District Board of Education.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Nicholas M. Snyder and Angela J. Snyder, husband and wife, together referred to herein as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 10, Block 59, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

Nicholas M. Snyder

By _____
Michael Porsch, Mayor

Angela J. Snyder

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Nicholas M. Snyder and Angela J. Snyder, husband and wife.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Sara Tejeda, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lots 21 and 22, Block 58, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Sara Tejada

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Sara Tejada.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019,
by and between Juan Louis Venegas, herein referred to as Grantor, and the City of Storm Lake,
Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 19, Block 58, Original Plat of Storm Lake, Iowa,
which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Juan Louis Venegas

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Juan Louis Venegas.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Somphone Xamonty and Phovanh Xamonty, husband and wife, together referred to herein as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 feet of Lot 8, Block 57, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

Somphone Xamonty

By _____
Michael Porsch, Mayor

Phovanh Xamonty

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Somphone Xamonty and Phovanh Xamonty, husband and wife.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Yesenia Zavala, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 12, Block 60, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Yesenia Zavala

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Yesenia Zavala.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Gladis Chamul, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 6, and the West 5.00 feet of the North 3.00 feet of Lot 5, Block 61, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Gladis Chamul

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Gladis Chamul.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019, by and between Robert Lange, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One* Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The East 10.00 Feet of Parcel 1 as said parcel is recorded in Book 10, Page 3151 in the Office of the County Recorder, Buena Vista County, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Robert Lange

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Robert Lange.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019,
by and between Carlos Banda Oropeza, herein referred to as Grantor, and the City of Storm Lake,
Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The West 5.00 Feet of Lot 5, EXCEPT the North 3 feet thereof, Block 61, First Addition to the City of Storm Lake, Iowa,

which shall be used as temporary work space for construction of utility improvements in the City of Storm Lake, Iowa's 2020 Utility Improvement Project for Oneida Street (the "Project"). This right will terminate upon completion of the Project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described

in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

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

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By _____
Michael Porsch, Mayor

Carlos Banda Oropeza

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019, by
Carlos Banda Oropeza.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2019,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

Staff Summary

11/18/2019

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: Brian Oakleaf, Finance Director

SUBJECT: **Motion To Approve 2019 Urban Renewal Report**

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

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

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

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

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

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

Storm Lake 3rd Addition - This was the third reportable year for this area and is just beginning to collect revenue at \$466 for the fiscal year.

FISCAL IMPACT: Each section of the report gives an in-depth reporting of all activity in the area, including associated debt, expenses, rebate payments and revenues. Please note that, for the purposes of this report, "Debt" includes not only the principal on associated Bonds, but

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

For 2019, we collected \$785,344 of Increment Revenue and had just over \$1.4M in Urban Renewal Area Expenditures, of which only \$217,852 was related to Rebates.

A final item of note is the listed "Increment" for each area. The following numbers represent the total taxable value each area has increased since the respective year they were designated as Urban Renewal areas and specific TIF districts formed:

Storm Lake Industrial Park #1 - Original Expansion Blvd.
Industrial Park

Taxable Value Increase since 2007: \$6,373,559

Storm Lake Industrial Park #2 - Project ALWAYSIS

Taxable Value Increase since 2003: \$9,595,946

Bargloff #1 - Notable for Harvest International

Taxable Value Increase since 2010: \$3,537,954

Bargloff #2-#4&6

Taxable Value Increase since 2011: \$958,305

Bargloff #5 - Notable for Pizza Ranch

Taxable Value Increase since 2013: \$1,108,883

Bargloff #7 - Notable for Dollar Tree

Taxable Value Increase since 2007: \$890,090

LMI #3 The Reserves

Taxable Value Increase since 2007: \$509,229

LMI #4 10th Street Townhomes

Taxable Value Increase since 2007: \$961,398

3rd Addition

Taxable Value Increase since 2016: \$14,759

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

RECOMMENDATION: Review and approve the FY 2019 Urban Renewal Report for submission to the State of Iowa.

ATTACHMENTS:

Description	Type
 FY 2019 Urban Renewal Report	Backup Material

Annual Urban Renewal Report, Fiscal Year 2018 - 2019

Levy Authority Summary

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

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

TIF Debt Outstanding: 25,384,135

TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:	-121,970	106	Amount of 07-01-2018 Cash Balance Restricted for LMI
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TIF Revenue:	785,344
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	56,753
Asset Sales & Loan Repayments:	376,578
Total Revenue:	1,218,675

Rebate Expenditures:	93,026
Non-Rebate Expenditures:	1,063,077
Returned to County Treasurer:	0
Total Expenditures:	1,156,103

TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:	-59,398	339	Amount of 06-30-2019 Cash Balance Restricted for LMI
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**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance:** 24,287,430

Urban Renewal Area Data Collection

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

UR Area Creation Date: 09/1991

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

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM	11077	11078	6,373,559
STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM	11089	11090	9,595,946
STORM LAKE CITY AG/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM	11091	11092	61,201
STORM LAKE CITY AG/STORM LAKE SCH/S L INDUSTRIAL PARK 3 INCREM	11116	11117	0
STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK 3 INCREM	11118	11119	0

Urban Renewal Area Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	112,400	2,984,180	15,464,532	12,072,010	0	-7,408	30,977,434	0	30,977,434
Taxable	61,201	1,659,833	13,918,079	10,864,809	0	-7,408	26,773,495	0	26,773,495
Homestead Credits									22

TIF Sp. Rev. Fund Cash Balance as of 07-01-2018: -18,405 0 **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 524,280
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 41,766
 Asset Sales & Loan Repayments: 0
Total Revenue: 566,046

Rebate Expenditures: 0
 Non-Rebate Expenditures: 537,975
 Returned to County Treasurer: 0
Total Expenditures: 537,975

TIF Sp. Rev. Fund Cash Balance as of 06-30-2019: 9,666 0 **Amount of 06-30-2019 Cash Balance Restricted for LMI**

Projects For STORM LAKE INDUSTRIAL PARK URBAN RENEWAL

Indoor Waterpark

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

Outdoor Waterpark

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

Family Playground

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

Lighthouse

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

Golf Course

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

Campground/Cottages

Description:	Remodeling of Existing Sites and addition of 4 Cottages
Classification:	Recreational facilities (lake development, parks, ball fields, trails)

Physically Complete:	Yes
Payments Complete:	No

Hotel

Description:	Building of a 100 Room Hotel with Full Service Restaurant and indoor/outdoor waterpark
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

McKenna Water Utilities

Description:	Extension of Water Service to McKenna Housing Subdivision - A newly Annexed area
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

McKenna Sewer Utilities

Description:	Extension of Sewer to McKenna Housing Subdivision - A newly Annexed area
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Schultz Property

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

Meridian

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

Debts/Obligations For STORM LAKE INDUSTRIAL PARK URBAN RENEWAL

\$2.5M GO Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,725,000
Interest:	644,293
Total:	2,369,293
Annual Appropriation?:	No
Date Incurred:	02/01/2010
FY of Last Payment:	2029

\$680,000 Sewer Revenue Note

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	515,000
Interest:	185,987
Total:	700,987
Annual Appropriation?:	No
Date Incurred:	08/01/2011
FY of Last Payment:	2031

\$200,000 Water Revenue Note

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	155,000
Interest:	57,570
Total:	212,570
Annual Appropriation?:	No
Date Incurred:	08/01/2011
FY of Last Payment:	2031

3.825M GO Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,675,000
Interest:	228,378
Total:	2,903,378
Annual Appropriation?:	No
Date Incurred:	02/01/2012
FY of Last Payment:	2025

6.89M GO Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	6,440,000
Interest:	2,572,912
Total:	9,012,912
Annual Appropriation?:	No

Date Incurred:	05/20/2015
FY of Last Payment:	2035

3.545M GO Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,690,000
Interest:	490,050
Total:	3,180,050
Annual Appropriation?:	Yes
Date Incurred:	06/05/2015
FY of Last Payment:	2026

Hotel-TIF Portion of Property Taxes

Debt/Obligation Type:	Other Debt
Principal:	438,418
Interest:	0
Total:	438,418
Annual Appropriation?:	No
Date Incurred:	07/01/2008
FY of Last Payment:	2025

1.34 GO Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,180,000
Interest:	556,175
Total:	1,736,175
Annual Appropriation?:	No
Date Incurred:	05/10/2016
FY of Last Payment:	2027

Hotel Infastructure/Refurbish

Debt/Obligation Type:	Internal Loans
Principal:	108,000
Interest:	0
Total:	108,000
Annual Appropriation?:	Yes
Date Incurred:	06/30/2017
FY of Last Payment:	2023

Condo Site Infastructure

Debt/Obligation Type:	Internal Loans
Principal:	43,733
Interest:	0
Total:	43,733
Annual Appropriation?:	Yes
Date Incurred:	07/01/2018
FY of Last Payment:	2018

Non-Rebates For STORM LAKE INDUSTRIAL PARK URBAN RENEWAL

TIF Expenditure Amount:	13,656
Tied To Debt:	3.545M GO Bond
Tied To Project:	Outdoor Waterpark
TIF Expenditure Amount:	128,932
Tied To Debt:	3.825M GO Bond
Tied To Project:	Schultz Property
TIF Expenditure Amount:	17,830
Tied To Debt:	\$200,000 Water Revenue Note
Tied To Project:	McKenna Water Utilities
TIF Expenditure Amount:	53,850
Tied To Debt:	\$680,000 Sewer Revenue Note
Tied To Project:	McKenna Sewer Utilities
TIF Expenditure Amount:	160,000
Tied To Debt:	Hotel-TIF Portion of Property Taxes
Tied To Project:	Schultz Property
TIF Expenditure Amount:	19,974
Tied To Debt:	1.34 GO Bond
Tied To Project:	Hotel
TIF Expenditure Amount:	100,000
Tied To Debt:	Hotel Infastructure/Refurbish
Tied To Project:	Hotel
TIF Expenditure Amount:	43,733
Tied To Debt:	Condo Site Infastructure
Tied To Project:	Schultz Property

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Sum of Private Investment Made Within This Urban Renewal Area
during FY 2019

♣ Annual Urban Renewal Report, Fiscal Year 2018 - 2019

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM
 TIF Taxing District Inc. Number: 11078
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 2007
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2025

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

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,405,880	5,136,390	0	0	8,542,270	0	8,542,270
Taxable	0	0	3,065,292	4,622,751	0	0	7,688,043	0	7,688,043
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	2,168,711	6,373,559	6,373,559	0	0

FY 2019 TIF Revenue Received: 208,682

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM
 TIF Taxing District Inc. Number: 11090
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2025

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

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,984,180	12,058,652	6,935,620	0	-7,408	22,322,764	0	22,322,764
Taxable	0	1,659,833	10,852,787	6,242,058	0	-7,408	19,024,251	0	19,024,251
Homestead Credits									22

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	12,734,226	9,595,946	9,595,946	0	0

FY 2019 TIF Revenue Received: 314,188

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
TIF Taxing District Name:	STORM LAKE CITY AG/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM
TIF Taxing District Inc. Number:	11092
TIF Taxing District Base Year:	2003
FY TIF Revenue First Received:	2009
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2029

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

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	112,400	0	0	0	0	0	112,400	0	112,400
Taxable	61,201	0	0	0	0	0	61,201	0	61,201
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	43,830	61,201	61,201	0	0

FY 2019 TIF Revenue Received: 1,410

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
TIF Taxing District Name:	STORM LAKE CITY AG/STORM LAKE SCH/S L INDUSTRIAL PARK 3 INCREM
TIF Taxing District Inc. Number:	11117
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	2016
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

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

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	17,370	0	0	0	0

FY 2019 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
TIF Taxing District Name:	STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK 3 INCREM
TIF Taxing District Inc. Number:	11119
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

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

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	440,690	0	0	0	0

FY 2019 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: NORTH #1 BARGLOFF URBAN RENEWAL
 UR Area Number: 11008
 UR Area Creation Date: 08/2010

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

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM	11101	11102	3,537,954
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM	11104	11105	196,785
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM	11108	11109	259,860
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF 4 INCREM	11110	11111	501,660
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF 5 INCREM	11112	11113	1,108,883
STORM LAKE CITY AG/STORM LAKE SCH/NORTH #1 BARGLOFF 6 INCREM	11114	11115	7,460
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREMENT	11124	11125	890,090

Urban Renewal Area Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	27,460	411,990	8,945,510	4,179,660	0	0	13,720,410	0	13,720,410
Taxable	14,951	229,150	8,050,959	3,761,694	0	0	12,179,439	0	12,179,439
Homestead Credits									1

TIF Sp. Rev. Fund Cash Balance as of 07-01-2018: **132,238** **0** **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 212,447
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 10,701
 Asset Sales & Loan Repayments: 46,550
Total Revenue: 269,698

Rebate Expenditures: 51,707
 Non-Rebate Expenditures: 249,070
 Returned to County Treasurer: 0
Total Expenditures: 300,777

TIF Sp. Rev. Fund Cash Balance as of 06-30-2019: **101,159** **0** **Amount of 06-30-2019 Cash Balance Restricted for LMI**

Projects For NORTH #1 BARGLOFF URBAN RENEWAL

Harvest International Development

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

Pizza Ranch

Description:	Water Lines and Legal Fees for TIF and Development Agreement
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Dollar Tree

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

Debts/Obligations For NORTH #1 BARGLOFF URBAN RENEWAL

\$2.7M GO Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,590,000
Interest:	988,145
Total:	3,578,145
Annual Appropriation?:	Yes
Date Incurred:	07/01/2011
FY of Last Payment:	2031

Pizza Ranch Development

Debt/Obligation Type:	Rebates
Principal:	13,553
Interest:	0
Total:	13,553
Annual Appropriation?:	No
Date Incurred:	12/01/2013
FY of Last Payment:	2019

Legal Services

Debt/Obligation Type:	Other Debt
Principal:	29,918
Interest:	0
Total:	29,918
Annual Appropriation?:	No
Date Incurred:	10/29/2018
FY of Last Payment:	2019

Dollar Tree Rebate

Debt/Obligation Type:	Rebates
Principal:	225,000
Interest:	0
Total:	225,000
Annual Appropriation?:	No
Date Incurred:	05/16/2016
FY of Last Payment:	2028

Non-Rebates For NORTH #1 BARGLOFF URBAN RENEWAL

TIF Expenditure Amount:	249,070
Tied To Debt:	\$2.7M GO Bond
Tied To Project:	Harvest International Development

TIF Expenditure Amount:	0
Tied To Debt:	Legal Services
Tied To Project:	Dollar Tree

Rebates For NORTH #1 BARGLOFF URBAN RENEWAL

1509 Richland Ave

TIF Expenditure Amount:	14,956
Rebate Paid To:	Pizza Ranch
Tied To Debt:	Pizza Ranch Development
Tied To Project:	Pizza Ranch
Projected Final FY of Rebate:	2019

1515 Lake Ave. N

TIF Expenditure Amount:	36,751
Rebate Paid To:	Storm Lake Development Group. LLC
Tied To Debt:	Dollar Tree Rebate
Tied To Project:	Dollar Tree
Projected Final FY of Rebate:	2028

Jobs For NORTH #1 BARGLOFF URBAN RENEWAL

Company Name:	Harvest International
Date Agreement Began:	09/20/2010
Date Agreement Ends:	06/30/2019
Number of Jobs Created or Retained:	30
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	3,000,000
Total Estimated Cost of Public Infrastructure:	218,000

Project:	Pizza Ranch
Company Name:	Pizza Ranch
Date Agreement Began:	04/07/2014
Date Agreement Ends:	06/01/2019
Number of Jobs Created or Retained:	10
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	1,700,000
Total Estimated Cost of Public Infrastructure:	46,200

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

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: NORTH #1 BARGLOFF URBAN RENEWAL (11008)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM
 TIF Taxing District Inc. Number: 11102
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2032

UR Designation	
Slum	No
Blighted	No
Economic Development	08/2010

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,511,220	2,419,840	0	0	3,931,060	0	3,931,060
Taxable	0	0	1,360,098	2,177,856	0	0	3,537,954	0	3,537,954
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	34,720	3,537,954	3,537,954	0	0

FY 2019 TIF Revenue Received: 115,449

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: NORTH #1 BARGLOFF URBAN RENEWAL (11008)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM
 TIF Taxing District Inc. Number: 11105
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: 2014
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	218,650	0	0	0	218,650	0	218,650
Taxable	0	0	196,785	0	0	0	196,785	0	196,785
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	18,383	196,785	196,785	0	0

FY 2019 TIF Revenue Received: 6,443

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: NORTH #1 BARGLOFF URBAN RENEWAL (11008)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM
 TIF Taxing District Inc. Number: 11109

TIF Taxing District Base Year:	2010	UR Designation	
FY TIF Revenue First Received:	2014	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

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

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	83,820	259,860	259,860	0	0

FY 2019 TIF Revenue Received: 8,508

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: NORTH #1 BARGLOFF URBAN RENEWAL (11008)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF 4 INCREM
 TIF Taxing District Inc. Number: 11111

TIF Taxing District Base Year:	2012	UR Designation	
FY TIF Revenue First Received:	2014	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	411,990	4,204,030	1,759,820	0	0	6,531,630	0	6,531,630
Taxable	0	229,150	3,783,627	1,583,838	0	0	5,719,300	0	5,719,300
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	6,029,970	501,660	501,660	0	0

FY 2019 TIF Revenue Received: 16,425

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: NORTH #1 BARGLOFF URBAN RENEWAL (11008)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF 5 INCREM
 TIF Taxing District Inc. Number: 11113

TIF Taxing District Base Year:	2012	UR Designation	
FY TIF Revenue First Received:	2014	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,597,440	0	0	0	1,597,440	0	1,597,440
Taxable	0	0	1,437,696	0	0	0	1,437,696	0	1,437,696
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	488,557	1,108,883	1,108,883	0	0

FY 2019 TIF Revenue Received: 36,307

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: NORTH #1 BARGLOFF URBAN RENEWAL (11008)
 TIF Taxing District Name: STORM LAKE CITY AG/STORM LAKE SCH/NORTH #1 BARGLOFF 6 INCREM
 TIF Taxing District Inc. Number: 11115

TIF Taxing District Base Year:	2012	UR Designation	
FY TIF Revenue First Received:	2014	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	27,460	0	0	0	0	0	27,460	0	27,460
Taxable	14,951	0	0	0	0	0	14,951	0	14,951
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	20,000	7,460	7,460	0	0

FY 2019 TIF Revenue Received: 172

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	NORTH #1 BARGLOFF URBAN RENEWAL (11008)
TIF Taxing District Name:	STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREMENT
TIF Taxing District Inc. Number:	11125
TIF Taxing District Base Year:	2013
FY TIF Revenue First Received:	2015
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

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

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	180,400	890,090	890,090	0	0

FY 2019 TIF Revenue Received: 29,143

Urban Renewal Area Data Collection

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

UR Area Creation Date: 07/2013

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

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY/STORM LAKE SCH/#3 LMI HOUSING INCREM	11120	11121	509,229

Urban Renewal Area Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	565,810	0	0	0	565,810	0	565,810
Taxable	0	0	509,229	0	0	0	509,229	0	509,229
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2018:

17,709

0

Amount of 07-01-2018 Cash Balance Restricted for LMI

TIF Revenue: 16,673
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 1,390
 Asset Sales & Loan Repayments: 0
Total Revenue: 18,063

Rebate Expenditures: 14,546
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 14,546

TIF Sp. Rev. Fund Cash Balance as of 06-30-2019:

21,226

0

Amount of 06-30-2019 Cash Balance Restricted for LMI

Projects For #3 LMI HOUSING URBAN RENEWAL

The Reserves

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

Debts/Obligations For #3 LMI HOUSING URBAN RENEWAL

Housing Rebate

Debt/Obligation Type:	Rebates
Principal:	231,001
Interest:	0
Total:	231,001
Annual Appropriation?:	No
Date Incurred:	01/01/2015
FY of Last Payment:	2031

Legal Services

Debt/Obligation Type:	Other Debt
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	05/03/2016
FY of Last Payment:	2017

Non-Rebates For #3 LMI HOUSING URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	Legal Services
Tied To Project:	The Reserves

Rebates For #3 LMI HOUSING URBAN RENEWAL

The Reserves

TIF Expenditure Amount:	14,546
Rebate Paid To:	Storm Lake Affordable Partners
Tied To Debt:	Housing Rebate
Tied To Project:	The Reserves
Projected Final FY of Rebate:	2031

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: #3 LMI HOUSING URBAN RENEWAL (11009)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/#3 LMI HOUSING INCREM
 TIF Taxing District Inc. Number: 11121

TIF Taxing District Base Year:	2012	UR Designation	
FY TIF Revenue First Received:	2014	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	565,810	0	0	0	565,810	0	565,810
Taxable	0	0	509,229	0	0	0	509,229	0	509,229
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	9,920	509,229	509,229	0	0

FY 2019 TIF Revenue Received: 16,673

Urban Renewal Area Data Collection

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

UR Area Creation Date: 07/2013

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

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY/STORM LAKE SCH/#4 LMI HOUSING INCREM	11122	11123	961,398

Urban Renewal Area Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,068,220	0	0	0	1,068,220	0	1,068,220
Taxable	0	0	961,398	0	0	0	961,398	0	961,398
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2018: -109,606 0 **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 31,478
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 2,896
 Asset Sales & Loan Repayments: 0
Total Revenue: 34,374

Rebate Expenditures: 26,773
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 26,773

TIF Sp. Rev. Fund Cash Balance as of 06-30-2019: -102,005 0 **Amount of 06-30-2019 Cash Balance Restricted for LMI**

Projects For #4 LMI HOUSING URBAN RENEWAL

10th Street Townhomes

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

Debts/Obligations For #4 LMI HOUSING URBAN RENEWAL

Rebate

Debt/Obligation Type:	Rebates
Principal:	324,970
Interest:	0
Total:	324,970
Annual Appropriation?:	Yes
Date Incurred:	01/01/2015
FY of Last Payment:	2031

Legal Services

Debt/Obligation Type:	Other Debt
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	11/28/2015
FY of Last Payment:	2016

Rebates For #4 LMI HOUSING URBAN RENEWAL

500 West 10th St

TIF Expenditure Amount:	26,773
Rebate Paid To:	10th Street Townhomes LLLP
Tied To Debt:	Rebate
Tied To Project:	10th Street Townhomes
Projected Final FY of Rebate:	2031

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: #4 LMI HOUSING URBAN RENEWAL (11010)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/#4 LMI HOUSING INCREM
 TIF Taxing District Inc. Number: 11123

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

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,068,220	0	0	0	1,068,220	0	1,068,220
Taxable	0	0	961,398	0	0	0	961,398	0	961,398
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	9,590	961,398	961,398	0	0

FY 2019 TIF Revenue Received: 31,478

Urban Renewal Area Data Collection

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

UR Area Creation Date: 07/2014

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

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY AG/STORM LAKE SCH/3RD ADDITION INCREMENT	11130	11131	1,789
STORM LAKE CITY/STORM LAKE SCH/3RD ADDITION INCREMENT	11136	11137	12,970

Urban Renewal Area Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	6,920	23,320	0	0	0	0	30,240	0	30,240
Taxable	3,762	12,970	0	0	0	0	16,732	0	16,732
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2018: -143,906 106 **Amount of 07-01-2018 Cash Balance Restricted for LMI**

TIF Revenue: 466
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 330,028
Total Revenue: 330,494

Rebate Expenditures: 0
 Non-Rebate Expenditures: 276,032
 Returned to County Treasurer: 0
Total Expenditures: 276,032

TIF Sp. Rev. Fund Cash Balance as of 06-30-2019: -89,444 339 **Amount of 06-30-2019 Cash Balance Restricted for LMI**

Projects For STORM LAKE CITY/3RD ADDITION URBAN RENEWAL

3rd Addition

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

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

Engineering Services

Debt/Obligation Type:	Internal Loans
Principal:	7,098
Interest:	0
Total:	7,098
Annual Appropriation?:	Yes
Date Incurred:	11/07/2016
FY of Last Payment:	2018

Legal Services

Debt/Obligation Type:	Internal Loans
Principal:	6,188
Interest:	0
Total:	6,188
Annual Appropriation?:	Yes
Date Incurred:	11/07/2016
FY of Last Payment:	2018

Infrastructure

Debt/Obligation Type:	Internal Loans
Principal:	177,292
Interest:	0
Total:	177,292
Annual Appropriation?:	Yes
Date Incurred:	07/31/2018
FY of Last Payment:	2019

Utility Infrastructure

Debt/Obligation Type:	Internal Loans
Principal:	85,454
Interest:	0
Total:	85,454
Annual Appropriation?:	Yes
Date Incurred:	09/20/2018
FY of Last Payment:	2019

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

TIF Expenditure Amount:	7,098
Tied To Debt:	Engineering Services
Tied To Project:	3rd Addition

TIF Expenditure Amount:	7,188
Tied To Debt:	Legal Services
Tied To Project:	3rd Addition

TIF Expenditure Amount:	84,454
Tied To Debt:	Utility Infastructure
Tied To Project:	3rd Addition

TIF Expenditure Amount:	177,292
Tied To Debt:	Infastructure
Tied To Project:	3rd Addition

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

Amount of FY 2019 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	276,032
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Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE CITY/3RD ADDITION URBAN RENEWAL (11011)
 TIF Taxing District Name: STORM LAKE CITY AG/STORM LAKE SCH/3RD ADDITION INCREMENT
 TIF Taxing District Inc. Number: 11131
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	07/2016

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	6,920	0	0	0	0	0	6,920	0	6,920
Taxable	3,762	0	0	0	0	0	3,762	0	3,762
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	5,131	1,789	1,789	0	0

FY 2019 TIF Revenue Received: 41

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE CITY/3RD ADDITION URBAN RENEWAL (11011)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/3RD ADDITION INCREMENT
 TIF Taxing District Inc. Number: 11137
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	07/2016

TIF Taxing District Value by Class - 1/1/2017 for FY 2019

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	23,320	0	0	0	0	23,320	0	23,320
Taxable	0	12,970	0	0	0	0	12,970	0	12,970
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2019	224	12,970	12,970	0	0

FY 2019 TIF Revenue Received: 425

Staff Summary

11/18/2019

Agenda Item # 4.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
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REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Ordinance No. 03-O-2019-2020 Consideration Of Ordinance For The Division Of Revenues Under Section 403.19, Code Of Iowa, For Amendment No. 7 To The Storm Lake Industrial Park Urban Renewal Plan - 2nd Reading**

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 invest over \$37,000,000 in the new facility and create 15 new jobs in addition to the current 12 jobs. Construction is expected to start in 2019.

Amendment No. 7 to the Industrial Park Urban Renewal Area includes a tax rebate to not exceed \$250,000 and \$1,300,000 infrastructure improvements on Expansion Boulevard.

FISCAL IMPACT: N/A

RECOMMENDATION: ~~First Reading- November 4~~
Second Reaching- November 18
Third Reading- December 2

ATTACHMENTS:

Description	Type
Ordinance No. 03-O-2019-2020	Ordinance

ORDINANCE NO. 03-O-2019-2020

AN ORDINANCE AMENDING ORDINANCE NOS. 5-0-91-92, 11-0-2004-2005, AND 01-0-2010-2011, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA, IN THE CITY OF STORM LAKE, COUNTY OF BUENA VISTA STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STORM LAKE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA (**AMENDMENT NO. 7 TO THE STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, has heretofore, in Ordinance Nos. 5-0-91-92, 11-0-2004-2005, and 01-0-2010-2011, provided for the division of taxes within the Storm Lake Industrial Park Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19, Code of Iowa; and

WHEREAS, additional territory now has been added to the Urban Renewal Area through the adoption of Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Urban Renewal Area, and the continuing needs of redevelopment within the amended Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance Numbers 5-0-91-92, 11-0-2004-2005, and 01-0-2010-2011 are hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

(a) Original Area means that portion of the City of Storm Lake, State of Iowa, described in the Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area approved by

Resolution No. 33-R-91-92 on the 16th day of September, 1991, which Original Area includes the lots and parcels located within the area legally described as follows:

A part of the South Half (S1/2) of Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, and a part of the Northeast Quarter (NE¼) of Section (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter (SW¼) Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.), thence 00°32' East along the West Line of said Southwest Quarter (SW¼) a distance of One Thousand Two Hundred Seven and Seven Tenths Feet (1,207.70') to the Point of Beginning; thence North 90°00' East a distance of Two Thousand Six Hundred Forty Two and Six Hundredths Feet (2,642.06') to the North-South Centerline of said Section One (1); thence South 00°34' East along the North-South Centerline of said Section One (1), a distance of Four Hundred Seven and Eighteen Hundredths Feet (407.18'); thence North 90°00' East a distance of Two Thousand Six Hundred Thirty Eight and Seventy Two Hundredths Feet (2,638.72') to the East Line of said Section One (1); thence South 00°31' East along the East Line of said Section (1) a distance of One Thousand Eighty Seven and Seven Tenths Feet (1,087.7') to the Southeast Corner of said Section One (1), said Point also being the Northeast Corner of Section Twelve (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.); thence South 00°20'20" East along the East Line of said Northeast Quarter (NE¼) Section Twelve (12) a distance of Two Hundred Sixty Six and Five Hundredths Feet (266.05') to the North Right of Way Line of the Illinois Central Railroad; thence North 77°07" West along the North Right of Way Line of said Railroad a distance of Five Thousand Four Hundred Twenty Seven and Seven Tenths Feet (5,427.7') to the West Line of the Southwest Quarter (SW¼) said Section One (1); thence North 00° 32' West along the West Line of said Section (1) a distance of Five Hundred Fifty and Seventy One Hundredths Feet (550.71') to the Point of Beginning.

The above parcel contains 115.46 acres in total

MCS Industrial Addition to Storm Lake, Iowa

AND

A PART OF THE SOUTH EAST QUARTER (SE¼) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of the Southeast Quarter (SE¼) of said Section 2; thence South 89°45'20" West along the North line of said Southeast Quarter (SE¼), a distance of 2,131.17 feet to a point on the Easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southerly along the Easterly right of way line of said railroad on a curve whose short chord bearings are as follows: South 29°31'40" East, a distance of 57.05 feet; thence South 23°07'17" East, a distance of 601.83 feet; thence South 16°32'54" East, a distance of 56.08 feet; thence continuing along the Easterly line of said railroad right of way South 15°59'20" East, a distance of 675.12 feet to a point on the Northerly line of the Illinois Central Railroad right of way; thence South 89°44'44" East, along the Northerly line of said railroad, a distance of 824.23 feet; thence South 1°56'40" West, a distance of 238.22 feet; thence South 76°34'40" East, a distance of 872.88 feet to a point on the East line of said Southeast Quarter (SE¼); thence North along the East line of said Southeast Quarter (SE¼) a distance of 1,759.60 feet to the point of beginning containing 62.91 acres and subject to all easements of record.

The East line of the Southeast Quarter (SE¼) of said Section 2 is assumed to bear due North and South in the above description.

(b) Amendment No. 1 Area means that portion of the City of Storm Lake, State of Iowa, described in Amendment No. 1 to the Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area approved by Resolution No. 25-R-2004-2005 on the 18th day of October, 2004, which Amendment No. 1 Area includes the lots and parcels located within the area legally described as follows:

All of the property within the corporate limits that is located South of Richland Avenue and East of Flint Drove. The area also includes the full right-of-way of all streets forming the boundary.

(c) Amendment No. 2 Area means that portion of the City of Storm Lake, State of Iowa, described in Amendment No. 1 to the Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area approved by Resolution No. 07-R-2010-2011 on the 19th day of July, 2010, which Amendment No. 2 Area includes the lots and parcels located within the area legally described as follows:

A parcel in Buena Vista County, Iowa beginning at a point which is at the center of the intersection of the Canadian National Railroad right of way and Radio Road in Storm Lake, Iowa; thence South along the center line of Radio Road to the south right of way line of Highway 7; thence continuing South along the centerline of the County Road just West of the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to a point that the center line intersects with the South line of the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence East along a South line of the Northwest Quarter (NW¼), Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the Southeast corner of the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37)

West of the 5th P.M.; thence North along the East line of the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the point where that East line intersects with the South line of Highway 7; thence East along the South line of Highway 7 to the point where it intersects with the center line of Gilbert Street extended South across Highway 7; thence North along the center line of Gilbert Street to the point where that line intersects with the center line of the Canadian National Railroad right of way; thence Northwesterly along the center line of the Canadian National Railroad right of way to the point of beginning.

(d) Amendment No. 3 Area shall mean that portion of the City of Storm Lake, State of Iowa, described in Amendment No. 3 to the Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area approved by Resolution No. 36-R-2013-2014 on the 18th day of November, 2013, which Amendment No. 3 Area includes the lots and parcels located within the area legally described as follows:

A tract of land located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Northwest (NW) Corner of Lot Seven (7), Block One (1), of Industrial Park Addition to Storm Lake; thence on a previously recorded bearing of North 90°00'00" East along the North line of said Lot Seven (7), 581.78 Feet to the West line of the East One Hundred Seventy-Five Feet (175') of said Lot Seven (7); thence North 00°10'50" West along the Northern extension of said West line of the East One Hundred Seventy-Five Feet (175'), 186.90 feet; thence South 90°00'00" West, 583.58 Feet to the East line of Lot Six (6), of said Block One (1); thence South 00°43'45" East, along said East line, 186.90 Feet to the point of beginning.

Tract contains 2.50 acres and is subject to all easements of record.

and

A tract of land located in the Southeast Quarter (SE¼) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Northwest (NW) Corner of the Southeast Quarter (SE¼) of said Section 1; thence on a true bearing of South 00°21'07" East along the West line of said Southeast Quarter (SE¼), 930.76 Feet to the point of beginning; thence South 89°10'02" East 838.14 Feet; thence South 00°21'07" East, 645.29 Feet to the North line of the Industrial Park Addition to the City of Storm Lake; thence North 89°50'14" West, along said North line, 255.00 Feet; thence North 00°02'17" East, 186.90 Feet; thence North 89°47'21" West, 583.58 Feet to the East line of Lot Six (6), Block One (1) of said Industrial Park Addition; thence North 00°32'05" West, along said East line, 220.28 Feet to the Northeast (NE) Corner of said Lot Six (6); thence North 00°21'07" West, along the West line of the Southeast Quarter (SE¼), 247.44 Feet to the point of beginning.

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

Tract contains 10.00 acres and is subject to all easements of record

(e) Amendment No. 4 did not add or remove land from the ordinance.

(f) Amendment No. 5 did not add or remove land from the ordinance.

(g) Amendment No. 6 did not add or remove land from the ordinance.

(h) Amendment No. 7 Area means that portion of the City of Storm Lake, State of Iowa, described in Amendment No. 1 to the Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area approved by Resolution No. _____ on the 4th day of November, 2019, which Amendment No. 7 Area includes the lots and parcels located within the area legally described as follows:

(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.

(i) Amended Area means that portion of the City of Storm Lake, State of Iowa, included described in Section 1, subsections (a)-(h).

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Buena Vista, Iowa, Storm Lake Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Original Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in

the Original Area upon the total sum of the assessed value of the taxable property in the Original Area as shown on the assessment roll as of January 1, 1990, being the first day of the calendar being January 1 of the calendar year preceding the effective date of Ordinance No. 5-0-91-92, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to Amendment No. 1 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2003, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of Ordinance No. 11-0-2004-2005.

As to Amendment No. 2 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2009, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of Ordinance No. 01-0-2010-2011.

As to Amendment No. 3 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2018, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of this Ordinance.

As to Amendment No. 7 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2018, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of this Ordinance.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Storm Lake, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12, Code of Iowa, incurred by the City of Storm Lake, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and

collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Storm Lake, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Amended Area under the provisions of Section 403.19, Code of Iowa, as authorized in Ordinance Nos. 5-0-91-92, 11-0-2004-2005, and 01-0-2010-2011, and to fully implement the provisions of Section 403.19, Code of Iowa, with respect to the division of taxes from property within the Amendment No. 3 Area and Amendment No. 7 Area as described above. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Amended Area to the maximum period of time allowed by Section 403.19 of the Code of Iowa. In the event that any provision of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reverence to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Read First Time: _____, 2019

Read Second Time: _____, 2019

Read Third Time: _____, 2019

PASSED AND APPROVED: _____, 2019.

I, _____, City Clerk of the City of Storm Lake, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2019, signed by the Mayor on _____, 2019, and published in the Storm Lake Times on _____, 2019.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

01638061-1\11149-114

Staff Summary

11/18/2019

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: **Motion to Approve Contract With Thompson Innovation To Upgrade The Current SCADA Systems at The Water And Wastewater Treatment Plants**

BACKGROUND: The City of Storm Lake Water and Wastewater Treatment plants both utilize SCADA systems as a part of the plant operating systems.

SCADA stands for Supervisory Control And Data Acquisition. It is basically a system that monitors the various treatment processes that are happening at any given time at either of the plants. It allows remote control of some functions and provides alarms for pre-set conditions that will notify on call staff 24 hours a day, seven days a week. The system is used during normal operating hours as well to control the plants operations.

Our current system is based on Windows 7 and the proposal would update to Windows 10. This is necessary since Windows 7 will no longer be supported after January.

Other upgrades included in this proposal include software upgrades necessary to interface with the Windows upgrade and a shift from PC based HMI (Human Machine Interface) to server based HMI. There will be servers located at each plant as well as a redundant server at the Police Station.

The benefit to this is when Windows or software upgrades are necessary, we currently have to upgrade each individual PC. With a server based system, one upgrade will cover all HMI's and with a redundant server it will increase the resiliency of our systems.

Staff has proposed the contract with Thompson Innovation due to their previous experience and the complexity of this process and

necessity of maintaining operation during the upgrade.

FISCAL IMPACT: The proposed contract with Thompson Innovation is \$71,317.68.

RECOMMENDATION: Review and approve the contract with Thompson Innovation.

ATTACHMENTS:

Description		Type
	Contract	Contract



866.258.8462
2300 7th Street
Sioux City, IA 51106

PROPOSED SCOPE OF WORK

Date: 11/18/19

Customer:

City of Storm Lake
PO Box 1086
620 Erie St.
Storm Lake, IA 50588

Project:

Replacement of Windows 7 computers

Thompson Innovation hereby submits the following scope of work for the above project as follows:

Scope

The City of Storm Lake would like to upgrade their Water/Wastewater SCADA PCs to stay in compliance with their regulatory bodies. As they know, there are additional softwares that need to be upgrade at the same time that control their processes.

Currently, each PC running the HMI has its own project running locally. This can cause problems if all projects are not updated at the same time when changes are made.

We have discussed some enhancements with City staff to increase the resiliency of their infrastructure. The discussion included a primary server at both treatment plants and a redundant server for each plant housed at the police department. In the event of a catastrophic server failure, the HMI project would automatically start running on the redundant server. With the server architecture, there is only one HMI project running and it is being served to the new client computers. This eliminates the fore mentioned issue.

TI proposes the following hardware to accomplish the City's goals:

Water Treatment Plant – TI will provide a new HMI server and (3) new client PCs .

Wastewater Treatment Plant – TI will provide a new HMI server, (3) new client PCs and a 40" conference room monitor.

Police Department – TI will provide two images for two virtual servers running on existing city owned servers, that will serve as redundant failover HMI servers for the Water Treatment and Wastewater Treatment plants.

Thompson Knows

It is not our intent to replace monitors or peripherals. If you would like that changed please let us know. We will need to review the current devices and verify compatibility or procure adaptors i.e. VGA monitors connecting to HDMI.

The servers will have MS Server 2016 OS installed as Rockwell does not have compatibility with MS Server 2019 yet. The PCs will have Windows 10 installed.

The City would like to upgrade their existing FactoryTalk projects to v11. TI will work with Van Meter and Rockwell to upgrade your current licenses in order to execute the distributed platform previously discussed.

TI will update the WIN911 to the current release and assist operators with setting up the WIN911 mobile application on their individual devices.

WTP only - TI will change the export of report data from WIMS to a SQL database stored on the server. We will also install the XLReporter software that will pull data from the database and write it to an Excel template of your design. We have talked to WIMS, and all your historical data can be saved to a SQL format and exported at no cost. In discussions with the city IT provider (Rebnord), it was determined that the city has a current backup solution in place and will be utilized.

WWTP only – TI will install a new conference room monitor in the control room so that the SCADA overview screen can be viewed at all times.

Factory Server warranty is 5 yrs.

Factory PC warranty is 3 yrs.

PROVIDED BY OTHERS:

Network related items

Grandstream modem for WIN911

Clarifications

- Proof of insurance coverage and policy limits will be provided upon request.
- Typographical errors and omissions are subject to correction.
- Proposal is valid for 30 days from issue date.
- Proposal may be accepted by signing below and returning one copy to our office. Purchase orders may be issued in lieu of this proposal and should incorporate this proposal reference.
- All work will be conducted during normal business hours, Monday through Friday unless otherwise agreed.
- Proposal does not include any electrical or mechanical labor.
- Proposal does not include any sales or use tax.
- Includes (1) year warranty for improper design, terminations, or programming errors.
- Includes manufacturer warranty on all materials.
- Payment terms is Net 30 day with 1.5% charged on all past due accounts

Thompson Knows

Electrical Safety • Automation & Robotics  Life Safety & Security • Managed IT & Software

We propose to furnish material and labor in accordance with the above specifications, for the sum of:

Hardware:	\$20,595.68
Licensing includes credit for rolling current licenses into new licenses:	\$27,347.00
Programming and Installation:	<u>\$23,375.00</u>
Total Material and Labor:	\$71,317.68

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any deviation or alteration from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, wind, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Note: This proposal may be withdrawn by Thompson Innovation if not accepted within 30 days.

Karen Kyell
Authorized Signature

Date 11/18/19

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Standard Terms Conditions are included on the last page of this proposal letter.

Authorized Signature

Date

Thompson Knows

Electrical Safety • Automation & Robotics  Life Safety & Security • Managed IT & Software

Standard Terms and Conditions

1. **Contract Documents:** The agreement between Buyer and Thompson Innovation, "Seller", shall consist of these Standard Terms and Conditions and shall supersede any terms or conditions provided by Buyer, unless agreed upon in writing by both parties. Acceptance of this Proposal establishes Buyer's acceptance of these Terms and Conditions. Pricing is valid for (30) thirty calendar days. Seller reserves the right to modify pricing after expiration of proposal or upon notification of changes requested by Buyer.
2. **Submittals:** Should submittal approvals of literature, shop drawings or samples be required by Buyer, Seller will not proceed with order until Buyer provides written approval of all submittals and a written Notice to Proceed. Buyer shall be liable for any shipments or any charges incurred after written notification is received by Seller.
3. **Delivery:** Delivery will be made as specified on the face of this Proposal and unless other noted, delivery time is from the date of Notice to Proceed or receipt of Written Approval of Submittals.
4. **Packing, Shipping:** Seller agrees to crate, box or otherwise suitably pack the goods for shipment in accordance with standard commercial practices for domestic shipment. As applicable, bound manuals containing individual instructions, drawings and parts lists will be supplied for all goods.
5. **Risk of Loss:** All shipments of goods or materials shall be forwarded in accordance with Buyer's instructions, and unless specified otherwise, shall be F.O.B. at point designated by Buyer. The risk of loss shall remain with Seller until delivered and unloaded at the place of destination, inspected, and accepted by Buyer. Acceptance by Buyer shall not cause risk of loss for concealed manufacturer or shipping damage to the goods to shift to Buyer. The costs of freight and/or other shipping costs, including packaging, are included in the prices stated unless otherwise specified on the face of the Proposal.
6. **Invoicing and Payment:** Payment is due to the Seller Net 30 days from the date of invoice. No retainage is allowed. The Seller's price may include the services of representatives for startup and adjustment, which is billed inclusive of each invoice and shall not be separated from payment. The Buyer shall not be subject to any price changes made by Seller, unless agreed upon in writing. Any balance due 31 days after invoice date is subject to 1.5% monthly service fee until paid in full. Buyer is responsible for all reasonable costs, including attorney's fees, incurred in collecting amounts due but unpaid. Seller shall maintain an interest in goods provided as security until payment is made in full.
7. **Warranties:** Seller expressly warrants that for a period of one year, or such longer time as may be expressly provided in this Proposal, all goods and services covered by this Proposal will: (a) strictly conform to Buyer's specifications, drawings, samples, and other written materials and descriptions, but to the extent the goods were purchased to Buyer's specifications and drawings as set forth or referred to on the face of this Proposal, that the goods strictly conform with those specifications and drawings; (b) be new and meet or exceed the highest standards in the industry, unless otherwise specified; (c) be free from defects in design, material and workmanship; (d) be of merchantable quality and suitable for the particular purposes intended; (e) not infringe upon any patent, trademark, or copyright; (f) be of marketable title and free and clear of any lien, encumbrance or other obligation of any kind; and (g) bear all warnings, labels, and markings required by applicable laws and regulations. Failure of the goods or services to conform to any of the warranties set forth in this provision hereof shall not be waived by Buyer's acceptance of all or any part of the goods or services. Should any goods not conform to the above stated conditions, then the Buyer must notify the Seller, in writing, within (3) three business days of delivery. All warranties are null and void if anyone other than Seller's employee or representative make any changes, additions, deletions, or adjustments to goods provided under this agreement.
8. **Liabilities:** Seller shall not be liable for any damages due to delays or failure to perform attributed directly or indirectly to circumstances beyond the control of Seller. This includes, but not limited to, delays caused by shipment carriers, strikes, acts of war, natural disasters, etc. Seller will not accept any charges for liquidated damages incurred by Buyer due to delays in performance of a contract with another party. Seller must be notified by Buyer in writing prior to acceptance of proposal, if Buyer imposes or assesses liquidated damages in their normal purchasing operations and state conditions and amounts that may be assessed.
9. **Termination:** The Buyer may at any time terminate this Agreement for its convenience for any reason whatsoever provided that Buyer notify the Seller in writing. If such termination occurs prior to Notice to Proceed or Receipt of Submittal Approval, the termination shall occur at no expense to the Buyer. Should the termination occur after receipt of Notice to Proceed or Receipt of Submittal Approval, Seller shall be paid for actual costs incurred plus 30% for overhead and profit. The Buyer shall have the right to take possession of any goods, materials or articles in Seller's possession, whether or not such items have been fabricated and/or manufactured for the intended purpose upon payment to Seller.
10. **Disputes:** The terms and provision of this Agreement and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Iowa.

Thompson Knows



Staff Summary

11/18/2019

Agenda Item # 6.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **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