

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
MARCH 18, 2019
5:00 PM**



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

AGENDA

- A. **Pledge of Allegiance**
- B. **Consideration of Changes in Agenda and Setting the Agenda**
- C. **Disclosure by City Council Members**
- 1. **Hear the Public**
- 2. **Consent Agenda**
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. **Motion Authorizing Noise Variances for Buena Vista University Events**
 - D. **SLPD Code Enforcement Summary**
- 3. **Mayor & Council Recognition of Those Involved in Recent Ice Rescue & Recovery Efforts**
- 4. **Community Education Update**
- 5. **Presentation by Trevina Jefferson Regarding Child Care**
- 6. **Ordinance No. 07-O-2018-2019 Proposed Amendments To Chapter 10-6 Public Ways - 2nd Reading**
- 7. **Public Hearing for Sale and Disposition of Real Estate**
- 8. **Resolution No. 51-R-2018-2019 Approving Sale of Real Estate- 20 Lots 3rd Addition**
- 9. **Public Hearing On The Proposal To Enter Into A Development Agreement With Joseph Aube, Which Includes The Potential Sale Of The City's Interest In Real Property**
- 10. **Resolution No. 52-R-2018-2019 Making Final Determination On Potential Sale Of Interest In Real Property And Approving And Authorizing Execution Of A Development Agreement By And Between The City Of Storm Lake And Joseph Aube**
- 11. **Motion To Set A Public Hearing To Approve Plans, Specifications, Form Of Contract, And Engineer's Opinion Of Probable Costs For Michigan Street Parking Lot Project**
- 12. **Motion to Approve the FY 2020 FAST Act Application for Oneida Street Reconstruction Phase 2 Project**
- 13. **Resolution No. 53-R-2018-2019 to Approve and Submit Transportation Alternative Project Application For North Central Shared Use Path and Approve Resolution No.**
- 14. **Resolution No. 54-R-2018-2019 for Change Order No. 2 to the Contract with Healy Excavating, of Lake View, Iowa, for the 10th and Ontario Storm Water Improvements Project**

15. **City Council Requested Items**

16. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Find us on the Web at <http://www.stormlake.org>

Staff Summary

3/18/2019

Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

3/18/2019

Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

3/18/2019

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the March 4, 2019 City Council Minutes
- Approve Appointment of Dan Smith to the Lake Improvement Commission
- Approve Appointment of Stephan Chambang to the Mayor's Advisory Committee Parks, Trails and Urban Forest with term to expire July 1, 2019
- Approve renewal liquor license for Mo's, Sichanh Liquor Store, Puffs, Sunrise Pointe Golf Course, and King's Pointe Waterpark Resort (contingent of dram shop submittal)
- Motion Authorizing Noise Variances for Buena Vista University Events (see attached staff summary)
- Approve the Code Enforcement Summary (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$375,090.80

The City will receive the following revenues:

- Liquor license renewal - \$3,580

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Minutes - March 4, 2019	Minutes
☐ List of Bills	List of Bills
☐ Stephan Chambung Application	Application
☐ Mo's Application	Application

▣	Sichanh Liquor Application	Application
▣	Mo's Report	Backup Material
▣	Puff's Application	Application
▣	Puffs Report	Backup Material
▣	Sunrise Pointe Golf Course Application	Application
▣	Sunrise Pointe Golf Course Report	Backup Material
▣	King's Pointe Waterpark Resort - Application	Application
▣	King's Pointe Waterpark Resort -Report	Backup Material

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
MARCH 4, 2019 5:00 P.M.**

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith, and Kevin McKinney. Absent: Bruce Engelmann
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 5:00pm.

Pledge of Allegiance

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

Disclosure by City Council Members - none

Hear the Public – none

Mayor Porsch made an announcement to the City that the City is applying for a Housing Rehabilitation Funding Grant. This is to assist qualified homeowners in making repairs and improvements to their homes. Asking interested homeowners to contact City Hall (712-732-8000) for more information.

Consent Agenda – Moved by Council Member Ibarra to approve the consent agenda which includes list of bills with check #'s 72918 through 72991, EFT's #284 through, PR #'s 59610 through 59617, and DFT #'s 147 through 160, King's Pointe and Sunrise Pointe disbursements for approval Approve the February 19, 2019 City Council Minutes Approve the Code Enforcement Summary. Seconded by Council Member McKinney. Vote: All ayes with Council Member Engelmann absent. Motion carried.

Public Ways – Moved by Council Member Ibarra to pass on first reading Ordinance No. 07-O-2018-2019 Proposed Amendments to Chapter 10-6 Public Ways. Second by Council Member Smith. Vote: All ayes with Council Member Engelmann absent. Motion carried.

3rd Addition Covenants – Moved by Council Member Ibarra to adopt Resolution No. 50-R-2018-2019 Amending Protective & Restrictive Covenants for Storm Lake 3rd Addition Subdivision. Seconded by Council Member Smith. Vote: Ayes – Council Member Ibarra, Rice and Smith; Nays – Council Member McKinney with Council Member Engelmann absent. Motion carried.

RESOLUTION NO. 50-R-2018-2019

**A RESOLUTION APPROVING AN AMENDMENT TO THE PROTECTIVE AND
RESTRICTIVE COVENANTS FOR STORM LAKE 3RD ADDITION**

WHEREAS, the City of Storm Lake, Iowa (“City”) previously platted Storm Lake 3rd Addition (the “Addition”) and recorded the platting documents July 10, 2014, as Instrument No. 141701 in the office of the Buena Vista County, Iowa Recorder;

WHEREAS, the City continues to own twenty residential lots in the Addition and is the owner of a majority of Lots 1 through 24 in the Addition;

WHEREAS, the City adopted certain Protective and Restrictive Covenants for the Addition as part of the platting procedures and filed them for record July 22, 2014, as Instrument No. 141801 in the office of the Buena Vista County, Iowa Recorder;

WHEREAS, the City now wishes to amend the Protective and Restrictive Covenants and, as owner of a majority of Lots 1 through 24 in the Addition, has the authority to do so.

WHEREAS, the only change the City wishes to make by such amendment is to reduce the minimum ground floor area of a ranch-style residence in the Addition from 1,500 square feet to 1,200 square feet.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA that the City Council, on behalf of the City, adopts the Amendment to the Protective and Restrictive Covenants for Storm Lake 3rd Addition, an unexecuted copy of which is attached hereto as Exhibit A, and authorizes and directs the Mayor and City Clerk to execute such Amendment and file it for record in the office of the Buena Vista County, Iowa Recorder.

Passed and approved this 4th day of March 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Exhibit A

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

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

**AMENDMENT TO PROTECTIVE AND RESTRICTIVE COVENANTS FOR
STORM LAKE 3RD ADDITION**

The City of Storm Lake, Iowa, being the owner of twenty residential lots in Storm Lake 3rd Addition and a majority of Lots 1 through 24 in Storm Lake 3rd Addition, hereby amends

numbered paragraph 1.B. of the Protective and Restrictive Covenants for such addition, filed for record July 22, 2014 as Instrument Number 141801 in the office of the Buena Vista County, Iowa Recorder, to read as follows:

1. BUILDINGS.

...

B. Single family residential structures shall have a gross ground floor square foot area, excluding attached garage, of not less than 1,200 square feet. Split foyer, one and one-half-story or two-story structures shall have a gross main floor square foot area, excluding attached garages, of not less than 1,000 square feet.

The purpose of this amendment is to reduce the minimum ground-floor area of a ranch-style residence in such addition from 1,500 square feet to 1,200 square feet. The other provisions of the Protective and Restrictive Covenants are unchanged by this amendment and remain in full force and effect.

Dated: _____

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

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

Notary Public for the State of Iowa

My commission expires: _____

City Council Requested Items – None at this time.

Adjournment – Moved by Council Member Ibarra to adjourn the meeting at 5:17pm.
Seconded by Council Member McKinney. Vote: All ayes with Council Member Engelmann absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 03/07/2019 - 03/20/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	BVC	4th Quarter FY2019 Assessment	87,450.00
Mike's Electronics Inc	BVC	Service Call- Tower 2 & Scales	3,339.82
RR Electric LLC	BVC	Ballast Repairs	348.45
Mike's Electronics Inc	BVC	Service Call- Thickener	440.00
Buena Vista County Extension	BVC	Ornamental & Turf Applicator License	70.00
	BVC Total:	91,648.27	
Contract/Agreement			
WHKS & Co	Contract/Agreement	Professional Services through 2/19/2019	26,275.05
Bolton & Menk, Inc	Contract/Agreement	Parking Lot Reconstruction	24,238.00
I & S Group, Inc	Contract/Agreement	Final Design Services through 2/28/2019	1,215.50
	Contract/Agreement Total:	51,728.55	
Local			
Star Energy, LLC	Local	Fuel	15,278.28
Storm Lake Industrial Corporation	Local	3rd Quarter FY2019 Hotel/Motel Tax	13,889.11
Alliant Energy	Local	Gas Services	9,500.01
Jim Bartholomew	Local	March 2019 Airport Contract	5,293.15
Rebnord Technologies, Inc	Local	IT Service Agreement	3,983.33
Philip E Havens	Local	Legal Services	3,493.75
Verizon Wireless Services LLC	Local	Cell Phone Service	2,544.77
Reding's Gravel & Excavating Co., Inc	Local	Sand	2,211.09
Long Lines	Local	Phone Service	2,012.92
Genesis Development	Local	Janitorial Services	2,000.00
Central Bank	Local	Supplies	1,464.19
A & A Automotive	Local	New Tires & Ball Joint Repairs	980.34
Graham Tire	Local	New Tires (4)	836.80
A & A Automotive	Local	New Tie Rod/Ends & Tires	820.40
Garbage Hauling Service Inc	Local	Garbage Service	754.25
Larson Oil & Distributing Co, Inc	Local	Propane	645.00
Mangold Environmental Testing, Inc	Local	Testing Services	612.00
Color-ize Inc	Local	8 Awards	605.53
Larson Oil & Distributing Co, Inc	Local	Propane	516.00
Storm Lake Ace Hardware	Local	Supplies	473.22
The Storm Lake Times	Local	Febraury 2019 Publications	450.90
Rebnord Technologies, Inc	Local	Subscription	425.00
Rasmussen's Ford Inc	Local	Spotlight Repairs	374.35
Fastenal Company	Local	Supplies	321.80
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose, Motor, & Seal Kit	320.30
Graham Tire	Local	New Tires (2)	293.58
Michael Reinert	Local	Blade Repairs to Toolcat	275.00
North Lake Truck Repair	Local	Wire & Battery Repairs	204.82
Plumbing & Heating Wholesale, Inc	Local	Street Shop Furnace Supplies	190.94
Mangold Environmental Testing, Inc	Local	Testing Services	187.00
Buena Vista Regional Medical Center	Local	CDL Testing Services	172.00
Mangold Environmental Testing, Inc	Local	Water Testing	163.20
Seiler Plumbing an Heating, Inc	Local	Sink Repairs	162.53
Mangold Environmental Testing, Inc	Local	Nitrate Testing Services	153.00
Dianne Johnson	Local	Bd & Disp Cats/Dogs	150.00
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	148.64
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Supplies	144.49
Kelly Johnson	Local	Febraury 2019 Punches	144.00
Mangold Environmental Testing, Inc	Local	Testing Services	123.25
Qwest Corporation	Local	Phone Service- March 2019	114.13
Crescent Electric Supply Company	Local	Lights & Switch	101.84

My Buy Local_v1

Payment Date Range: 03/07/2019 - 03/20/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Iowa Office Supply Inc	Local	Office Supplies	90.12
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	177.56
Richard Phillips	Local	Service Call- Starter Cable	75.60
Storm Lake Hydraulics Co, Inc	Local	Hyd Supplies	72.78
Dennis R Julius	Local	February 2019 Entrance Mat Services	104.95
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	42.12
Rust Publishing NWIA, LLC	Local	February 2019 Publications	38.04
Michael Reinert	Local	Steel Materials	37.05
Storm Lake Hydraulics Co, Inc	Local	Elbow	35.10
North Lake Truck Repair	Local	Hose & Fittings	33.36
Storm Lake Hydraulics Co, Inc	Local	Pole Saw Repairs	31.17
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	29.04
Fastenal Company	Local	Supplies	26.79
Crescent Electric Supply Company	Local	Struts	19.43
Deere Credit, Inc	Local	Supplies	19.37
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	17.08
Fastenal Company	Local	Supplies	22.16
		Local Total:	73,406.63

Non-Local

Ed M. Feld Equipment Company, Inc	Non-Local	SCBA Replacement	6,329.77
Mississippi Lime Company	Non-Local	Lime	15,777.80
Piper Jaffray & Co	Non-Local	Dissemination Agent Services	4,000.00
Sta-Mel Enterprises, Inc	Non-Local	Deicing Salt	3,335.59
Schaeffer Manufacturing Company	Non-Local	Oil	2,041.60
Ahlers & Cooney, P.C.	Non-Local	Aube Agreement Legal Services	1,960.75
Dale Vitito	Non-Local	Commendation Supplies	1,945.09
Rehab Systems Inc	Non-Local	Sanitary Sewer Televising	1,710.00
Qualified Presort Service, LLC	Non-Local	Monthly Statements	1,603.08
Amerigas	Non-Local	Propane	1,427.37
EBSCO Industries, Inc	Non-Local	Core Collection-5 Pack Subscription	1,381.00
Praxair Inc	Non-Local	Carbon Dioxide	1,231.18
EBSCO Industries, Inc	Non-Local	Novelist Plus Subscription	1,210.00
Ahlers & Cooney, P.C.	Non-Local	Industrial Park URA Services	1,182.50
Iowa Individual Health Benefit Reinsurance	Non-Local	2016 Assessment	1,146.00
Alpha Wireless Communications	Non-Local	Batteries	1,141.00
W. W. Grainger, Inc	Non-Local	Water Heater & Supplies	855.81
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
Crysteel Truck Equipment, Inc	Non-Local	Cylinder	703.00
Utility Equipment Co	Non-Local	Clamps	587.12
Oak Ridge Hotel & Conference Center	Non-Local	Hotel for Conference- Solem	502.52
Sioux City Newspapers, Inc	Non-Local	FY2019 Subscription- Library	471.82
Qualified Presort Service, LLC	Non-Local	ACH Statements	436.04
Oak Ridge Hotel & Conference Center	Non-Local	2/8/2019 Conference- Olesen	376.89
Davis Equipment Corporation	Non-Local	Rollers & Spacers	362.21
Multi-Cultural Books & Videos, Inc	Non-Local	Books	346.50
Ahlers & Cooney, P.C.	Non-Local	LMI#5 URP Services	340.50
Twin Rivers Media, LLC	Non-Local	Advertising	300.00
Ahlers & Cooney, P.C.	Non-Local	Alliant Energy Purchase Agreement Legal Servi	295.50
Davis Equipment Corporation	Non-Local	Pad Kit	282.90
Qualified Presort Service, LLC	Non-Local	City Tidbits	231.30
Mark Pierce	Non-Local	Idler	227.37
Brodart Co.	Non-Local	Books	223.34
Schumacher Elevator Company	Non-Local	Elevator MaintenanceAgreement	210.97
Midwest Tape, LLC	Non-Local	DVDs	207.15
Ahlers & Cooney, P.C.	Non-Local	3rd Addition URP Update Services	202.50
Brodart Co.	Non-Local	Books	188.19
Istate Truck, Inc	Non-Local	Power Steering	175.77
Ahlers & Cooney, P.C.	Non-Local	Amend #2 of Urban Revit Plan Services	166.50
UnityPoint Clinic- Occupational Medicine	Non-Local	CDL Testing Services	126.00
Houchen Bindery, Ltd	Non-Local	Supplies	124.50

My Buy Local_v1

Payment Date Range: 03/07/2019 - 03/20/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
UPS	Non-Local	Shipping	119.29
Houchen Bindery, Ltd	Non-Local	Supplies	113.25
University of Wisconsin Systems	Non-Local	Registration	112.50
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	108.90
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
W. W. Grainger, Inc	Non-Local	Washer Hose	83.11
Salus LLC	Non-Local	February 2019 Memberships	80.00
Evertex, Inc	Non-Local	April 2019 Internet Services	58.07
Midwest Tape, LLC	Non-Local	DVDs	47.23
Underground Location Company	Non-Local	Locate Services	42.40
Mark Pierce	Non-Local	Hyd Fluid	42.39
Brodart Co.	Non-Local	Books	41.37
Mark Pierce	Non-Local	Belt	40.31
Brodart Co.	Non-Local	Books	37.63
Recorded Books, LLC	Non-Local	CDs	35.99
Secretary of State	Non-Local	FY2019 Notary- Kirkholm	30.00
Midwest Tape, LLC	Non-Local	DVDs	23.61
Ingram Library Services, Inc	Non-Local	Books	65.36
Brodart Co.	Non-Local	Books	20.38
Ingram Library Services, Inc	Non-Local	Books	93.38
Ed M. Feld Equipment Company, Inc	Non-Local	Knob Kit	15.00
Ingram Library Services, Inc	Non-Local	Books	12.89
Midwest Tape, LLC	Non-Local	DVD Returned	-5.00
Non-Local Total:		57,435.19	
Payroll/Refunds			
Patrick Diekman	Payroll/Refunds	Drone License Reimbursement	150.00
Custodian of Petty Cash	Payroll/Refunds	February 2019 Postage	149.78
Cindy Hansen	Payroll/Refunds	Shelter House Refund	40.00
Ruth Freese	Payroll/Refunds	Homebound Deliveries	13.08
Payroll/Refunds Total:		352.86	
Grand Total:		274,571.50	



**APPLICATION FOR APPOINTMENTS
TO STORM LAKE BOARDS & COMMISSIONS**

City of Storm Lake
P.O. Box 1086, 620 Erie Street
Storm Lake, IA 50588
Phone #712-732-8000
Fax #712-732-4114
www.stormlake.org

PERSONAL DATA

Chambers Last Name Stephen First Name AT 36 Middle Initial
1409 Address Seneca City IA State 50558 Zip Code
Home Phone # Business Phone # 712 730 6432 Cell Phone # E-mail Address:
BVRMC Employer Occupation

How long have you lived in Storm Lake? 12

List any volunteer/civic/community activity in which you have been involved in:

Please check the following City boards or commissions to which you would like to be appointed:

- | | | |
|---|---|---|
| ☐ Airport Commission | ☐ 911 Board | ☐ ADA Committee |
| ☐ Airport Board of Adjustment | ☐ Board of Appeals | |
| ☐ Band Trustees | ☐ Library Board (6 yrs) | ☐ Mayor's Committee on
Trees, Trails, Parks |
| ☒ Board of Adjustment (5 yrs) | ☐ Landfill Commission | |
| ☐ Cemetery Board | ☐ Planning & Zoning Commission | |
| ☐ Civil Service Commission (4 yrs) | ☐ Storm Water Advisory | |

All of the above boards & commissions have a 3-year term unless otherwise stated.

Why do you want to serve on this board or commission?

In accordance with Iowa Code Chapter 362 the City must determine what relationships or transactions you may have or potentially have with the City of Storm Lake prior to your appointment to a Board or Commission. In order to do this we must ask you to answer the following questions.

Do you or any immediate family member own or are part owners of a business doing business with the City of Storm Lake?

☒ Yes ☐ No

If so, name of the business and the percentage you or immediate family member own?

Are you employed by any business doing business with the City of Storm Lake? ☐ Yes ☒ No

If Yes:

What is the name of the Business:

Is your salary/bonus determined by financial performance of the company or do you receive a commission?

☐ Yes ☒ No

I certify that the above answers are correct and true.

Stephen Chubb
Signature

JAN 2
Date

"Appointments to City Boards and Commissions are made by the Storm Lake Mayor and confirmed by the City Council."

Please return the completed form to:

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

If you should have any questions, feel free to contact City Administration at 732-8000.

Applicant License Application (LC0038268)

Name of Applicant: Mo's Tap Inc.
Name of Business (DBA): Mo's
Address of Premises: 707 Lake Avenue
City Storm Lake **County:** Buena Vista **Zip:** 50588
Business (712) 732-3292
Mailing 111 W 1st Street
City Storm Lake **State** IA **Zip:** 50588

Contact Person

Name Marisa Olivarez
Phone: (712) 299-2969 **Email** cashmjm@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 04/02/2019

Expiration Date: 04/01/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: Privately Held Corporation
Corporate ID Number: XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

Ownership

Marisa Olivarez

First Name: Marisa **Last Name:** Olivarez
City: Storm Lake **State:** Iowa **Zip:** 50588
Position: Owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Jean Cashman

First Name: Jean **Last Name:** Cashman
City: Storm Lake **State:** Iowa **Zip:** 50588
Position: Vice President
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: Badger Mutual Insurance Company

Policy Effective Date: 04/02/2019

Policy Expiration 04/02/2020

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application (LE0001647)

Name of Applicant: <u>Sichanh Inc.</u>		
Name of Business (DBA): <u>Sichanh Liquor Store</u>		
Address of Premises: <u>812 Flindt Drive</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 732-4416</u>		
Mailing <u>P.O. Box 65</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>John Khamphavong</u>	
Phone: <u>(712) 732-4416</u>	Email <u>johnk_inc@yahoo.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 04/05/2019

Expiration Date: 04/04/2020

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

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

Ownership

John Khamphavong

First Name: John

Last Name: Khamphavong

City: Storm Lake

State: Iowa

Zip: 50588

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Western Surety Company</u>	
Policy Effective Date: <u>04/05/2019</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: January 29, 2019

REFERENCE: LIQUOR LICENSE RENEWAL
MO'S
707 LAKE AVE

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

	3-13-2017 to 1-20-2018	1-21-2018 to 1-26-2019
INCIDENTS		
911 Hang-up Call	1	1
Ambulance Call	0	1
Arrest	1	0
Assault	2	2
Bad Check	1	1
Bar Check	194	217
Business Assist	4	3
Business Security	13	17
Citizens Assist	1	1
Disturbance	6	4
Drug Investigation	0	2
Fight	0	1
General Information	0	1
Intoxicated Driver	2	0
Intoxicated Pedestrian	6	4
Keys locked in car	0	1
Lost Property	1	0
Open Window/Door	0	1
Pedestrian Stop	0	1
PR/Talk/Presentation	15	20
Station Assignment	1	0
Street Beat	5	1
Subpoena Service	0	1
Suspicious Activity	1	0
Theft	0	1

Trespass	1	1
Vehicle Stop	4	4
Wants/Warrant Check	4	1
Warrant Service	1	5

ARRESTS

Assault	1	0
Assault on an Officer	1	1
Disorderly Conduct	4	7
Harassment	1	0
Interference With Official Acts	2	1
OWI	1	1
Public Intoxication	4	6
Possess Controlled Substance	0	1
Possess Drug Paraphernalia	1	1
Providing False Identification	1	0
Theft	0	1
Trespass	0	2
Warrant Service	2	2

Recommendation: Approval of liquor license.

Applicant License Application (LC0038399)

Name of Applicant: Three S LLC

Name of Business (DBA): Puffs

Address of Premises: 1205 East Lakeshore Dr

City Storm Lake

County: Buena Vista

Zip: 50588

Business (712) 732-9820

Mailing 1205 East Lakeshore Drive

City Storm Lake

State IA

Zip: 50588

Contact Person

Name Lance Bellinghausen

Phone: (712) 301-3174

Email

puffs.lance@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 04/20/2019

Expiration Date: 04/19/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXXX

Federal Employer ID XXXXXXXXXX

Ownership

Steve Swanson

First Name: Steve

Last Name: Swanson

City: Storm Lake

State: Iowa

Zip: 50588

Position: President

% of Ownership: 50.00%

U.S. Citizen: Yes

Lance Bellinghausen

First Name: Lance

Last Name: Bellinghausen

City: Lytton

State: Iowa

Zip: 50561

Position: Owner

% of Ownership: 50.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Illinois Union Insurance Company

Insurance Company: Illinois Union Insurance Company

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: FEBRUARY 13, 2019

REFERENCE: LIQUOR LICENSE RENEWAL
PUFF'S
1205 E LAKESHORE DR

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

	03-27-2017 to 03-11-2018	3-12-2018 to 2-10-2019
INCIDENT		
911 Hang up	0	1
Animal Call	2	0
Assault	3	0
Bar Check	141	114
Business Assist	0	0
Business Security	85	91
Citizens Assit	2	2
City Code Enforcement	0	1
City/County Department Assist	1	0
Disturbance	0	1
Intoxicated Pedestrian	3	3
Keys Locked In Car	1	0
Lost Property	0	1
Motorist Assist	0	1
Open Window/Door	1	0
PR/Talk/Presentation	4	11
Suspicious Activity	1	0
Suspicious Vehicle	1	0
Vehicle Stop	3	4
Warrant Service	0	1

ARRESTS

Assault	0	1
Criminal Mischief	1	0

Disorderly Conduct	1	2
Interference	0	1
Public Intoxication	1	4
Trespass	1	0

Recommendation: Approval of liquor license.

Applicant License Application (LC0030489)

Name of Applicant: <u>City of Storm Lake</u>		
Name of Business (DBA): <u>Sunrise Pointe Golf Course</u>		
Address of Premises: <u>1528 Lakeshore Dr</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 213-4500</u>		
Mailing <u>PO Box 1086</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Keri Navratil</u>	
Phone: <u>(712) 732-8000</u>	Email <u>cityhall@stormlake.org</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 04/01/2019

Expiration Date: 03/31/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Municipality</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Keri Navratil

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

Michael Porsch

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

Insurance Company Information

Insurance Company: <u>Scottsdale Insurance Company</u>

Insurance Company: Scottsdale Insurance Company

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: January 23, 2019

REFERENCE: LIQUOR LICENSE RENEWAL
SUNRISE POINTE GOLF COURSE
1528 E LAKESHORE DR

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

	03-16-2017 to 03-10-2018	3-11-2018 to 1-20-2019
INCIDENTS		
911 Hang up call	0	2
Accident	0	1
Ambulance Call	0	1
Animal Complaint	1	0
Bar Check	2	3
Burglar Alarm	16	16
Business Security	45	48
Citizen Assist	0	1
City/Co Dept Assist	0	1
Extra Security	1	0
Fire Department Assist	4	0
Found Property	1	0
General Information	0	1
Keys Locked In Car	1	0
Meeting	0	2
Motorist Assist	0	1
Open Window/Door	10	5
Pedestrian Stop	0	1
PR/Talk/Presentation	2	2
Suspicious Person	1	0
Suspicious Vehicle	1	0
Station Assignment	1	1
Street Beat	0	3
Vehicle Stop	7	13

ARRESTS

Open Container

1

0

Recommendation: Approval of liquor license.

Applicant License Application (LB0002003)

Name of Applicant: <u>City of Storm Lake</u>		
Name of Business (DBA): <u>King's Pointe Waterpark Resort</u>		
Address of Premises: <u>1520 E. Lakeshore Drive</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business	<u>(712) 213-4500</u>	
Mailing	<u>PO Box 1086</u>	
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name	<u>Keri Navratil</u>		
Phone:	<u>(712) 732-8000</u>	Email	<u>cityhall@stormlake.org</u>

Classification Class B Liquor License (LB) (Hotel/Motel)

Term:12 months

Effective Date: 04/01/2019

Expiration Date: 03/31/2020

Privileges:

Catering Privilege

Class B Liquor License (LB) (Hotel/Motel)

Outdoor Service

Sunday Sales

Status of Business

BusinessType:	<u>Municipality</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Jon Kruse

First Name: Jon **Last Name:** Kruse

City: Storm Lake **State:** Iowa **Zip:** 50588

Position: Mayor

% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Scottsdale Insurance Company</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: January 23, 2019

REFERENCE: LIQUOR LICENSE RENEWAL
KING'S POINTE
1520 E LAKESHORE DR

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

	3-16-2017 to 3-10-2018	3-11-2018 to 1-20-2019
INCIDENTS		
911 Hang Up Call	6	8
Abandoned Vehicle	0	1
Accident	0	2
Ambulance Assist	4	10
Animal Complaint	2	0
Assault	0	1
Bar Check	2	0
Bike Patrol	0	1
Business Assist	2	3
Business Security	116	145
Burglar Alarm	1	3
Child Abuse - Physical	0	1
Child Abuse - Sexual	0	0
Citizen Assist	0	2
City/County Department Assist	2	1
Civil Standby	0	0
Criminal Mischief	0	0
Disturbance	2	2
Domestic	1	1
Drug Investigation	2	2
Execute Search Warrant	1	0
Extra Security	1	0
Fight	0	2
Fire Department Assist	2	1
Found Property	2	1

General Information	1	0
Hit and Run	0	0
Intoxicated Driver	1	2
Intoxicated Pedestrian	2	2
Juvenile Problem	1	0
Keys Locked In Car	5	5
Law Department Assist	1	0
Lost Child	0	1
Lost Property	2	1
Meeting	15	7
Missing Person Juvenile	1	1
Motorist Assist	2	1
Open Window/Door	1	1
PR/Talk/Presentation	29	24
Radar Trailer	0	2
Reckless Driver	0	0
Registration Check	1	0
Sex Offender Registry	1	0
Station Assignment	5	8
Street Beat	4	3
Surveillance	1	0
Suspicious Activity	0	1
Suspicious Person	0	2
Suspicious Vehicle	1	0
Theft	2	3
Traffic Control	4	2
Training	2	1
Vehicle Stop	27	21
Violation of No Contact Order	1	0
Warrant Service	0	2

ARRESTS

Assault	1	1
Disorderly Conduct	0	5
Possess Alcohol as Minor	3	1
Public Intoxication	2	3
Sell Alcohol to Minor	1	0
Theft	1	0

Recommendation: Approval of liquor license

Staff Summary

3/18/2019

Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Buy Local Information**

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

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

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

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

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

FISCAL IMPACT:

Calculated Expenses	
Payroll/Refunds/ Insurance	\$100,358.55
Contracts/Agreements	\$51,728.55
Local Businesses	\$73,406.63
Buena Vista County Business	\$91,648.27
Non-Local Business	\$57,435.19
Total Expenses	\$374,577.19
Please see attachment for supporting documents	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description		Type
☐	Project Activity	List of Bills
☐	List of Bills	List of Bills



Storm Lake, IA

Project Activity vs Budget Report

By Project Number

Date Range: 03/07/2019 - 03/20/2019

Project Number	Project Name	Group	Type	Status			
01112-0019	WasteWater Treatment Facility Wetlands	National Resiliency Disaster Grant Projects	Federal/State Grant	Active			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100001-02	WWTP Engineering	195,000.00	11,470.59	160,771.44	0.00	160,771.44	34,228.56
Account Key	Account Name	Total Budget	Date Range	Beginning		Ending	Budget
62100001-03	WWTP Legal/Admin	10,635.00	Budget	Balance	Total Activity	Balance	Remaining
01112-0019 Total:		205,635.00	12,096.18	167,147.06	0.00	167,147.06	38,487.94
Project Number	Project Name	Group	Type	Status			
01112-0020	10th & Ontario StormWater Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100002-01	10th & Ontario Construction	1,432,754.21	84,279.67	1,276,540.83	0.00	1,276,540.83	156,213.38
Account Key	Account Name	Total Budget	Date Range	Beginning		Ending	Budget
62100002-02	10th & Ontario Engineering	313,500.00	Budget	Balance	Total Activity	Balance	Remaining
Account Key	Account Name	Total Budget	Date Range	Beginning		Ending	Budget
62100002-03	10th & Ontario Legal/Admin	7,500.00	Budget	Balance	Total Activity	Balance	Remaining
01112-0020 Total:		1,753,754.21	103,162.03	1,593,336.57	0.00	1,593,336.57	160,417.64
Project Number	Project Name	Group	Type	Status			
01112-0021	4th & Oats StormWater Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100003-02	4th & Oats Engineering	137,000.00	8,058.82	82,701.21	0.00	82,701.21	54,298.79
Account Key	Account Name	Total Budget	Date Range	Beginning		Ending	Budget
62100003-03	4th & Oats Legal & Admin	15,500.00	Budget	Balance	Total Activity	Balance	Remaining
01112-0021 Total:		152,500.00	8,970.59	94,641.83	0.00	94,641.83	57,858.17
Project Number	Project Name	Group	Type	Status			
16-19284	4th & Barton Storm Water Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100004-02	4th & Barton SW Improvements	118,500.00	6,970.59	60,498.50	839.00	61,337.50	57,162.50
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity	

Project Activity vs Budget Report

Date Range: 03/07/2019 - 03/20/2019

621-8065-09-6499		Contractual Services	03/18/2019	Final Design Services through 2/28/2019	I & S Group, Inc	55078	839.00		
Account Key	Account Name			Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100004-03	4th & Barton Legal/Admin			7,500.00	441.18	3,240.62	0.00	3,240.62	4,259.38
16-19284 Total:				126,000.00	7,411.77	63,739.12	839.00	64,578.12	61,421.88
Project Number	Project Name	Group			Type		Status		
35665	1st & Mae Street	National Resiliency Disaster Grant Projects			Federal/State Grant		Active		
Expenses				Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
Account Key	Account Name			Total Budget					
62100006-01	1st & Mae SW Construction			674,382.59	39,669.56	608,824.64	0.00	608,824.64	65,557.95
Account Key	Account Name			Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100006-02	1st & Mae SW Engineering			180,000.00	10,588.24	108,490.69	0.00	108,490.69	71,509.31
Account Key	Account Name			Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100006-03	1st & Mae SW Legal/Admin			13,500.00	794.12	9,240.63	0.00	9,240.63	4,259.37
35665 Total:				867,882.59	51,051.92	726,555.96	0.00	726,555.96	141,326.63
Project Number	Project Name	Group			Type		Status		
8406	7th & Geneseo St Sanitary Sewer Improvements	National Resiliency Disaster Grant Projects			Federal/State Grant		Active		
Expenses				Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
Account Key	Account Name			Total Budget					
62100008-01	7th & Geneseo Construction			348,446.35	20,496.84	348,446.35	0.00	348,446.35	0.00
Account Key	Account Name			Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100008-02	7th & Geneseo Engineering			45,360.00	2,668.24	19,084.95	26,275.05	45,360.00	0.00
GL Account Number	GL Account Name	Post Date	Description		Vendor Name	Item Number		Activity	
621-8065-09-6499	Contractual Services	03/18/2019	Professional Services through 2/19/2019		WHKS & Co	38817		26,275.05	
Account Key	Account Name			Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100008-03	7th & Geneseo Legal/Admin			16,500.00	970.59	12,240.63	0.00	12,240.63	4,259.37
8406 Total:				410,306.35	24,135.67	379,771.93	26,275.05	406,046.98	4,259.37
Project Number	Project Name	Group			Type		Status		
FY2019 Fire Truck	FY2019 Fire Truck Bond Tracking	Operating Projects			Construction		Active		
Expenses				Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
Account Key	Account Name			Total Budget					
00100001-01	Fire Truck Construction			0.00	0.00	298,980.75	0.00	298,980.75	-298,980.75
FY2019 Fire Truck Total:				0.00	0.00	298,980.75	0.00	298,980.75	-298,980.75
Project Number	Project Name	Group			Type		Status		
P11.106893	Richland Street Rehabilitation	Street Construction			Construction		Active		
Expenses									

Project Activity vs Budget Report

Date Range: 03/07/2019 - 03/20/2019

Account Key		Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100001-01		Richland St Construction	464,969.30	25,831.63	464,969.30	0.00	464,969.30	0.00
Account Key		Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100001-02		Richland St Engineering	45,000.00	2,500.00	75,253.25	0.00	75,253.25	-30,253.25
P11.106893 Total:			509,969.30	28,331.63	540,222.55	0.00	540,222.55	-30,253.25
Project Number	Project Name	Group		Type		Status		
P11.112742	North Central SW Phase II	National Resiliency Disaster Grant Projects		Federal/State Grant		Active		
Expenses				Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name	Total Budget		Budget	Balance			
62100007-01	NCSW Ph II Construction	1,595,092.00		93,828.94	1,595,092.00	0.00	1,595,092.00	0.00
Account Key	Account Name	Total Budget		Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100007-02	NCSW Ph II Engineering	273,000.00		16,058.82	251,849.25	0.00	251,849.25	21,150.75
Account Key	Account Name	Total Budget		Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100007-03	NCSW Ph II Admin/Legal	7,500.00		441.18	3,393.63	0.00	3,393.63	4,106.37
P11.112742 Total:			1,875,592.00	110,328.94	1,850,334.88	0.00	1,850,334.88	25,257.12
Project Number	Project Name	Group		Type		Status		
P11.113934	3rd Addition Phase III	Economic Development		Construction		Active		
Expenses				Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name	Total Budget		Budget	Balance			
12500001-01	3rd Addition Ph III Construction	465,050.20		25,836.13	168,110.60	0.00	168,110.60	296,939.60
Account Key	Account Name	Total Budget		Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
12500001-02	3rd Addition Ph III- Engineering	50,500.00		2,805.56	16,786.50	0.00	16,786.50	33,713.50
P11.113934 Total:			515,550.20	28,641.69	184,897.10	0.00	184,897.10	330,653.10
Project Number	Project Name	Group		Type		Status		
P11.115917	Memorial Park Water Quality	National Resiliency Disaster Grant Projects		Federal/State Grant		Active		
Expenses				Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name	Total Budget		Budget	Balance			
62100005-02	Memorial Park WQ Engineering	45,668.00		1,574.76	22,858.00	8,548.50	31,406.50	14,261.50
GL Account Number	GL Account Name	Post Date	Description	Vendor Name		Item Number		Activity
621-8065-09-6499	Contractual Services	03/18/2019	Fingal Design/Bidding Services through 2/27/2019	Bolton & Menk, Inc		0230077		8,548.50
Account Key	Account Name	Total Budget		Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100005-03	Memorial Park WQ Legal/Admin	7,500.00		258.62	3,240.63	0.00	3,240.63	4,259.37
P11.115917 Total:			53,168.00	1,833.38	26,098.63	8,548.50	34,647.13	18,520.87

Project Activity vs Budget Report

Date Range: 03/07/2019 - 03/20/2019

Project Number	Project Name	Group		Type		Status		
P11.117908	Michigan Street Parking Lot Reconstruction	Street Construction		Construction		Active		
Expenses								
Account Key	Account Name	Total Budget		Date Range	Beginning	Total Activity	Ending	Budget
30100003-02	Michigan St Parking Engineering	82,390.00		Budget	Balance		Balance	Remaining
		5,149.38			0.00	8,998.00	8,998.00	73,392.00
GL Account Number	GL Account Name	Post Date	Description	Vendor Name		Item Number		Activity
301-6900-08-6799	Undesignated Capital	03/18/2019	Michigan Parking Lot Recon through 2/27/2019	Bolton & Menk, Inc		0230073		8,998.00
P11.117908 Total:				82,390.00	5,149.38	0.00	8,998.00	8,998.00
								73,392.00
Project Number	Project Name	Group		Type		Status		
T51.115389	Rehabilitate Connector Apron	Airport Projects		Federal/State Grant		Active		
Expenses								
Account Key	Account Name	Total Budget		Date Range	Beginning	Total Activity	Ending	Budget
30100002-01	Apron Rehab- Construction	79,353.50		Budget	Balance		Balance	Remaining
		0.00			71,717.40	0.00	71,717.40	7,636.10
Account Key	Account Name	Total Budget		Date Range	Beginning	Total Activity	Ending	Budget
30100002-02	Apron Rehab- Engineering	28,700.00		Budget	Balance		Balance	Remaining
		0.00			28,207.50	0.00	28,207.50	492.50
T51.115389 Total:				108,053.50	0.00	99,924.90	0.00	99,924.90
								8,128.60

Summary

Project Summary							
Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
01112-0019	WasteWater Treatment Facility Wetlan...	205,635.00	12,096.18	167,147.06	0.00	167,147.06	38,487.94
01112-0020	10th & Ontario StormWater Improvem...	1,753,754.21	103,162.03	1,593,336.57	0.00	1,593,336.57	160,417.64
01112-0021	4th & Oats StormWater Improvements	152,500.00	8,970.59	94,641.83	0.00	94,641.83	57,858.17
16-19284	4th & Bartion Storm Water Improvemen...	126,000.00	7,411.77	63,739.12	839.00	64,578.12	61,421.88
35665	1st & Mae Street	867,882.59	51,051.92	726,555.96	0.00	726,555.96	141,326.63
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	24,135.67	379,771.93	26,275.05	406,046.98	4,259.37
FY2019 Fire Truck	FY2019 Fire Truck Bond Tracking	0.00	0.00	298,980.75	0.00	298,980.75	-298,980.75
P11.106893	Richland Street Rehabilitation	509,969.30	28,331.63	540,222.55	0.00	540,222.55	-30,253.25
P11.112742	North Central SW Phase II	1,875,592.00	110,328.94	1,850,334.88	0.00	1,850,334.88	25,257.12
P11.113934	3rd Addition Phase III	515,550.20	28,641.69	184,897.10	0.00	184,897.10	330,653.10
P11.115917	Memorial Park Water Quality	53,168.00	1,833.38	26,098.63	8,548.50	34,647.13	18,520.87
P11.117908	Michigan Street Parking Lot Reconstruct...	82,390.00	5,149.38	0.00	8,998.00	8,998.00	73,392.00
T51.115389	Rehabilitate Connector Apron	108,053.50	0.00	99,924.90	0.00	99,924.90	8,128.60
Report Total:		6,660,801.15	381,113.18	6,025,651.28	44,660.55	6,070,311.83	590,489.32

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	108,053.50	0.00	99,924.90	0.00	99,924.90	8,128.60
Economic Development	515,550.20	28,641.69	184,897.10	0.00	184,897.10	330,653.10
National Resiliency Disaster Grant Proje...	5,444,838.15	318,990.48	4,901,625.98	35,662.55	4,937,288.53	507,549.62
Operating Projects	0.00	0.00	298,980.75	0.00	298,980.75	-298,980.75
Street Construction	592,359.30	33,481.01	540,222.55	8,998.00	549,220.55	43,138.75
Report Total:	6,660,801.15	381,113.18	6,025,651.28	44,660.55	6,070,311.83	590,489.32

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	1,107,909.50	62,122.70	1,024,100.40	8,998.00	1,033,098.40	74,811.10
Federal/State Grant	5,552,891.65	318,990.48	5,001,550.88	35,662.55	5,037,213.43	515,678.22
Report Total:	6,660,801.15	381,113.18	6,025,651.28	44,660.55	6,070,311.83	590,489.32



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 03/07/2019 - 03/20/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	BVC	4th Quarter FY2019 Assessment	87,450.00
Mike's Electronics Inc	BVC	Service Call- Tower 2 & Scales	3,339.82
RR Electric LLC	BVC	Ballast Repairs	348.45
Mike's Electronics Inc	BVC	Service Call- Thickener	440.00
Buena Vista County Extension	BVC	Ornamental & Turf Applicator License	70.00
	BVC Total:	91,648.27	
Contract/Agreement			
WHKS & Co	Contract/Agreement	Professional Services through 2/19/2019	26,275.05
Bolton & Menk, Inc	Contract/Agreement	Parking Lot Reconstruction	24,238.00
I & S Group, Inc	Contract/Agreement	Final Design Services through 2/28/2019	1,215.50
	Contract/Agreement Total:	51,728.55	
Local			
Star Energy, LLC	Local	Fuel	15,278.28
Storm Lake Industrial Corporation	Local	3rd Quarter FY2019 Hotel/Motel Tax	13,889.11
Alliant Energy	Local	Gas Services	9,500.01
Jim Bartholomew	Local	March 2019 Airport Contract	5,293.15
Rebnord Technologies, Inc	Local	IT Service Agreement	3,983.33
Philip E Havens	Local	Legal Services	3,493.75
Verizon Wireless Services LLC	Local	Cell Phone Service	2,544.77
Reding's Gravel & Excavating Co., Inc	Local	Sand	2,211.09
Long Lines	Local	Phone Service	2,012.92
Genesis Development	Local	Janitorial Services	2,000.00
Central Bank	Local	Supplies	1,464.19
A & A Automotive	Local	New Tires & Ball Joint Repairs	980.34
Graham Tire	Local	New Tires (4)	836.80
A & A Automotive	Local	New Tie Rod/Ends & Tires	820.40
Garbage Hauling Service Inc	Local	Garbage Service	754.25
Larson Oil & Distributing Co, Inc	Local	Propane	645.00
Mangold Environmental Testing, Inc	Local	Testing Services	612.00
Color-ize Inc	Local	8 Awards	605.53
Larson Oil & Distributing Co, Inc	Local	Propane	516.00
Storm Lake Ace Hardware	Local	Supplies	473.22
The Storm Lake Times	Local	Febraury 2019 Publications	450.90
Rebnord Technologies, Inc	Local	Subscription	425.00
Rasmussen's Ford Inc	Local	Spotlight Repairs	374.35
Fastenal Company	Local	Supplies	321.80
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose, Motor, & Seal Kit	320.30
Graham Tire	Local	New Tires (2)	293.58
Michael Reinert	Local	Blade Repairs to Toolcat	275.00
North Lake Truck Repair	Local	Wire & Battery Repairs	204.82
Plumbing & Heating Wholesale, Inc	Local	Street Shop Furnace Supplies	190.94
Mangold Environmental Testing, Inc	Local	Testing Services	187.00
Buena Vista Regional Medical Center	Local	CDL Testing Services	172.00
Mangold Environmental Testing, Inc	Local	Water Testing	163.20
Seiler Plumbing an Heating, Inc	Local	Sink Repairs	162.53
Mangold Environmental Testing, Inc	Local	Nitrate Testing Services	153.00
Dianne Johnson	Local	Bd & Disp Cats/Dogs	150.00
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	148.64
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Supplies	144.49
Kelly Johnson	Local	Febraury 2019 Punches	144.00
Mangold Environmental Testing, Inc	Local	Testing Services	123.25
Qwest Corporation	Local	Phone Service- March 2019	114.13
Crescent Electric Supply Company	Local	Lights & Switch	101.84

My Buy Local_v1

Payment Date Range: 03/07/2019 - 03/20/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Iowa Office Supply Inc	Local	Office Supplies	90.12
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	177.56
Richard Phillips	Local	Service Call- Starter Cable	75.60
Storm Lake Hydraulics Co, Inc	Local	Hyd Supplies	72.78
Dennis R Julius	Local	February 2019 Entrance Mat Services	104.95
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	42.12
Rust Publishing NWIA, LLC	Local	February 2019 Publications	38.04
Michael Reinert	Local	Steel Materials	37.05
Storm Lake Hydraulics Co, Inc	Local	Elbow	35.10
North Lake Truck Repair	Local	Hose & Fittings	33.36
Storm Lake Hydraulics Co, Inc	Local	Pole Saw Repairs	31.17
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	29.04
Fastenal Company	Local	Supplies	26.79
Crescent Electric Supply Company	Local	Struts	19.43
Deere Credit, Inc	Local	Supplies	19.37
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	17.08
Fastenal Company	Local	Supplies	22.16
		Local Total:	73,406.63

Non-Local

Ed M. Feld Equipment Company, Inc	Non-Local	SCBA Replacement	6,329.77
Mississippi Lime Company	Non-Local	Lime	15,777.80
Piper Jaffray & Co	Non-Local	Dissemination Agent Services	4,000.00
Sta-Mel Enterprises, Inc	Non-Local	Deicing Salt	3,335.59
Schaeffer Manufacturing Company	Non-Local	Oil	2,041.60
Ahlers & Cooney, P.C.	Non-Local	Aube Agreement Legal Services	1,960.75
Dale Vitito	Non-Local	Commendation Supplies	1,945.09
Rehab Systems Inc	Non-Local	Sanitary Sewer Televising	1,710.00
Qualified Presort Service, LLC	Non-Local	Monthly Statements	1,603.08
Amerigas	Non-Local	Propane	1,427.37
EBSCO Industries, Inc	Non-Local	Core Collection-5 Pack Subscription	1,381.00
Praxair Inc	Non-Local	Carbon Dioxide	1,231.18
EBSCO Industries, Inc	Non-Local	Novelist Plus Subscription	1,210.00
Ahlers & Cooney, P.C.	Non-Local	Industrial Park URA Services	1,182.50
Iowa Individual Health Benefit Reinsurance	Non-Local	2016 Assessment	1,146.00
Alpha Wireless Communications	Non-Local	Batteries	1,141.00
W. W. Grainger, Inc	Non-Local	Water Heater & Supplies	855.81
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
Crysteel Truck Equipment, Inc	Non-Local	Cylinder	703.00
Utility Equipment Co	Non-Local	Clamps	587.12
Oak Ridge Hotel & Conference Center	Non-Local	Hotel for Conference- Solem	502.52
Sioux City Newspapers, Inc	Non-Local	FY2019 Subscription- Library	471.82
Qualified Presort Service, LLC	Non-Local	ACH Statements	436.04
Oak Ridge Hotel & Conference Center	Non-Local	2/8/2019 Conference- Olesen	376.89
Davis Equipment Corporation	Non-Local	Rollers & Spacers	362.21
Multi-Cultural Books & Videos, Inc	Non-Local	Books	346.50
Ahlers & Cooney, P.C.	Non-Local	LMI#5 URP Services	340.50
Twin Rivers Media, LLC	Non-Local	Advertising	300.00
Ahlers & Cooney, P.C.	Non-Local	Alliant Energy Purchase Agreement Legal Servi	295.50
Davis Equipment Corporation	Non-Local	Pad Kit	282.90
Qualified Presort Service, LLC	Non-Local	City Tidbits	231.30
Mark Pierce	Non-Local	Idler	227.37
Brodart Co.	Non-Local	Books	223.34
Schumacher Elevator Company	Non-Local	Elevator MaintenanceAgreement	210.97
Midwest Tape, LLC	Non-Local	DVDs	207.15
Ahlers & Cooney, P.C.	Non-Local	3rd Addition URP Update Services	202.50
Brodart Co.	Non-Local	Books	188.19
Istate Truck, Inc	Non-Local	Power Steering	175.77
Ahlers & Cooney, P.C.	Non-Local	Amend #2 of Urban Revit Plan Services	166.50
UnityPoint Clinic- Occupational Medicine	Non-Local	CDL Testing Services	126.00
Houchen Bindery, Ltd	Non-Local	Supplies	124.50

My Buy Local_v1

Payment Date Range: 03/07/2019 - 03/20/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
UPS	Non-Local	Shipping	119.29
Houchen Bindery, Ltd	Non-Local	Supplies	113.25
University of Wisconsin Systems	Non-Local	Registration	112.50
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	108.90
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
W. W. Grainger, Inc	Non-Local	Washer Hose	83.11
Salus LLC	Non-Local	February 2019 Memberships	80.00
Evertex, Inc	Non-Local	April 2019 Internet Services	58.07
Midwest Tape, LLC	Non-Local	DVDs	47.23
Underground Location Company	Non-Local	Locate Services	42.40
Mark Pierce	Non-Local	Hyd Fluid	42.39
Brodart Co.	Non-Local	Books	41.37
Mark Pierce	Non-Local	Belt	40.31
Brodart Co.	Non-Local	Books	37.63
Recorded Books, LLC	Non-Local	CDs	35.99
Secretary of State	Non-Local	FY2019 Notary- Kirkholm	30.00
Midwest Tape, LLC	Non-Local	DVDs	23.61
Ingram Library Services, Inc	Non-Local	Books	65.36
Brodart Co.	Non-Local	Books	20.38
Ingram Library Services, Inc	Non-Local	Books	93.38
Ed M. Feld Equipment Company, Inc	Non-Local	Knob Kit	15.00
Ingram Library Services, Inc	Non-Local	Books	12.89
Midwest Tape, LLC	Non-Local	DVD Returned	-5.00
Non-Local Total:		57,435.19	
Payroll/Refunds			
Patrick Diekman	Payroll/Refunds	Drone License Reimbursement	150.00
Custodian of Petty Cash	Payroll/Refunds	February 2019 Postage	149.78
Cindy Hansen	Payroll/Refunds	Shelter House Refund	40.00
Ruth Freese	Payroll/Refunds	Homebound Deliveries	13.08
Payroll/Refunds Total:		352.86	
Grand Total:		274,571.50	

Staff Summary

3/18/2019

Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing Noise Variances for Buena Vista University Events**

BACKGROUND: Attached to this summary is a written request for Noise Variances to be issued for two annual BVU events.

The requests are as follows:

2019 Buenafication Day

Tuesday, 4-30-2019

9:00am until 10:00am at the football stadium - opening ceremony

8:30am until 5:00pm at Central Campus for amplified entertainment

Beaver Block Party

Saturday, 5-4-2019

11:00am until 9:00pm central campus for amplified entertainment

These requests are consistent with previous years and I will issue the variances upon a consensus in the affirmative by the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
☐ Noise Variance	Permit

March 6, 2019

Mark Prosser
Director of Public Safety
401 East Milwaukee Ave.
Storm Lake, Iowa 50588

Dear Mr. Prosser:

Buena Vista University is preparing for Buenafication Day on April 30, and Beaver Block Party on Saturday, May 4. To make this year's events a success, we are requesting the assistance of the city. The following is an overview of what we are requesting:

A noise variance for the following times:

April 30:

8:30am- 5:00pm- A DJ to be playing music on central campus

9:00am -10:00am- Music and PA system to be playing for the Opening Ceremony at the Stadium.

May 4:

11:00am- 7:00pm A DJ to be playing music on central campus

7:00pm-9:00pm Live music to be played on central campus

We appreciate the city council's consideration of the above requests and if additional information is needed please contact Ashley Farmer-Hanson, Director of Civic Engagement at 749-2443. Thank you for your help in making this year's activities a success for the Buena Vista University and Storm Lake community.

Sincerely,



Dr. Ashley Farmer-Hanson
Director of Civic Engagement
Buena Vista University
610 West 4th Street
Storm Lake, Iowa 50588



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: 2019 Buenafication Day

Issued To:

Name: Dr. Ashley Farmer-Hanson

Organization: Director of Civic Engagement

Address: 610 West 4th Street, Storm Lake, IA 50588

Phone: 712-749-2443

Date(s) of Event: Tuesday, April 30, 2019

Time(s) of Event: 8:30am until 5:00pm & 9:00am until 10:00am

Expiration of Permit: 5-1-2019

Location / Area
of Use:

Central Campus (830a-5p) & Football Stadium (9a-10a)

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Please Print

Date:

3-19-2019

Signature:

Title:

Public Safety Director



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: 2019 Beaver Block Party

Issued To:

Name: Dr. Ashley Farmer-Hanson

Organization: Director of Civic Engagement

Address: 610 West 4th Street, Storm Lake, IA 50588

Phone: 712-749-2443

Date(s) of Event: Saturday, 5-4-2019

Time(s) of Event: 11:00am - 9:00pm

Expiration of Permit: 5-5-2019

Location / Area
of Use:

Central Campus

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Please Print

Date: 3-19-2019

Signature:

Title: Public Safety Director

Staff Summary

3/18/2019

Agenda Item # D.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **SLPD Code Enforcement Summary**

BACKGROUND: 2-27-2019 through 3-13-2019

Total Contacts:	50
Accumulated Trash	2
CCE's	3
Clear Snow/Ice Sidewalks	45
Citations	0

FISCAL IMPACT: None

RECOMMENDATION: No Action Necessary

Staff Summary

3/18/2019

Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Mayor & Council Recognition of Those Involved in Recent Ice Rescue & Recovery Efforts**

BACKGROUND: This agenda item will provide time for Mayor Porsch and the City Council to recognize citizens, first responders and medical professionals who were involved in two recent ice rescue and recovery incidents.

Summary:

On December 30, 2018 and again on January 20, 2019 telecommunicators, first responders and medical professionals worked in concert in responding to ice rescue incidents on Storm Lake and the subsequent search and recovery of live victims, rendering of first aid, search and recovery of a deceased victim and extraordinary medical services by EMS and our medical center staff.

Both of these emergency responses were conducted in the cover of night and in extremely cold conditions.

In total and between the two incidents one child and one adult lost their lives and two children and one adult survived.

We collectively grieve for those lost on Storm Lake and ask that we now share in a moment of silence in their memory.

During these two incidents six organizations worked in concert and provided an efficient, effective and seamless response to these calls for service.

The Buena Vista County Communication Center
The Buena Vista County Sheriff's Department

The Buena Vista County EMS - Paramedics
The Buena Vista Regional Medical Center
The Storm Lake Fire Department
and
The Storm Lake Police Department

Utilizing training, established protocols and the experience of working for decades together these agencies efficiently employed these techniques and more:

Emergency Communications & Coordination
Ice Rescue & Recovery
Incident Command
Field EMS & Triage
Emergency & Trauma Medical Treatments
Night Vision Technology
Thermal Imaging Technology
Multiple Helicopter Deployments
Drone Operations
And More

I don't have an accurate count of how many people these two calls involved but it is clearly in triple digits.

In addition all of the efforts of these responders specific to the second incident on January 20, 2019 were enhanced and lives were saved because of the quick thinking and pinpoint directions provided by two community members. Dr. James Faine and retired SLPD Det. Mark Kirkholm saved lives on the night of January 20th by their actions. There is no question about that.

Tonight Mayor Porsch and the City Council have set aside time to recognize those involved in these tragic yet life saving events.

The recognitions read as follows:

In Recognition for Extraordinary Rescue, Recovery & Medical efforts related to one or more ice rescue incidents on Storm Lake in December of 2018 and January of 2019.

Your observations, responses, treatment and life saving measures are a tribute to your dedication and service to the citizens of Storm Lake and the entire region. Thank You

Presented To:
Dr. James Faine
Mark Kirkholm
Buena Vista County Communications Center
Buena Vista County Sheriff's Department
Buena Vista County EMS

Buena Vista Regional Medical Center
Storm Lake Fire Department
Storm Lake Police Department

Thank You

FISCAL IMPACT: None

RECOMMENDATION: No Action Necessary

Staff Summary

3/18/2019

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: **Community Education Update**

BACKGROUND: Joe Kucera, Community Education Director, with the Storm Lake Community School District will provide an update regarding Community Education.

FISCAL IMPACT: None

RECOMMENDATION: No action necessary

Staff Summary

3/18/2019

Agenda Item # 5.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Presentation by Trevina Jefferson Regarding Child Care**

BACKGROUND: Trevina Jefferson from the Trepson Foundation will present information related to Child Care options in the community. Ms. Jefferson will be asking for support and/or endorsement of her efforts to provide Child Care options.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Council direction as to letter of support/endorsement

ATTACHMENTS:

Description	Type
□ Presentation	Backup Material
□ Provider List - BV County	Backup Material
□ Provider List - Storm Lake	Backup Material



Trepson Foundation

Trevina Jefferson, Executive Director

Part of the Solution

About Us

Iowa Registered Nonprofit



Supports quality proven early childhood education opportunities



Special interest in making quality preschool, child care, and private K-12 schools affordable for middle income families that typically do not qualify for other financial support.



Founder currently runs the only 5/5 DHS quality rated program in Storm Lake



Defining the Need

Where are we?

Child Care

Buena Vista County - July 2018

Total County Population	20,376
Children ages 0 through 5	1,878
Children ages 6 through 9	1,161
Children ages 10 through 12	852

Data source: Woods & Poole Population Estimates as of Dec 31, 2017.

Families with all parents working & children under age 6	71%
Median Family Income	\$60,144
Average Weekly Income	\$1,157

Data source: State Library of Iowa, www.iowadatatcenter.org



www.iowaccrr.org

Child Care
Resource &
Referral
Results

715 Total SPACES

120 Registered Child Development Homes

25 Child Care Homes

135 Dept. of Education Operated Preschools

435 DHS Licensed Centers/Preschools

345 DHS Centers

90 DHS Preschools

0 Both Center & Preschool

Child Care Resource & Referral and Community References

Academic Year

- $1,878 \times 71\% = 1,333$ children under 6 minus 254 children in Storm Lake ECE & Head Start

Summer

- $3,891 \times 71\% = 2,762$ children under 12.
 - School is out!

1/10 Largest
SL Employers

88 Employees
Surveyed

Out of 58 participants that need child care, 80% of them marked that they need child care right now while the rest marked within 1-2 months.

88% marked that they preferred quality (once the characteristics and costs were explained to them)

75% need care starting at 4:30 am. We are creating a family child care network to help with this need due to the time, safety considerations, and staffing availability.

15 (ages 2 – 5) of those surveyed need care starting at 1:30 pm

Solution?



Multiple child
development
centers

Over last 10
years –Open
& Closed



All Hands On Deck

Part of the Solution

Partnerships for lasting solutions

- St. Mark Lutheran Church
- Storm Lake Community School District (in progress)
- Child Care Resources & Managed Family Child Care Network

Special Initiatives

- IWF Building Communities
 - Storm Lake Child Care Solutions
- Day of the Child Multicultural Festival

City Endorsement Request



- Child Care Solutions Focus
- More Long-Term Partnerships
- More Resources to Support Need

Brief Community Comments



Lee Dutfield

Storm Lake United



Pastor Dave Kebschull

St. Mark Lutheran
Church



Di Daniels

Community Activist
(many organizations)



2 Employees from our largest employers



Thank You



Providers Searched

Provider Name	Address	Phone	Provider Type	Quality Rating
Albert City - Truesdale Preschool	300 Orchard Street Albert City IA 50510	(712) 843-5416	Exempt from Licensing	4
Albert City After School Club	300 Orchard St Albert City IA 50510	(712) 843-5416	Licensed Center	
Alta CSD-Little Cyclones Preschool	101 W 5th Street Alta IA 51002	(712) 200-1010	Exempt from Licensing	
Candace Nielsen	336 E 3rd ST Newell IA 50568	(712) 299-1920	Registered Child Development Home B	2
Caridad Mojena	1124 Maywood DR Storm Lake IA 50588	(712) 749-9569	Registered Child Development Home A	
Grace Lutheran Preschool	1407 W 5th St Storm Lake IA 50588	(712) 732-5005	Licensed Center	
Jennifer Marshall	602 Prospect ST Alta IA 51002	(712) 299-1374	Registered Child Development Home B	
Jodi Munoz	815 Northwestern DR Storm Lake IA 50588	(712) 749-8130	Registered Child Development Home B	4
Jody Childs	515 Ontario ST Storm Lake IA 50588	(712) 221-9854	Registered Child Development Home B	
Lori Hegarty	410 W 4th ST Newell IA 50568	(712) 730-0098	Registered Child Development Home B	
Mustangs Child Care	223 E 2nd St Newell IA 50568	(712) 272-4147	Licensed Center	
Pamela Noll	708 Colonial CIR Storm Lake IA 50588	(712) 732-3155	Registered Child Development Home B	4
Ready, Set, Grow Learning Center	101 W 5th St Alta IA 51002	(712) 200-1010	Licensed Center	1
Sioux Central Childcare Center-Downtown Site	106 2nd St Sioux Rapids IA 50585	(712) 283-2945	Licensed Center	
Sioux Central Childcare-Infant Site	515 Elm St Sioux Rapids IA 50585	(712) 283-2395	Licensed Center	
Smith, Belinda	901 E 9th ST Storm Lake IA 50588	(712) 291-0553	Non-Registered Child Care Home	
St. Mary's School-Preschool	312 Seneca Street Storm Lake IA 50588	(712) 732-4166	Exempt from Licensing	
Storm Lake Early Childhood Center	525 Oates St Storm Lake IA 50588	(712) 732-1358	Licensed Center	
Storm Lake St Mary's Preschool	312 Seneca St Storm Lake IA 50588	(712) 732-4166	Licensed Center	4
Tina Rix	115 Majella ST Lakeside IA 50588	(712) 229-5086	Registered Child Development Home B	
Tonya Petersen	116 Seneca ST Storm Lake IA 50588	(712) 229-6523	Registered Child Development Home B	
Trevina Jefferson	1215 W 6th ST Storm Lake IA 50588	(712) 208-0469	Registered Child Development Home B	5

**Providers Searched**

Provider Name	Address	Phone	Provider Type	Quality Rating
Caridad Mojena	1124 Maywood DR Storm Lake IA 50588	(712) 749-9569	Registered Child Development Home A	
Grace Lutheran Preschool	1407 W 5th St Storm Lake IA 50588	(712) 732-5005	Licensed Center	
Jodi Munoz	815 Northwestern DR Storm Lake IA 50588	(712) 749-8130	Registered Child Development Home B	4
Jody Childs	515 Ontario ST Storm Lake IA 50588	(712) 221-9854	Registered Child Development Home B	
Pamela Noll	708 Colonial CIR Storm Lake IA 50588	(712) 732-3155	Registered Child Development Home B	4
Smith, Belinda	901 E 9th ST Storm Lake IA 50588	(712) 291-0553	Non-Registered Child Care Home	
St. Mary's School-Preschool	312 Seneca Street Storm Lake IA 50588	(712) 732-4166	Exempt from Licensing	
Storm Lake Early Childhood Center	525 Oates St Storm Lake IA 50588	(712) 732-1358	Licensed Center	
Storm Lake St Mary's Preschool	312 Seneca St Storm Lake IA 50588	(712) 732-4166	Licensed Center	4
Tonya Petersen	116 Seneca ST Storm Lake IA 50588	(712) 229-6523	Registered Child Development Home B	
Trevina Jefferson	1215 W 6th ST Storm Lake IA 50588	(712) 208-0469	Registered Child Development Home B	5

Staff Summary

3/18/2019

Agenda Item # 6.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 07-O-2018-2019 Proposed Amendments To Chapter 10-6 Public Ways - 2nd Reading**

BACKGROUND: This proposed Ordinance amending Chapter 10-6 of Title X of the City Code of the City of Storm Lake will provide a method to regulate and allow for the limited temporary installation of benches, tables, and chairs for retail sales and dining on the public sidewalk in the Central Business District.

The proposed Ordinance details the requirements for businesses located in the Central Business District who wish to utilize the area adjacent to their business to set tables, chairs, benches, umbrellas, and sandwich board temporary signs. The Ordinance also provides for the continued public use of the sidewalk in accordance with the requirements of the Americans with Disabilities Act, by ensuring that the use of the sidewalk will maintain adequate clear space for pedestrians.

Use of the public sidewalk is limited to between April 1st and October 31st as well as between the hours of 7:00am and 10:00pm. All items placed on the sidewalk in accordance with this Ordinance must be stored inside the business at night.

Amplified sound equipment is not permitted to be used in the sidewalk area and alcohol is not allowed to be served or consumed.

A business will have to make application to the City, will need to provide insurance as provided in the Ordinance, comply with all the requirements detailed in the Ordinance, as well as sign a hold harmless agreement before they will be granted a public ways permit.

The use of the sidewalk will be limited to the adjoining businesses current operation. The space will not be allowed to be "subleased". In other words, a retail business would not be allowed to provide the space in front of their building to a food stand operated by another entity.

- FISCAL IMPACT:**

Approximately \$500.00 for legal fees for services provided to develop this amendment to the City Code.
- RECOMMENDATION:**

Review and approve Ordinance Number No. 07-O-2018-2019, amending Chapter 10-6 of Title X of the City Code of the City of Storm Lake, Iowa.
~~On First Reading March 4th, 2019 - Passed~~
On Second Reading March 25th, 2019
On Third Reading April 1st, 2019

ATTACHMENTS:

Description		Type
	Ordinance 07-O-2018-2019	Ordinance

ORDINANCE NO. 07-O-2018-2019

ORDINANCE AMENDING CHAPTER 10-6 OF TITLE X OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED "PUBLIC WAYS," TO PROVIDE FOR NEW DEFINITIONS, PROVIDE FOR LIMITED REGULATED USE OF CERTAIN PUBLIC RIGHTS-OF-WAY, PROVIDE FOR A NEW PUBLIC RIGHT-OF-WAY USE PERMIT, AND PROVIDE FOR REGULATIONS CONCERNING PUBLIC RIGHTS-OF-WAY

WHEREAS, the City Council of the City of Storm Lake, Iowa has determined that the vibrancy and economic vitality of certain commercial areas in the City would be enhanced by permitting some limited and well-regulated use of certain public rights-of-way spaces for commercial enterprises serving the general public; and

WHEREAS, the City Council wishes to retain from the existing Chapter 10-6 of the City Code some of the regulations pertaining to sidewalks, with modifications necessitated by the enactment of the new provisions permitting limited use of some sidewalks.

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

SECTION 1. Chapter 10-6 of Title X of the City Code of the City of Storm Lake, Iowa, titled, "Public Ways," is hereby amended by striking Sections 10-6-1 through 10-6-4 of such Chapter and substituting in lieu thereof the following new Sections 10-6-1 through 10-6-14:

Section 10-6-1 DEFINITIONS.

As used in this chapter, the following definitions apply:

1. "Pedestrian" means any person traveling on foot or by wheelchair.
2. "Public right-of-way" means any public street, alley, roadway, sidewalk, walkway, right-of-way or public way designed for vehicular, bicycle or pedestrian travel and dedicated to public use.
3. "Restaurant" means a business whose primary function is the service of food to customers and which meets the following criteria:
 - A. Prepares meals on the premises and provides meal service to each floor of the premises which is open to the public while the kitchen is open; and has a food service menu from which customers may order;

- B. Has one staff person whose primary duty is the preparation of food and another staff person whose primary duty is to serve food to customers;
- C. Has a kitchen separate from the bar equipped with all of the following: a stove, a griddle, a grill or broiler, and a food refrigeration unit;
- D. Operates the restaurant service during at least sixty percent (60%) of the hours that the business is open to the public; and
- E. Holds itself out to be a restaurant and advertises itself as a restaurant if it advertises.

In addition, the term, "restaurant" includes a café, cafeteria, coffee shop, delicatessen, ice cream shop, lunchroom or tearoom whether or not any such business satisfies the criteria set out above for a restaurant.

- 4. "Retail Sales" means the sale by a merchant of goods and merchandise permitted to be sold in the Central Business District, in the area of the sidewalk directly adjacent to a building in which the same merchant operates a business where the same or similar goods and merchandise are sold.
- 5. "Sidewalk" means the improved portion of public right-of-way dedicated to pedestrian use, intended primarily for pedestrian use, or both.
- 6. "Sidewalk café" means an outdoor area located temporarily on a public sidewalk contiguous with any side of a building wherein a restaurant is located and where food, beverages, or both from such restaurant are taken for consumption by persons sitting or standing at tables in that area. Permitted sidewalk cafés must abide by the requirements and limitations as determined by the Council.

Section 10-6-2 USE OF PUBLIC SIDEWALKS RESTRICTED

Use of public sidewalks for sidewalk cafés, retail sales, or benches is unlawful except as specifically provided in this chapter.

Section 10-6-3 PERMITTED USES.

Subject to compliance with the provisions of this Chapter 10-6, sidewalk cafés, retail sales, and benches may be located or operated on a sidewalk in public right-of-way under the following conditions:

- 1. The sidewalk café area must be contiguous with any side of a building wherein a restaurant is located (such area so located being referred to hereinafter as the "sidewalk café area."

2. The sidewalk café, as part of a restaurant, must be licensed by the Buena Vista County Sanitarian and operated by the adjacent restaurant owner.
3. Retail sales shall be contiguous to and associated with the adjoining business.
4. Benches shall be installed in accordance with this chapter.
5. Beer, wine, and other alcoholic beverages shall not be served or consumed in a sidewalk café or retail sales area on the sidewalk.

Section 10-6-4 USABLE SIDEWALK CAFÉ AREA.

1. A sidewalk café area, retail sales area, or bench shall be positioned on the sidewalk in a manner that allows a minimum five (5) foot-wide clearance, except for trees, for pedestrian traffic on the sidewalk.
2. No tables, chairs, benches or retail sales area shall be placed in street corner areas defined by building lines extended to the street, or closer than ten (10) feet from an alley.
3. A sidewalk café or retail sales area may not utilize or include any public amenities such as benches, seats, tables or trash receptacles.

Section 10-6-5 DAYS AND HOURS OR OPERATION.

1. A sidewalk café may be operated and used from April 1 through October 31 of each year, subject to snow fall, and during special events when such use is specifically approved in advance by the Storm Lake City Council.
2. Sidewalk cafés and retail areas shall be operated each day only between the hours of 7:00 a.m. and 10:00 p.m., and at such times during special events as are approved by the Storm Lake City Council.
3. Sidewalk cafés shall not operate when the kitchen of the contiguous restaurant is closed.

Section 10-6-6 SOUND EQUIPMENT.

Amplified sound equipment is not permitted in sidewalk cafés or retail sales areas, with the exception of special events as approved by the Storm Lake City Council.

Section 10-6-7 OPERATION OF SIDEWALK CAFES AND RETAIL SALES.

The following regulations shall apply to the operation of sidewalk cafés and retail sales:

1. The furniture of a sidewalk café or retail sales area shall consist solely of moveable tables, moveable chairs, and moveable umbrellas. The only outdoor signs associated with a sidewalk café or retail sales area that are not affixed to the contiguous building shall be moveable sandwich board signs.
2. A sufficient number of trash containers must be present and readily accessible to patrons. Trash receptacles must be completely enclosed and must not be allowed to overflow.
3. The following conditions for furniture use and storage will apply:
 - a. Outdoor dining furniture materials are limited to the following: cast iron, wrought iron, expanded steel, wire steel, cast aluminum, extruded aluminum, wood, and plastic.
 - b. Furniture must be kept in good condition.
 - c. Outdoor dining furniture must be stored in the off-season and while not in use, and may not be stored or stacked on the exterior of the building.
4. Umbrellas will be permitted so long as they do not encroach outside the allowable sidewalk café or retail sales area.
5. Double-sided or single-sided sandwich board signs shall be limited to a maximum size of 36' x 60' and shall be non-illuminated. Signs shall be removed from the sidewalk and the public right-of-way at the end of business hours.
6. Failure to comply with this section or Section 10-6-3 through 10-6-7 can result in the revocation or suspension of the Public Right-of-Way Use Permit issued for such use.

Section 10-6-8 PUBLIC RIGHT-OF-WAY USE PERMIT

1. Persons or entities wishing to use part of the public right-of-way as permitted in this chapter must apply annually for and obtain a public right-of-way use permit from the City prior to use of the public right-of-way. Each applicant shall file an application with the Clerk, on forms provided by the City and containing all pertinent information as the City may require, and shall agree to abide by State and local laws governing use of public right-of-way.
2. In order to secure and retain a public right-of-way use permit, an applicant must agree in writing to (a) indemnify and hold harmless the City, its officers, agents, and employees for, from, and against, any liability for damages arising out of the placement of tables, chairs, benches, or any of them, in the public right-of-way, and for all claims, losses, and damages, including payment of attorney fees, arising from the applicant's use of the public right-of-way

pursuant to the public right-of-way use permit, or which are caused in whole or in part by any act or omission of the applicant, its agents, or employees and (b) have, maintain, and furnish proof to the City of a policy providing commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage, with the City endorsed on the policy as an additional insured.

3. All public right-of-way use permits shall be issued by the Building Official, and a record kept, but only after approval by the Council as required by State and local law.
4. Even after Council approval of a public right-of-way use permit, the City shall retain the right to terminate such permit but only after written notice of violation has been given and the time to cure the violation specified in the notice has expired. Grounds for termination of the public right-of-way use permit shall include, but not be limited to, a violation of the conditions of, or requirements for, the issuance of the permit; a violation of this Chapter 10-6; or the creation of a safety hazard, health hazard, or public nuisance under State or local law. Additionally, the City retains the right to terminate the public right-of-way use permit and direct removal of sidewalk café or retail sales operations if, after deliberation, the Council determines there is a substantial and reasonable need for use of the public right-of-way for a valid public purpose.

Section 10-6-9 DEBRIS ON SIDEWALKS.

It is unlawful for a person to throw or deposit on any sidewalk any glass, nails, glass bottle, tacks, wire, cans, trash, garbage, rubbish, litter, offal, or any debris, or any substance likely to injure any person, animal, or vehicle.

Section 10-6-10 MERCHANDISE DISPLAY.

It is unlawful for a person to place upon or above any sidewalk any goods or merchandise for sale or for display in such a manner as to interfere with the free and interrupted passage of pedestrians on the sidewalk without first obtaining a public right-of-way use permit pursuant to Section 10-6-8.

Section 10-6-11 SALES STANDS.

It is unlawful for a person to erect or keep any vending machine or stand for the sale of fruit, vegetables, or other substances or commodities on any sidewalk, with the exception of the Farmers Market as approved by the Storm Lake City Council.

Section 10-6-12 REMOVAL OF SNOW AND ICE

It shall be unlawful for any person, firm or corporation to remove snow, ice or accumulations of snow or ice from private premises and deposit or place the same upon any public highway, street, avenue, alley or public park within the City of Storm Lake, Iowa, unless said public park has been designated by the City as a snow depository.

Section 10-6-13 OBSTRUCTION ON RIGHT OF WAYS

It shall be unlawful for any person to place or cause to be placed over, into, or upon any of the public streets and sidewalks of the city any obstruction whatsoever, including any building, structure, furniture, decoration, fence, projection, lumber, timber, brick, stone, wood or other material, goods, wares or merchandise, rubbish, manure, refuse, produce or other commodities, except for the purpose of immediate transfer, or for immediate construction or lawful repair of such street or sidewalk, or except as may be allowed by this Chapter 10-6 or other ordinances of the city.

Section 10-6-14 MUNICIPAL INFRACTION

A violation of the provisions of this Chapter shall constitute a Municipal infraction subject to the penalties and alternative relief authorized by Title 1, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa.

SECTION 2. REPEALER: All ordinances or parts of ordinances of the City of Storm Lake, Iowa in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage and publication as approved by law.

PASSED AND APPROVED this _____ day of _____, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

3/18/2019

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: **Public Hearing for Sale and Disposition of Real Estate**

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 covenants 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: Open Public Hearing
Hear Comments

Close Public Hearing

Staff Summary

3/18/2019

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 51-R-2018-2019 Approving Sale of Real Estate- 20 Lots 3rd Addition**

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 covenants 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. 51-R-2018-2019

ATTACHMENTS:

Description	Type
📎 Resolution No. 51-R-2018-2019	Resolution

RESOLUTION NO. 51-R-2018-2019

RESOLUTION APPROVING THE SALE AND CONVEYANCE OF REAL ESTATE TO JOSEPH AUBE, AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE THE CONTRACTS, DEEDS, AND DOCUMENTS FOR SUCH SALE AND CONVEYANCE

WHEREAS, the City of Storm Lake, Iowa (the "City") is the owner of real estate 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.

(the "Real Estate");

WHEREAS, the City Council, by Resolution adopted February 4, 2019, proposed that the City sell and convey the Real Estate to Joseph Aube (the ADeveloper@) pursuant to a proposed Agreement for Private Development (the “Agreement”), under which, the City will sell and convey the Real Estate to the Developer and 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;

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

WHEREAS, notice of the March 18, 2019 public hearing on the proposed sale and disposition has been made to the public by publication in the Storm Lake Times on March 1, 2019, pursuant to a directive to the Clerk contained in the February 4, 2019 Resolution, and such hearing has now been held; and

WHEREAS, no objections to the proposed sale and conveyance have been made.

NOW, THEREFORE, BE IT RESOLVED that the City of Storm Lake, Iowa does hereby agree to sell and convey the Real Estate to the Developer for \$300,000.00 and on the terms and conditions of the Agreement.

IT IS FURTHER RESOLVED AND DIRECTED that the Mayor and City Clerk are authorized to sign and otherwise execute the Contract, and all necessary contracts, deeds, and

documents associated with the sale on behalf of the City for the purpose of selling and conveying the Real Estate to the Developer under the terms and conditions aforesaid.

Passed and approved this 18th day of March, 2019.

Michael Porsch, Mayor

Attest:

Mayra A. Martinez, City Clerk

Staff Summary

3/18/2019

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: Keri Navratil, City Manager

SUBJECT: **Public Hearing On The Proposal To Enter Into A Development Agreement With Joseph Aube, Which Includes The Potential Sale Of The City's Interest In Real Property**

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
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December 31, 2023	12
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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:

Open Public Hearing

Hear Comments

Close Public Hearing

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

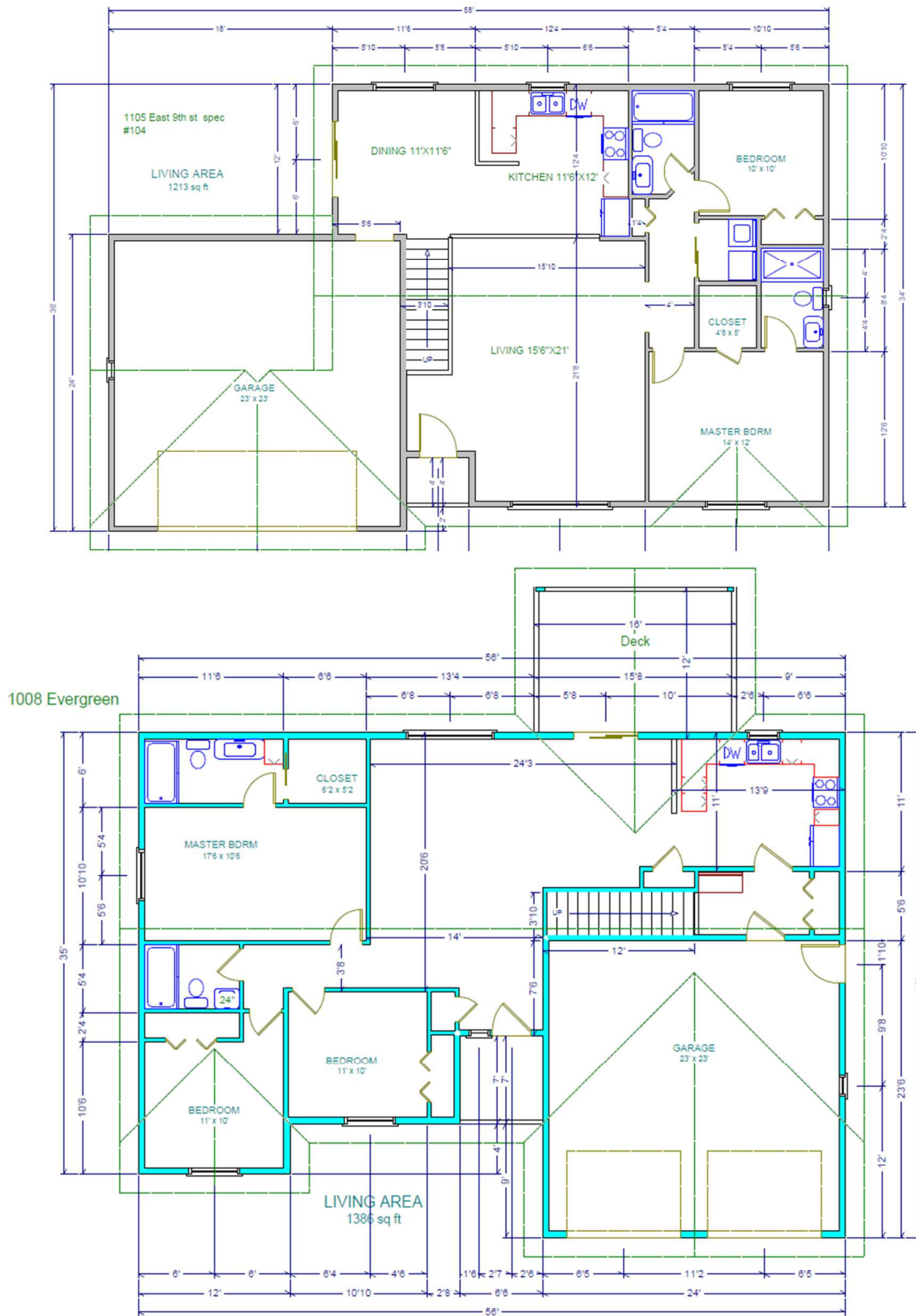
The Minimum Improvements shall consist of the construction by the Developer of 20 single family Housing Units together with related site improvements for the housing development, to be constructed consistent with approved plats and plans. See Exhibit B-1 for floor plans for the Minimum Improvements.

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



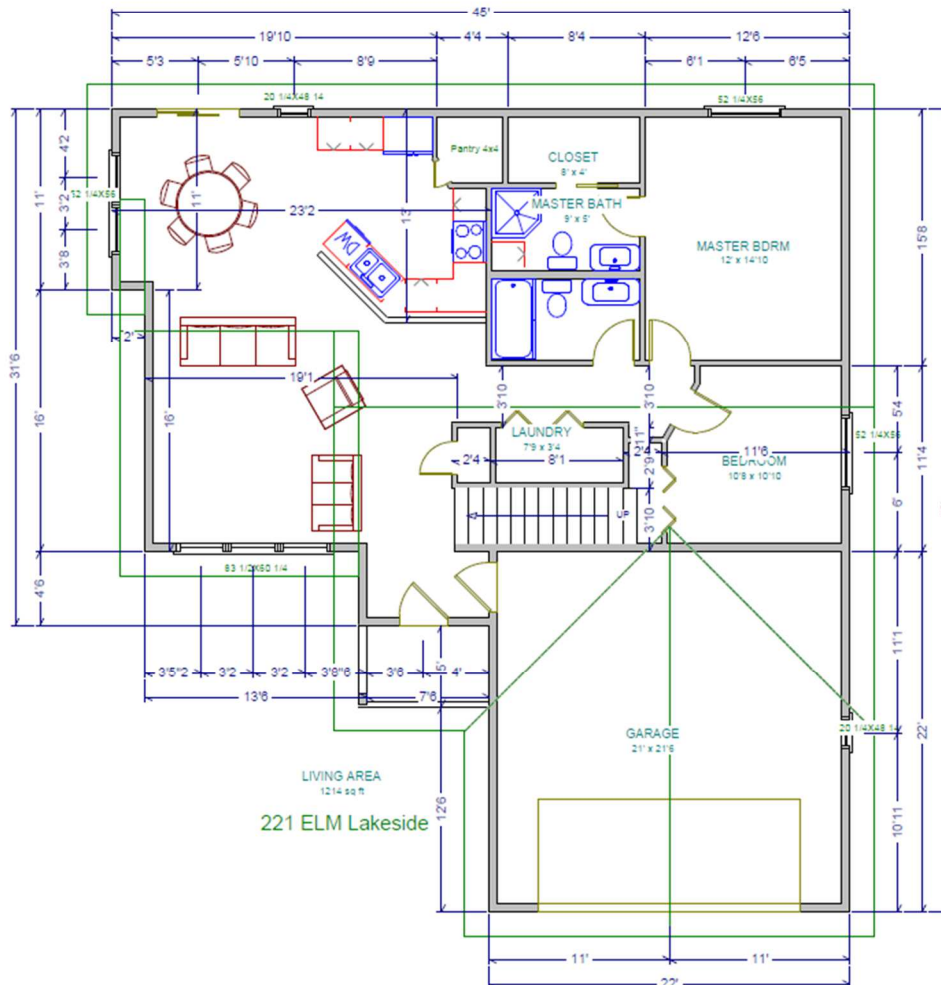
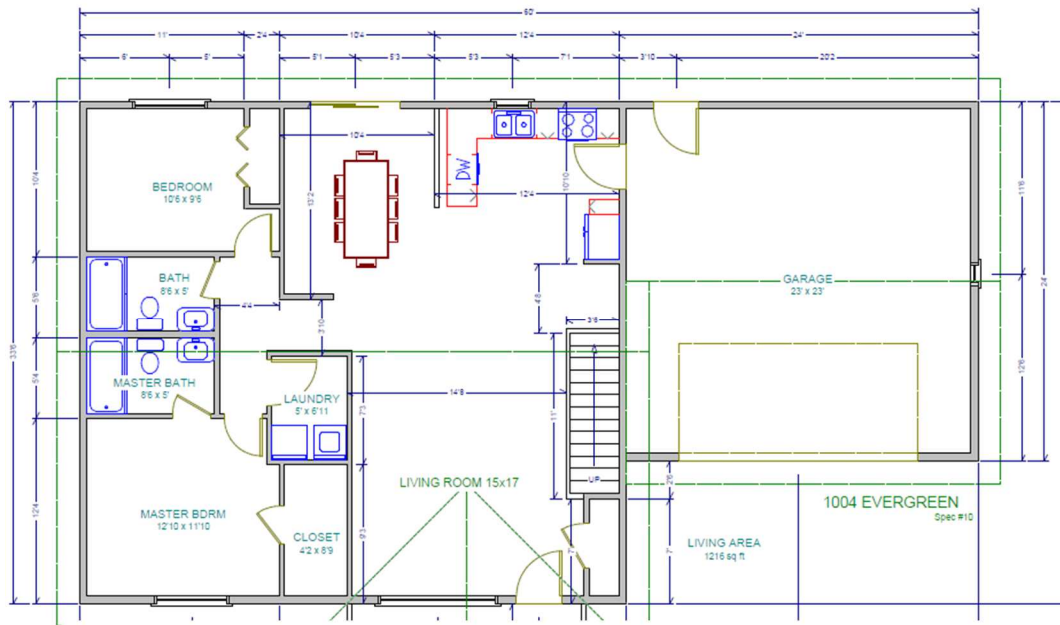


EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

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]

Dated: _____

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mike Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 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 Special Warranty Deed– City of Storm Lake]

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

3/18/2019

Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 52-R-2018-2019 Making Final Determination On Potential Sale Of Interest In Real Property And Approving And Authorizing Execution Of A Development Agreement By And Between The City Of Storm Lake And 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.

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. 52-R-2018-2019

ATTACHMENTS:

Description		Type
	Aube Developer's Agreement	Contract
	Resolution No. 52-R-2018-2019	Resolution

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)

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

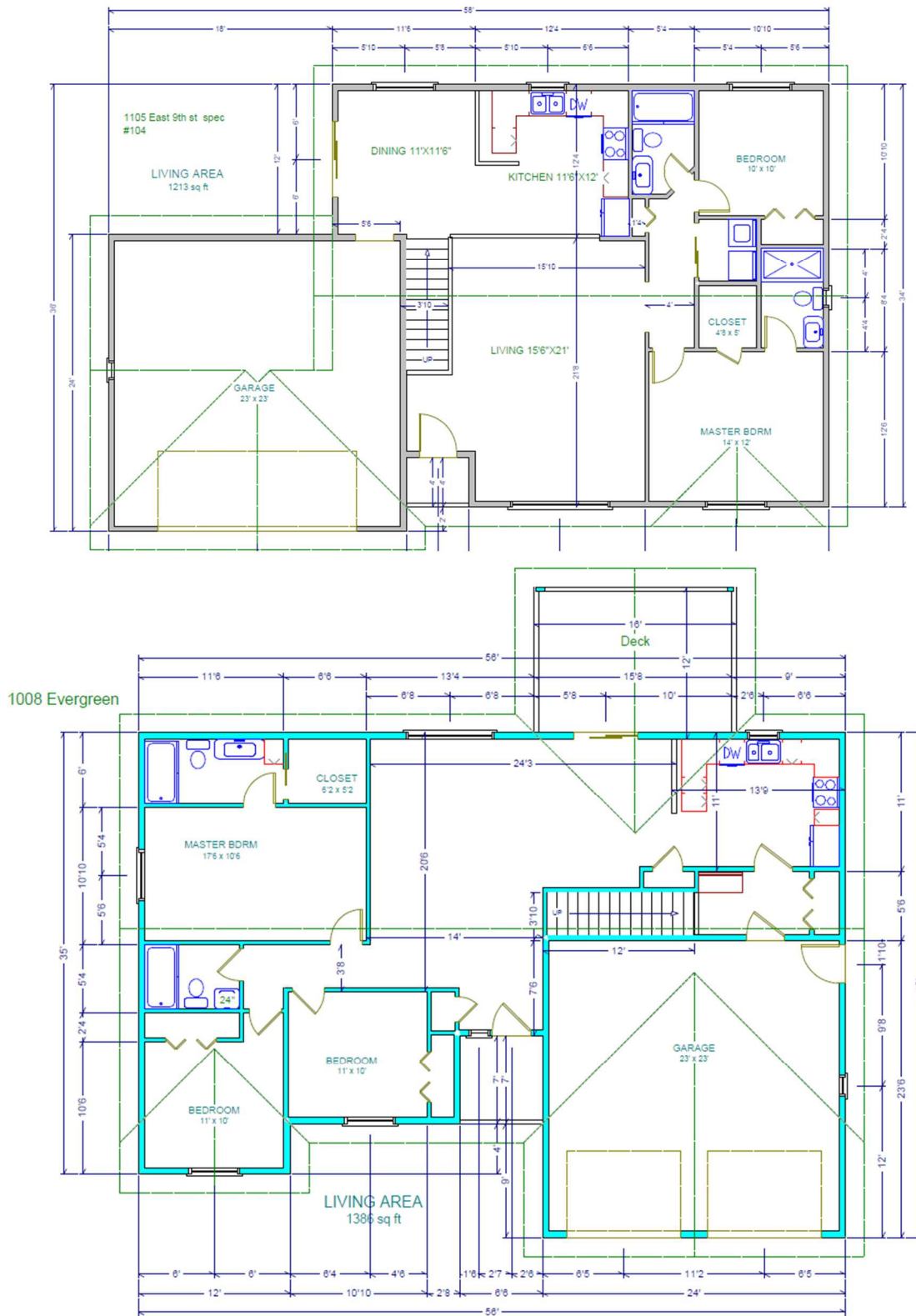
The Minimum Improvements shall consist of the construction by the Developer of 20 single family Housing Units together with related site improvements for the housing development, to be constructed consistent with approved plats and plans. See Exhibit B-1 for floor plans for the Minimum Improvements.

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



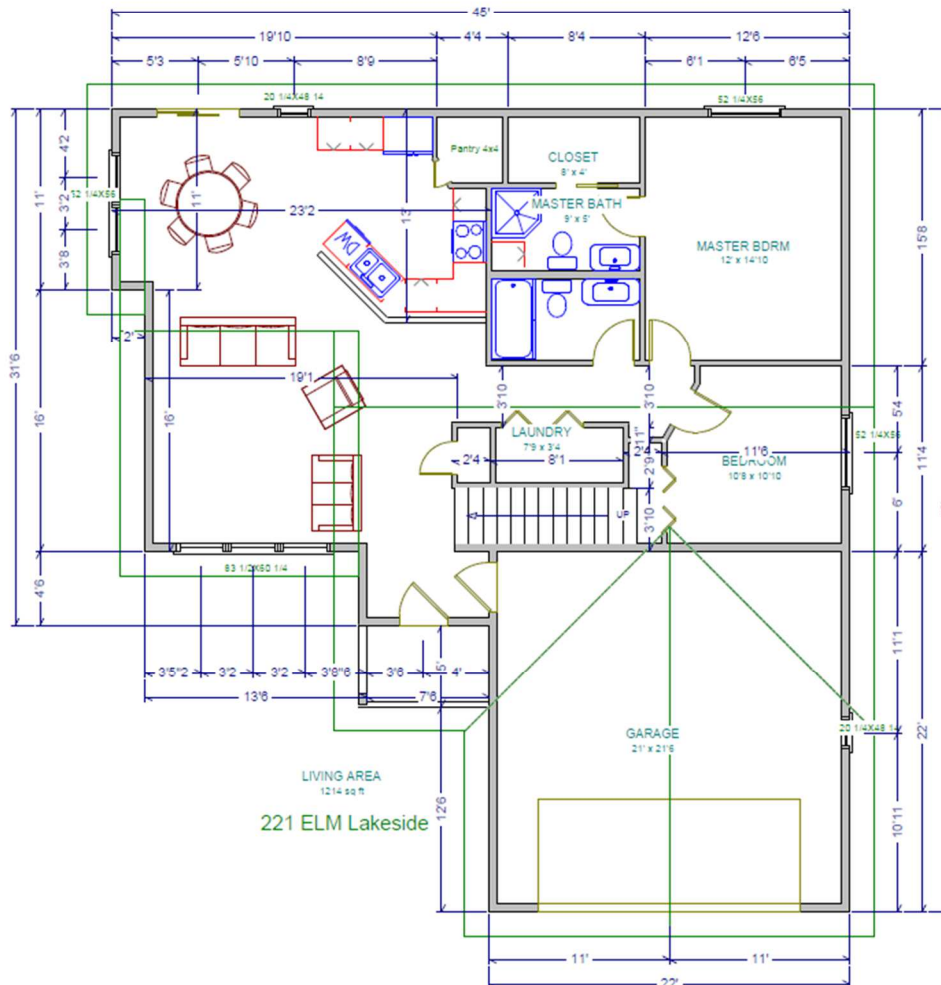
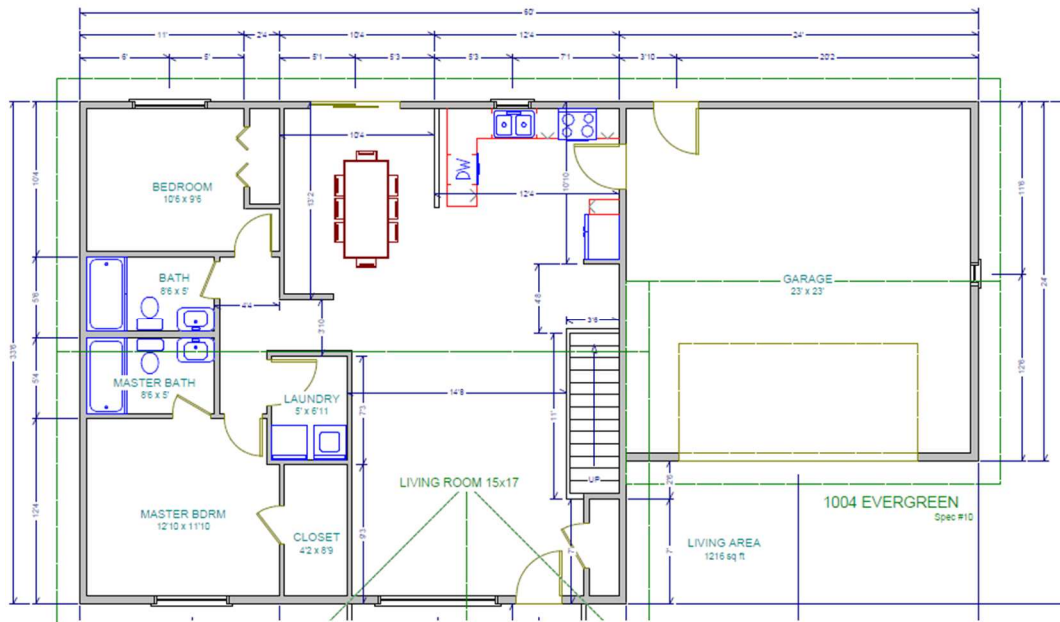


EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

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]

Dated: _____

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mike Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 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 Special Warranty Deed– City of Storm Lake]

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

RESOLUTION NO. 52-R-2018-2019

RESOLUTION MAKING FINAL DETERMINATION ON POTENTIAL SALE OF INTEREST IN REAL PROPERTY AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF STORM LAKE AND JOSEPH AUBE

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, such Plan provides for, among other things, the disposition of property for private development as a proposed renewal action; 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 dispose of property and execute contracts 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 terms of the Agreement satisfy the "fair market value" and "competitive bidding" requirements of Iowa Code Section 403.8; and

WHEREAS, in compliance with Sections 403.8, 364.6, and 364.7 of the Code of Iowa, the Council has set forth its proposal to dispose of interests in the Development Property, by publishing notice of a thirty day competitive bidding period followed by publication of notice of a public hearing on the Agreement and has held said hearing; 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 any or all of the factors set forth in Chapter 15A, to wit:

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

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

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

Section 1. The Council finds that disposal of interests in the Development Property to the Developer as set forth in the Agreement will benefit the health, safety and welfare of, and is in the best interests of the residents of the City. The Council further finds that transfer of the

Development Property will promote economic development in the City and that these benefits, together with the other consideration provided for in the Agreement, constitute fair consideration for the disposal of interests in the Development Property under Section 403.8, Code of Iowa.

Section 2. The proposal to sell the Development Property to the Developer pursuant to the terms of the proposed Agreement is hereby approved.

Section 3. That the performance by the City of its obligations under the Agreement, including but not limited to selling the Development Property to the Developer in connection with the redevelopment of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 4. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 18th day of March, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

3/18/2019

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion To Set A Public Hearing To Approve Plans, Specifications, Form Of Contract, And Engineer's Opinion Of Probable Costs For Michigan Street Parking Lot Project**

BACKGROUND: This project will reconstruct the parking lot on the southeast corner of 6th & Michigan Streets within the City of Storm Lake, IA. The scope of the work includes the following approximate quantities: 2600 SY of 7" PCC paving, 200 LF of curb & gutter, 650 LF of storm sewer and subdrain, pavement markings, and other miscellaneous items of work.

FISCAL IMPACT: The Engineer's Opinion of Probable Construction Cost for the project is \$328,272. Funding is budgeted in the FY 2019 budget.

RECOMMENDATION: Staff recommends that Council set a public hearing for 5:00 pm at the April 15, 2019 regular City Council meeting.

ATTACHMENTS:

Description	Type
☐ Notice of Public Hearing	Backup Material

NOTICE OF PUBLIC HEARING

Lot B Reconstruction
City of Storm Lake
Storm Lake, Iowa

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Storm Lake on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:00 P.M. on April 15, 2019, at 620 Erie Street, in Storm Lake, Iowa.

PROJECT DESCRIPTION: Reconstruction of parking lot on the southeast corner of 6th & Michigan Streets within the City of Storm Lake, IA. The scope of the work includes the following approximate quantities: 2600 SY of 7" PCC paving, 200 LF of curb & gutter, 650 LF of storm sewer and subdrain, pavement markings, and other miscellaneous items of work.

This Notice is given by authority of the
City of Storm Lake

Mayra Martinez
City Clerk

Staff Summary

3/18/2019

Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion to Approve the FY 2020 FAST Act Application for Oneida Street Reconstruction Phase 2 Project**

BACKGROUND: The City of Storm Lake receives Federal Transportation allocations which are administered by the Northwest Iowa Planning and Development Commission. Comprised of 9 counties and the associated cities within, this organization requires an application process for determining funding priorities within the region. The City of Storm Lake is making an application to replace Oneida from East Railroad Street to Lakeshore. This would be a complete reconstruction of the paving surface with complete upgrades to the storm sewer, water, and sanitary sewer systems.

FISCAL IMPACT: The total project cost is expected to be \$2,159,072. Of this amount, \$1,757,801 will be using local match money funded from Road Use, Franchise Fee, and LOST funds. The City of Storm Lake is requesting FAST Act funds in the amount of \$401,271 with this application.

RECOMMENDATION: Authorize the Mayor to sign the application

ATTACHMENTS:

Description	Type
Oneida Phase 2 Grant Application	Application

LYON	OSCEOLA	DICKINSON	EMMET
SIoux	O'BRIEN	CLAY	PALO ALTO
		BUENA VISTA	

REGION III

FAST Act

APPLICATION

2020-2023 Regional Transportation Improvement Program Years

Application Produced by: The Northwest Iowa Planning & Development Commission

APPLICATION FOR REGION III TRANSPORTATION PROJECTS

Complete and return the original plus copy to: Ted Kourousis, Executive Director, NWIPDC

P.O. Box 1493, Spencer, Iowa 51301 by 4:30 p.m. **3/20/2019**

(Fully executed applications will be accepted electronically: **ted.kourousis@nwipdc.org** Do not send maps larger than 8.5" x 14" legal size paper)

1. Project Name: Oneida Street Reconstruction – Phase 2		Date: 3/18/2019	
2. Contact Person: David M Derragon, Assistant City Manager		Phone Number: 712-732-8000	
3. Address of Contact Person	City	County	Zip Code
PO Box 1086	Storm Lake, Iowa	Buena Vista	50588
4. Project Sponsor (lead entity if multi-jurisdictional)		Sponsor Signature	
City of Storm Lake			

5. Classification of Project: (check all that apply)

- | | |
|---|--|
| ☒ Highway | ☐ Transit |
| ☒ Construction, reconstruction
resurfacing, restoration, and
rehabilitation | ☐ Capital Costs for
transit projects |
| ☐ Highway safety improvements
Capital and operating costs for traffic
management and control | ☐ Surface Trans.
planning for transit
technology transfer
activities |
| ☐ Surface Transportation planning, highway
And research and development | |
| ☐ Operational Improvements | |
| ☐ Fringe and corridor parking facilities | |
| ☐ Most transportation control measures in
The Clean Air Act | |
| ☐ Development and establishment of
management system | |

6. Please describe the proposed project within the space provided.

This project involves the reconstruction of Oneida Street from East Railroad Street to Lakeshore om the City. Project includes removal and replacement of a 70+ year old collector street in a 100 foot right of way with a new roadway designed to carry the current traffic loading. The roadway is beyond its useful life and requires substantial patching and other repairs yearly. The corridor has heavy commercial and industrial users along its west side with dependence on good infrastructure to serve its clients. The roadway is also a main north-south corridor that connects the schools with the main residential areas of the community. Businesses located along the roadway include service companies such as a feed mill with scales that service Hillshire and Tyson Foods and the School Transportation Fleet Facility. This road also serves as a primary north – south route for public safety services. The project will consist of removal and replacement of approximately 1800 feet of 31 foot wide roadway with replacement using a 31 foot wide PCCC pavement, 8" thick on a modified subgrade with subdrains. The total project cost is approximately \$2,159,072 with the city applying for 50% STP funding for the roadway portion of the project. Other improvements to be financed by the city include storm sewer, water main and sanitary sewer improvements along with the engineering costs. No easement or right of way acquisition is anticipated with the project.

7. Please provide a brief description of the project area. Include a map with the area marked (please do not enclose and color maps or maps larger than 8.5" x 14" (legal size) paper

Oneida Street is a main north – south corridor in the city that runs from 13th Street on the north side of the city to the lake on the south. The roadway serves as a collector roadway in the community and is a main route for public safety services. See attached map of the city.

8. Project Budget

EXPENSES		REVENUE		
ITEM	COST	SOURCE	AMOUNT	%
Land/Site Acquisition Costs	-0-	Regional	\$401,271	18
Construction/Materials Costs	\$1,727,258	Local	\$1,757,801	Click here to enter text
Engineering/Consulting Costs	\$431,813		Click here to enter text	82
Capital Acquisition explain: Click here to enter text.	Click here to enter text.		Click here to enter text	Click here to enter text
			Click here to enter text	Click here to enter text
Other (expl.) Click here to enter text.				
TOTAL COST	\$2,159,072	TOTAL COST	\$2,159,072	100

9. Work plan and schedule for project completion (please be sure to coincide the work plan with the correct federal fiscal year, fiscal year for this cycle is 2020-2023(Federal fiscal year is October 1-September 30)

The proposed schedule for the improvements anticipated to be construction in the CY 2023 follows: 1) Design Phase May 2022 to October 2022; 2) Letting December 2022 – January 2023; 3) Construction April 2023 to September 2023; 4) Project Closeout October 2023 – December 2023.

10. Is there a need to coordinate with another entity in the programming and/or implementation of this project?

☐ Yes

☒ No

If yes, list other entities involved and describe the interaction needed and coordination to date.

Click here to enter text.

PRELIMINARY COST ESTIMATE

Summary of Improvements

Oneida Street Reconstruction - 3rd Street to Lakeshore Drive

City of Storm Lake, Iowa

Project No. P11.117954



Real People. Real Solutions.

3/13/2019

Segment	Street & Grading Cost	Sidewalk Cost	Sanitary Sewer Cost	Watermain Cost	Storm Sewer Cost	Project Cost
Total Estimated Construction Costs	\$802,542.84	\$62,124.53	\$243,412.68	\$342,390.25	\$363,150.80	\$1,813,621.09
Design and Construction Engineering	\$152,865.30	\$11,833.24	\$46,364.32	\$65,217.19	\$69,171.58	\$345,451.64
Total Estimated Project Cost	\$955,408.14	\$73,957.78	\$289,777.00	\$407,607.44	\$432,322.38	\$2,159,072.73



QUESTIONS 11-13 ARE FOR HIGHWAY PROJECTS ONLY

11. If applicable, what is the Average Daily Traffic of the proposed project?

Click here to enter text

12. If applicable, what is the Federal Functional Classification(s) of the route within the proposed project?

Collector

13. If applicable, what are the basic roadway sufficiency numbers for the route within the proposed project?

Unknown

PROJECT CHECKLIST

14. The following items are required		Note: Applications must specifically and directly answer each criterion within the space provided to receive points. Pertinent attachments are allowed such as maps, drawings, and/or photos as long as they are reproducible
☒	Project Description	
☒	Project Location Map (reproducible)	
☒	Project Budget	
☒	Project work plan with schedule	

Please fill in the following appropriate blanks:

We, the City of Storm Lake Support this application for Oneida Street Reconstruction – Phase 2
(City, County or State) (Project Name)
by submitting this application, Regional FAST Act
(underline one)
funds in the amount of \$401,271 are requested. This project has the support of local match
funding of \$1,757,801, which is Click here to enter text.% of the anticipated project costs.

BY: _____
Michael Porsch, Mayor

ATTEST: _____
Mayra Martinez, City Clerk

Staff Summary

3/18/2019

Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 53-R-2018-2019 to Approve and Submit Transportation Alternative Project Application For North Central Shared Use Path and Approve Resolution No.**

BACKGROUND: This project will provide alternative access along 590th Street (CH C49) then turning south along a former Rail Road right of way connecting to on-street trail on 13th Street. The project will continue the existing shared use path trail bringing an alternative access between residential and commercial areas of town. The trail will be approximately 3,800 feet, 10 feet wide, 5" thick PCC pavement. The total project cost is approximately \$454,226 with the city applying for 50% STP funding for grant eligible costs. All improvements with this project are related to the shared use path.

FISCAL IMPACT:	Construction	\$345,816
	Engineering	\$ 76,080
	Admin & Legal	\$ 32,330
	Total	\$454,226

Requested funding is for 50% of eligible costs for \$172,908. With the city portion being \$172,908, plus Engineering, Admin & Legal of \$108,410, for a total city cost of \$281,318, or 62% of total project costs. This project is included in the City's Capital Improvement Program. Eligible costs are only the construction costs related to the replacement of roads, sub-base, and sidewalks. Engineering and utility work, including storm water utilities, are not grant eligible funds.

RECOMMENDATION: Authorize the Mayor to sign the grant application and authorize the Mayor and City Clerk to sign Resolution No. 53-R-2018-2019

ATTACHMENTS:

Description	Type
□ Grant Application	Backup Material
□ Resolution No. 53-R-2018-2019	Resolution

APPLICATION FORM FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

General information

Regional planning affiliation (RPA)/
Metropolitan planning organization (MPO) Northwest Iowa Planning and Development

Eligible sponsor/
applicant agency City of Storm Lake

Contact person
(name and title) David M Derragon, Assistant City Manager

Street address and/or
box number PO Box 1086

City Storm Lake State IA ZIP code 50588

Phone number 712-732-8000 Email Derragon@stormlake.org

If more than one agency or organization is involved in this project, please state the name, contact person, mailing address, and telephone number of the second agency. *(Attach an additional page if more than two agencies are involved.)*

Applicant agency _____

Contact person
(name and title) _____

Street address and/or
box number _____

City _____ State _____ ZIP code _____

Phone number _____ Email _____

Project information

Project title North Central Shared Use Path

Project description (Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.)

This project will provide alternative access along 590th Street (CH C49) then turning South along a former Rail Road right of way connecting to on-street trail on 13th Street. The project will continue the existing shared use path trail bringing an alternative access between residential and commercial areas of town. The trail will be approximately 3,800 feet, 10 feet wide, 5" thick PCC pavement. The total project cost is approximately \$454,226, including \$108,410 engineering cost. The city is applying for 50% funding for eligible project costs, or \$172,908. All improvements with this project are related to the shared use path.

If this project includes construction of a trail, what is the length of the trail in miles? 0.72

If this project includes land acquisition, how many acres? _____

☐ **Safe Routes to School (SRTS)** project (All information required by Attachment B must be included with this application.)

If a construction project, is this project located within 2 miles of a primary or middle school (grades K-8)? ☐ Yes ☐ No

☐ **Iowa Byways** project

Is this project located within a designated scenic or historic byway corridor? ☐ Yes ☐ No

If yes, has the project been endorsed by the appropriate byway board? ☐ Yes ☐ No

Will this project be open to the public? ☒ Yes ☐ No

Do you intend to charge a fee to users? ☐ Yes ☒ No If yes, how much will the fee be and how will the revenue be used?

Estimated project costs

Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.

Right of way acquisition cost _____ \$0.00
Preliminary design/engineering cost _____ \$108,410.00
Utility relocation cost _____ \$0.00
Construction engineering cost _____ \$0.00
Construction cost _____ \$345,816.00
Indirect cost (if applicable) _____
Noninfrastructure cost (SRTS only) _____
Other (please specify) _____
Total cost _____ \$454,226.00
Iowa's TAP program funding request _____ \$172,908.00
Applicant match (20 percent minimum) _____ \$281,318.00

	Applicant match source	Amount	Assured or anticipated (date anticipated)
1.	City Funds	\$281,318.00	Assured
2.			
3.			

Are any state funds involved in this project? ☐ Yes ☒ No

If yes, please explain the source and conditions.

Are any other federal funds involved in this project? ☐ Yes ☒ No

If yes, please explain the source and conditions. (Please note here if you have previously been awarded funding for this project from the Statewide TAP program or from a Local Project TAP program administered by an MPO or RPA.)

Estimated project development schedule

Design	Start date <u>May 3, 2021</u>	Completion date <u>Oct 15, 2021</u>
Land acquisition	Start date _____	Completion date _____
Construction	Start date <u>Apr 4, 2022</u>	Completion date <u>Dec 16, 2022</u>
Noninfrastructure	Start date _____	Completion date _____

Has any part of this project been started? ☐ Yes ☒ No

If yes, please explain.

Documentation and narrative information

The following documents and narratives must be submitted with this application. In the upper right corner of each document or narrative write the corresponding letter shown below.

- ☒ A. A **narrative** discussion of the project. Please **limit to five pages** in length. Your narrative should incorporate answers to the following questions.

1. What is the project? Provide a clear description of the concept of the proposed project, including such information as existing site conditions, trail length, number/acreage of parcels to be acquired, general construction activities planned, etc. For a nonconstruction project, provide a summary of the planned activities to be part of the project with a description of each. Remember to provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a project.
2. Why is the project needed? Provide adequate project justification based on existing or estimated future use of the facility. If the project is a SRTS project, your discussion should address the existing hazards to walking or biking to school and how your project will mitigate these hazards.
3. If your project is a trail or sidewalk project, how will it enhance connectivity to other existing transportation facilities or provide linkages with local amenities, activity nodes, or points of interest? This may include a description of how the project will assist older citizens, the economically disadvantaged, persons with disabilities, nondrivers, or other special populations or groups to access the transportation system.
4. How does your project relate to the transportation system and what is its functional relationship, proximity, or impact to an existing or planned transportation facility? If this is a regional project, what is its value to your region and how will it be a functional addition to the transportation system and region as a whole if no additional development funds are received? If this is a statewide or multiregional project, assess the value of this project from a statewide or multiregional perspective.
5. If this project is part of a larger multiphase project, how will your project complement the phases already completed or planned for the future? Keep in mind that the discussion of other completed or future phases of your project should not be the focus of your application or this narrative.
6. How ready is your project to begin? For example, is all funding in place or are some initial steps completed (e.g., environmental studies, preliminary design)? If some parts of the project have already been started, describe how that head start will allow your project to move quickly once awarded.
7. Are there environmentally sensitive or culturally significant areas that may be affected by your project? If so, how might those areas influence your project's ability to gain compliance with Section 106 or National Environmental Policy Act of 1969 requirements?
8. To what degree will the proposed project fulfill the goals and/or priorities of the most recent MPO or RPA long-range transportation plan?

- ☒ B. A **detailed map** identifying the location of the project. The project scope should be clear and the map may also include other important information referred to in the narrative such as important transportation linkages, clearly marked completed or future project phases, etc. If the project is a SRTS project, the map shall indicate the K-8 school(s) to be served by the project, show a 2-mile radius of the school, identify neighborhoods served by the school, and hazards for children to walk or bike to school. More than one map may be submitted if the scope of the project is such that the desired detail is not feasible to be included on just one map. **Limit map sizes to no larger than 8.5-by-11-inches.**

- ☒ C. A **sketch plan** of the project, including cross section for bicycle or pedestrian facilities. If the cross section of your facility varies across the project (width, number of lanes, etc.) include a cross section for each situation and identify its location. (Required for construction projects only.)
- ☒ D. **Digital photographs (limit to five)** that will help to explain the existing site conditions of the proposed facility. It is not necessary to include photographs of all aspects or the entire route of a project. Photos submitted should be representative of the project as a whole or should support any particularly compelling or complex description included in the narrative provided in item A above.
- ☒ E. An **itemized breakdown** of the total project costs. This documentation does not need to be a detailed, line-item type estimate or formal engineer's opinion of probable cost. However, it must accomplish two objectives: 1) it must show the method by which the cost estimate was prepared; and 2) it must enable a reviewer to determine if the cost estimate is reasonable. The manner in which these objectives are achieved may vary widely depending on the type, scope, and complexity of the project. Absent a fully itemized list of costs, some general guidelines for possible methods of estimating each type of project cost are provided on Attachment A. The itemized breakdown should reflect costs in the planned project execution year estimated in your time schedule provided as part of item F below. It is preferable that this breakdown be provided by a licensed professional. If not, it is the responsibility of the applicant to explain the rationale and source of the assumptions used to develop the cost breakdown to allow a reviewer to have confidence in their accuracy.
- ☒ F. An estimated **time schedule** for the total project development. Local Project TAP program funded projects will be required to be programmed within the next four-year Transportation Improvement Program (TIP) window. Once programmed, a project funding agreement will be executed and projects will be required to submit a concept statement and initiate preliminary plans within the programmed year. Projects will be required to be let within two years of funds being available (programmed) to the project. Upon award and execution of a project funding agreement, projects that fail to make satisfactory progress may be terminated by the Iowa Department of Transportation.
- ☒ G. An **official endorsement** of the project from the authority to be responsible for the project's maintenance and operation. The authority must provide written assurance it will adequately maintain the completed project for its intended public use following project completion. For most construction projects, this will be a minimum of 20 years. The endorsement must also acknowledge the intent of the authority to provide the match funds required for the project. For cities, counties, or other political subdivisions, this should be in the form of a fully executed resolution by the elected body or board, as applicable.
- ☐ H. If applicable, a **letter of support** of the project from the scenic or heritage byway board. The board's letter should also address the project's relationship to the byway's intrinsic qualities, how the project will also have a statewide or multiregional impact, and whether the project is included in the byway's current corridor management plan.
- ☐ I. If applicable, the **items listed in Attachment B** shall be provided. If this project application is for a SRTS project, the applicant will complete and address the items provided in Attachment B, which are required only if the project is applying as a SRTS project. Failure to provide this information may result in the project not being considered as a SRTS project under the Statewide TAP program.
- ☒ J. A **narrative** discussing the public input process that was followed and the extent to which adjacent property owners and others have been informed of the proposed project and an assessment of their acceptance. As part of this narrative, also describe local and regional planning efforts related to the project, including whether it is listed in a long-range plan. Also include discussion of any partnerships among local organizations and stakeholders that this project may help to facilitate or how these entities or individuals have contributed to the development of the project concept or have committed financial or other support to the project.
- ☐ K. A **letter of support** from the Iowa DOT's district office if the project will include construction within Iowa DOT right of way.
- ☒ L. A completed **Minority Impact Statement**.

The award of Iowa's TAP program funds; any subsequent funding or letting of contracts for design, construction, reconstruction, improvement, or maintenance; or the furnishing of materials shall not involve direct or indirect interest, prohibited by Iowa Code 314.2, 362.5, or 331.342, of any state, county, or city official, elective or appointive. Any award of funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of funding and authorize a complete recovery of any funds previously disbursed.

Certification

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local authority. I understand that the attached **official endorsement(s)** binds the participating authority to assume responsibility for adequate maintenance of any new or improved facilities.

I understand that, although this information is sufficient to secure a commitment of funds, an executed contract between the applicant and the Iowa DOT is required prior to the authorization of funds.

Representing the City of Storm Lake

Michael Porsch, Mayor

Typed name and title

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grants applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project.

Indicate which groups are impacted.

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which groups are impacted.

☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

Storm Lake, over many decades, has become a very diverse city with multiple ethnicities represented in our community. The City routinely performs community outreach to our many neighborhoods through various city departments and through local nonprofit groups. Communication through major employers occurs on a routine basis as well.

Today, the outcome of efforts over time have produced an inclusive community with a very diverse ethnic fabric. With that in mind, the shared use path project would not be expected to have a disproportionate impact on the minority population of the community.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name Michael Porsch

Title Mayor

Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

REQUEST FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

ATTACHMENT A

Itemized breakdown of total project costs guidelines.

Construction costs

These may be based on historical averages for entire projects of similar size and scope. Examples include:

- Typical cost per mile of trail (e.g., \$XXX,XXX per mile for moderate terrain and limited number of structures).
- Typical cost per square foot of bridge deck.
- Typical cost per square foot of new or renovated building space.
- Typical cost per lineal foot of sidewalk.

Design/Inspection costs

These may be estimated based on the following typical percentages of construction costs, such as:

- 8 to 10 percent for preliminary up through final design and letting activities.
- 12 to 15 percent for construction inspection activities.

Right of way acquisition costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per square foot for permanent right of way.
- Typical cost per square foot for temporary easements.

Utility and railroad costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per linear foot of relocated or reconstructed facility (i.e., track, pipe, electrical lines).
- Typical cost per installation (i.e., railroad switches, utility poles, transformers, control boxes).

Indirect costs

If indirect costs are involved (e.g., wages):

- Estimated hours.
- Estimated hourly rate, salary.
- Estimated fringe, direct.
- Other direct cost estimate.
- Other indirect cost estimate.

REQUEST FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

ATTACHMENT B

For Safe Routes to School (SRTS) projects only.

1. Provide the following information about the affected school and student population. (To answer items f, g, h, and i below, use the data collection forms, tips, and instructions provided at <http://www.saferoutesinfo.org/data-central/data-collection-forms> to gather the necessary data. **Do not** send your survey forms with this application.)
 - a) School name
 - b) Grades of students at school
 - c) Number of students at school
 - d) Number of K-8 students at school
 - e) Distance eligibility for riding a bus (radius) in miles
 - f) Number of K-8 students who currently walk to school
 - g) Number of K-8 students who currently bicycle to school
 - h) Number of K-8 students currently driven to school
 - i) Number of K-8 students currently bused to school
 - j) Number of K-8 children eligible for busing
 - k) Number of K-8 students who attend this school and live within 2 miles of the school
2. A narrative discussing your plans for evaluating the success of the project. The SRTS program goal is to enable and encourage more children to walk and bicycle to school. How will you measure your success? What method will you use to determine whether more children are walking and bicycling to school? What are your specific user goals for this project? Your plans for measurement should minimally include using the student survey forms provided at <http://www.saferoutesinfo.org/data-central/data-collection-forms> **to gather before and after figures for the number of K-8 students who are:**
 - a) Walking to school.
 - b) Bicycling to school.
 - c) Driven to school.
 - d) Bused to school.

Narrative – A

The proposed project will result in the extension of the City of Storm Lake's existing on-street trail and shared use path system. The project will originate at the existing shared use path located at the Lake Avenue/590th Street (Farm-to-Market Road C49) intersection and extend eastward along the roadway for nearly 1400 feet where it will connect to a Buena Vista County trailhead. From this location, the proposed path will turn south for approximately 1600 feet within former railroad right-of-way before traversing westward to existing Seneca Street and then south to 13th Street where it will connect to the existing on-street trail (reference Exhibit B/C *Detailed Map & Sketch Plan*). The total length of the proposed shared use path is approximately 3800 feet and will provide a safer pedestrian/recreation route for users.

As a majority of the project will be located within former railroad right-of-way that has since been converted to farmland, no significant construction obstacles are anticipated. Given the location of the project with respect to previous development, environmentally sensitive and/or culturally significant areas are not expected to be encountered. With that in mind, a typical sequence of construction for such a project will include clearing of trees/shrubs and the stripping of soil within the proposed corridor. Installation of 6" thick modified subbase would then ensue followed by the placement of 5" thick concrete surfacing. Upon completion of the paving, final grading and turf restoration would commence within the disturbed areas of the project's footprint. A preliminary assessment of the project within previously developed areas (590th and Seneca Streets) has been performed and it is envisioned that a similar construction process will occur within these portions; utility relocations are not anticipated.

This project has been previously prioritized by the City in 2017 and has established its long-term budget to accommodate the design in 2020 and construction during 2021. In addition, the City has identified easement needs within the 590th Street portion of the project. Specifically, the shared use path is to be adjacently located north of the existing 590th Street right-of-way and a total of 11,378 square feet (0.26 acres) of construction and permanent easements needs have been determined. The City had previously acquired right-of-way within the existing agricultural use portion and the path will be located within existing Seneca Street right-of-way; land acquisition is not anticipated within these areas of the project.

This project is central to the City's efforts to provide safer connectivity for users in the northern portion of the community. Currently, single-family and multi-family residential neighborhoods exist and as the City continues to grow, these neighborhoods are the focal residential growth locations. Similarly, the Lake Avenue commercial corridor is a primary destination for retail within the City and many employees/shoppers are traveling to and from these areas routinely. The current state of the network requires residents to utilize non-ADA compliant facilities that also cross/are adjacent to highly trafficked roadways within this portion of Storm Lake. Providing safer connection between these retail and residential areas as well as connection to the City's existing trail network is paramount.

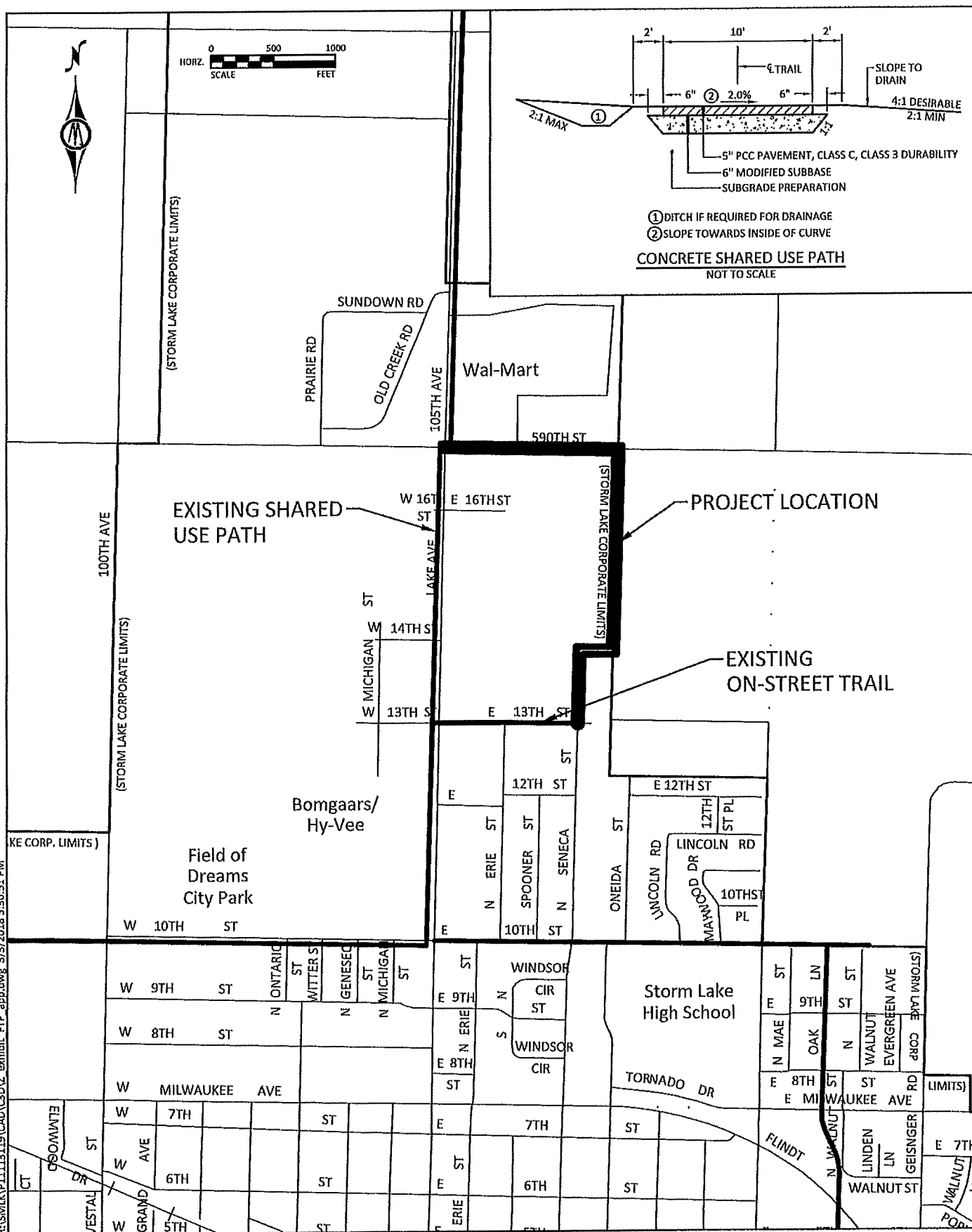
In particular, many of the residents that will be impacted by the project are classified as low- to moderate-income families. It is not uncommon to see residents walking/bicycling in the area as a significant portion of the impacted populous is classified as non-driving. This project will allow these individuals safer passage to their work and shopping environments as well as enhance their connectivity to other City amenities such as parks and schools within the northern portion of the community. In addition, through the connection to the Buena Vista County trail network, residents will also benefit from having direct access to regional amenities that the County network provides.

To that end, the project is in harmony with future initiatives established by the City, County, and the regional planning affiliation (Northwest Iowa Planning & Development Commission). The City in particular has identified future extensions of the trail network and upon completion of this project and as funding is secured for the future segments, residents will ultimately benefit in having safe and amenable means of accessing primary destinations throughout the City without the need to utilize a motorized

vehicle. Relatedly, this project is in accord with RPA goals associated with accessibility and connectivity, environment, fiscal responsibility, and safety.

City of Storm Lake, Iowa

March 2018



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Narrative – D

Digital Photos







**BOLTON
& MENK**

Real People. Real Solutions.

ITEMIZED BREAKDOWN OF PROJECT COST - E

Concrete Shared Use Path
North Central Shared Use Path
City of Storm Lake, Iowa
Project No. P11.113319

TRAIL IMPROVEMENTS

3/3/2018

ITEM NO.	IDOT SPEC NO.	ITEM	UNIT	UNIT PRICE	QTY	TOTAL
1	2102-2713070	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	\$20.00	933.00	\$18,660.00
2	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	\$30.00	375.00	\$11,250.00
3	2115-0100000	MODIFIED SUBBASE, 6 IN.	CY	\$55.50	350.00	\$19,425.00
4	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 5 IN.	SY	\$48.00	4200.00	\$201,600.00
5	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	\$50.00	111.00	\$5,550.00
6	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	\$15.00	111.00	\$1,665.00
7	2528-8445110	TRAFFIC CONTROL	LS	\$6,015.00	1.00	\$6,015.00
8	2533-4890005	MOBILIZATION	LS	\$22,120.00	1.00	\$22,120.00
9	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	\$4,750.00	1.30	\$6,175.00
10	2602-0000020	SILT FENCE	LF	\$2.50	1500.00	\$3,750.00
11	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	\$1.00	1500.00	\$1,500.00
12	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	\$1.00	1500.00	\$1,500.00
13	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	\$500.00	3.00	\$1,500.00
		CONSTRUCTION COST CONTINGENCY	LS	\$45,106.00	1.00	\$45,106.00

SUMMARY OF IMPROVEMENTS	Total Cost
TOTAL ESTIMATED CONSTRUCTION COSTS	\$345,816.00
DESIGN AND CONSTRUCTION ENGINEERING	\$76,080.00
ADMINISTRATION AND LEGAL	\$32,330.00
TOTAL ESTIMATED NORTH CENTRAL PATH PROJECT COSTS	\$454,226.00

Narrative – F

TIME SCHEDULE

The proposed schedule for the improvements anticipated to be constructed in CY 2022 is as follows:

Design phase May-October 2021

Letting December 2021- January 2022

Construction April 2022-September 2023

Project Closeout October 2022-December 2023

NARRATIVE G

RESOLUTION NO. _____

RESOLUTION SUPPORTING THE NORTH CENTRAL SHARED USE PATH

BE IT RESOVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA

WHEREAS, the City Council considers bicycle and pedestrian transportation to be of importance to the city by providing the community with recreation and transportation opportunities as well as the possibilities of economic and community development; and

WHEREAS, the City's Comprehensive Plan supports creation and development of bicycle and pedestrian transportation paths in the community; and

WHEREAS, the Mayor's Advisory Committee for Parks, Trails, and Urban Forest is in support of this project; and

IT IS THEREFORE RESOLVED that the City Council of Storm Lake, IA endorses the North Central Shared Use Path project, and will provide maintenance and operation of for a minimum of twenty (20) years.

PASSED AND APPROVED this 18th day of March, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra Martinez, City Clerk

Narrative – J

The proposed project results from public input and information gathered through development of the City of Storm Lake Comprehensive Plan.

Throughout the comprehensive planning process, one of the most frequently discussed topics was the need for additional trails in the community. While the historic core around Downtown and the lakefront have sidewalks and trails, connectivity is lacking in newer areas of the community and among major destinations within the community. The popularity and demand for trails and bikeways has increased with community interest in health, fitness, and sustainability.

The discussion of trails in Storm Lake has been included within the Parks, Recreation, and Trails chapter of the comprehensive plan but it also has a strong relationship to the Transportation chapter of the plan. The transportation on plan addresses the roadway needs of the community while the trail plan focuses on the non-motorized means of travel throughout the community, as well as connections outward throughout Buena Vista County.

Additional discussions of trails in the community occurs at the regularly held meetings of the Mayor's Advisory Committee for Parks, Trails, and Urban Forest. Recommendations from the Committee are forwarded to the City Council for consideration and inclusion in annual budgets.

RESOLUTION NO. 53-R-2018-2019

RESOLUTION SUPPORTING THE NORTH CENTRAL SHARED USE PATH

BE IT RESOVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA

WHEREAS, the City Council considers bicycle and pedestrian transportation to be of importance to the city by providing the community with recreation and transportation opportunities as well as the possibilities of economic and community development; and

WHEREAS, the City's Comprehensive Plan supports creation and development of bicycle and pedestrian transportation paths in the community; and

WHEREAS, the Mayor's Advisory Committee for Parks, Trails, and Urban Forest is in support of this project; and

IT IS THEREFORE RESOLVED that the City Council of Storm Lake, IA endorses the North Central Shared Use Path project, and will provide maintenance and operation of for a minimum of twenty (20) years.

PASSED AND APPROVED this 18th day of March, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

3/18/2019

Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 54-R-2018-2019 for Change Order No. 2 to the Contract with Healy Excavating, of Lake View, Iowa, for the 10th and Ontario Storm Water Improvements Project**

BACKGROUND: Change Order No. 2 extends the final completion date from March 31, 2019 to June 30, 2019.

FISCAL IMPACT: No additional costs are being incurred at this time. The project is funded 75% by federal HUD money and 25% local match using franchise fees and Local Option Sales Tax.

RECOMMENDATION: Approve Resolution No. 54-R-2018-2019

ATTACHMENTS:

Description	Type
☐ Change Order No. 2	Change Order
☐ Resolution No. 54-R-2018-2019	Resolution

SECTION 000941 – CHANGE ORDER FORM

Change Order No. 1

Date of Issuance: MARCH 11, 2019 Effective Date: MARCH 18, 2019

Owner: City of Storm Lake Owner's Contract No.: _____

Contractor: HEALY EXCAVATING Contractor's Project No.: _____

Engineer: Emmons & Oliver Resources, INC Engineer's Project No.: 01112-0020

Project: 10th & Ontario Storm Water Improvements Contract Name: 10th & Ontario Storm Water Improvements

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

Description: Extend the Readiness for Final Payment Date due to poor weather conditions.

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: <u>December 31, 2018</u> Ready for Final Payment: <u>March 31, 2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: <u>December 31, 2018</u> Ready for Final Payment: <u>March 31, 2019</u> days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: <u>June 30, 2019</u> days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: <u>December 31, 2018</u> Ready for Final Payment: <u>June 30, 2019</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>PROJECT ENGINEER</u>	Title: _____	Title: _____
Date: <u>MARCH 11, 2019</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

****END OF SECTION****

EJCDC® C-941, Change Order.

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

RESOLUTION NO. 54-R-2018-2019

RESOLUTION APPROVING CHANGE ORDER NO. ONE TO THE 10th AND ONTARIO
STORM WATER IMPROVEMENTS PROJECT

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

Section 1. To approve Change Order No. 2 to the contract with Healy Excavating, of Lake View, Iowa for the 10th and Ontario Storm Water Improvements Project. Change Order No. 2 extends the final completion date from March 31, 2019 to June 30, 2019. No additional costs are incurred with this change order.

PASSED AND APPROVED this 18th day of March, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

3/18/2019

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:

Unscheduled Items:

1. Downtown - No Parking from 3:00 to 6:00 pm on Lake Ave from Milwaukee to Railroad
2. Snow Removal Policy for Downtown Parking Lots

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. Downtown - No Parking from 3:00 to 6:00 pm on Lake Ave from Milwaukee to Railroad
2. Snow Removal Policy for Downtown Parking Lots