

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
FEBRUARY 4, 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**
- 3. **Motion Approving Agreement and Sub Lease Agreement For Memorial Ballfield**
- 4. **Resolution No. 42-R-2018-2019 Setting Public Hearing for Sale and Disposition of Real Estate - Lot 23**
- 5. **Resolution No. 43-R-2018-2019 (1) Approving The Minimum Development Requirements, Competitive Criteria, And Procedures For Disposition Of Certain Property Located Within The Urban Renewal Area; (2) Determining That The Proposal Submitted By Joseph Aube Satisfies The Offering Requirements And Declaring The Intent Of The City To Enter Into A Development Agreement By And Between The City Of Storm Lake, Iowa And Joseph Aube In The Event That No Competing Proposals Are Submitted; And (3) Soliciting Competing Proposals.**
- 6. **Resolution No. 44-R-2018-2019 Fixing Date For A Public Hearing On The Proposal To Enter Into A Development Agreement With Joseph Aube**
- 7. **Resolution No. 45-R-2018-2019 Proposing Sale and Disposition or Real Estate and Providing Notice to Public**
- 8. **Motion Setting Public Hearing on Fiscal Year 2019-2020 Budget**
- 9. **City Council Requested Items**
- 10. Adjourn

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

2/4/2019

Agenda Item # B.



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

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

2/4/2019

Agenda Item # C.



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

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

2/4/2019

Agenda Item # A.



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

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the January 21, 2019 City Council Minutes and January 28, 2019 Special Council Minutes
- Approve the Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$346,254.30
- King's Pointe & Sunrise Pointe Golf Course Bills - \$219,862.19

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Minutes - January 21, 2019	Minutes
☐ Minutes - January 28, 2019	Minutes
☐ List of Bills	List of Bills
☐ King's Pointe and Golf Course - List of Bills	List of Bills

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
JANUARY 21, 2019 5:00 P.M.**

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice (arrived at 6:07 pm), 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, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez

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

Pledge of Allegiance

Agenda – Moved by Council Member Smith 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

Mayor announced that DNR and Buena Vista Sheriff are recommending no type of vehicles on the lake as it is unsafe.

Consent Agenda – Moved by Council Member McKinney to approve the consent agenda which included the list of bills check #72639 through 72733, EFT 240 through 257, DFT #'s 95 through 102, and PR Check #'s 59578 through 59585, King's Pointe and Sunrise Pointe disbursements, the January 7, 2019 City Council minutes, liquor license renewal for Dollar General Store #1047, appoint Gary Petersen to the Mayor's Committee on Parks, Trails, and Urban Forest term to expire July 1, 2020, Tax Abatement applications for at the following addresses: 1013 Evergreen (new home), 1105 East Ninth Street (new home), 500 Geneseo (new home), 909 Evergreen (home addition), 1616 Violet Lane (new home), 404 Terrence Street (new home), and 94 Emerald Drive units 1,2,3, and 4 (new townhomes), and the Code Enforcement summary. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Rice absent. Motion carried.

Storm Lake United Presentation – Gary Lalone and Lee Dutfield presented to the Storm Lake United update and Fiscal Year 2018-2019 funding request.

FY 2020-2024 CIP - Moved by Council Member Engelmann to adopt Resolution NO. 40-R-2018-2019 Approving FY 2020 - FY 2024 Capital Improvement Plan. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Member Rice absent. Motion carried.

King's Pointe Presentation – Weigand Omega Management team presented to Council King's Pointe Financial update.

Moved by Council Member McKinney to approve Inter-fund transfer of \$180,000 advance in order to cash flow operations through the offseason. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Rice absent. Motion carried.

10th and Ontario Stormwater Project – Moved by Council Member Smith adopt Resolution No. 41-R-2018-2019 Approving Substantial Completion for the 10th and Ontario Stormwater Project. Seconded by Council Member Engelmann. Roll call vote: All ayes with Council Member Rice absent. Motion carried.

RESOLUTION NO. 41-R-2018-2019

RESOLUTION APPROVING SUBSTANTIAL COMPLETION AND CLOSE OUT OF THE 10TH & ONTARIO STORM WATER PROJECT

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

Section 1. To approve substantial completion date of the project on December 31, 2018.

PASSED AND APPROVED this 21st day of January, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Budget Work Session - Mayor and Council held the Enterprise Operations and Maintenance Budget Work Session.

Recess 5:56 pm

Reconvened at 6:00 pm.

Council Member Tyson arrived at 6:07 pm

City Council Requested Items – none at this time

Adjournment – Moved by Council Member Engelmann to adjourn the meeting at 6:53 pm. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
JANUARY 28, 2019 5:00 P.M.**

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

Staff present: City Manager Keri Navratil, Assistant City Manager, David Derragon, Public Safety Director Mark Prosser, Building Official Scott Olesen, Library Director Elizabeth Huff, Assistant Wastewater Superintendent Daniel Ramos, Finance Director Brian Oakleaf, Staff Accountant Tyler Gibbins, and City Clerk Mayra Martinez

Pledge of Allegiance

Agenda – Moved by Council Member Smith 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

FY19-20 Budget Workshop – Keri Navratil presented and reviewed with the Mayor and Council the Fiscal Year 2019-2020 Budget.

Recessed 5:53 pm

Reconvened 5:56 pm

Adjournment – Moved by Council Member Engelmann to adjourn the meeting at 6:28 pm. Seconded by Council Member McKinney. Vote: All ayes with Council Member Rice absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 01/24/2019 - 02/06/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Control Systems Specialists, LLC	BVC	Services on HVAC Units	335.68
Buena Vista County Attorney	BVC	Collection Services through 12/31/2018	147.60
	BVC Total:	483.28	
Contract/Agreement			
Community Education Dept	Contract/Agreement	2nd Quarter FY2019 Recreation Agreement	20,564.10
Hulstein Excavating Inc	Contract/Agreement	Pay #4 7th & Geneseo (Retainage)	17,422.32
	Contract/Agreement Total:	37,986.42	
Local			
King's Pointe Resort	Local	2019 Regatta Grill Remodel CIP	47,362.79
Stille Pierce & Pertzborn	Local	FY2019 LIC Insurance Renewal	8,522.38
Jim Bartholomew	Local	January 2019 Airport Contract	5,293.15
Rebnord Technologies, Inc	Local	IT Service Agreement	3,983.33
King's Pointe Resort	Local	Cottage Expenses though 12/31/2018	3,551.91
Long Lines	Local	Phone Service	2,052.52
Genesis Development	Local	Janitorial Services	2,000.00
Mangold Environmental Testing, Inc	Local	Testing Services	1,825.80
Bomgaars Supply, Inc	Local	Dec/Jan 2019 Supplies	1,420.45
Arnold Motor Supply, LLP	Local	January 2019 Supplies	1,248.08
Larson Oil & Distributing Co, Inc	Local	Propane	774.00
Rasmussen's Ford Inc	Local	Converter	671.77
Edwards Storm Lake	Local	Break Repairs	619.76
Larson Oil & Distributing Co, Inc	Local	Propane	516.00
Jeff DeWall	Local	2nd Qtr FY2019 Discount Coupons	400.00
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Supplies #18	351.26
Fastenal Company	Local	Distilled Water	308.60
WalMart #01-1526	Local	Dec/Jan 2019 Supplies	302.63
Qwest Corporation	Local	January 2019 Phone Service	241.42
Iowa Office Supply Inc	Local	Office Supplies	207.83
Fastenal Company	Local	Emergency Light	205.31
Iowa Office Supply Inc	Local	Envelopes	171.25
Coffee Tree	Local	Coffee with a Cop	149.75
Builders FirstSource Inc	Local	Press Building Supplies	146.50
A & A Automotive	Local	Mower Tire	137.44
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	137.09
Stanton Electric, Inc	Local	Breaker Repairs	126.63
Builders FirstSource Inc	Local	Press Building Supplies	125.50
Storm Lake Rotary	Local	4th Quarter 2018 Membership- Navratil	125.00
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	113.69
Crescent Electric Supply Company	Local	Supplies	102.54
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	101.54
Graffix Inc	Local	Shirts- Vazquez	99.10
Storm City Auto Parts, Inc	Local	Air Filters	95.40
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	86.60
Michael Reinert	Local	Bucket Repairs	81.90
Rasmussen's Ford Inc	Local	Lights	81.60
King's Pointe Resort	Local	1/19/2019 Legislative Coffee	81.00
O'Reilly Automotive Inc	Local	Lights	75.88
Plumbing & Heating Wholesale, Inc	Local	PVC Pipe	72.59
Iowa Office Supply Inc	Local	Office Supplies	67.87
Storm Lake Bakery	Local	Meeting Supplies	66.15
Rust Publishing NWIA, LLC	Local	FY2019 Subscription- PD	130.00
La Juanita	Local	Safety Bingo Supplies	105.00
Iowa Office Supply Inc	Local	Office Supplies	44.14

My Buy Local_v1
Payment Date Range: 01/24/2019 - 02/06/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Rasmussen's Ford Inc	Local	Remote	39.87
Crescent Electric Supply Company	Local	Wire	37.68
Builders FirstSource Inc	Local	Shelving Unit	36.83
Mangold Environmental Testing, Inc	Local	Shipping	36.72
Fareway Stores, Inc	Local	Special Council Meeting Supplies	35.96
Fastenal Company	Local	Supplies	29.81
Builders FirstSource Inc	Local	Supplies	25.34
Iowa Office Supply Inc	Local	Office Supplies	47.78
Builders FirstSource Inc	Local	Shelving Unit	21.31
Plumbing & Heating Wholesale, Inc	Local	Supplies	21.28
Graham Tire	Local	Tire Repairs	21.00
Color-ize Inc	Local	Parking Ticket Printing	18.30
Vetter Equipment	Local	Spark Plug	17.48
Builders FirstSource Inc	Local	Sand	14.10
Plumbing & Heating Wholesale, Inc	Local	Supplies	7.80
Builders FirstSource Inc	Local	Adhesive	5.49
Iowa Office Supply Inc	Local	Office Supplies	4.90
Crescent Electric Supply Company	Local	Cord	2.71
Plumbing & Heating Wholesale, Inc	Local	Supplies Returned	-21.97
Builders FirstSource Inc	Local	Press Building Supplies Returned	-103.50
		Local Total:	84,682.04

Non-Local

General Traffic Controls, Inc	Non-Local	Traffic Signal Cabinet & Controller	16,102.00
Iowa Public Employees	Non-Local	IPERS withholdings	12,623.07
Electric Pump Inc	Non-Local	Pump Impeller Repairs	12,534.64
EFTPS	Non-Local	Federal withholding taxes	21,874.77
Treasurer State of Iowa	Non-Local	State withholding taxes	5,917.11
Mississippi Lime Company	Non-Local	Lime	10,463.74
Blue Valley Public Safety, Inc	Non-Local	Rectifier for Siren	3,953.40
EFTPS	Non-Local	Federal withholding taxes	3,825.22
Karl Chevrolet, Inc	Non-Local	Grill Guard for Colorado	3,311.88
NW Iowa Planning & Development Commi	Non-Local	SHIELD Draw FY2019	3,000.00
Blue Valley Public Safety, Inc	Non-Local	FY2019 Siren Maintenance	2,127.50
Multi-Cultural Books & Videos, Inc	Non-Local	Books	1,833.81
Sta-Mel Enterprises, Inc	Non-Local	Deicing Mix	1,717.74
Erik E Mosbe	Non-Local	18hp Motor	1,508.10
Engineered Equipment Solutions, Inc	Non-Local	Sludge Pump Parts	1,460.46
W. W. Grainger, Inc	Non-Local	LED Light	1,333.00
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	2,246.89
Snyder & Associates, Inc	Non-Local	Traffic Study Services through 12/31/2018	967.50
Bierschbach Equipment & Supply Company	Non-Local	Cover for Concrete	800.00
Alpha Wireless Communications	Non-Local	Radio Installed in Engine 72	651.93
Multi-Cultural Books & Videos, Inc	Non-Local	Books	577.47
Petersen Manufacturing	Non-Local	Concrete Bench & Plaque	493.65
Pitney Bowes Inc	Non-Local	Postage	484.00
Swank Motion Pictures, Inc	Non-Local	Compliance Site License	459.00
Mass Mutual	Non-Local	457 plan withholding	450.00
W. W. Grainger, Inc	Non-Local	Storage Rack	361.08
Multi-Cultural Books & Videos, Inc	Non-Local	Books	348.00
Dale Vitito	Non-Local	Uniform- Kavan	318.69
Alpha Wireless Communications	Non-Local	Radio for New Quick Attack 77	309.88
Twin Rivers Media, LLC	Non-Local	Advertising	300.00
Iowa Public Employees	Non-Local	IPERS withholdings	294.11
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	237.74
Vessco, Inc	Non-Local	Chemical Feeder Pump Parts	223.22
Utility Equipment Co	Non-Local	Clamp	214.84
Schumacher Elevator Company	Non-Local	Elevator Maintenance	210.97
Midwest Tape, LLC	Non-Local	DVDs	206.66
Ahlers & Cooney, P.C.	Non-Local	Legal Services URAs	199.50
International Association of Chiefs of Police	Non-Local	FY2019 Membership- Cole Memb#02086431	190.00

My Buy Local_v1

Payment Date Range: 01/24/2019 - 02/06/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Iowa Public Airport Association	Non-Local	FY2019 Membership	175.00
Regional Transit Authority	Non-Local	2nd Qtr FY2019 Rides	174.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	155.90
W. W. Grainger, Inc	Non-Local	Control Line & Supplies	141.27
Unity Point Clinic- Trimark Physicians Group	Non-Local	Pre Employment Physical- Vazquez	136.00
International Code Council	Non-Local	FY2019 Membership- Olesen	135.00
General Traffic Controls, Inc	Non-Local	Traffic Signal Equipment	128.30
Midwest Tape, LLC	Non-Local	DVDs	216.16
Cintas First Aid & Safety	Non-Local	First Aid Supplies	88.97
Motion Picture Licensing Corporation	Non-Local	MP License	85.12
Ahlers & Cooney, P.C.	Non-Local	Legal Services URA Amend #2	84.00
Midwest Tape, LLC	Non-Local	DVDs	83.97
Davis Equipment Corporation	Non-Local	Seal Kit	78.81
Northwest Iowa League of Cities	Non-Local	1/17/2019 Meeting Registration	75.00
Iowa Police Chiefs Association	Non-Local	FY2019 Membership- Cole	75.00
Ed M. Feld Equipment Company, Inc	Non-Local	Charger & Supplies	70.20
Iowa Lakes Regional Water	Non-Local	December 2018 Water Service	63.49
Ingram Library Services, Inc	Non-Local	Books	54.80
Dale Vitito	Non-Local	Uniform- Vrieze	52.95
Cintas First Aid & Safety	Non-Local	First Aid Supplies	47.71
Iowa Department of Agriculture & Land St	Non-Local	2019 Pesticide Licenses	45.00
Recorded Books, LLC	Non-Local	CDs	40.50
Brodart Co.	Non-Local	Books	36.15
Ahlers & Cooney, P.C.	Non-Local	Legal Services ERA Amend #2	36.00
Recorded Books, LLC	Non-Local	CDs	31.50
Pitney Bowes, Inc	Non-Local	12/18/2019 Additional Postage	26.00
Ed M. Feld Equipment Company, Inc	Non-Local	Ice Traction Device	22.95
Ingram Library Services, Inc	Non-Local	Books	139.94
Brodart Co.	Non-Local	Books	12.85
Ingram Library Services, Inc	Non-Local	Books	21.42
Erik E Mosbe	Non-Local	Dust Cap	5.00
Non-Local Total:			116,670.53
Payroll/Refunds			
Custodian of Petty Cash	Payroll/Refunds	December 2018 Postage	173.67
Stephan Hamer	Payroll/Refunds	AWWA Water Treatment & Distribution Study	76.00
Tyler Munden	Payroll/Refunds	1/21/2019 Fuel at ILEA	40.00
Ruth Freese	Payroll/Refunds	December 2018 Homebound Deliveries	13.08
Payroll/Refunds Total:			302.75
Grand Total:			240,125.02

Operating

King's Pointe Resort

From 1/16/2019 to 1/30/2019

Vendor	Description	Amount
Weigand-Omega Management Inc	Services	\$6,938.06
360 Custom Designs, LLC	Services	\$949.75
Buena Vista Regional Medical Center	Services	\$76.00
Cintas Corporation	Supplies	\$2,003.29
Color-ize	Supplies	\$1,741.17
ECOLAB	Supplies	\$1,673.39
Frigitec Inc.	Supplies	\$351.02
Genesis Development	Services	\$120.00
GuestSupply	Supplies	\$1,545.73
Hobart Sales and Service	Services	\$519.59
HyVee	Food	\$101.17
Joyce M. Smith dba Joyce's Greenhouse	Services	\$600.00
Julius Cleaners	Services	\$143.90
Citadel Communications Company LTD dba KCAU TV	Advertising	\$300.00
KTIV Television Inc.	Advertising	\$3,840.00
Loews Carpet One	Services	\$1,675.56
O'Keefe Elevator Company, Inc.	Services	\$202.80
Michael P. Reinert dba Olsen Welding & Machine	Servcies	\$45.00
Bottling Group, LLC dba Pepsi Beverages Company	Beverages	\$957.55
Plumbing and Heating Wholesale, Inc.	Supplies	\$171.86
Rebnord Technologies, Inc.	Services	\$2,717.53
Star Leasing LLC	Services	\$230.13
Storm Lake Hydraulics Co Inc.	Supplies	\$22.82
Storm Lake Times	Advertising	\$625.96
Storm Lake United	Services	\$905.00
Sysco Iowa, Inc.	Food	\$16,492.69
Vista Paints	Supplies	\$250.25
Western Iowa Tourism Region	Membership	\$25.00
Weigand Omega Management Payroll	Payroll	\$55,455.26
Weigand-Omega Management Fee	Services	\$10,087.27
Weigand-Omega Management Inc	Services	\$18,145.40
360 Custom Designs, LLC	Services	\$150.00
ACCO Unlimited Corporation	Services	\$1,155.66
American Hotel Register Company	Services	\$1,249.61
American Red Cross	Supplies	\$300.00
Ameripride Services, Inc.	Supplies	\$153.80
Assa Abloy Hospitality Inc.	Services	\$569.54
Bomgaars Supply Inc.	Supplies	\$2.69
Booking.com B.V.	Services	\$933.39
Builders FirstSource Inc	Supplies	\$207.33
Central States Group	Supplies	\$422.25
Cintas Corporation	Supplies	\$3,653.90
Cintas Corporation No. 2	Supplies	\$356.98
Color-ize	Supplies	\$114.00
Midwestern Mechanical of Iowa, Inc.	Services	\$2,801.80
Crescent Electric Supply Company	Supplies	\$69.28
CTS Systems, Inc.	Services	\$80.30

Daniels Filter Service	Supplies	\$783.83
ECOLAB	Supplies	\$3,171.05
Fastenal Company	Supplies	\$3.74
Feld Fire	Supplies	\$270.00
Ferguson Enterprises Enterprises Inc #1657	Supplies	\$121.57
Fox World Travel	Services	\$15.90
Garbage Hauling Service, Inc.	Utilities	\$498.32
Grainger	Supplies	\$770.64
Guarantee Gutters Inc.	Services	\$1,032.00
GuestSupply	Supplies	\$1,408.64
Hermel Wholesale	Food	\$4,553.55
Hobart Sales and Service	Services	\$177.70
HOGG ROBINSON USA LLC	Supplies	\$147.51
Hospitality Management Systems	Services	\$373.75
HyVee	Beverages	\$1,049.22
Iowa Sportsman	Advertising	\$600.00
KAYL/KKIA	Advertising	\$400.00
Citadel Communications Company LTD dba KCAU TV	Advertising	\$50.00
KTIV Television Inc.	Advertising	\$2,414.00
M3 Accounting + Analytics	Services	\$686.52
Mangold Environmental Testing, Inc.	Services	\$78.00
Media USA Inc.	Services	\$1,050.00
MidAmerican Energy	Utilities	\$10,789.55
Office Elements	Services	\$1,034.92
ONYX CenterSource	Services	\$2,677.92
Orkin, 536-Sioux City, IA	Services	\$376.41
Bottling Group, LLC dba Pepsi Beverages Company	Beverages	\$869.04
Pinnacle Communications	Services	\$125.00
Pitney Bowes Global Financial Services Inc.	Services	\$33.81
Plumbing and Heating Wholesale, Inc.	Supplies	\$40.16
Power Solutions Inc.	Services	\$1,655.69
Premium Quality Lighting	Supplies	\$3,409.98
Quore Systems, LLC	Services	\$285.00
Rent-All Inc.	Services	\$195.00
Schoon Construction and Excavation, LLC	Services	\$337.50
Sceptre Hospitality Resources, LLC	Services	\$5,129.72
Shoes for Crews, LLC	Supplies	\$274.24
Sojern, Inc.	Services	\$2,000.00
South Central Communications Corporation	Services	\$299.25
Star Leasing LLC	Services	\$230.13
Steven A. Beeck dba Steve's Window Service	Services	\$80.25
Storm Lake Ace Hardware	Supplies	\$450.84
Storm Lake Times	Advertising	\$299.00
STR, Inc.	Services	\$1,700.00
Sysco Iowa, Inc.	Food	\$10,888.53
Tammy Nielsen Petty Cash	Reimbursement	\$577.67
Teplis Travel Service, LP	Services	\$118.10
TNT Sales & Service, LLC	Services	\$167.18
Tradavo, Inc.	Services	\$755.24
Travel and Transport, Inc.	Services	\$1,521.82
Diane Mullahy	Reimbursement	\$143.70
Trip Tease, Inc.	Services	\$1,599.00

Ultramar Travel Management, Inc.
UPS
USA Shade & Fabric Structures
Verizon Wireless
Vizergy
World Travel Service, Inc.
World Waterpark Association
HyVee
Doll Distributing
Martin Brothers
Shift4

Services	\$13.90
Services	\$42.50
Supplies	\$4,288.00
Utilities	\$165.97
Services	\$2,715.80
Services	\$9.10
Services	\$429.00
Beverages	\$1,048.51
Beverages	\$836.68
Food	\$1,332.38
Services	\$126.08
	\$219,862.19

Staff Summary

2/4/2019

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:

Calculated Expenses	
Payroll/Refunds/ Insurance	\$106,432.02
Contracts/Agreements	\$37,986.42
Local Businesses	\$84,682.04
Buena Vista County Business	\$483.28
Non-Local Business	\$116,670.53
Total Expenses	\$346,254.29
Please see attachment for supporting documents	

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: 01/24/2019 - 02/06/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Control Systems Specialists, LLC	BVC	Services on HVAC Units	335.68
Buena Vista County Attorney	BVC	Collection Services through 12/31/2018	147.60
	BVC Total:	483.28	
Contract/Agreement			
Community Education Dept	Contract/Agreement	2nd Quarter FY2019 Recreation Agreement	20,564.10
Hulstein Excavating Inc	Contract/Agreement	Pay #4 7th & Geneseo (Retainage)	17,422.32
	Contract/Agreement Total:	37,986.42	
Local			
King's Pointe Resort	Local	2019 Regatta Grill Remodel CIP	47,362.79
Stille Pierce & Pertzborn	Local	FY2019 LIC Insurance Renewal	8,522.38
Jim Bartholomew	Local	January 2019 Airport Contract	5,293.15
Rebnord Technologies, Inc	Local	IT Service Agreement	3,983.33
King's Pointe Resort	Local	Cottage Expenses though 12/31/2018	3,551.91
Long Lines	Local	Phone Service	2,052.52
Genesis Development	Local	Janitorial Services	2,000.00
Mangold Environmental Testing, Inc	Local	Testing Services	1,825.80
Bomgaars Supply, Inc	Local	Dec/Jan 2019 Supplies	1,420.45
Arnold Motor Supply, LLP	Local	January 2019 Supplies	1,248.08
Larson Oil & Distributing Co, Inc	Local	Propane	774.00
Rasmussen's Ford Inc	Local	Converter	671.77
Edwards Storm Lake	Local	Break Repairs	619.76
Larson Oil & Distributing Co, Inc	Local	Propane	516.00
Jeff DeWall	Local	2nd Qtr FY2019 Discount Coupons	400.00
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Supplies #18	351.26
Fastenal Company	Local	Distilled Water	308.60
WalMart #01-1526	Local	Dec/Jan 2019 Supplies	302.63
Qwest Corporation	Local	January 2019 Phone Service	241.42
Iowa Office Supply Inc	Local	Office Supplies	207.83
Fastenal Company	Local	Emergency Light	205.31
Iowa Office Supply Inc	Local	Envelopes	171.25
Coffee Tree	Local	Coffee with a Cop	149.75
Builders FirstSource Inc	Local	Press Building Supplies	146.50
A & A Automotive	Local	Mower Tire	137.44
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	137.09
Stanton Electric, Inc	Local	Breaker Repairs	126.63
Builders FirstSource Inc	Local	Press Building Supplies	125.50
Storm Lake Rotary	Local	4th Quarter 2018 Membership- Navratil	125.00
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	113.69
Crescent Electric Supply Company	Local	Supplies	102.54
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	101.54
Graffix Inc	Local	Shirts- Vazquez	99.10
Storm City Auto Parts, Inc	Local	Air Filters	95.40
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	86.60
Michael Reinert	Local	Bucket Repairs	81.90
Rasmussen's Ford Inc	Local	Lights	81.60
King's Pointe Resort	Local	1/19/2019 Legislative Coffee	81.00
O'Reilly Automotive Inc	Local	Lights	75.88
Plumbing & Heating Wholesale, Inc	Local	PVC Pipe	72.59
Iowa Office Supply Inc	Local	Office Supplies	67.87
Storm Lake Bakery	Local	Meeting Supplies	66.15
Rust Publishing NWIA, LLC	Local	FY2019 Subscription- PD	130.00
La Juanita	Local	Safety Bingo Supplies	105.00
Iowa Office Supply Inc	Local	Office Supplies	44.14

My Buy Local_v1
Payment Date Range: 01/24/2019 - 02/06/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Rasmussen's Ford Inc	Local	Remote	39.87
Crescent Electric Supply Company	Local	Wire	37.68
Builders FirstSource Inc	Local	Shelving Unit	36.83
Mangold Environmental Testing, Inc	Local	Shipping	36.72
Fareway Stores, Inc	Local	Special Council Meeting Supplies	35.96
Fastenal Company	Local	Supplies	29.81
Builders FirstSource Inc	Local	Supplies	25.34
Iowa Office Supply Inc	Local	Office Supplies	47.78
Builders FirstSource Inc	Local	Shelving Unit	21.31
Plumbing & Heating Wholesale, Inc	Local	Supplies	21.28
Graham Tire	Local	Tire Repairs	21.00
Color-ize Inc	Local	Parking Ticket Printing	18.30
Vetter Equipment	Local	Spark Plug	17.48
Builders FirstSource Inc	Local	Sand	14.10
Plumbing & Heating Wholesale, Inc	Local	Supplies	7.80
Builders FirstSource Inc	Local	Adhesive	5.49
Iowa Office Supply Inc	Local	Office Supplies	4.90
Crescent Electric Supply Company	Local	Cord	2.71
Plumbing & Heating Wholesale, Inc	Local	Supplies Returned	-21.97
Builders FirstSource Inc	Local	Press Building Supplies Returned	-103.50
		Local Total:	84,682.04

Non-Local

General Traffic Controls, Inc	Non-Local	Traffic Signal Cabinet & Controller	16,102.00
Iowa Public Employees	Non-Local	IPERS withholdings	12,623.07
Electric Pump Inc	Non-Local	Pump Impeller Repairs	12,534.64
EFTPS	Non-Local	Federal withholding taxes	21,874.77
Treasurer State of Iowa	Non-Local	State withholding taxes	5,917.11
Mississippi Lime Company	Non-Local	Lime	10,463.74
Blue Valley Public Safety, Inc	Non-Local	Rectifier for Siren	3,953.40
EFTPS	Non-Local	Federal withholding taxes	3,825.22
Karl Chevrolet, Inc	Non-Local	Grill Guard for Colorado	3,311.88
NW Iowa Planning & Development Commi	Non-Local	SHIELD Draw FY2019	3,000.00
Blue Valley Public Safety, Inc	Non-Local	FY2019 Siren Maintenance	2,127.50
Multi-Cultural Books & Videos, Inc	Non-Local	Books	1,833.81
Sta-Mel Enterprises, Inc	Non-Local	Deicing Mix	1,717.74
Erik E Mosbe	Non-Local	18hp Motor	1,508.10
Engineered Equipment Solutions, Inc	Non-Local	Sludge Pump Parts	1,460.46
W. W. Grainger, Inc	Non-Local	LED Light	1,333.00
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	2,246.89
Snyder & Associates, Inc	Non-Local	Traffic Study Services through 12/31/2018	967.50
Bierschbach Equipment & Supply Company	Non-Local	Cover for Concrete	800.00
Alpha Wireless Communications	Non-Local	Radio Installed in Engine 72	651.93
Multi-Cultural Books & Videos, Inc	Non-Local	Books	577.47
Petersen Manufacturing	Non-Local	Concrete Bench & Plaque	493.65
Pitney Bowes Inc	Non-Local	Postage	484.00
Swank Motion Pictures, Inc	Non-Local	Compliance Site License	459.00
Mass Mutual	Non-Local	457 plan withholding	450.00
W. W. Grainger, Inc	Non-Local	Storage Rack	361.08
Multi-Cultural Books & Videos, Inc	Non-Local	Books	348.00
Dale Vitito	Non-Local	Uniform- Kavan	318.69
Alpha Wireless Communications	Non-Local	Radio for New Quick Attack 77	309.88
Twin Rivers Media, LLC	Non-Local	Advertising	300.00
Iowa Public Employees	Non-Local	IPERS withholdings	294.11
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	237.74
Vessco, Inc	Non-Local	Chemical Feeder Pump Parts	223.22
Utility Equipment Co	Non-Local	Clamp	214.84
Schumacher Elevator Company	Non-Local	Elevator Maintenance	210.97
Midwest Tape, LLC	Non-Local	DVDs	206.66
Ahlers & Cooney, P.C.	Non-Local	Legal Services URAs	199.50
International Association of Chiefs of Police	Non-Local	FY2019 Membership- Cole Memb#02086431	190.00

My Buy Local_v1

Payment Date Range: 01/24/2019 - 02/06/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Iowa Public Airport Association	Non-Local	FY2019 Membership	175.00
Regional Transit Authority	Non-Local	2nd Qtr FY2019 Rides	174.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	155.90
W. W. Grainger, Inc	Non-Local	Control Line & Supplies	141.27
Unity Point Clinic- Trimark Physicians Group	Non-Local	Pre Employment Physical- Vazquez	136.00
International Code Council	Non-Local	FY2019 Membership- Olesen	135.00
General Traffic Controls, Inc	Non-Local	Traffic Signal Equipment	128.30
Midwest Tape, LLC	Non-Local	DVDs	216.16
Cintas First Aid & Safety	Non-Local	First Aid Supplies	88.97
Motion Picture Licensing Corporation	Non-Local	MP License	85.12
Ahlers & Cooney, P.C.	Non-Local	Legal Services URA Amend #2	84.00
Midwest Tape, LLC	Non-Local	DVDs	83.97
Davis Equipment Corporation	Non-Local	Seal Kit	78.81
Northwest Iowa League of Cities	Non-Local	1/17/2019 Meeting Registration	75.00
Iowa Police Chiefs Association	Non-Local	FY2019 Membership- Cole	75.00
Ed M. Feld Equipment Company, Inc	Non-Local	Charger & Supplies	70.20
Iowa Lakes Regional Water	Non-Local	December 2018 Water Service	63.49
Ingram Library Services, Inc	Non-Local	Books	54.80
Dale Vitito	Non-Local	Uniform- Vrieze	52.95
Cintas First Aid & Safety	Non-Local	First Aid Supplies	47.71
Iowa Department of Agriculture & Land St	Non-Local	2019 Pesticide Licenses	45.00
Recorded Books, LLC	Non-Local	CDs	40.50
Brodart Co.	Non-Local	Books	36.15
Ahlers & Cooney, P.C.	Non-Local	Legal Services ERA Amend #2	36.00
Recorded Books, LLC	Non-Local	CDs	31.50
Pitney Bowes, Inc	Non-Local	12/18/2019 Additional Postage	26.00
Ed M. Feld Equipment Company, Inc	Non-Local	Ice Traction Device	22.95
Ingram Library Services, Inc	Non-Local	Books	139.94
Brodart Co.	Non-Local	Books	12.85
Ingram Library Services, Inc	Non-Local	Books	21.42
Erik E Mosbe	Non-Local	Dust Cap	5.00
Non-Local Total:			116,670.53
Payroll/Refunds			
Custodian of Petty Cash	Payroll/Refunds	December 2018 Postage	173.67
Stephan Hamer	Payroll/Refunds	AWWA Water Treatment & Distribution Study	76.00
Tyler Munden	Payroll/Refunds	1/21/2019 Fuel at ILEA	40.00
Ruth Freese	Payroll/Refunds	December 2018 Homebound Deliveries	13.08
Payroll/Refunds Total:			302.75
Grand Total:			240,125.02



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 01/10/2019 - 01/23/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Mike's Electronics Inc	BVC	Panel Views Service	3,633.02
Control Systems Specialists, LLC	BVC	Calibrated Sensepoint Gas Detection System	285.00
Mike's Electronics Inc	BVC	Well 18 Services	203.19
Control Systems Specialists, LLC	BVC	Boiler & Control Repairs	190.00
Mike's Electronics Inc	BVC	Lime Slaker Services	57.43
Buena Vista County Solid Waste	BVC	Recycling	50.56
	BVC Total:	4,419.20	
Contract/Agreement			
Iowa Civil Contracting, Inc	Contract/Agreement	Pay Request #5 E Richland Street (Retainage)	14,420.08
Bolton & Menk, Inc	Contract/Agreement	General Engineering Services	13,769.00
Emmons & Olivier Resources, Inc	Contract/Agreement	NPDES Permit Engineering Services	8,163.82
Bolton & Menk, Inc	Contract/Agreement	Prelim Design Services through 12/31/2018	7,425.00
Simmering- Cory, Inc	Contract/Agreement	Milestone 7 & 8- NRDG Admin Services	5,000.00
I & S Group, Inc	Contract/Agreement	Final Design Services through 12/31/2018	4,337.50
Bolton & Menk, Inc	Contract/Agreement	Odor Control Engineering Services	3,782.35
Hulstein Excavating Inc	Contract/Agreement	Additional Pay for Pay Request #7 NCSW Phase	2,500.00
Bolton & Menk, Inc	Contract/Agreement	Redesign & Construction Services through 12/31/2018	1,360.75
Emmons & Olivier Resources, Inc	Contract/Agreement	Design Services through 12/31/2018	1,216.75
I & S Group, Inc	Contract/Agreement	Easement Preparation Services	1,192.00
Bolton & Menk, Inc	Contract/Agreement	Construction Services through 12/31/2018	1,653.00
Emmons & Olivier Resources, Inc	Contract/Agreement	Design Services through 12/31/2018	117.75
	Contract/Agreement Total:	64,938.00	
Local			
MidAmerican Energy Company	Local	Electric Services	48,708.39
Star Energy, LLC	Local	Fuel	9,469.04
Verizon Wireless Services LLC	Local	Cell Phone Service	3,331.82
Vanish LLC	Local	December 2018 Towing Services	2,350.00
Philip E Havens	Local	Legal Services	1,225.00
Central Bank	Local	December 2018 Purchases	1,080.50
Graham Tire	Local	Wheels	759.00
Stille Pierce & Pertzborn	Local	Adding the Wheel Loader	746.00
Larson Oil & Distributing Co, Inc	Local	Gas	677.25
Garbage Hauling Service Inc	Local	Garbage Service	661.25
Stille Pierce & Pertzborn	Local	Marina Pollution Liability Insurance	646.00
Mangold Environmental Testing, Inc	Local	Testing Services	612.00
MidAmerican Energy Company	Local	Electric Service- Xmas Lights	546.43
Plumbing & Heating Wholesale, Inc	Local	Sewer Drain Pipe	516.96
Reding's Gravel & Excavating Co., Inc	Local	Rock	464.94
Graham Tire	Local	Service Call & New Rim	437.48
Mangold Environmental Testing, Inc	Local	Testing Services	338.02
O'Reilly Automotive Inc	Local	Socket Set & Air Chuck	329.35
Vetter Equipment	Local	Glass for Door	211.30
Michael Reinert	Local	Oxygen Refill	204.00
Mangold Environmental Testing, Inc	Local	Testing Services	365.50
Qwest Corporation	Local	January 2019 Phone Service	162.20
Color-ize Inc	Local	Wastewater Books	150.90
Reding's Gravel & Excavating Co., Inc	Local	Rock	134.39
Mangold Environmental Testing, Inc	Local	Testing Services	123.25
A & A Automotive	Local	Lawn Mower Tire Replacement	105.96
Storm Lake Hydraulics Co, Inc	Local	Plow Coil	104.56
Vetter Equipment	Local	Fittings	61.20
Dennis R Julius	Local	Entrance Mat Services	59.30
Color-ize Inc	Local	Parking Ticket Printing	48.90

My Buy Local_v1
Payment Date Range: 01/10/2019 - 01/23/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Dennis R Julius	Local	December 2018 Laundry Services	46.55
O'Reilly Automotive Inc	Local	Compressor Oil	45.89
Builders FirstSource Inc	Local	Supplies	44.76
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	40.93
Hy-Vee, Inc	Local	Supplies	36.99
O'Reilly Automotive Inc	Local	Wiper Blades	36.08
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	27.92
Fastenal Company	Local	Supplies	27.27
Michael Rust	Local	Belt Repairs- Kavan	25.00
Crescent Electric Supply Company	Local	Junction Box & Supplies	24.43
Fastenal Company	Local	Supplies	22.13
Stanton Electric, Inc	Local	Breaker for Lab Building	17.43
Plumbing & Heating Wholesale, Inc	Local	Sewer Drain Pipe	17.14
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	14.16
O'Reilly Automotive Inc	Local	Wiper Fluid	13.74
Michael Reinert	Local	Tubing	12.21
Crescent Electric Supply Company	Local	Supplies	10.96
Fastenal Company	Local	Supplies	10.31
Vetter Equipment	Local	Trigger	8.92
Fastenal Company	Local	Supplies	7.96
Plumbing & Heating Wholesale, Inc	Local	Pipe & Supplies	7.84
O'Reilly Automotive Inc	Local	Filters	6.99
Crescent Electric Supply Company	Local	Cord Returned	-5.81
O'Reilly Automotive Inc	Local	Lights Returned	-76.48
		Local Total:	75,054.21

Non-Local

Ziegler, Inc	Non-Local	Annual Gnerator Service Agreement	38,350.33
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	17,160.08
EFTPS	Non-Local	Federal withholding taxes	17,014.71
Iowa Public Employees	Non-Local	IPERS withholdings	15,741.35
EWI Holding III Corp	Non-Local	Bioxide	14,294.32
EFTPS	Non-Local	Federal withholding taxes	12,839.42
D. J. Gongol & Associates, Inc	Non-Local	Electronic Check Valve	12,320.17
ACS Industries Inc	Non-Local	Attachment for Wheel Loader	8,924.81
Karl Chevrolet, Inc	Non-Local	K9 Containment System for Tahoe	8,373.32
Treasurer State of Iowa	Non-Local	State withholding taxes	7,635.42
Tyler Technologies, Inc	Non-Local	CRM Web Services	5,500.00
Mississippi Lime Company	Non-Local	Lime	10,441.52
EFTPS	Non-Local	Federal withholding taxes	4,716.66
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	3,758.88
NCL of Wisconsin, Inc	Non-Local	Lab Supplies	2,435.86
Municipal Supply, Inc	Non-Local	Meters	1,713.00
Sta-Mel Enterprises, Inc	Non-Local	Deicing Salt	1,701.36
Schoon Construction & Excavation, LLC	Non-Local	Watermain Break Repairs	1,670.00
Praxair Inc	Non-Local	Carbon Dioxide	1,364.12
R & R Products, Inc	Non-Local	Mower Supplies	1,309.05
Electronic Engineering	Non-Local	Radios for Loader & Pickup	1,254.75
Hawkins, Inc	Non-Local	Hydrochloric Acid & Sodium Aluminate	1,188.40
Utility Supply of America, Inc	Non-Local	Pipe Wrenches	1,068.17
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	1,063.01
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
Troy Westrum Inc.	Non-Local	Leak Detection Services	607.50
International Code Council	Non-Local	Code Enforcement Training- Solem	580.00
WaterPro Supplies Inc	Non-Local	Hydrant Extension	533.98
Tyler Technologies, Inc	Non-Local	AR Coversion Services	968.75
Mass Mutual	Non-Local	457 plan withholding	450.00
International Code Council	Non-Local	Code Enforcement Training- Olesen	435.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	401.00
General Traffic Controls, Inc	Non-Local	Annual Agreement for GridSmart Support	375.00
Collection Services Center	Non-Local	Child Support payments	374.76

My Buy Local_v1

Payment Date Range: 01/10/2019 - 01/23/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Powermation Division Inc	Non-Local	Supplies	368.09
Iowa Rural Water Association	Non-Local	Spring 2019 Full Registration- Sutton	335.00
Teamsters Local Union 554	Non-Local	Union dues withholding	321.50
Environmental Resource Associates	Non-Local	Testing Supplies	291.75
Pitney Bowes	Non-Local	Machine Lease Agreement	249.00
Accela, Inc #774375	Non-Local	Web Payments	241.00
Utility Supply of America, Inc	Non-Local	Pump Tube & Supplies	224.07
Cherokee Buena Vista Household Hazardou	Non-Local	Waste Disposal	218.63
Iowa Public Employees	Non-Local	IPERS withholdings	212.41
Barco Municipal Products, Inc	Non-Local	LED Work Light	179.82
NCL of Wisconsin, Inc	Non-Local	Lab Supplies	156.53
Fast Line Motor Parts LLC	Non-Local	Cleaning Supplies	152.45
Ed M. Feld Equipment Company, Inc	Non-Local	Replace Circuit Board	151.00
St. Paul Stamp Works, Inc	Non-Local	Animal License Books	144.66
Dale Vitito	Non-Local	Earpieces	133.84
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	128.80
BlueTarp Financial, Inc	Non-Local	3 Husqvarna Chains	118.97
Mark Pierce	Non-Local	Filters	109.97
Powermation Division Inc	Non-Local	In/Out Module	107.16
Iowa Association of Professional Fire Chiefs	Non-Local	FY2019 Membership	100.00
Iowa DARE Association	Non-Local	FY2019 Membership	100.00
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
Intoximeters, Inc	Non-Local	Mouth Pieces	95.00
Vermeer Sales & Service, Inc	Non-Local	Spray Gun	187.99
Salus LLC	Non-Local	December 2018 Memberships	80.00
Ed M. Feld Equipment Company, Inc	Non-Local	Hydrotest	137.00
Northwest Iowa YES Center	Non-Local	Transporation Services	45.50
UPS	Non-Local	Shipping Services	34.51
Firehouse Magazine	Non-Local	FY2019 Subscription	29.95
Iowa Chapter of Plumbing & Mechanical O	Non-Local	FY2019 Membership	25.00
Ed M. Feld Equipment Company, Inc	Non-Local	Gloves	24.95
Dale Vitito	Non-Local	Light	23.99
Ed M. Feld Equipment Company, Inc	Non-Local	Switch	14.50
Non-Local Total:			202,157.74
Payroll/Refunds			
City of Storm Lake	Payroll/Refunds	Flex withholdings	966.34
AFLAC	Payroll/Refunds	Aflac withholdngs	517.63
City of Storm Lake	Payroll/Refunds	Flex Dependent care withholdings	115.38
AFLAC	Payroll/Refunds	Aflac withholdings	37.63
Payroll/Refunds Total:			1,636.98
Grand Total:			348,206.13

Staff Summary

2/4/2019

Agenda Item # C.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
[p \(712\) 732-8000](tel:(712)732-8000)
[f \(712\) 732-4114](tel:(712)732-4114)

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **SLPD Code Enforcement Summary**

BACKGROUND: SLPD Code Enforcement Summary
January 16, 2019 through January 30, 2019

Total Contacts	51
Accumulated Trash	11
Accumulated Junk	23
Junk Vehicles	9
Accumulated Tires	6
Parking - Hard Surface	1
Evisceration of Animals	1
Citations	0

FISCAL IMPACT: None

RECOMMENDATION: No Action Necessary

Staff Summary

2/4/2019

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: Keri Navratil, City Manager

SUBJECT: **Motion Approving Agreement and Sub Lease Agreement For Memorial Ballfield**

BACKGROUND: St. Mary's Catholic School has in the past leased the Memorial Ballfields from the City. The lease will terminate November 30, 2019. The terms are as follows:

- In lieu of rent, St. Mary's will be responsible for maintaining the property
- St. Mary's will submit a written plan for improvements including the cost estimates to the City prior to making any improvements.
- St. Mary's will provide insurance verification annually.

St. Mary's desires to sub-lease Memorial Ballfield to the Whitecaps.

1. The softball field shall be exclusively used by St. Mary's. This Sub-Lease shall not affect the use of the softball field.
2. Whitecaps will be responsible for any overages above any ordinary expenses.
3. Whitecaps shall pay for any damages
4. Fields must be maintained and returned in the same condition of the field to what it was prior to each use. If the field maintenance contractor for St. Mary's is required to spend additional time for maintenance the extra time will be billed to the Whitecaps.
5. Whitecaps shall not use St. Mary's equipment or buildings without permission.
6. Whitecaps will provide St. Mary's and the City required insurance.
7. Rent for the sub-lease will be \$1.00
8. Whitecaps shall be responsible for paying for a portion of the utilities and maintenance.

FISCAL IMPACT: There is no fiscal impact by approving this lease

RECOMMENDATION: Motion Approving the Lease and Sub-Lease agreement for Memorial Ball field.

ATTACHMENTS:

Description		Type
☐	Lease Agreement	Contract
☐	Sub-Lease Agreement	Contract

LEASE AGREEMENT

This Lease Agreement ("Agreement") made and entered into this 4th day of February, 2019, and between the CITY OF STORM LAKE, IOWA, party of the first part, hereinafter referred to as LESSOR; and St. Mary's Catholic School, Storm Lake, IA, party of the second part, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the Memorial Ballfields hereinafter called Memorial Ballfields are owned by the City of Storm Lake; a municipal corporation situated in Buena Vista County, Iowa, and subject to the management and control of the LESSOR; and

WHEREAS, St. Mary's Catholic School, Storm Lake, IA has in the past leased the Memorial Ballfields from the City; and

WHEREAS, St. Mary's Catholic School, Storm Lake, IA has again offered to rent said property from the City; and

NOW, THEREFORE, in consideration of the mutual terms, agreements, and covenants herein contained, and other valuable considerations, LESSOR does hereby demise and let unto LESSEE, and LESSEE does hereby hire and take from LESSOR certain premises and facilities, rights, licenses, services and privileges in connection with and as follows:

ARTICLE I - PREMISES

A. LESSOR, in consideration of the rents herein reserved and of the terms, covenants and conditions herein contained and expressed on the part of the LESSEE, to be kept and performed, demises, leases and rents unto the LESSEE, and the LESSEE hereby leases, hires and takes of and from the LESSOR the following described premises, to-wit: See Attachment "A".

- 1) In addition to the premises described on Attachment "A", the parties acknowledge that the premises is a landlocked parcel. The parties also understand that a long-standing method of vehicular and pedestrian ingress-egress access has been established to the baseball parking lot and the softball parking lot. LESSOR does not covenant nor guaranty in any way that LESSOR has legal title to any such ingress-egress areas. However, to the extent that LESSOR has such ingress-egress access by operation of law, LESSOR hereby leases and rents to LESSEE such continued ingress-egress access.

B. LESSEE agrees to pay LESSOR for the use of the demised premises, facilities, rights, licenses, services and privileges granted hereunder the rentals, fees and charges set forth in this Agreement, all within the time periods required for payment.

C. LESSEE will use the demised premises as a baseball/softball complex, and shall be used by the LESSEE in the operation of the purpose hereinbefore stated, except by written consent of the LESSOR. LESSEE will not permit any person to use the same for any unlawful purpose, nor for any activity deemed extra-hazardous on account of fire, nor commit any act which will invalidate any policy of insurance on said demised premises.

D. LESSEE may place any signs, decorations or objects on the demised premises which is consistent with the usage of the demised premises as a baseball/softball complex, which may include advertising signage, either by attaching the same to the building or placing them on the adjacent grounds, unless such signage violates city code or regulations, or federal or state law.

E. That LESSEE shall have the right, with written permission of the LESSOR, which permission shall not be unreasonably withheld, to construct and maintain improvements on said demised Premises. All improvements and buildings constructed by LESSEE shall be at the LESSEE'S sole cost and expense, shall be constructed in good and workmanlike manner and the LESSEE shall not permit the creation or existence of any lien upon the demised premises by reason thereof. Nothing contained herein is intended or shall be construed to constitute LESSEE as the agent for the LESSOR for the purpose of imposing any lien on LESSOR'S interest in the demised premises or for the purpose of imposing any liability on LESSOR to other persons. No work, labor or material placed upon the demised premises can give rise to a mechanic's lien against said demised premises so far as the LESSOR is concerned. **LESSEE will submit a written plan for improvements including cost estimates to the LESSOR prior to making said improvements. LESSEE will submit to LESSOR actual costs for improvements made. LESSEE will maintain a log of all improvements made, the date of the improvement and the actual cost of the improvement. Unless otherwise agreed by the parties in writing, all improvements made by the LESSEE to the demised premises shall remain with the demised premises during and following the lease term and shall be the property of LESSOR.**

ARTICLE II - TERM

A. LESSEE shall have and hold all of the privileges hereinbefore described for a term of one (1) year, commencing effective on the 1st day of December, 2018 and ending on the 30th day of November, 2019.

ARTICLE III - RENTAL AND FEES

A. In consideration of the leasing aforesaid, the LESSEE will pay the LESSOR at such place as the LESSOR shall in writing designate as and for the rental for said demised premises, the sum of \$1.00 per year on the first day of December, 2018.

ARTICLE IV - MAINTENANCE OF DEMISED PREMISES

A. LESSEE shall operate, maintain and keep in good repair the demised premises described in Attachment "A" and all appurtenances, facilities and services now or hereafter connected with the foregoing.

- 1) Notwithstanding the foregoing, LESSOR shall maintain and keep in good repair, or otherwise cause to maintain and keep in good repair, all ingress-egress areas.

B. LESSOR may at all reasonable times enter to view the condition the demised premises described in Attachment "A" without advance notice to LESSEE.

C. LESSEE shall furnish, at its own cost and expense, all utilities necessary and convenient for LESSEE'S use of the demised premises. It shall be the duty of the LESSEE to maintain and keep in good state of repair all utility services including water pipes, wiring and heat pipes to the extent that the same are not kept and maintained by the particular utility company extending such service. This duty shall extend to the utility facilities outside the buildings as well as within.

D. LESSEE agrees to use the demised premises leased to it hereunder in a proper manner consistent with the purposes for which said demised premises are leased to it, and to return said demised premises to LESSOR at the end of the term hereof, in good condition.

E. LESSEE shall suffer no waste or injury to the demised premises, nor obstruct the streets or sidewalks adjacent thereto, that it will do nothing which will be liable to cause structural injury to the buildings.

F. HAZARDOUS WASTE.

- 1) LESSOR and LESSEE shall strictly comply with and obey all environmental laws, including but not limited to those laws with respect to the creation, storage and disposal of hazardous materials. LESSEE is strictly prohibited from creating, utilizing, storing or disposing of any material or substance which may be hazardous without prior notice to and written consent from LESSOR, except for those substances reasonably related to LESSEE'S uses.

- 2) LESSOR and LESSEE shall defend, hold harmless and indemnify each other from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense, for any injury or such injury or damage which has been caused by the act, neglect, fault or omission of either the LESSOR or the LESSEE or their agents, servants, employees or invitees, resulting from the creation, utilization, storage or disposal of any material or substance. This indemnification is intended to operate as indemnity under 42-U.S.C. 9607(e) (1). This indemnification is intended to be an absolute cross-indemnification between the LESSOR and the LESSEE against any claims either made against the LESSOR for the acts of the LESSEE or claims made against the LESSEE for acts of the LESSOR. This indemnification is intended to survive the termination or expiration of this Agreement for five (5) years. Said indemnification shall operate as indemnity for any claim or damage set forth herein and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense incurred after the termination or expiration of the Agreement caused by the act, negligence, fault or omission of LESSOR or the LESSEE including their agents, servants, employees or invitees for events which have occurred during the term of the Agreement. LESSEE shall indemnify and save harmless the LESSOR from any and all losses that may result to the LESSOR because of any acts on the part of the LESSEE, its agents, servants, invitees and licensees.

G. LESSEE shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the premises, of all trash, garbage and other refuse caused as a result of the operation of its business. LESSEE shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the demised premises shall not be permitted. **LESSEE is responsible for off season clean up of trash, garbage, debris and refuse.**

ARTICLE V - CANCELLATION

A. The invalidity or unenforceability of any provision hereof shall not affect or impair any of the other provisions herein contained. That no waiver or breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

B. The LESSOR may cancel the Lease at any time, without cause, subject to the following provisions:

- 1) All scheduled games in a season underway would be allowed without interruption;

- 2) Notification to address set out in Article IX.

ARTICLE VI - INDEMNITY

A. LESSEE agrees to indemnify and hold LESSOR harmless from and against all liability for injuries to persons or damage to property caused by LESSEE'S use or occupancy of the demised premises; and provided further that LESSOR shall give LESSEE prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect LESSEE and LESSEE shall have the right to compromise and defend the same to the extent of its own interest only upon prior written consent of LESSOR.

B. It is understood and agreed that the City of Storm Lake, Iowa is named as "Additional Insured" in respect of the insured 's occupancy of the demised premises, and such policy of insurance which shall bear the following endorsement in words or substance:

“It is understood and agreed that the City of Storm Lake is named as "Additional Insured" in respects to the insured's occupancy of the premises.

LESSEE shall provide proof of such insurance to the Lessor upon the execution of this lease by both parties.

C. LESSEE agrees to carry liability insurance during the existence of the term for personal injury and property damage in a sum not less than \$ 1,000,000.00 single limit for each accident or occurrence for the protection of the LESSOR and LESSEE. The City of Storm Lake shall be an additional named insured on such policy of insurance, and proof of said insurance shall be delivered to the LESSOR at the time of each renewal of said policy. **LESSEE shall provide verification to the LESSOR annually.**

D. If LESSOR incurs any costs or attorneys fees on account of successfully enforcing LESSEE'S covenants and other agreements set forth in this Agreement, all such reasonable costs and attorneys fees, when paid by the LESSOR, shall be so much additional rent due on the next day after such payment or payments, shall be due and payable, and shall be collectible beginning the next day in the same manner as the rent payable under Article III above.

ARTICLE VII - NON-DISCRIMINATION

A. LESSEE for itself, and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- 1) No person on the basis of race, color, national origin, gender, religion, or, other basis of illegal discrimination shall be excluded for participation in, denied benefits of, or otherwise be subjected to illegal-discrimination in the operation of said facilities.
- 2) In the construction of any improvements on, over, or under such land, no person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination based upon race, color, national origin, or other basis of illegal discrimination.

B. LESSEE further covenants and agrees with respect to any service furnished to the public, if any, LESSEE will furnish the same on a fair, equal and not unjustly discriminatory basis to all users thereof and will charge a fair, reasonable and not unjustly discriminatory price for each unit or service, provided, however, that LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

ARTICLE VIII - ASSIGNMENT

LESSEE shall not at any time assign this Agreement or any part thereof without the express written approval of the LESSOR; provided that this shall not prevent the assignment of this Agreement to any corporation with which LESSEE may merge or consolidate or which may succeed to the business assets of LESSEE or a substantial part thereof. LESSEE shall not at anytime sub-let space in any demised premises now or hereafter leased exclusively to LESSEE without the express written consent of the LESSOR in advance.

ARTICLE IX - NOTICES

Notices to LESSOR provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed as follows:

Storm Lake City Clerk
P.O. Box 1086
Storm Lake, IA 50588

and notices to LESSEE if sent by registered mail, postage prepaid, addressed as follows:

H.S. Principal
St. Mary's Catholic School
320 Seneca Street
Storm Lake, IA 50588

or such other respective addresses as the parties may designate to each in writing from time to time.

ARTICLE X - GENERAL CONDITIONS

A. That LESSEE and LESSOR are not relying on any statement or representations of each other or of any other party in entering into this Agreement, and that all of the negotiations between the parties are merged into this Agreement and that there are no understandings, terms or agreements of any kind or nature that are not set out herein and that this Agreement and the provisions herein contained are the only agreements and understandings between the parties hereto.

B. All the covenants, stipulations and agreements in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

C. No modification of this Agreement shall be binding unless evidenced by an agreement in writing by LESSOR and LESSEE.

D. No waiver or a breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

E. All rights and remedies of the LESSEE and LESSOR under this Agreement shall be cumulative and that none thereof shall exclude other rights and remedies allowed by law.

ARTICLE XI - SPECIAL PROVISIONS & CONDITIONS

A. Provisions of the "Special Provisions & Conditions" shall be controlling in the case of conflict with any other section or provision of this lease.

B. The LESSEE will make the facilities available for use to other organized, nonprofit entities such as Little League on a limited basis when such use does not interfere with LESSEE'S use of the Premises. LESSEE may charge costs directly associated with said use to the user. Under the terms of this Lease, the LESSEE is not required to have the facility open for general public use.

C. LESSEE is encouraged and expected to make capital expenditures for improvements during the term of the Lease in order to maintain the facilities in at least their current conditions. Should there be a major capital expenditure (having a cost in excess of \$1,500), LESSEE shall provide thirty (30) day advance notice to LESSOR, who shall, within fourteen (14) days thereafter provide LESSOR'S express approval or disapproval of any such capital expenditure.

D. In the event that the LESSEE violates or allows violation of the lease, local, state or federal law on the demised premises, LESSOR shall have the right to cancel the lease immediately, subject only to the following provisions:

1) Notification of LESSEE.

E. Both parties agree that the premises are serviceable and in good condition at the time of execution of this document and that LESSEE will return the property in its present condition or better.

F. LESSEE has installed a water meter at LESSEE'S expense. LESSOR will not assess sanitary sewer costs on the water bill but will assess normal charges for storm water and landfill fee. Should rest room facilities be installed, normal sanitary sewer fees will be assessed.

G. LESSOR reserves the right to remove, at any time, the mobile bleachers for LESSORS use.

H. LESSOR shall have access to the property to perform work associated with storm water maintenance or storm water handling improvements.

ARTICLE XII - SAVING CLAUSE

A. Should any part or provisions of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part of provision of this Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

CITY OF STORM LAKE, IOWA

ST. MARY'S CATHOLIC SCHOOLS

Michael Porsch, Mayor

Rev. Timothy Friedrichsen, Pastor

ATTEST:

Mayra Martinez, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

Lot Seven (7) of the Plat of Huber Extension of Storm Lake City Limits, being a tract of land located in the SW $\frac{1}{4}$ of Section 2, Township 90 North, Range 37 West of the 5th P.M., and more particularly described as follows: Starting at the Southeast Corner of Section 2, Township 90 North, Range 37 West of the 5th P.M., Thence West for 3,191.5 Feet, thence North for 229.5 Feet, thence North 00° 53' East for 287.2 Feet to the Point of Beginning; Thence South 89° 69' West for 259.1 Feet, thence South 00° 11', East 186.5 Feet to the North Right-of-Way line of Federal Highway No. 71, thence North 67° 36' West along the North Right-of-Way line of Federal Highway No. 71 for 627.6 Feet, Thence North 1° 05' East for 402.65 feet along the West Line of Government Lot 1 of the SW $\frac{1}{4}$ of Section 2, Township 90 North, Range 37 West of the 5th P.M., Thence South 89° 07' East for 836.9 Feet, Thence South 0° 53' West for 446.45 Feet to the Point of Beginning, and containing 9.5 Acres, more or less; **EXCEPT** three parcels of the above described tract, said excepted parcels are described as follows:

Parcel #1: Beginning at the Southeast corner of the said Lot 7, where the East line of the said

Lot 7 intersects the North Right-of-Way line of Federal Highway No. 71, Thence North 67° 36' West for 150 Feet along the said Right-of-Way line, Thence North 0° 11' West for 129.8 Feet, Thence North 89° 39' East for 138.9 Feet, thence South 0° 11' East for 186.5 Feet to the Point of Beginning.

Parcel #2: A strip of land 120 Feet in width along the South side of the said Lot 7 and adjacent to Federal Highway No. 71, from the West line of Parcel #1 as above described to the West line of the said Lot 7.

Parcel #3: A strip of land 190 Feet in width along the West side of the said Lot 7, from the North line of Parcel #2 as above described, to the North line of said Lot 7.

SUB-LEASE

This Sub-Lease (“***Sub-Lease***”) is made this ____ day of January, 2019, between St. Mary’s Catholic School, Storm Lake, Iowa, 300 Third Street, Storm Lake, Iowa 50588 (“***St. Mary’s***”) and the Storm Lake Whitecaps, LLC, 204 Ontario St, Storm Lake, IA 50588 (“***Whitecaps***”) with the express consent of the City of Storm Lake, Storm Lake City Hall, PO Box 1086, 620 Erie Street, Storm Lake, Iowa 50588 (“***City***”).

WHEREAS the Memorial Ballfields located in the City of Storm Lake, Iowa (“Memorial Ballfields”) are owned by the City, and leased to St. Mary’s under a certain Lease Agreement dated January ____, 2019 (the “***Lease Agreement***”); and

WHEREAS, St. Mary’s desires to sub-lease the Memorial Ballfields to the Whitecaps in order to allow a newly-formed baseball team to utilize the Memorial Ballfields while allowing St. Mary’s to have primary use for high school baseball and softball; and

WHEREAS, the City desires to provide its express consent, as such express consent is required under the Lease Agreement.

NOW THEREFORE, in consideration of the mutual terms, agreements and covenants herein contained, and other valuable consideration, it is agreed:

1. Use for playing baseball/softball. The Memorial Ballfields (which include a baseball field and softball field) shall be used as follows:
 - A. The softball field shall be exclusively used by St. Mary’s. This Sub-Lease shall not affect the use of the softball field.
 - B. St. Mary’s shall have use of the baseball field for all of its scheduled contests in 2019.
 - C. The Whitecaps shall have use of the baseball field for the 2019 home schedule which shall have approximately as many home games as the 2018 home schedule and which shall not conflict with the St. Mary’s home schedule. The parties shall provide their schedules to each other as soon as possible.
 - D. With respect to practices, St. Mary’s shall have primary and first use of the baseball field. Any practices or clinics conducted by the Whitecaps must be approved by the baseball coach for St. Mary’s.
 - E. With respect to make-up dates, the Whitecaps may not schedule any such dates without conferring with the baseball coach for St. Mary’s, who, in his sole discretion, may or may not agree to such date(s) in the event that such make-up dates are during the baseball season. With respect to scheduling of make-up dates for St. Mary’s, the St. Mary’s may schedule any such make-up dates over any dates previously scheduled by the Whitecaps for their practices. The parties shall

confer regularly about all make-up date situations.

2. Term. The Term of this Sub-Lease shall commence with its execution and with the payments as set forth in section 4(D), and shall terminate on August 31, 2019.
3. Rent, Costs and Deposit.
 - A. No deposit: No deposit shall be required under this Sub-Lease..
 - B. Rent: The rent ("***Rent***") for the entire term of the Sub-Lease shall be **\$1.00**.
 - C. Supply and equipment costs / Bullpens: The parties understand that St. Mary's has certain expenses for the upkeep and maintenance of the Memorial Ballfields. The Whitecaps shall cover those specific expenses as set forth under Sections 3(E), 3(F), 3(G), 3(H) and 3(I). Section 4, 5 and 6 also specify certain duties with respect to the Whitecaps in relation to supplies and equipment.
 - D. Payments. The Whitecaps shall make the following scheduled payments to St. Mary's:
On July 15:

Rent :	\$ 1	(100%)
Electric:	\$ 150	(½ of scheduled amt)
Water:	\$ 75	(½ of scheduled amt)
Toilet:	\$ 125	(½ of scheduled amt)
Maintenance:	<u>\$ 999</u>	(½ of scheduled amt)
Total:	\$1,350	

On August 15:

Maintenance:	\$1,000	(½ of scheduled amt)
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On September 30:

Electric:	\$ 150	(or as revised - see 3(E))
Water:	\$ 75	(or as revised - see 3(F))
Toilet:	<u>\$ 125</u>	(or as revised - see 3(G))
Total:	\$ 350	(or as revised)

Plus any other costs as under Section 3(I) or 4
 - E. Utility costs - Electric: Subject to the following, the Whitecaps shall pay St. Mary's a total of \$300 towards electrical costs. Notwithstanding the foregoing, St. Mary's shall provide a copy of the electric bills for the months covering June, July and August. In the event that the total of these invoices is less than \$500, then the total amount owing by the Whitecaps to St. Mary's shall be so reduced. In the event that the total of these invoices is more than \$700, then the total amount owing by the Whitecaps to St. Mary's shall be so increased.

- F. Utility costs - Water: Subject to the following, the Whitecaps shall pay St. Mary's a total of \$150 towards water costs. Notwithstanding the foregoing, St. Mary's shall provide a copy of the water bills for the months covering June, July, August and September. In the event that the total of these invoices is less than \$250, then the total amount owing by the Whitecaps to St. Mary's shall be so reduced. In the event that the total of these invoices is more than \$400, then the total amount owing by the Whitecaps to St. Mary's shall be so increased.
 - G. Utility costs - Toilet: Subject to the following, the Whitecaps shall pay St. Mary's a total of \$250 towards toilet costs. Notwithstanding the foregoing, St. Mary's shall provide a copy of the toilet bills for the months covering June, July and August. In the event that the total of these invoices is less than \$450, then the total amount owing by the Whitecaps to St. Mary's shall be so reduced. In the event that the total of these invoices is more than \$600, then the total amount owing by the Whitecaps to St. Mary's shall be so increased.
 - H. General Maintenance: The Whitecaps shall pay St. Mary's a total of \$1,999 towards the usual and ordinary general maintenance of the Memorial Ballfields.
 - I. Other costs. The Whitecaps shall pay for any other damages arising under this Sub-Lease. St. Mary's shall provide an invoice for such other damages arising under this Sub-Lease to the Whitecaps, who must make payment in ten (10) days.
4. Maintenance of fields/Improvements. With respect to any use of the Memorial Ballfields, the Whitecaps must return the condition of the field to which it was prior to each use by the Whitecaps. This would, but not be limited to, the following: infield must be dragged, the pitching mound properly restored, and the batting area properly restored, trash all removed, field secured. All maintenance by the Whitecaps must be as required by the St. Mary's baseball coach, as may be amended from time to time in the coach's sole and reasonable discretion.

In the event that the field maintenance contractor for St. Mary's is required to spend additional time in order to carry out the maintenance duties required upon the Whitecaps, the field maintenance contractor shall itemize the time necessary to carry out such corrective maintenance as well as any out-of-pocket expenses. The time shall be billed at \$25 per hour. Such labor and costs shall be invoiced as under Section 3(F) above.

The Whitecaps shall, by no later than May 15, 2019, have constructed a bullpen in the left-field foul territory in the area already designated by the parties.

Other improvements of the field are encouraged, however the Whitecaps may not make any improvements unless so approved by both St. Mary's and the City.

5. Equipment / Buildings.

- A. The Whitecaps may not use any equipment belonging to St. Mary's without first

receiving permission from the St. Mary's field maintenance manager. The Whitecaps shall be responsible to pay for any damage to any such equipment. On the permitted dates, the Whitecaps shall be permitted:

- i. Use of dugouts, batting cages, press box and supply areas.
 - ii. Bases and related equipment to install bases, rakes and lawn tractor and related equipment necessary to restore the baseball field.
- B. The Whitecaps must supply all other equipment and baseball supplies not listed above, including uniforms, bats, balls, chalk, and any and all other items necessary for baseball contests and practices.
- C. In order to avoid any misunderstandings, the Whitecaps shall provide a written list of all equipment it owns or is otherwise obtaining to the field manager for St. Mary's. At the end of this Sub-Lease, there should be no misunderstandings about any equipment to be removed by the Whitecaps, which should be on this list.

6. Concessions.

- A. St. Mary's has an agreement with Coca-cola which requires that all drink products sold at the Memorial Ballfields must be purchased through the Coca-cola distributor, and the Whitecaps shall be subject to this requirement.
- B. The Whitecaps has purchased a portable 3-compartment sink, which allows the concession stand to be compliant with all governmental regulations, and which shall be jointly used under this Sub-Lease. (This item shall be listed under Section 5(C)).
- C. Both parties may use the concession stand building.
- D. The Whitecaps may use St. Mary's equipment within the concession stand and the grill. (If the Whitecaps provide equipment for the concession stand, St. Mary's may use that equipment, and if the Whitecaps intend to remove such equipment, those items must be listed under Section 5(C)).
- E. With respect to inventory, prior to the end of St. Mary's season, St. Mary's and the Whitecaps shall cooperate to share inventory. During this period. St. Mary's shall adopt a procedure for the reporting of inventory by both parties at the end of each contest. At the end of a St. Mary's contest, St. Mary's shall make a report of the inventory. At the end of a Whitecaps' contest, the Whitecaps shall make a report of the inventory. St. Mary's shall purchase and supply all inventory. St. Mary's shall periodically provide written invoices to the Whitecaps for the cost of the inventory used by the Whitecaps, who must make payment within ten (10) days.

At the end of St. Mary's season, St. Mary's shall remove their inventory (or sell it to the Whitecaps at cost). Thereafter, the Whitecaps shall purchase and supply all inventory for the rest of the Whitecaps' season and St. Mary's shall have no responsibilities with respect to inventory.

- F. It is absolutely essential that the Whitecaps return the concession stand to a good and clean condition. If not, St. Mary's may make claim for the same.
- 7. Signs. All present and permanent signage existing shall remain in place. If the Whitecaps are to utilize signage, it must be temporary, only utilized on Whitecap game dates. All signage used by the Whitecaps must be removed prior to any St. Mary's contest.
- 8. Liability/Indemnification.
 - A. The Whitecaps agree to indemnify and hold the City and St. Mary's harmless from and against all liability for injuries to persons or damage to property caused by the Whitecaps use or occupancy of the demised premises; and provided further that the Whitecaps shall give the City and St. Mary's prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the City or St. Mary's, and the City or St. Mary's shall have the right to compromise and defend the same to the extent of its own interest only upon prior written consent of the Whitecaps.
 - B. The Whitecaps agree to carry liability insurance during the existence of the term for personal injury and property damage in a sum not less than \$1,000,000.00 single limit for each accident or occurrence for the protection of the City and St. Mary's. The City and St. Mary's shall be an additional named insured on such policy of insurance, and proof of said insurance shall be delivered to the City and St. Mary's on or before June 1, 2019.
- 9. Alcohol
 - A. The Whitecaps intend on obtaining a license to sell alcohol during Whitecaps' contest. St. Mary's has no authority to provide permission to the Whitecaps as it relates to alcohol. The Whitecaps must obtain a separate license from the City as it relates to the sale of alcohol. It is clearly understood that St. Mary's shall have no connection or control over alcohol at Memorial Field or anywhere. The Whitecaps shall be the party that is in total and complete control of the alcohol. The Whitecaps shall be completely responsible for any and all alcohol related to the use of the premises. There shall be absolutely no alcohol on the premises except during Whitecaps contests.
 - B. In the event such license is granted by the City to the Whitecaps, the Whitecaps agree to carry dram shop liability insurance in a sum not less than \$1,000,000.00 single limit for each accident or occurrence. Said coverage shall name the City

and St. Mary's as additional insured parties, and proof of said insurance shall be delivered to the City and St. Mary's on or before June 1, 2019.

10. Original Lease Agreement / Consent.

A. The Whitecaps expressly agree to be bound to all of the terms under the Lease Agreement between the City and St. Mary's, as a sub-lessee.

B. The City hereby consents to the terms of this Sub-Lease.

11. Assignment. The Whitecaps may not at any time assign this Sub-Lease or any part thereof without the express written approval of the City and St. Mary's.

ST. MARY'S CATHOLIC SCHOOLS

By: Fr. Timothy Friedrichsen, Pastor

Date

STORM LAKE WHITECAPS, L.L.C.

By: Joe Kucera, Manager

Date

CONSENT GIVEN BY:

CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

Date

ATTEST:

Mayra Martinez, City Clerk

EXHIBIT "A"
2019 GAME SCHEDULE FOR THE WHITECAPS

2019 schedule

June

1. At Carroll
2. SF home
3. At Albert Lea
6. At SF
8. At Ames
9. Albert Lea home
10. SF home
15. At Albert Lea
16. At Carroll
17. Bancroft home
19. Carroll home
21. At SF
22. SF home
23. Carroll home
24. At Carroll
27. SF home
28. At SF
29. Bancroft home
30. At SF

July

1. At Carroll
 3. At Albert Lea
 4. Carroll home
 6. Ames home
 7. At Bancroft
 8. Carroll home
 12. At Ames
 13. Albert Lea home
 14. At SF
 15. SF home
 18. Albert Lea home
 19. At Carroll
 20. At Bancroft
 21. Bancroft home
 25. Carroll home
 26. At Bancroft
 27. Ames home
- Playoffs start on July 28

Staff Summary

2/4/2019

Agenda Item # 4.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 42-R-2018-2019 Setting Public Hearing for Sale and Disposition of Real Estate - Lot 23**

BACKGROUND: The City of Storm Lake is the developer of the lots located in 3rd Addition. In order to move forward with the lot transfer from the City of Storm Lake to the Storm Lake School District, the City needs to set a public hearing for the real estate transfer.

Staff recommends setting a public hearing for February 18, 2019 at 5:00 p.m. in Council Chambers.

FISCAL IMPACT: Publications costs are estimated to be \$100.

RECOMMENDATION: Approve Resolution No. 42-R-2018-2019 Setting a Public Hearing for February 18, 2019 at 5:00 p.m. in Council Chambers.

ATTACHMENTS:

Description	Type
□ Resolution No. 42-R-2018-2019	Resolution
□ Real Estate Contract	Contract
□ Notice of Public Hearing	Backup Material

RESOLUTION NO. 42-R-2018-2019

**RESOLUTION PROPOSING SALE AND DISPOSITION OF REAL ESTATE
AND PROVIDING NOTICE TO THE PUBLIC**

WHEREAS, the City of Storm Lake, Iowa (the “City”) is the owner of real estate described
as:

Lot 23, Storm Lake 3rd Addition, in the City of Storm Lake, Buena Vista County,
Iowa,

(the “Real Estate”);

WHEREAS, the City has received a proposal from the Storm Lake Community School
District (the “District”), in the form of a proposed Real Estate Contract (the “Contract”) by and
between the City and the District, pursuant to which the City would sell and convey the Real Estate
to the District;

WHEREAS, the Real Estate is not needed by the City;

WHEREAS, under the Contract, the District, as consideration for the real estate conveyance,
will satisfy the City’s remaining \$15,500.00 financial obligation to the District under a Development
Agreement between the City and the District dated September 20, 2010; and

WHEREAS, a copy of the Contract is on file for public inspection during regular business
hours in the office of the City Clerk, City Hall, 620 Erie Street, City of Storm Lake, Iowa.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does
hereby propose to sell, dispose of, and convey, the Real Estate to the District on the terms described
above.

IT IS FURTHER RESOLVED that this proposal shall be scheduled for a public hearing at the
Council Chambers at City Hall at a regular council meeting scheduled for February 18, 2019, at 5:00

p.m. The City Clerk is further directed to have a copy of this Resolution published in the Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting.

Passed and approved this 4th day of February, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**REAL ESTATE CONTRACT
(SHORT FORM)**

IT IS AGREED between the City of Storm Lake, Iowa, an Iowa municipal corporation, ("Sellers"); and Storm Lake Community School District ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Buena Vista County, Iowa, described as:

Lot 23, Storm Lake 3rd Addition, in the City of Storm Lake, Buena Vista County, Iowa,

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; and c. any easements of record for public utilities, roads and highways, upon the following terms:

1. **PRICE.** The consideration for the Real Estate is Buyers' satisfaction of Sellers' remaining \$15,500.00 financial obligation to Buyers under a Development Agreement between the parties dated September 20, 2010. The \$15,500.00 obligation is composed of the remaining \$8,000.00 reimbursement owed for storm water line improvements, \$2,500.00 for a sewer line up-size, and \$5,000.00 for park land. Buyers shall provide evidence of such satisfaction as specified below at closing, to be held at the office of Havens and Havens, 716 Lake Avenue, Storm Lake, IA 50588:

Buyers shall execute and deliver to City at closing a duly-executed document called Full Satisfaction of Obligation, an unexecuted copy of which is attached hereto as Exhibit "A," upon Sellers' delivery to Buyers of the warranty deed conveying the Real Estate to Buyers.

2. **INTEREST.** Buyers shall also pay interest at the rate of 4 percent per annum on the amount of all indebtedness not timely satisfied and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay all real estate taxes delinquent if not paid April 1, 2019, and October 1, 2019, and a fractional share of the taxes delinquent if not paid April 1, 2020, the numerator of which fraction shall be the number of days from January 1, 2019 through the date of closing, inclusive, and the denominator of which fraction shall be 181; and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract. All other special assessments shall be paid

by Buyers.

5. POSSESSION AND CLOSING. Sellers shall give Buyers possession of the Real Estate on the date of closing, provided Buyers are not in default under this contract. Closing shall be on April 1, 2019, or such other date upon which the parties may agree in writing.

6. INSURANCE. Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date on which all proceedings of the City Council of Sellers necessary to approve this sale of Real Estate are shown of record, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale.

9. CARE OF PROPERTY. Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. DEED. Upon Buyers' delivery to Sellers of the duly-executed "Satisfaction of Obligation," an unexecuted copy of which is attached hereto as Exhibit "A", Sellers shall convey the Real Estate to Buyers or their assignees, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. REMEDIES OF THE PARTIES. a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special

assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of

reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

13. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

14. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

15. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

16. ADDITIONAL PROVISIONS. This contract is subject to and conditioned upon its approval by the City Council of the City of Storm Lake, Iowa, and the School Board of the Storm Lake Community School District. If not approved by either the City Council of the City of Storm Lake, Iowa, or the School Board of the Storm Lake Community School District, this contract shall be void and unenforceable.

SELLERS:

Dated: _____

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

BUYERS:

Dated: _____

STORM LAKE COMMUNITY SCHOOL DISTRICT

By: _____
Peter Steinfeld, President, Board of Education

ATTEST:

Trudy Pedersen, Secretary, Board of Education

Exhibit "A"

FULL SATISFACTION OF OBLIGATION

In consideration of the conveyance by the City of Storm Lake, Iowa (the "City") to the Storm Lake Community School District (the "District") of real estate described as:

Lot 23, Storm Lake 3rd Addition, in the City of Storm Lake, Buena Vista County, Iowa, by warranty deed, the District, by its Board of Education, hereby satisfies Sellers' remaining \$15,500.00 financial obligation to Buyers under a Development Agreement between the City and the District dated September 20, 2010. The \$15,500.00 obligation hereby satisfied is composed of the remaining \$8,000.00 reimbursement owed for storm water line improvements, \$2,500.00 for a sewer line up-size, and \$5,000.00 for park land.

The District recognizes and acknowledges that said Lot 23 has a fair market value of \$15,500.00 at the time of its conveyance by the City to the District.

Dated: _____

STORM LAKE COMMUNITY SCHOOL DISTRICT

By: _____
Peter Steinfeld, President, Board of Education

ATTEST:

Trudy Pedersen, Secretary, Board of Education

NOTICE TO THE PUBLIC

Notice is hereby given to all residents of the City of Storm Lake, Iowa that the City Council will hold a hearing at 5:00 p.m. on February 18, 2019, at the Council Chambers in Storm Lake, Iowa, for the purpose of considering a proposal previously adopted by Resolution to dispose of real estate described in the previously-adopted Resolution. The Resolution is as follows:

RESOLUTION PROPOSING SALE AND DISPOSITION OF REAL ESTATE AND PROVIDING NOTICE TO THE PUBLIC

WHEREAS, the City of Storm Lake, Iowa (the "City") is the owner of real estate described as:

Lot 23, Storm Lake 3rd Addition, in the City of Storm Lake, Buena Vista County, Iowa,

(the "Real Estate");

WHEREAS, the City has received a proposal from the Storm Lake Community School District (the "District"), in the form of a proposed Real Estate Contract (the "Contract") by and between the City and the District, pursuant to which the City would sell and convey the Real Estate to the District;

WHEREAS, the Real Estate is not needed by the City;

WHEREAS, under the Contract, the District, as consideration for the real estate conveyance, will satisfy the City's remaining \$15,500.00 financial obligation to the District under a Development Agreement between the City and the District dated September 20, 2010; and

WHEREAS, a copy of the Contract is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, 620 Erie Street,

City of Storm Lake, Iowa.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does hereby propose to sell, dispose of, and convey, the Real Estate to the District on the terms described above.

IT IS FURTHER RESOLVED that this proposal shall be scheduled for a public hearing at the Council Chambers at City Hall at a regular council meeting scheduled for February 18, 2019, at 5:00 p.m. The City Clerk is further directed to have a copy of this Resolution published in the Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting.

Passed and approved this 4th day of February, 2019.

/s/ Michael Porsch
Michael Porsch, Mayor

ATTEST:

/s/ Mayra A. Martinez
Mayra A. Martinez, City Clerk

You are hereby advised of your right to be present at the Council meeting at 5:00 p.m., February 18, 2019, at the City Hall in Storm Lake, Iowa to speak in favor of or in opposition to such proposal to dispose of the real estate interest.

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

Staff Summary

2/4/2019

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 43-R-2018-2019 (1) Approving The Minimum Development Requirements, Competitive Criteria, And Procedures For Disposition Of Certain Property Located Within The Urban Renewal Area; (2) Determining That The Proposal Submitted By Joseph Aube Satisfies The Offering Requirements And Declaring The Intent Of The City To Enter Into A Development Agreement By And Between The City Of Storm Lake, Iowa And Joseph Aube In The Event That No Competing Proposals Are Submitted; And (3) Soliciting Competing Proposals.**

BACKGROUND: Joseph Aube (Developer) submitted a proposal for the purchase of the remaining 20 lots in 3rd Addition. The terms of the offer are outlined below:

1. The purchase price will be \$15,000 per lot, totaling \$300,000.
2. The Developer shall pay 10% of the purchase price at closing. This would be considered a unsecured loan to the Developer.
3. The City shall change the covenets to the property
4. The City will waive building permit fees
5. The Developer shall construct 20 Single Family homes not to exceed the following schedule.

<u>Date</u>	<u>Total Completed Housing Units by</u>
<u>Date</u>	
December 31, 2020	3
December 31, 2021	6
December 31, 2022	9
December 31, 2023	12
December 31, 2024	15
December 31, 2025	18
December 31, 2026	20

The Developer intends to use Friesen Construction to build the homes in 3rd Addition.

FISCAL IMPACT: The Developer expects to invest \$2,000,000 in the project, therefore adding taxable value to the community with the construction of 20 single family homes.

RECOMMENDATION: Approve Resolution No. 43-R-2018-2019

ATTACHMENTS:

Description	Type
☐ Aube Developer's Agreement	Contract

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY OF STORM LAKE, IOWA

AND

JOSEPH AUBE

_____, 2019

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter the "Agreement"), is made on or as of the _____ day of _____, 2019, by and between the CITY OF STORM LAKE, IOWA, a municipality (hereinafter the "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017, as amended (hereinafter the "Urban Renewal Act"), and JOSEPH AUBE, an individual doing business at 305 Alta Vista Street, Alta, Iowa (hereinafter the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for economic development in the City and, in connection therewith, by Resolution No. 15-R-2014-2015, on July 21, 2014, adopted the Storm Lake 3rd Addition Urban Renewal Plan (the "Urban Renewal Plan") for purposes of carrying out urban renewal project activities in an area known as Storm Lake 3rd Addition Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Plan has subsequently been amended twice, most recently by Amendment No. 2 to the Urban Renewal Plan, approved by Resolution No. 33-R-2018-2019 on December 3, 2018; and

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

WHEREAS, the Urban Renewal Plan authorized the City's completion of various public infrastructure improvements in the Urban Renewal Area; and

WHEREAS, the City has completed the infrastructure improvements in the Urban Renewal Area in order to prepare the real property in the Urban Renewal Area for residential development; and

WHEREAS, the City owns certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"), which the City is willing to sell to the Developer in order to have the Developer construct certain Minimum Improvements, including Housing Units, on the Development Property; and

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

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

ARTICLE I. DEFINITIONS

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

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

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

Code means the Code of Iowa, 2017, as amended.

Commencement Date means the date of this Agreement.

County means the County of Buena Vista, Iowa.

Developer means Joseph Aube and his permitted successors and assigns.

Development Property means that portion of the Storm Lake 3rd Addition Urban Renewal Area of the City described in Exhibit A hereto.

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

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

Housing Unit shall mean each dwelling unit constructed on the Development Property by Developer.

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

Minimum Improvements shall mean the construction of Housing Units on the Development Property as more particularly described in Exhibits B and B-1 to this Agreement.

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

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article

V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Project shall mean the construction of the Minimum Improvements on the Development Property, as described in this Agreement.

Purchase Price means the sale price of the Development Property as provided in Section 3.2 of this Agreement.

State means the State of Iowa.

Termination Date means the date this Agreement terminates, as established in Section 12.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Area shall mean the area known as the Storm Lake 3rd Addition Urban Renewal Area.

Urban Renewal Plan means the Storm Lake 3rd Addition Urban Renewal Plan, approved in respect of the Storm Lake 3rd Addition Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

a. Joseph Aube is an individual doing business in the State of Iowa, and has all requisite power and authority to own and operate his properties, to carry on his business as now conducted and as presently proposed to be conducted, and to enter into and perform his obligations under this Agreement.

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

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

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

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

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

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

environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

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

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

j. The Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall be complete on or before December 31, 2026.

k. The Developer is investing approximately \$2,000,000 in the Project.

ARTICLE III. PURCHASE AND SALE OF DEVELOPMENT PROPERTY

Section 3.1. Conditions Precedent to Transfer. The City's obligation to transfer title and possession of the Development Property to Developer at Closing shall be subject to satisfaction of the following conditions precedent:

a. The Developer is in material compliance with all of the terms of this Agreement; and

b. There has not been a substantial change for the worse in the financial resources and ability of the Developer, or a substantial decrease in the financing commitments secured by the Developer for construction of the Minimum Improvements, which change(s) make it likely, in the reasonable judgment of the City, that the Developer will be unable to fulfill its covenants and obligations under this Agreement.

Section 3.2. Transfer of Development Property. For the purchase price of \$15,000 per lot, totaling Three Hundred Thousand Dollars (\$300,000.00) (the "Purchase Price") and other consideration, including the obligations being assumed by the Developer under this Agreement, the City agrees to sell, and the Developer agrees to purchase, the Twenty (20) lots of the Development Property, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 403.8 of the Iowa Code.

a. The Purchase Price shall be paid as follows: the Developer shall pay 10% of the Purchase Price (\$30,000) by certified check or wire transfer representing 10% of the price of each lot (\$15,000 x 10% = \$1,500.00), at closing. The balance of each lot's portion of the Purchase Price shall be due, and Developer shall pay to the City prior to the issuance by the City of a certificate of occupancy for a Housing Unit on the lot. The City shall withhold certificates of occupancy for all Housing Units located on a lot for which the Developer has not paid the balance of the Purchase

Price (which balance will equal \$13,5000 (\$15,000 per-lot Purchase Price - \$1,500 paid at Closing)).

Section 3.3. Closing. The City's obligation to transfer title of the Development Property to Developer, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before March 22, 2019 or such other date as the parties shall mutually agree in writing (the "Closing Date"). Possession of the Development Property ("Possession") shall be delivered to Developer on or before the Closing Date. Any adjustments of rent, insurance, taxes, interest and all charges attributable to the City's possession shall be made as of the date of Possession. Developer shall pay 10% of the Purchase Price to the City by check or wire transfer at the Closing (subject to prorations, reductions, and credits as provided below). The transfer shall be considered closed upon the delivery to Developer of a duly executed special warranty deed for the Development Property, a form of which is attached hereto as Exhibit D, the filing of all title transfer documents, and the City's receipt of all funds due at the Closing Date from Developer under this Agreement ("Closing"). All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 3.4. Real Estate Taxes and Special Assessments. The Development Property is currently tax-exempt while owned by the City. Developer shall be responsible for all taxes post-Closing, if any. All special assessments, if any, assessed post-Closing shall be paid by Developer.

Section 3.5. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing, excepting any improvements undertaken or caused by Developer on the Development Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Development Property prior to closing. In the event of substantial damage or destruction prior to the Closing, the City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to: (i) any improvements undertaken or caused by Developer on the Development Property prior to Closing, and (ii) the Development Property after the Closing.

Section 3.6. Condition of Property; Care and Maintenance. The Developer agrees to take the Development Property "As Is", including with respect to environmental matters. Except as specifically set forth in this Agreement, the City makes no warranties or representations as to the condition of the Development Property. Notwithstanding anything herein to the contrary, Developer hereby waives all claims against the City as to the condition of the Development Property. Developer agrees to indemnify, release, defend, and hold harmless the City for all claims, damages, or costs relating to the Development Property that arise after the date of Closing. This Section shall survive the Closing.

Section 3.7. Abstract and Title. The City shall provide an abstract of title for the Development Property, continued through a date no more than Forty-Five (45) Days prior to Closing, and deliver it to Developer for examination, which shall become the property of

Developer upon Closing. Such abstract of title shall show merchantable title in the City in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. Developer may, at its sole cost and expense, obtain title insurance on the Development Property for itself and/or its lenders.

Section 3.8. Survey and Platting. City shall be responsible for any survey or platting work necessary to perfect a title defect or convey the Development Property to Developer. Developer shall be responsible for all other survey and platting of the Development Property, if any. The City authorizes Developer and/or its agents and contractors reasonable access to the Development Property for survey and platting purposes prior to Closing.

Section 3.9. Certification. Developer and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 3.10. Restriction. Developer acknowledges and agrees that until the Termination Date, the Development Property shall be used solely and exclusively for residential uses, as described in this Agreement. This Section shall survive Closing.

Section 3.11. Environmental Matters. At Closing, the City will file with the County Recorder's Office a properly executed Groundwater Hazard Statement as required by law. Developer takes the Development Property "As Is" with respect to any environmental matters. The City makes non-representation or warranties as to the environmental condition of the Development Property. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date. This Section shall survive Closing.

ARTICLE IV. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

Section 4.1. Construction of Minimum Improvements.

a. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and permits shall be made according to standard City processes for such plans and permits. The Developer

agrees that the scope and scale of the Minimum Improvements as constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement.

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

Section 4.2. Completion of Minimum Improvements. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken and completed according to the following schedule, or such other dates as the parties shall mutually agree upon in writing:

<u>Date</u>	<u>Total Completed Housing Units by Date</u>
December 31, 2020	3
December 31, 2021	6
December 31, 2022	9
December 31, 2023	12
December 31, 2024	15
December 31, 2025	18
December 31, 2026	20

For the purposes of this Agreement and this Section, a Housing Unit shall be considered completed upon issuances of a certificate of occupancy for the Housing Unit. Time lost as a result of Unavoidable Delays shall be added to extend these dates by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 4.3. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real

property contained on the Development Property between the Commencement Date and the Termination Date.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

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

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

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as is statutorily required and any additional insurance for the Minimum Improvements customarily carried by like enterprises engaged in like activities of comparable size and liability exposure.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer (as applicable to the specific policy), and Developer, as applicable, will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent

necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

e. Developer's insurance requirements under this Article V do not extend to any portion of the Minimum Improvements for which ownership is transferred or conveyed to a third party, as of the date of such transfer or conveyance, provided the transfer or conveyance is completed in compliance with the terms of this Agreement.

ARTICLE VI. FURTHER COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer shall maintain, preserve, and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property (for so long as it is owned by Developer), in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. The Developer shall keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. The Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements.

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

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

Section 6.6. LMI Assistance. The City and Developer acknowledge the statutory requirements of Chapter 403 of the Code, specifically with respect to the Low and Moderate Income (LMI) housing assistance. The current applicable percentage for Buena Vista County is 41.40%. The City will set aside a portion of the Tax Increment collected from the Development Property each year in order to comply with Iowa Code Section 403.22. The statutory requirements with respect to LMI assistance may be met by the construction of LMI-affordable Housing Units

as part of the development under this Agreement, which would decrease the required set aside funds.

Section 6.7. No Abatement. Developer and any Homebuyers who purchase lot(s) and/or Housing Units within the Development Property are not eligible for tax abatement for any portion of the Development Property under any Urban Revitalization Plan or any other State, federal or local law. Developer shall inform prospective Homebuyers of this information in writing prior to the sale to a Homebuyer of any lot(s) and/or Housing Units on the Development Property and secure a receipt from all Homebuyers that they received such information prior to the sale in the form of Exhibit E.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of the Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interest in this Agreement to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

b. Notwithstanding the foregoing, Developer may transfer or convey the Development Property and/or Minimum Improvements, or portions thereof, to a third party to be used for residential purposes, provided that the transfer or conveyance is in compliance with the terms of this Agreement, including but not limited to Sections 6.7 and 7.2.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. BUILDING PERMIT FEES

Section 8.1. Building Permit Fees Waived. For and in consideration of Developer's obligations under this Agreement, the City agrees to waive the standard fees charged by the City for building permits issued by the City for the Minimum Improvements.

ARTICLE IX. RESERVED

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

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

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

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

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

ARTICLE XI. DEFAULT AND REMEDIES

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

a. Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Transfer of any interest in the Development Property, Minimum Improvements, or this Agreement in violation of the provisions of this Agreement;

c. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement

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

e. The Developer shall:

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

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

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

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

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

g. Failure by the Developer to pay the Purchase Price or any portion thereof, when due, under the terms of Article III.

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

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

b. The City may terminate this Agreement; and

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

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

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

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XII. MISCELLANEOUS

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

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

a. In the case of the Developer, is addressed or delivered personally to Joseph Aube at 305 Alta Vista Street, Alta, IA 51002; and

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

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

Section 12.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for the costs of recording.

Section 12.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2027, unless the Agreement is terminated earlier by the other terms of this Agreement.

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

Section 12.11. No Merger. None of the provisions of this Agreement shall be deemed merged in, affected, or impaired by the deed provided at Closing.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk,

the Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

[Remainder of this page intentionally left blank. Signature pages to follow.]

CITY OF STORM LAKE, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Mike Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

JOSEPH AUBE

By: _____
Joseph Aube

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Joseph Aube to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Joseph Aube]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Storm Lake, County of Buena Vista, State of Iowa, more particularly described as follows:

LOTS ONE THROUGH THREE (1-3), AND SIX THROUGH TWENTY-TWO (6-22), ALL IN THE THIRD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of Lot One (1) in said Third Addition; Thence South $88^{\circ} 36' 49''$ East, along the South line of said Third Addition, 211.67 feet to the Southwest (SW) corner of Lot Eight (8); Thence continuing along said South line, South $88^{\circ} 37' 05''$ East, 547.18 feet to the Southeast (SE) corner of Lot Thirteen (13); Thence North $01^{\circ} 58' 37''$ East, along the East line of said Lot Thirteen (13), 82.82 feet; Thence continuing along said East line, North $20^{\circ} 00' 51''$ West, 24.95 feet to the East line of Magnolia Lane; Thence along said East line on the arc of a 65.00 foot radius curve, concave westerly, 74.36 feet, said curve having a chord which bears North $03^{\circ} 15' 10''$ East, for 70.37 feet to the East line of Lot Fourteen (14); Thence North $17^{\circ} 21' 39''$ East, along said East line, 25.00 feet; Thence continuing along said East line, North $01^{\circ} 58' 36''$ East, 86.02 feet to the North line of said Lot Fourteen (14); Thence North $88^{\circ} 36' 31''$ West, along said North line, 110.22 feet to the East line of Lot Twenty-Two (22); Thence North $01^{\circ} 58' 36''$ East, along said East line, 113.27 feet to the South line of East 13th Street; Thence North $88^{\circ} 37' 55''$ West, along said South line, 497.99 feet to the West line of Oneida Street; Thence South $01^{\circ} 39' 55''$ West, along said West line, 124.66 feet to the North line of Lot Three (3); Thence North $88^{\circ} 36' 10''$ West, along said North line, 150.13 feet to the West line of the Third Addition; Thence South $01^{\circ} 59' 04''$ West, along said West line, 274.97 feet to the Point of Beginning.

Excepting those portions of Lot A contained herein shown on the Final Plat of the Third Addition to Storm Lake as Oneida Street and Magnolia Lane rights-of-way.

The above described parcel contains 6.23 gross acres, less excepted street rights of way containing 1.44 acres for a net area of 4.79 acres.

EXHIBIT B
MINIMUM IMPROVEMENTS

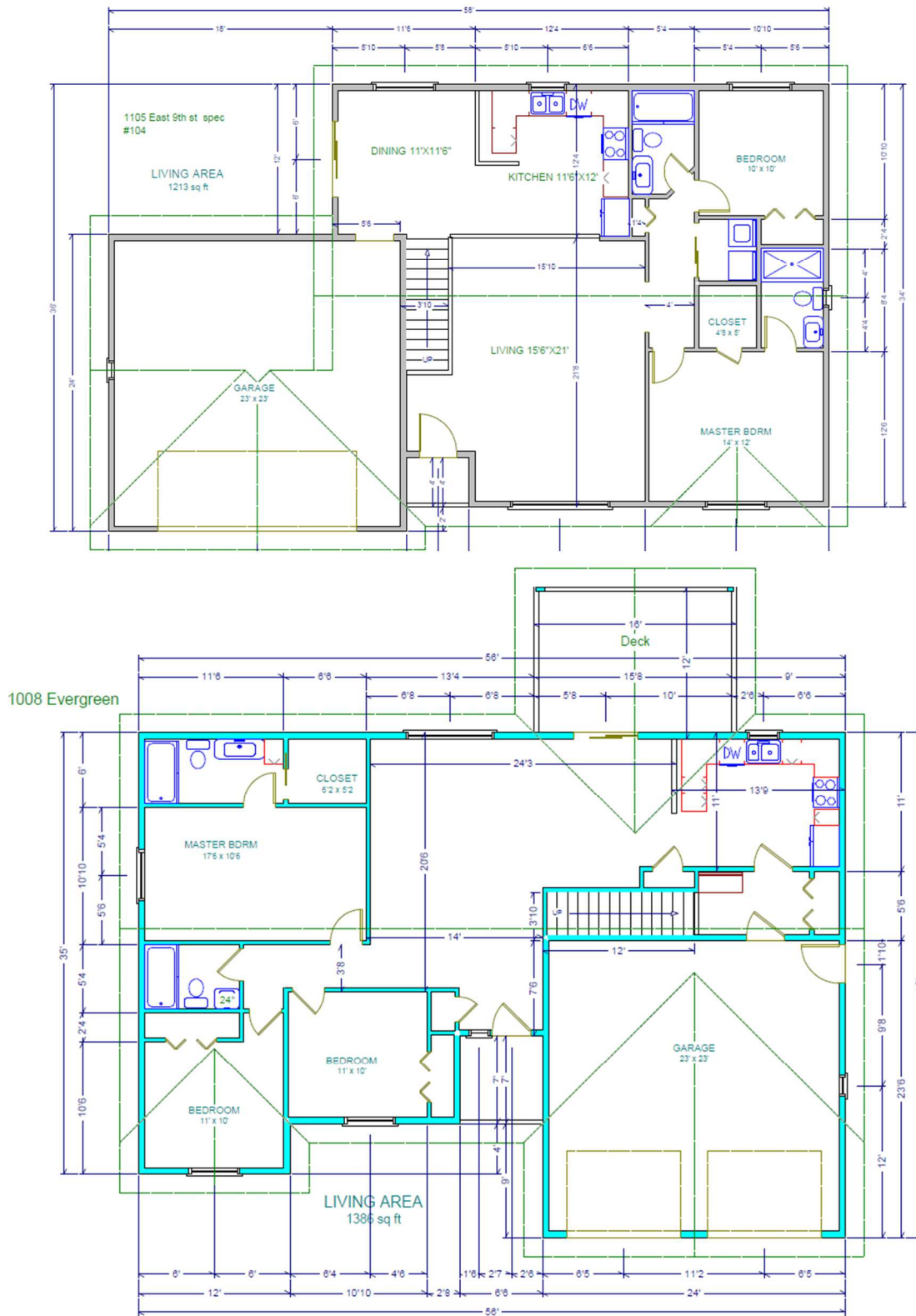
The Minimum Improvements shall consist of the construction by the Developer of 20 single family Housing Units together with related site improvements for the housing development, to be constructed consistent with approved plats and plans. See Exhibit B-1 for floor plans for the Minimum Improvements.

Each Housing Unit shall be sold at market rate pricing. Each Housing Unit constructed as a ranch-style home shall have a footprint that is a minimum of 1,200 square feet. Each Housing Unit constructed as a split-level or two-story home shall have a footprint that is a minimum of 1,000 square feet.

The Developer shall complete the Housing Units according to the following completion schedule:

<u>Date</u>	<u>Total Completed Housing Units by Date</u>
December 31, 2020	3
December 31, 2021	6
December 31, 2022	9
December 31, 2023	12
December 31, 2024	15
December 31, 2025	18
December 31, 2026	20

EXHIBIT B-1
FLOOR PLANS FOR MINIMUM IMPROVEMENTS ON THE DEVELOPMENT
PROPERTY



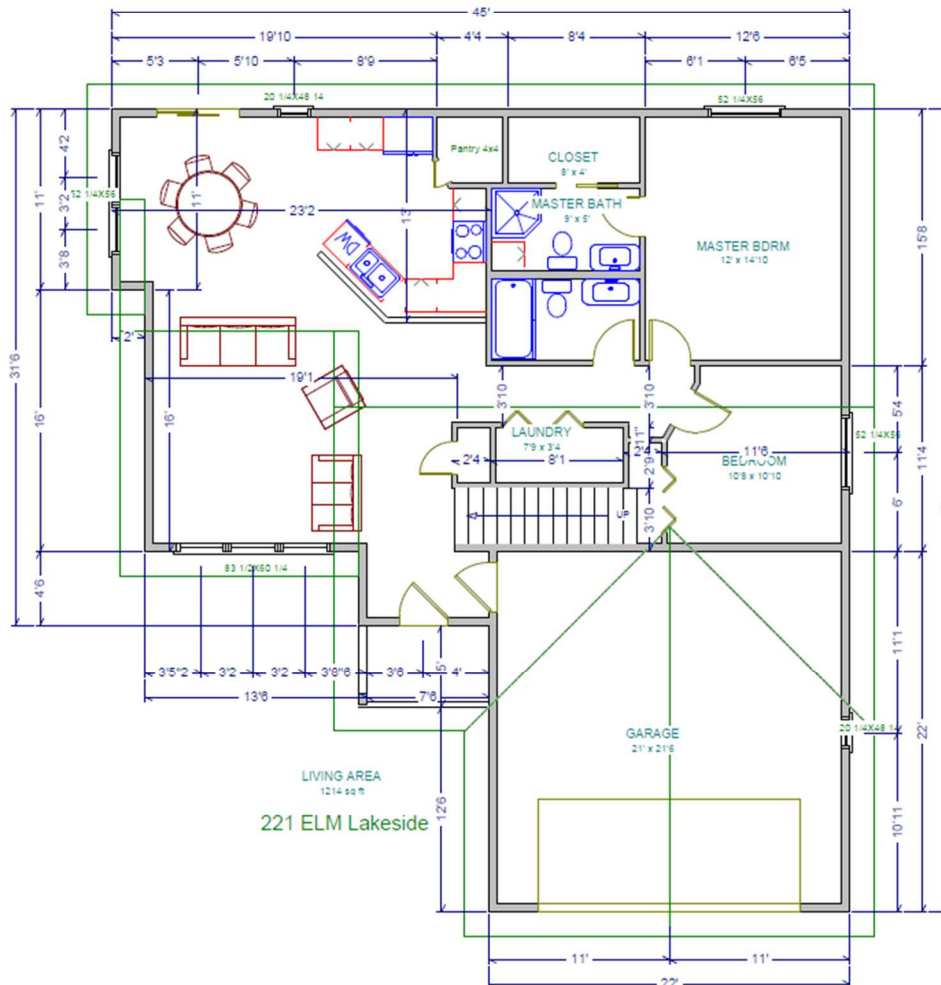
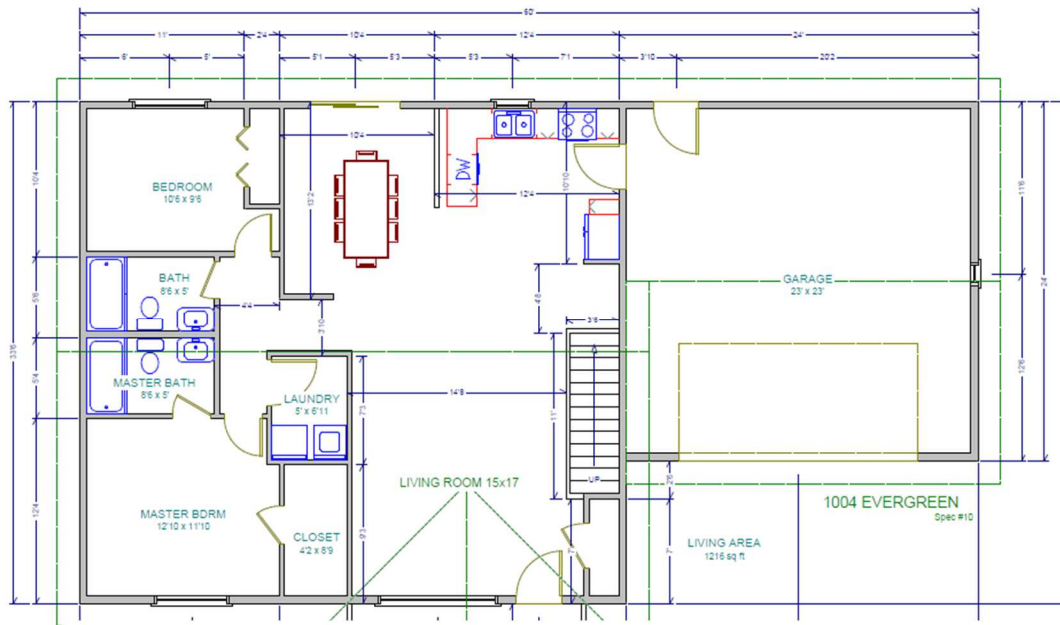


EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Storm Lake, Iowa (the "City") and Joseph Aube (the "Developer"), did on or about the ____ day of _____, 2019, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

LOTS ONE THROUGH THREE (1-3), AND SIX THROUGH TWENTY-TWO (6-22), ALL IN THE THIRD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of Lot One (1) in said Third Addition; Thence South 88° 36' 49" East, along the South line of said Third Addition, 211.67 feet to the Southwest (SW) corner of Lot Eight (8); Thence continuing along said South line, South 88° 37' 05" East, 547.18 feet to the Southeast (SE) corner of Lot Thirteen (13); Thence North 01° 58' 37" East, along the East line of said Lot Thirteen (13), 82.82 feet; Thence continuing along said East line, North 20° 00' 51" West, 24.95 feet to the East line of Magnolia Lane; Thence along said East line on the arc of a 65.00 foot radius curve, concave westerly, 74.36 feet, said curve having a chord which bears North 03° 15' 10" East, for 70.37 feet to the East line of Lot Fourteen (14); Thence North 17° 21' 39" East, along said East line, 25.00 feet; Thence continuing along said East line, North 01° 58' 36" East, 86.02 feet to the North line of said Lot Fourteen (14); Thence North 88° 36' 31" West, along said North line, 110.22 feet to the East line of Lot Twenty-Two (22); Thence North 01° 58' 36" East, along said East line, 113.27 feet to the South line of East 13th Street; Thence North 88° 37' 55" West, along said South line, 497.99 feet to the West line of Oneida Street; Thence South 01° 39' 55" West, along said West line, 124.66 feet to the North line of Lot Three (3); Thence North 88° 36' 10" West, along said North line, 150.13 feet to the West line of the Third Addition; Thence South 01° 59' 04" West, along said West line, 274.97 feet to the Point of Beginning.

Excepting those portions of Lot A contained herein shown on the Final Plat of the Third Addition to Storm Lake as Oneida Street and Magnolia Lane rights-of-way.

The above described parcel contains 6.23 gross acres, less excepted street rights of way containing 1.44 acres for a net area of 4.79 acres.

(the "Development Property"); and

WHEREAS, the term of the Agreement shall commence on the ____ day of _____, 2019 and terminate on December 31, 2027, as set forth in the Agreement;
and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

IN WITNESS WHEREOF, the City and the Developer have executed this Memorandum of Agreement for Private Development as of the ____ day of _____, 2019.

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

(SEAL) CITY OF STORM LAKE, IOWA

CITY OF STORM LAKE, IOWA

By: _____
Mike Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Mike Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

JOSEPH AUBE

By: _____
Joseph Aube

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Joseph Aube to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Joseph Aube]

EXHIBIT D
SPECIAL WARRANTY DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, the **City of Storm Lake, Iowa**, ("Grantor") does hereby convey to **Joseph Aube** ("Grantee") the following described real estate in Buena Vista County, Iowa:

LOTS ONE THROUGH THREE (1-3), AND SIX THROUGH TWENTY-TWO (6-22), ALL IN THE THIRD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of Lot One (1) in said Third Addition; Thence South 88° 36' 49" East, along the South line of said Third Addition, 211.67 feet to the Southwest (SW) corner of Lot Eight (8); Thence continuing along said South line, South 88° 37' 05" East, 547.18 feet to the Southeast (SE) corner of Lot Thirteen (13); Thence North 01° 58' 37" East, along the East line of said Lot Thirteen (13), 82.82 feet; Thence continuing along said East line, North 20° 00' 51" West, 24.95 feet to the East line of Magnolia Lane; Thence along said East line on the arc of a 65.00 foot radius curve, concave westerly, 74.36 feet, said curve having a chord which bears North 03° 15' 10" East, for 70.37 feet to the East line of Lot Fourteen (14); Thence North 17° 21' 39" East, along said East line, 25.00 feet; Thence continuing along said East line, North 01° 58' 36" East, 86.02 feet to the North line of said Lot Fourteen (14); Thence North 88° 36' 31" West, along said North line, 110.22 feet to the East line of Lot Twenty-Two (22); Thence North 01° 58' 36" East, along said East line, 113.27 feet to the South line of East 13th Street; Thence North 88° 37' 55" West, along said South line, 497.99 feet to the West line of Oneida Street; Thence South 01° 39' 55" West, along said West line, 124.66 feet to the North line of Lot Three (3); Thence North 88° 36' 10" West, along said North line, 150.13 feet to the West line of the Third Addition; Thence South 01° 59' 04" West, along said West line, 274.97 feet to the Point of Beginning.

Excepting those portions of Lot A contained herein shown on the Final Plat of the Third Addition to Storm Lake as Oneida Street and Magnolia Lane rights-of-way.

The above described parcel contains 6.23 gross acres, less excepted street rights of way containing 1.44 acres for a net area of 4.79 acres.

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Agreement for Private Development, executed by the City of Storm Lake, Iowa and Joseph Aube, dated March ____, 2019 (hereinafter the "Agreement") which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Agreement.

None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

This transfer is exempt under Iowa Code Chapter 428A.2.19

Grantor does hereby covenant with Grantee and successors in interest to warrant and defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

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

EXHIBIT E
RECEIPT OF HOMEBUYER REGARDING NON-ELIGIBILITY FOR TAX
ABATEMENT

To:

By signing this form, you (the Homebuyer) acknowledge receipt of this document, which informs you that as a homeowner purchasing the below-described property, you will not be eligible for tax abatement under any urban revitalization plan of the City of Storm Lake, or any other state, federal, or local law.

[legal description, property address]

Signature: _____

Print Name: _____

Date: _____

Address: _____

01558085-1\11149-108

Staff Summary

2/4/2019

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 44-R-2018-2019 Fixing Date For A Public Hearing On The Proposal To Enter Into A Development Agreement With Joseph Aube**

BACKGROUND: Joseph Aube (Developer) submitted a proposal for the purchase of the remaining 20 lots in 3rd Addition. The terms of the offer are outlined below:

1. The purchase price will be \$15,000 per lot, totaling \$300,000.
2. The Developer shall pay 10% of the purchase price at closing. This would be considered a unsecured loan to the Developer.
3. The City shall change the covenets to the property
4. The City will waive building permit fees
5. The Developer shall construct 20 Single Family homes not to exceed the following schedule.

<u>Date</u>	<u>Total Completed Housing Units by</u>
<u>Date</u>	
December 31, 2020	3
December 31, 2021	6
December 31, 2022	9
December 31, 2023	12
December 31, 2024	15
December 31, 2025	18
December 31, 2026	20

The Developer intends to use Friesen Construction to build the homes in 3rd Addition.

By passing this resolution, a Public Hearing would be scheduled for March 18, 2019 at 5:00 pm. at City Council Chambers.

FISCAL IMPACT: The Developer expects to invest \$2,000,000 in the project, therefore adding taxable value to the community with the

construction of 20 single family homes.

RECOMMENDATION: Approve Resolution No. 44-R-2018-2019 scheduling a Public Hearing for March 18, 2019 at 5:00 pm. at City Council Chambers.

ATTACHMENTS:

Description		Type
	Resolution No. 44-R-2018-2019	Resolution
	Aube Developer's Agreement	Contract

RESOLUTION NO. 44-R-2018-2019

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH JOSEPH AUBE, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 15-R-2014-2015, adopted July 21, 2014, and which has been amended twice, lastly by Amendment No. 2 adopted by Resolution No. 33-R-2018-2019 on December 3, 2018, 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 3rd Addition Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Storm Lake 3rd Addition 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, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Joseph Aube (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the City would agree to sell to Developer and the Developer would agree to purchase certain real property located within the Urban Renewal Area (the "Development Property"); and

WHEREAS, the Agreement further proposes that the Developer will construct certain Minimum Improvements (as defined in the Agreement) together with all related site improvements on the Development Property; and

WHEREAS, the Agreement further proposes that the City will waive the standard building permit fees charged by the City for building permits issued by the City for the Minimum Improvements; and

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

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

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 5:00 P.M. on March 18, 2019, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Joseph Aube.

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

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH JOSEPH AUBE, AND THE
HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing on March 18, 2019, at 5:00 P.M. in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Joseph Aube ("Developer").

The Agreement proposes that the City would sell to the Developer certain real property located within the Storm Lake 3rd Addition Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), and that the Developer would construct certain Minimum Improvements (as defined in the Agreement) together with all related site improvements on the Development Property, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement would further obligate the City to waive the standard building permit fees charged by the City for building permits issued by the City for the Minimum Improvements.

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

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

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

Dated this _____ day of _____, 2019.

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

(End of Notice)

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY OF STORM LAKE, IOWA

AND

JOSEPH AUBE

_____, 2019

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter the "Agreement"), is made on or as of the _____ day of _____, 2019, by and between the CITY OF STORM LAKE, IOWA, a municipality (hereinafter the "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017, as amended (hereinafter the "Urban Renewal Act"), and JOSEPH AUBE, an individual doing business at 305 Alta Vista Street, Alta, Iowa (hereinafter the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for economic development in the City and, in connection therewith, by Resolution No. 15-R-2014-2015, on July 21, 2014, adopted the Storm Lake 3rd Addition Urban Renewal Plan (the "Urban Renewal Plan") for purposes of carrying out urban renewal project activities in an area known as Storm Lake 3rd Addition Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Plan has subsequently been amended twice, most recently by Amendment No. 2 to the Urban Renewal Plan, approved by Resolution No. 33-R-2018-2019 on December 3, 2018; and

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

WHEREAS, the Urban Renewal Plan authorized the City's completion of various public infrastructure improvements in the Urban Renewal Area; and

WHEREAS, the City has completed the infrastructure improvements in the Urban Renewal Area in order to prepare the real property in the Urban Renewal Area for residential development; and

WHEREAS, the City owns certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"), which the City is willing to sell to the Developer in order to have the Developer construct certain Minimum Improvements, including Housing Units, on the Development Property; and

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

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

ARTICLE I. DEFINITIONS

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

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

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

Code means the Code of Iowa, 2017, as amended.

Commencement Date means the date of this Agreement.

County means the County of Buena Vista, Iowa.

Developer means Joseph Aube and his permitted successors and assigns.

Development Property means that portion of the Storm Lake 3rd Addition Urban Renewal Area of the City described in Exhibit A hereto.

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

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

Housing Unit shall mean each dwelling unit constructed on the Development Property by Developer.

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

Minimum Improvements shall mean the construction of Housing Units on the Development Property as more particularly described in Exhibits B and B-1 to this Agreement.

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

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article

V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Project shall mean the construction of the Minimum Improvements on the Development Property, as described in this Agreement.

Purchase Price means the sale price of the Development Property as provided in Section 3.2 of this Agreement.

State means the State of Iowa.

Termination Date means the date this Agreement terminates, as established in Section 12.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Area shall mean the area known as the Storm Lake 3rd Addition Urban Renewal Area.

Urban Renewal Plan means the Storm Lake 3rd Addition Urban Renewal Plan, approved in respect of the Storm Lake 3rd Addition Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

a. Joseph Aube is an individual doing business in the State of Iowa, and has all requisite power and authority to own and operate his properties, to carry on his business as now conducted and as presently proposed to be conducted, and to enter into and perform his obligations under this Agreement.

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

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

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

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

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

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

environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

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

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

j. The Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall be complete on or before December 31, 2026.

k. The Developer is investing approximately \$2,000,000 in the Project.

ARTICLE III. PURCHASE AND SALE OF DEVELOPMENT PROPERTY

Section 3.1. Conditions Precedent to Transfer. The City's obligation to transfer title and possession of the Development Property to Developer at Closing shall be subject to satisfaction of the following conditions precedent:

a. The Developer is in material compliance with all of the terms of this Agreement; and

b. There has not been a substantial change for the worse in the financial resources and ability of the Developer, or a substantial decrease in the financing commitments secured by the Developer for construction of the Minimum Improvements, which change(s) make it likely, in the reasonable judgment of the City, that the Developer will be unable to fulfill its covenants and obligations under this Agreement.

Section 3.2. Transfer of Development Property. For the purchase price of \$15,000 per lot, totaling Three Hundred Thousand Dollars (\$300,000.00) (the "Purchase Price") and other consideration, including the obligations being assumed by the Developer under this Agreement, the City agrees to sell, and the Developer agrees to purchase, the Twenty (20) lots of the Development Property, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 403.8 of the Iowa Code.

a. The Purchase Price shall be paid as follows: the Developer shall pay 10% of the Purchase Price (\$30,000) by certified check or wire transfer representing 10% of the price of each lot (\$15,000 x 10% = \$1,500.00), at closing. The balance of each lot's portion of the Purchase Price shall be due, and Developer shall pay to the City prior to the issuance by the City of a certificate of occupancy for a Housing Unit on the lot. The City shall withhold certificates of occupancy for all Housing Units located on a lot for which the Developer has not paid the balance of the Purchase

Price (which balance will equal \$13,5000 (\$15,000 per-lot Purchase Price - \$1,500 paid at Closing)).

Section 3.3. Closing. The City's obligation to transfer title of the Development Property to Developer, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before March 22, 2019 or such other date as the parties shall mutually agree in writing (the "Closing Date"). Possession of the Development Property ("Possession") shall be delivered to Developer on or before the Closing Date. Any adjustments of rent, insurance, taxes, interest and all charges attributable to the City's possession shall be made as of the date of Possession. Developer shall pay 10% of the Purchase Price to the City by check or wire transfer at the Closing (subject to prorations, reductions, and credits as provided below). The transfer shall be considered closed upon the delivery to Developer of a duly executed special warranty deed for the Development Property, a form of which is attached hereto as Exhibit D, the filing of all title transfer documents, and the City's receipt of all funds due at the Closing Date from Developer under this Agreement ("Closing"). All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 3.4. Real Estate Taxes and Special Assessments. The Development Property is currently tax-exempt while owned by the City. Developer shall be responsible for all taxes post-Closing, if any. All special assessments, if any, assessed post-Closing shall be paid by Developer.

Section 3.5. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing, excepting any improvements undertaken or caused by Developer on the Development Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Development Property prior to closing. In the event of substantial damage or destruction prior to the Closing, the City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to: (i) any improvements undertaken or caused by Developer on the Development Property prior to Closing, and (ii) the Development Property after the Closing.

Section 3.6. Condition of Property; Care and Maintenance. The Developer agrees to take the Development Property "As Is", including with respect to environmental matters. Except as specifically set forth in this Agreement, the City makes no warranties or representations as to the condition of the Development Property. Notwithstanding anything herein to the contrary, Developer hereby waives all claims against the City as to the condition of the Development Property. Developer agrees to indemnify, release, defend, and hold harmless the City for all claims, damages, or costs relating to the Development Property that arise after the date of Closing. This Section shall survive the Closing.

Section 3.7. Abstract and Title. The City shall provide an abstract of title for the Development Property, continued through a date no more than Forty-Five (45) Days prior to Closing, and deliver it to Developer for examination, which shall become the property of

Developer upon Closing. Such abstract of title shall show merchantable title in the City in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. Developer may, at its sole cost and expense, obtain title insurance on the Development Property for itself and/or its lenders.

Section 3.8. Survey and Platting. City shall be responsible for any survey or platting work necessary to perfect a title defect or convey the Development Property to Developer. Developer shall be responsible for all other survey and platting of the Development Property, if any. The City authorizes Developer and/or its agents and contractors reasonable access to the Development Property for survey and platting purposes prior to Closing.

Section 3.9. Certification. Developer and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 3.10. Restriction. Developer acknowledges and agrees that until the Termination Date, the Development Property shall be used solely and exclusively for residential uses, as described in this Agreement. This Section shall survive Closing.

Section 3.11. Environmental Matters. At Closing, the City will file with the County Recorder's Office a properly executed Groundwater Hazard Statement as required by law. Developer takes the Development Property "As Is" with respect to any environmental matters. The City makes non-representation or warranties as to the environmental condition of the Development Property. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date. This Section shall survive Closing.

ARTICLE IV. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

Section 4.1. Construction of Minimum Improvements.

a. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and permits shall be made according to standard City processes for such plans and permits. The Developer

agrees that the scope and scale of the Minimum Improvements as constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement.

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

Section 4.2. Completion of Minimum Improvements. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken and completed according to the following schedule, or such other dates as the parties shall mutually agree upon in writing:

<u>Date</u>	<u>Total Completed Housing Units by Date</u>
December 31, 2020	3
December 31, 2021	6
December 31, 2022	9
December 31, 2023	12
December 31, 2024	15
December 31, 2025	18
December 31, 2026	20

For the purposes of this Agreement and this Section, a Housing Unit shall be considered completed upon issuances of a certificate of occupancy for the Housing Unit. Time lost as a result of Unavoidable Delays shall be added to extend these dates by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 4.3. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real

property contained on the Development Property between the Commencement Date and the Termination Date.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

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

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

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as is statutorily required and any additional insurance for the Minimum Improvements customarily carried by like enterprises engaged in like activities of comparable size and liability exposure.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer (as applicable to the specific policy), and Developer, as applicable, will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent

necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

e. Developer's insurance requirements under this Article V do not extend to any portion of the Minimum Improvements for which ownership is transferred or conveyed to a third party, as of the date of such transfer or conveyance, provided the transfer or conveyance is completed in compliance with the terms of this Agreement.

ARTICLE VI. FURTHER COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer shall maintain, preserve, and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property (for so long as it is owned by Developer), in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. The Developer shall keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. The Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements.

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

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

Section 6.6. LMI Assistance. The City and Developer acknowledge the statutory requirements of Chapter 403 of the Code, specifically with respect to the Low and Moderate Income (LMI) housing assistance. The current applicable percentage for Buena Vista County is 41.40%. The City will set aside a portion of the Tax Increment collected from the Development Property each year in order to comply with Iowa Code Section 403.22. The statutory requirements with respect to LMI assistance may be met by the construction of LMI-affordable Housing Units

as part of the development under this Agreement, which would decrease the required set aside funds.

Section 6.7. No Abatement. Developer and any Homebuyers who purchase lot(s) and/or Housing Units within the Development Property are not eligible for tax abatement for any portion of the Development Property under any Urban Revitalization Plan or any other State, federal or local law. Developer shall inform prospective Homebuyers of this information in writing prior to the sale to a Homebuyer of any lot(s) and/or Housing Units on the Development Property and secure a receipt from all Homebuyers that they received such information prior to the sale in the form of Exhibit E.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of the Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interest in this Agreement to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

b. Notwithstanding the foregoing, Developer may transfer or convey the Development Property and/or Minimum Improvements, or portions thereof, to a third party to be used for residential purposes, provided that the transfer or conveyance is in compliance with the terms of this Agreement, including but not limited to Sections 6.7 and 7.2.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. BUILDING PERMIT FEES

Section 8.1. Building Permit Fees Waived. For and in consideration of Developer's obligations under this Agreement, the City agrees to waive the standard fees charged by the City for building permits issued by the City for the Minimum Improvements.

ARTICLE IX. RESERVED

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

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

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

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

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

ARTICLE XI. DEFAULT AND REMEDIES

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

a. Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Transfer of any interest in the Development Property, Minimum Improvements, or this Agreement in violation of the provisions of this Agreement;

c. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement

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

e. The Developer shall:

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

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

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

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

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

g. Failure by the Developer to pay the Purchase Price or any portion thereof, when due, under the terms of Article III.

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

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

b. The City may terminate this Agreement; and

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

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

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

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XII. MISCELLANEOUS

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

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

a. In the case of the Developer, is addressed or delivered personally to Joseph Aube at 305 Alta Vista Street, Alta, IA 51002; and

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

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

Section 12.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for the costs of recording.

Section 12.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2027, unless the Agreement is terminated earlier by the other terms of this Agreement.

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

Section 12.11. No Merger. None of the provisions of this Agreement shall be deemed merged in, affected, or impaired by the deed provided at Closing.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk,

the Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

[Remainder of this page intentionally left blank. Signature pages to follow.]

CITY OF STORM LAKE, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Mike Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

JOSEPH AUBE

By: _____
Joseph Aube

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Joseph Aube to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Joseph Aube]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Storm Lake, County of Buena Vista, State of Iowa, more particularly described as follows:

LOTS ONE THROUGH THREE (1-3), AND SIX THROUGH TWENTY-TWO (6-22), ALL IN THE THIRD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of Lot One (1) in said Third Addition; Thence South $88^{\circ} 36' 49''$ East, along the South line of said Third Addition, 211.67 feet to the Southwest (SW) corner of Lot Eight (8); Thence continuing along said South line, South $88^{\circ} 37' 05''$ East, 547.18 feet to the Southeast (SE) corner of Lot Thirteen (13); Thence North $01^{\circ} 58' 37''$ East, along the East line of said Lot Thirteen (13), 82.82 feet; Thence continuing along said East line, North $20^{\circ} 00' 51''$ West, 24.95 feet to the East line of Magnolia Lane; Thence along said East line on the arc of a 65.00 foot radius curve, concave westerly, 74.36 feet, said curve having a chord which bears North $03^{\circ} 15' 10''$ East, for 70.37 feet to the East line of Lot Fourteen (14); Thence North $17^{\circ} 21' 39''$ East, along said East line, 25.00 feet; Thence continuing along said East line, North $01^{\circ} 58' 36''$ East, 86.02 feet to the North line of said Lot Fourteen (14); Thence North $88^{\circ} 36' 31''$ West, along said North line, 110.22 feet to the East line of Lot Twenty-Two (22); Thence North $01^{\circ} 58' 36''$ East, along said East line, 113.27 feet to the South line of East 13th Street; Thence North $88^{\circ} 37' 55''$ West, along said South line, 497.99 feet to the West line of Oneida Street; Thence South $01^{\circ} 39' 55''$ West, along said West line, 124.66 feet to the North line of Lot Three (3); Thence North $88^{\circ} 36' 10''$ West, along said North line, 150.13 feet to the West line of the Third Addition; Thence South $01^{\circ} 59' 04''$ West, along said West line, 274.97 feet to the Point of Beginning.

Excepting those portions of Lot A contained herein shown on the Final Plat of the Third Addition to Storm Lake as Oneida Street and Magnolia Lane rights-of-way.

The above described parcel contains 6.23 gross acres, less excepted street rights of way containing 1.44 acres for a net area of 4.79 acres.

EXHIBIT B
MINIMUM IMPROVEMENTS

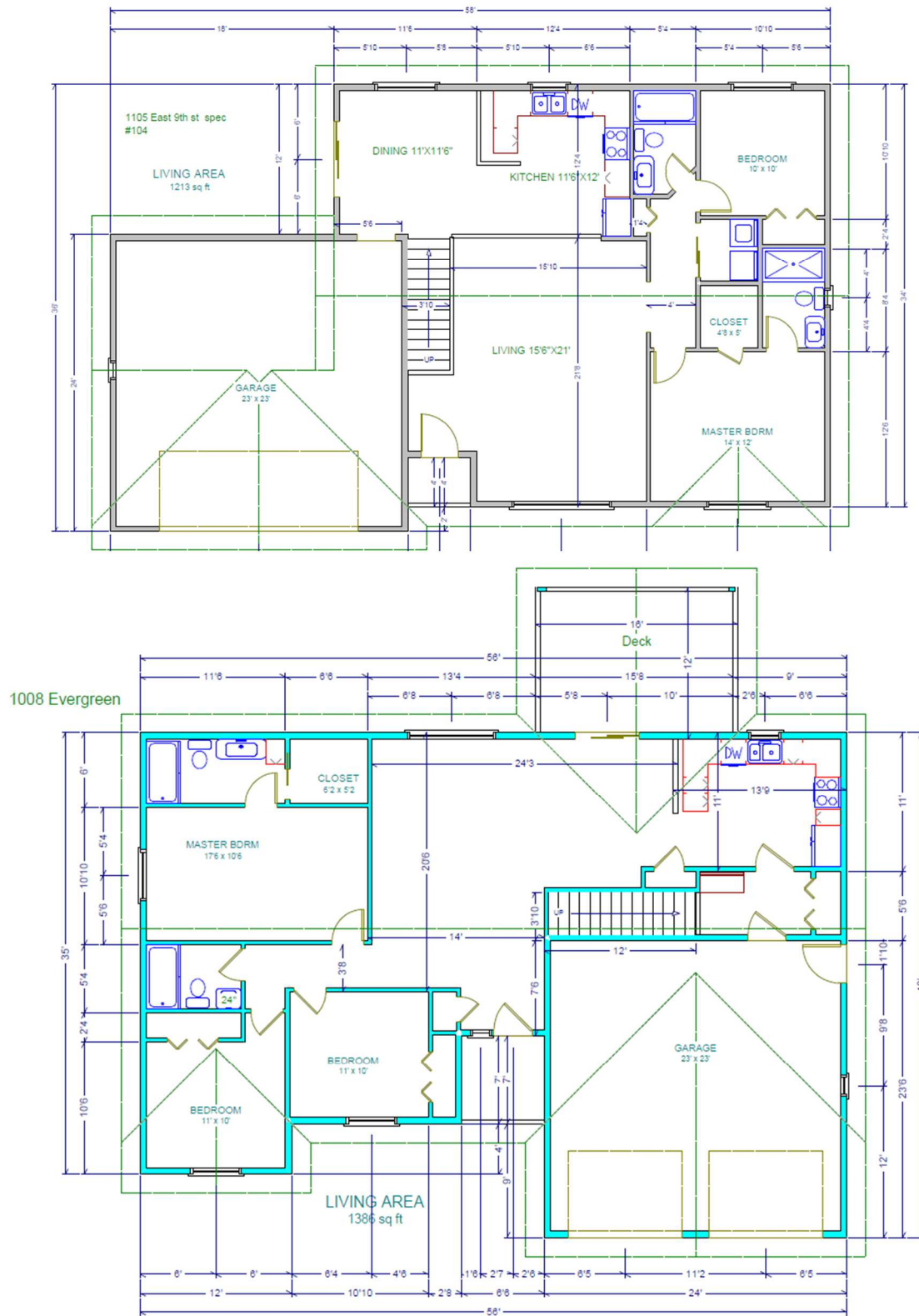
The Minimum Improvements shall consist of the construction by the Developer of 20 single family Housing Units together with related site improvements for the housing development, to be constructed consistent with approved plats and plans. See Exhibit B-1 for floor plans for the Minimum Improvements.

Each Housing Unit shall be sold at market rate pricing. Each Housing Unit constructed as a ranch-style home shall have a footprint that is a minimum of 1,200 square feet. Each Housing Unit constructed as a split-level or two-story home shall have a footprint that is a minimum of 1,000 square feet.

The Developer shall complete the Housing Units according to the following completion schedule:

<u>Date</u>	<u>Total Completed Housing Units by Date</u>
December 31, 2020	3
December 31, 2021	6
December 31, 2022	9
December 31, 2023	12
December 31, 2024	15
December 31, 2025	18
December 31, 2026	20

EXHIBIT B-1
FLOOR PLANS FOR MINIMUM IMPROVEMENTS ON THE DEVELOPMENT
PROPERTY



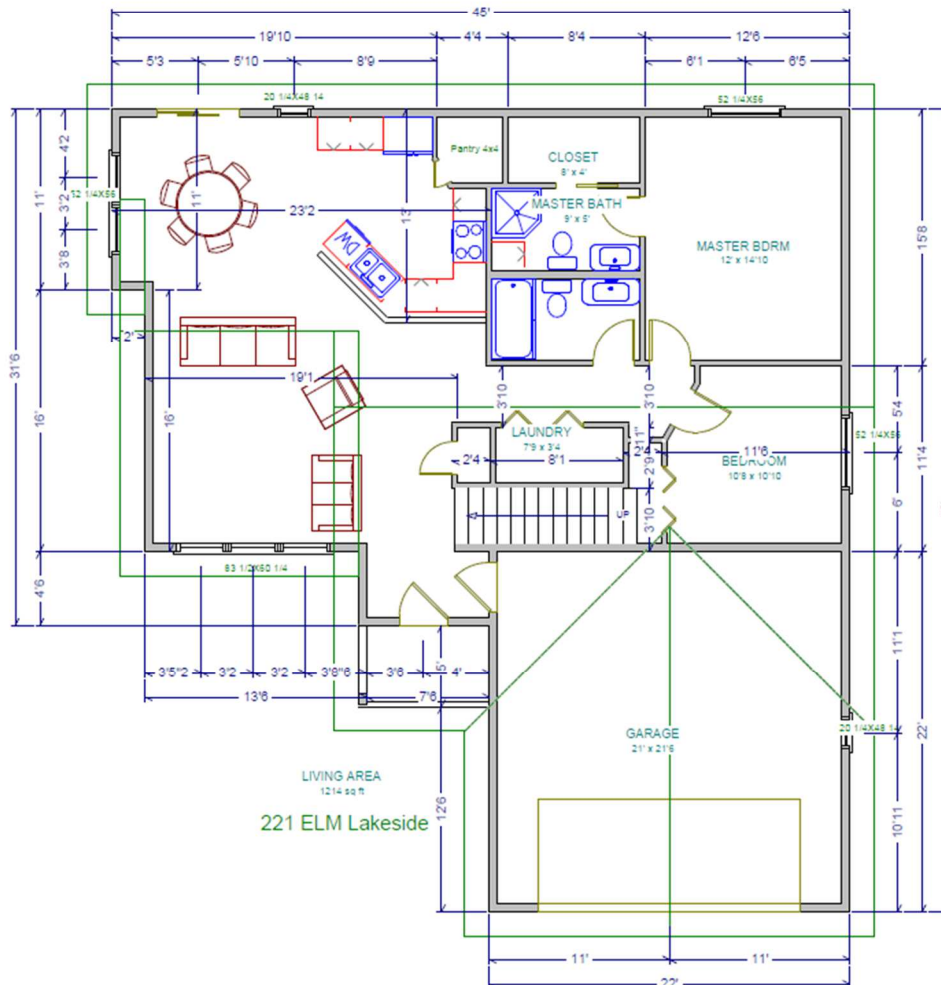
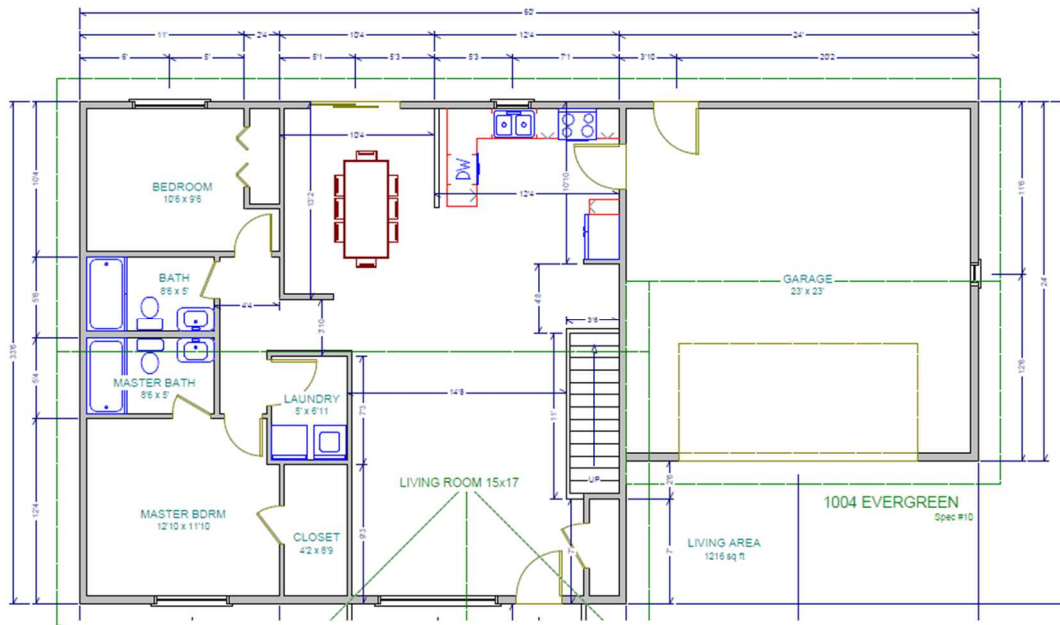


EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Storm Lake, Iowa (the "City") and Joseph Aube (the "Developer"), did on or about the ____ day of _____, 2019, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

LOTS ONE THROUGH THREE (1-3), AND SIX THROUGH TWENTY-TWO (6-22), ALL IN THE THIRD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of Lot One (1) in said Third Addition; Thence South 88° 36' 49" East, along the South line of said Third Addition, 211.67 feet to the Southwest (SW) corner of Lot Eight (8); Thence continuing along said South line, South 88° 37' 05" East, 547.18 feet to the Southeast (SE) corner of Lot Thirteen (13); Thence North 01° 58' 37" East, along the East line of said Lot Thirteen (13), 82.82 feet; Thence continuing along said East line, North 20° 00' 51" West, 24.95 feet to the East line of Magnolia Lane; Thence along said East line on the arc of a 65.00 foot radius curve, concave westerly, 74.36 feet, said curve having a chord which bears North 03° 15' 10" East, for 70.37 feet to the East line of Lot Fourteen (14); Thence North 17° 21' 39" East, along said East line, 25.00 feet; Thence continuing along said East line, North 01° 58' 36" East, 86.02 feet to the North line of said Lot Fourteen (14); Thence North 88° 36' 31" West, along said North line, 110.22 feet to the East line of Lot Twenty-Two (22); Thence North 01° 58' 36" East, along said East line, 113.27 feet to the South line of East 13th Street; Thence North 88° 37' 55" West, along said South line, 497.99 feet to the West line of Oneida Street; Thence South 01° 39' 55" West, along said West line, 124.66 feet to the North line of Lot Three (3); Thence North 88° 36' 10" West, along said North line, 150.13 feet to the West line of the Third Addition; Thence South 01° 59' 04" West, along said West line, 274.97 feet to the Point of Beginning.

Excepting those portions of Lot A contained herein shown on the Final Plat of the Third Addition to Storm Lake as Oneida Street and Magnolia Lane rights-of-way.

The above described parcel contains 6.23 gross acres, less excepted street rights of way containing 1.44 acres for a net area of 4.79 acres.

(the "Development Property"); and

WHEREAS, the term of the Agreement shall commence on the ____ day of _____, 2019 and terminate on December 31, 2027, as set forth in the Agreement;
and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

IN WITNESS WHEREOF, the City and the Developer have executed this Memorandum of Agreement for Private Development as of the ____ day of _____, 2019.

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

(SEAL) CITY OF STORM LAKE, IOWA

CITY OF STORM LAKE, IOWA

By: _____
Mike Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Mike Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

JOSEPH AUBE

By: _____
Joseph Aube

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Joseph Aube to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Joseph Aube]

EXHIBIT D
SPECIAL WARRANTY DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, the **City of Storm Lake, Iowa**, ("Grantor") does hereby convey to **Joseph Aube** ("Grantee") the following described real estate in Buena Vista County, Iowa:

LOTS ONE THROUGH THREE (1-3), AND SIX THROUGH TWENTY-TWO (6-22), ALL IN THE THIRD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of Lot One (1) in said Third Addition; Thence South 88° 36' 49" East, along the South line of said Third Addition, 211.67 feet to the Southwest (SW) corner of Lot Eight (8); Thence continuing along said South line, South 88° 37' 05" East, 547.18 feet to the Southeast (SE) corner of Lot Thirteen (13); Thence North 01° 58' 37" East, along the East line of said Lot Thirteen (13), 82.82 feet; Thence continuing along said East line, North 20° 00' 51" West, 24.95 feet to the East line of Magnolia Lane; Thence along said East line on the arc of a 65.00 foot radius curve, concave westerly, 74.36 feet, said curve having a chord which bears North 03° 15' 10" East, for 70.37 feet to the East line of Lot Fourteen (14); Thence North 17° 21' 39" East, along said East line, 25.00 feet; Thence continuing along said East line, North 01° 58' 36" East, 86.02 feet to the North line of said Lot Fourteen (14); Thence North 88° 36' 31" West, along said North line, 110.22 feet to the East line of Lot Twenty-Two (22); Thence North 01° 58' 36" East, along said East line, 113.27 feet to the South line of East 13th Street; Thence North 88° 37' 55" West, along said South line, 497.99 feet to the West line of Oneida Street; Thence South 01° 39' 55" West, along said West line, 124.66 feet to the North line of Lot Three (3); Thence North 88° 36' 10" West, along said North line, 150.13 feet to the West line of the Third Addition; Thence South 01° 59' 04" West, along said West line, 274.97 feet to the Point of Beginning.

Excepting those portions of Lot A contained herein shown on the Final Plat of the Third Addition to Storm Lake as Oneida Street and Magnolia Lane rights-of-way.

The above described parcel contains 6.23 gross acres, less excepted street rights of way containing 1.44 acres for a net area of 4.79 acres.

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Agreement for Private Development, executed by the City of Storm Lake, Iowa and Joseph Aube, dated March ____, 2019 (hereinafter the "Agreement") which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Agreement.

None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

This transfer is exempt under Iowa Code Chapter 428A.2.19

Grantor does hereby covenant with Grantee and successors in interest to warrant and defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

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

EXHIBIT E
RECEIPT OF HOMEBUYER REGARDING NON-ELIGIBILITY FOR TAX
ABATEMENT

To:

By signing this form, you (the Homebuyer) acknowledge receipt of this document, which informs you that as a homeowner purchasing the below-described property, you will not be eligible for tax abatement under any urban revitalization plan of the City of Storm Lake, or any other state, federal, or local law.

[legal description, property address]

Signature: _____

Print Name: _____

Date: _____

Address: _____

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Staff Summary

2/4/2019

Agenda Item # 7.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 45-R-2018-2019 Proposing Sale and Disposition of Real Estate and Providing Notice to Public**

BACKGROUND: Joseph Aube (Developer) submitted a proposal for the purchase of the remaining 20 lots in 3rd Addition. The terms of the offer are outlined below:

1. The purchase price will be \$15,000 per lot, totaling \$300,000.
2. The Developer shall pay 10% of the purchase price at closing. This would be considered a unsecured loan to the Developer.
3. The City shall change the covenets to the property
4. The City will waive building permit fees
5. The Developer shall construct 20 Single Family homes not to exceed the following schedule.

<u>Date</u>	<u>Total Completed Housing Units by</u>
<u>Date</u>	
December 31, 2020	3
December 31, 2021	6
December 31, 2022	9
December 31, 2023	12
December 31, 2024	15
December 31, 2025	18
December 31, 2026	20

The Developer intends to use Friesen Construction to build the homes in 3rd Addition.

By passing this resolution, a Public Hearing would be scheduled for March 18, 2019 at 5:00 pm. at City Council Chambers.

FISCAL IMPACT: The Developer expects to invest \$2,000,000 in the project, therefore adding taxable value to the community with the construction of 20 single family homes.

RECOMMENDATION: Approve Resolution No. 45-R-2018-2019 scheduling a Public Hearing for March 18, 2019 at 5:00 pm. at City Council Chambers.

ATTACHMENTS:

Description	Type
 Resolution No. 45-R-2018-2019	Resolution

RESOLUTION NO. 45-R-2018-2019

RESOLUTION PROPOSING SALE AND DISPOSITION OF REAL ESTATE AND PROVIDING NOTICE TO THE PUBLIC

WHEREAS, the City of Storm Lake, Iowa (the “city”) is the owner of real estate described

as:

LOTS ONE THROUGH THREE (1-3), AND SIX THROUGH TWENTY-TWO (6-22), ALL IN THE THIRD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of Lot One (1) in said Third Addition; Thence South 88° 36' 49" East, along the South line of said Third Addition, 211.67 feet to the Southwest (SW) corner of Lot Eight (8); Thence continuing along said South line, South 88° 37' 05" East, 547.18 feet to the Southeast (SE) corner of Lot Thirteen (13); Thence North 01° 58' 37" East, along the East line of said Lot Thirteen (13), 82.82 feet; Thence continuing along said East line, North 20° 00' 51" West, 24.95 feet to the East line of Magnolia Lane; Thence along said East line on the arc of a 65.00 foot radius curve, concave westerly, 74.36 feet, said curve having a chord which bears North 03° 15' 10" East, for 70.37 feet to the East line of Lot Fourteen (14); Thence North 17° 21' 39" East, along said East line, 25.00 feet; Thence continuing along said East line, North 01° 58' 36" East, 86.02 feet to the North line of said Lot Fourteen (14); Thence North 88° 36' 31" West, along said North line, 110.22 feet to the East line of Lot Twenty-Two (22); Thence North 01° 58' 36" East, along said East line, 113.27 feet to the South line of East 13th Street; Thence North 88° 37' 55" West, along said South line, 497.99 feet to the West line of Oneida Street; Thence South 01° 39' 55" West, along said West line, 124.66 feet to the North line of Lot Three (3); Thence North 88° 36' 10" West, along said North line, 150.13 feet to the West line of the Third Addition; Thence South 01° 59' 04" West, along said West line, 274.97 feet to the Point of Beginning.

Excepting those portions of Lot A contained herein shown on the Final Plat of the Third Addition to Storm Lake as Oneida Street and Magnolia Lane rights-of-way.

The above described parcel contains 6.23 gross acres, less excepted street rights of way containing 1.44 acres for a net area of 4.79 acres.

(the “Real Estate”);

WHEREAS, the City has received a proposal from Joseph Aube (the “Developer”), in the

form of a proposed Agreement for Private Development (the “Agreement”) by and between the City and the Developer, pursuant to which the City would sell and convey the Real Estate to the Developer;

WHEREAS, the Real Estate is not needed by the City;

WHEREAS, under the Agreement, the Developer, will pay the City \$300,000.00, or \$15,000.00 per lot, as the purchase price for the Real Estate, payable as follows: 10% of the total purchase price (\$30,000.00), or \$1,500.00 per each of the twenty lots comprising the Real Estate, at closing and the balance of each lot’s portion of the purchase price (\$13,500.00) prior to issuance by the City of a certificate of occupancy for a housing unit on the lot; and

WHEREAS, under the Agreement, the Developer will cause the construction and completion of three housing units on lots within the Real Estate each year from 2020 through 2025, and two housing units on lots within the Real Estate in the year 2026, with a housing unit deemed completed upon issuance of a certificate of occupancy by the City.

WHEREAS, a copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, 620 Erie Street, City of Storm Lake, Iowa.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does hereby propose to sell, dispose of, and convey, the Real Estate to the Developer on the terms described above.

IT IS FURTHER RESOLVED that this proposal shall be scheduled for a public hearing at the Council Chambers at City Hall at a regular council meeting scheduled for March 18, 2019, at 5:00 p.m. The City Clerk is further directed to have a copy of this Resolution published in the Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting.

Passed and approved this 4th day of February, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

2/4/2019

Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: Brian Oakleaf, Finance Director

SUBJECT: **Motion Setting Public Hearing on Fiscal Year 2019-2020 Budget**

BACKGROUND: This agenda item will set the Public Hearing for the Fiscal Year 2019-2020 Budget for Monday, February 18th, 2019 at 5:00 P.M. in City Council Chambers.

State of Iowa Code requires that the City hold a public hearing on any Budget or Budget Amendment prior to adoption. Notice of the public hearing will be published in the newspaper as required by State Code.

Upon conclusion of the Public Hearing, the Budget, which received concurrence from Council at the January 28th Budget Workshop and includes Capital Expenditures approved by Resolution on January 21st, will be submitted for adoption.

FISCAL IMPACT: The fiscal impact to set the public hearing is the cost of publication.

RECOMMENDATION: Set the public hearing for Monday, February 18th, 2019 at 5:00 P.M.

Staff Summary

2/4/2019

Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: 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.