

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
SEPTEMBER 6, 2016
5:00 PM**



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. Motion Authorizing a Noise Variance
 - D. Motion Authorizing A Series Of Noise Variances For Buena Vista University
 - E. Motion To Approve The City's Snow and Ice Removal Policy and Procedures
3. Resolution No. 12-R-2016-2017 Establishing Campground Seasons And Setting Monthly Rates For Off-Season Camping
4. Resolution No. 15-R-2016-2017 Approving Lake Avenue Trail Change Order 2
5. Public Hearing On The Proposed South School Urban Renewal Plan
6. Resolution No. 16-R-2016-2017 Adopting the South School Urban Renewal Plan
7. Ordinance No. 02-O-2016-2017 for the Division of Revenues under Iowa Code Section 403.19 for South School Urban Renewal Plan
8. Resolution No. 17-R-2016-2017 Fixing Date For A Public Hearing On The Proposal To Enter Into A Development Agreement With FB Storm Lake I, LLC.
9. Ordinance No. 01-O-2016-2017 Amending The City Code By Updating The Referenced Construction Codes and Standards To The Most Recent Editions
10. Resolution No. 18-R-2015-2016 Approving The FY 2015-2016 Street Finance Report
11. Resolution No. 19-R-2016-2017 Determining the Necessity and Setting Dates of a Consultation and Public Hearing on a Proposed LMI No, 5 Housing Urban Renewal Area
12. Adjourn

Meeting Protocol

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.

3. Please keep your remarks to three (3) minutes or less.
4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

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

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



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Staff Summary

9/6/2016

Agenda Item # A.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

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REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, Deputy City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe bills for approval
- Approve the August 15, 2016 City Council Minutes
- Approve the August 30, 2016 Strategic Planning Minutes
- Approve liquor license renewal for BVU and Dyno's
- Approve taxi license for Storm Lake Bus LLC
- Approve Updates to Snow Removal Policy
- Approve Candy Clough's Appointment to the Library Board
- Approve Noise Variance for Buena Vista University (see staff summary)
- Approve Noise Variance for a Wedding Event at Sunrise Park (see staff summary)
-

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$792,376.33
- King's Pointe Bills - \$633,074.60
- Sunrise Pointe Golf Course Bills - \$19,429.80

The City will receive the following revenues:

- Liquor license renewal - \$920.00
- Taxi License Fee - \$100.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Minutes - August 15, 2016	Minutes
☐ List of Bills	List of Bills
☐ Kings Pointe List of Bills	List of Bills

- ▢ Minutes - August 30, 2016 Strategic Planning
- ▢ BVU Liquor Report
- ▢ Dyno's Wine & Spirit Liquor Report
- ▢ Taxicab Application
- ▢ Snow Removal Policy
- ▢ Library Board Application

- Minutes
- Backup Material
- Backup Material
- Application
- Policy
- Application

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
AUGUST 15, 2016 5:00 P.M.**

Present: Mayor Jon Kruse, Council Members Bruce Carlson, Mike Porsch, Dan Anderson, Tyson Rice and Bruce Engelmann. Absent: None. Staff present: City Manager Jim Patrick, Asst. City Manager Keri Navratil, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Public Works Director Jason Etnyre, Library Director Elizabeth Huff, Interim Water Plant Superintendent Mike Davis, Wastewater Superintendent Mark Streed, and Sue Vossberg City Clerk.

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

Hear the Public – Maggie Martinez was present to ask about the Lake Avenue sidewalk and that the sidewalk stops. There is a sign that says stay off the grass. She would like to see the sidewalk completed for safety reasons.

Consent Agenda – Moved by Council Member Porsch to approve the consent agenda which included checks #53011 through #53168, minutes from the August 1, 2016 council meeting, 5 day liquor license for Buddhist Temple located at 6018 Rothmoor Road effective September 2, 2016, outdoor service area for Puff's liquor license on August 27, 2016, reappointment of Mike Olthoff to the Storm Water Advisory Committee, noise variance for the Buddhist Temple on Sunday, September 4, 2016 between 1:00pm and 1:00am, noise variance for Buena Vista University Welcome Weekend Celebration for the 2016/17 academic school year from August 26th to August 28th, noise variance for BVRMC's 2016 AWARE Run/Walk scheduled for Saturday, September 24, 2016 at 8:00am, noise variance for Honda Shop's Memorial Ride Event for Saturday, September 17, 2016 from 7:00pm until 11:00pm at 2000 Goldwing Drive, cigarette permit for Rachel N Eddy's Vapes. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Building Code Update – Mayor Kruse opened the public hearing on the proposal to amend the City Code by updating the construction codes and standards to the most recent editions. Hearing no comments the Mayor then closed the public hearing

Moved by Council Member Porsch to pass on 1st reading Ordinance No. 01-O-2016-2017 amending the City Code by updating the construction codes and standards to the most recent editions. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

North Central Storm Water Project – Moved by Council Member Engelmann to adopt Resolution No. 11-R-2016-2017 approving the Certification of Substantial Completion for the North Central Storm Water Project. Final contract cost \$2,710,093.80. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

RESOLUTION NO. 11-R-2016-2017

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

To approve the Certificate of Substantial Completion for the North Central Storm Water Project with a substantial completion date of August 8, 2016.

PASSES AND APPROVED this 15th day of August, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Campground Off-Season Rates – Council discussed the “Off-season” rates and would like staff to bring back the item to another meeting after researching fees and electric rates at other campgrounds.

Abner Bell Created Wetlands - Moved by Council Member Rice to adopt Resolution No. 13-R-2016-2017 accepting and awarding the bid and approving the contract with Healy Excavating, Lake View, for the Lime Lagoon Water Quality Initiative Restoration Project/Abner Bell Created Wetland. Amount of bid \$206,096.00. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

RESOLUTION NO. 13-R-2016-2017

RESOLUTION ACCEPTING BIDS, AWARDING BID AND APPROVING CONTRACT FOR THE CITY OF STORM LAKE LIME LAGOON WATER QUALITY INITIATIVE RESTORATION PROJECT/ABNER BELL CREATED WETLAND

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Lime Lagoon Water Quality Initiative Restoration Project/Abner Bell Created Wetland described in the plans and specifications heretofore adopted by this Council on June 20, 2016, be and is hereby accepted and awarded, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Healy Excavating, Lake View, Iowa
Amount of Bid:	\$206,096.00
Portion of Project:	All

Section 2. That the construction contract and bond executed and insurance coverage for the construction of the Lime Lagoon Water Quality Initiative Restoration Project/Abner Bell Created Wetland, as described in detail in the plans and specifications heretofore approved, and

which have been signed by the Mayor and Clerk on behalf of the City be and the same hereby approved as follows:

Contractor:	Healy Excavating, Lake View, Iowa
Date of Contract:	August 15, 2016
Bond Surety:	Granite Re, Inc.
Date of Bond:	August 15, 2016
Portion of Project:	All

PASSED AND APPROVED this 15th day of August 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Collection of Delinquent Debt 28E Agreement – Moved by Council Member Engelmann to adopt Resolution No. 14-R-2016-2017 approving the 28E Agreement with Buena Vista County for the Collection of Delinquent Court Debt Seconded by Council Member Porsch. Vote: All Ayes. Motion carried.

RESOLUTION NO. 14-R-2016-2017

RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF STORM LAKE AND BUENA VISTA COUNTY FOR COLLECTION OF DELINQUENT COURT DEBT

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

To approve an agreement pursuant to Section 28E of the 2015 Code of Iowa by and between the City of Storm Lake, Iowa and Buena Vista County for the collection of delinquent court debt.

PASSED AND APPROVED this 15th day of August 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

City Manager Patrick announced that the next council meeting will be on Tuesday, September 6, 2016 due to the Labor Day Holiday.

Closed Session – Moved by Council Member Porsch to go into closed session at 5:40pm in reference to Iowa Code Section 21.5(g) to discuss specific law enforcement matters. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Attendance in closed session: Dan Anderson, Bruce Carlson, Tyson Rice, Mike Porsch, Bruce Engelmann, Jon Kruse, Keri Navratil, Mark Prosser, Jim Patrick and Sue Vossberg

Moved by Council Member Porsch to return to open session at 6:58pm. Seconded by Council Member Rice. Vote: All ayes . Motion carried.

Adjournment – Moved by Council Member Engelmann to adjourn the meeting at 6:59pm. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 08/16/16 To 09/06/16
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00553.08.2016 Aflac Pretax	457.22
AFLAC	PR Batch 00553.08.2016 Aflac After tax	99.12
AFLAC	PR Batch 00554.08.2016 Aflac Pretax	87.56
AFLAC	PR Batch 00554.08.2016 Aflac After tax	55.95
AFLAC	PR Batch 00555.08.2016 Aflac Pretax	444.98
AFLAC	PR Batch 00555.08.2016 Aflac After tax	93.38
AFLAC	PR Batch 00551.09.2016 Aflac Pretax	88.59
AFLAC	PR Batch 00551.09.2016 Aflac After tax	56.44
City of Storm Lake	PR Batch 00551.09.2016 Dental insurance employee c	1.13
City of Storm Lake	PR Batch 00551.09.2016 Dental employee/spouse	13.86
City of Storm Lake	PR Batch 00551.09.2016 Dental insurance family	24.45
City of Storm Lake	PR Batch 00551.09.2016 125 Flexible Benefits	265.21
City of Storm Lake	PR Batch 00551.09.2016 Flex- Child Care	62.50
City of Storm Lake	PR Batch 00551.09.2016 Health Insurance Family	656.92
City of Storm Lake	PR Batch 00555.08.2016 Dental employee/child	6.00
City of Storm Lake	PR Batch 00555.08.2016 Dental insurance employee c	19.76
City of Storm Lake	PR Batch 00555.08.2016 Dental employee/spouse	12.78
City of Storm Lake	PR Batch 00555.08.2016 Dental insurance family	81.18
City of Storm Lake	PR Batch 00555.08.2016 125 Flexible Benefits	532.97
City of Storm Lake	PR Batch 00555.08.2016 Flex- Child Care	91.00
City of Storm Lake	PR Batch 00555.08.2016 Health Insurance Family	1,598.77
City of Storm Lake	PR Batch 00555.08.2016 Health Insurance Single	420.85
City of Storm Lake	PR Batch 00554.08.2016 Dental insurance employee c	1.04
City of Storm Lake	PR Batch 00554.08.2016 Dental employee/spouse	13.86
City of Storm Lake	PR Batch 00554.08.2016 Dental insurance family	24.45
City of Storm Lake	PR Batch 00554.08.2016 125 Flexible Benefits	265.21
City of Storm Lake	PR Batch 00554.08.2016 Flex- Child Care	62.50
City of Storm Lake	PR Batch 00554.08.2016 Health Insurance Family	652.33
City of Storm Lake	PR Batch 00553.08.2016 Dental employee/child	6.00
City of Storm Lake	PR Batch 00553.08.2016 Dental insurance employee c	21.84
City of Storm Lake	PR Batch 00553.08.2016 Dental employee/spouse	12.78
City of Storm Lake	PR Batch 00553.08.2016 Dental insurance family	81.18
City of Storm Lake	PR Batch 00553.08.2016 125 Flexible Benefits	532.97
City of Storm Lake	PR Batch 00553.08.2016 Flex- Child Care	161.54
City of Storm Lake	PR Batch 00553.08.2016 Health Insurance Family	1,709.03
City of Storm Lake	PR Batch 00553.08.2016 Health Insurance Single	420.85
Collection Services Center	PR Batch 00553.08.2016 Child Support Payments to I	222.00
Collection Services Center	PR Batch 00555.08.2016 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00555.08.2016 Cancer Pre Tax Insurance	41.04
Conseco Health Insurance Co	PR Batch 00553.08.2016 Cancer Pre Tax Insurance	41.04
EFTPS	PR Batch 00553.08.2016 Federal Income Tax	11,680.12
EFTPS	PR Batch 00553.08.2016 FICA Employee Portion	4,110.28
EFTPS	PR Batch 00553.08.2016 FICA Employer Portion	4,110.28
EFTPS	PR Batch 00553.08.2016 Medicare Employee Portion	1,590.92
EFTPS	PR Batch 00553.08.2016 Medicare Employer Portion	1,590.92
EFTPS	PR Batch 00554.08.2016 Federal Income Tax	3,947.56
EFTPS	PR Batch 00554.08.2016 FICA Employee Portion	1,523.91
EFTPS	PR Batch 00554.08.2016 FICA Employer Portion	1,523.91
EFTPS	PR Batch 00554.08.2016 Medicare Employee Portion	451.35
EFTPS	PR Batch 00554.08.2016 Medicare Employer Portion	451.35
EFTPS	PR Batch 00555.08.2016 Federal Income Tax	10,325.47
EFTPS	PR Batch 00555.08.2016 FICA Employee Portion	3,849.28
EFTPS	PR Batch 00555.08.2016 FICA Employer Portion	3,849.28
EFTPS	PR Batch 00555.08.2016 Medicare Employee Portion	1,458.11
EFTPS	PR Batch 00555.08.2016 Medicare Employer Portion	1,458.11
EFTPS	PR Batch 00551.09.2016 Federal Income Tax	4,198.29
EFTPS	PR Batch 00551.09.2016 FICA Employee Portion	1,637.28

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Checks for Approval Report

From: 08/16/16 To 09/06/16
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EFTPS	PR Batch 00551.09.2016 FICA Employer Portion	1,637.28
EFTPS	PR Batch 00551.09.2016 Medicare Employee Portion	477.87
EFTPS	PR Batch 00551.09.2016 Medicare Employer Portion	477.87
ICMA Retirement Trust 457	PR Batch 00551.09.2016 ICMA	675.00
ICMA Retirement Trust 457	PR Batch 00551.09.2016 ICMA City Paid	550.01
ICMA Retirement Trust 457	PR Batch 00551.09.2016 ICMA City paid for Police	451.85
ICMA Retirement Trust 457	PR Batch 00555.08.2016 ICMA	1,605.00
ICMA Retirement Trust 457	PR Batch 00554.08.2016 ICMA	675.00
ICMA Retirement Trust 457	PR Batch 00554.08.2016 ICMA City Paid	550.01
ICMA Retirement Trust 457	PR Batch 00554.08.2016 ICMA City paid for Police	451.85
ICMA Retirement Trust 457	PR Batch 00553.08.2016 ICMA	1,605.00
Iowa Department of Revenue Administrative Wage L	PR Batch 00553.08.2016 State Garnishment	505.10
Iowa Department of Revenue Administrative Wage L	PR Batch 00555.08.2016 State Garnishment	385.82
Iowa Public Employees	PR Batch 00555.08.2016 IPERS	3,363.29
Iowa Public Employees	PR Batch 00555.08.2016 IPERS City Share	5,047.67
Iowa Public Employees	PR Batch 00551.09.2016 IPERS	1,294.06
Iowa Public Employees	PR Batch 00551.09.2016 IPERS City Share	1,942.15
Iowa Public Employees	PR Batch 00553.08.2016 IPERS	3,589.92
Iowa Public Employees	PR Batch 00553.08.2016 IPERS City Share	5,387.83
Iowa Public Employees	PR Batch 00554.08.2016 IPERS	1,184.92
Iowa Public Employees	PR Batch 00554.08.2016 IPERS City Share	1,778.35
ITT Hartford AMS RPVA	PR Batch 00554.08.2016 457 Hartford	125.00
ITT Hartford AMS RPVA	PR Batch 00553.08.2016 457 Hartford	225.00
ITT Hartford AMS RPVA	PR Batch 00551.09.2016 457 Hartford	125.00
ITT Hartford AMS RPVA	PR Batch 00555.08.2016 457 Hartford	200.00
Muni Fire/Police Retire	PR Batch 00555.08.2016 Muni Police/Fire Pension	3,325.68
Muni Fire/Police Retire	PR Batch 00555.08.2016 Muni Police/Fire Pension Ci	9,170.40
Muni Fire/Police Retire	PR Batch 00551.09.2016 Muni Police/Fire Pension	568.15
Muni Fire/Police Retire	PR Batch 00551.09.2016 Muni Police/Fire Pension Ci	1,566.64
Muni Fire/Police Retire	PR Batch 00553.08.2016 Muni Police/Fire Pension	3,469.35
Muni Fire/Police Retire	PR Batch 00553.08.2016 Muni Police/Fire Pension Ci	9,566.62
Muni Fire/Police Retire	PR Batch 00554.08.2016 Muni Police/Fire Pension	568.15
Muni Fire/Police Retire	PR Batch 00554.08.2016 Muni Police/Fire Pension Ci	1,566.64
Teamsters Local Union 554	PR Batch 00553.08.2016 Union Dues	168.50
Treasurer State Of Iowa	PR Batch 00553.08.2016 State Income Tax	4,290.15
Treasurer State Of Iowa	PR Batch 00554.08.2016 State Income Tax	1,586.93
Treasurer State Of Iowa	PR Batch 00551.09.2016 State Income Tax	1,666.83
Treasurer State Of Iowa	PR Batch 00555.08.2016 State Income Tax	3,854.09

UNAVAILABLE

Department Total = 143,097.68

Police Department

Bomgaars Supply, Inc	Lights	15.54
City of Storm Lake	Health Ins Allocations Sep2016	23,897.92
Color-ize Inc	Evidence Forms	167.01
Custodian of Petty Cash	SLPD Postage	12.80
Custodian of Petty Cash	SLPD Postage	10.16
Custodian of Petty Cash	SLPD Postage	7.15
Custodian of Petty Cash	SLPD Postage	10.35
Diekman Patrick L	MOCIC Training- Wichita, KS- Diekman	153.69
Digital Ally Inc	Kit, Mirror Mount	45.00
Electronic Engineering	Supplies	114.50
Hy-Vee, Inc	Supplies	16.56
Iowa Office Supply Inc	Tags	21.80
Iowa Office Supply Inc	Folders	23.98
Iowa Office Supply Inc	Violation Door Hangers	296.70
Jack's Uniforms & Equipment	Body Armour- McDonald	844.28
Jack's Uniforms & Equipment	Medal & Bar	205.89

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Checks for Approval Report

From: 08/16/16 To 09/06/16
User: tyler.gibbins

Mangold Environmental Testing	Shipping	6.31
MidAmerican Energy Company	Electric Service Jun/July 2016	1,884.58
O'Reilly Auto Parts	Lights	5.38
Principal Life Ins Co	Insurance Premium Sept 2016	2,243.98
Tactical Technologies Inc	Repairs	167.00
Wal Mart #01-1526	Supplies	21.92
Wal Mart #01-1526	Supplies	4.98
Wal Mart #01-1526	Supplies	19.92
Wal Mart #01-1526	Supplies	8.94
Wal Mart #01-1526	Supplies	29.94

Police Department **Department Total =** 30,236.28

Emergency Management

Buena Vista Co Emer Management	FY2017 Assessment Dues	3,180.00
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Emergency Management **Department Total =** 3,180.00

Fire Department

Cintas First Aid & Safety	First Aid Supplies	49.85
City of Storm Lake	Health Ins Allocations Sep2016	2,193.42
Crescent Electric Supply Co	Lights	8.28
Electronic Engineering	Radio Batteries	215.00
Feld Equipment Company, Inc Ed M	Engine 74 Supplies	115.86
Feld Equipment Company, Inc Ed M	Engine 74 Supplies	138.00
Jones Mike	Fire Rescue Int Conf- San Antonio, TX- Jones	1,303.24
Julius Dennis R.	Laundry Service	52.55
Mangold Environmental Testing	Shipping	35.55
MS Door Service Ltd	Pest Management Services	18.00
North Lake Truck Repair	Clamps	151.02
Principal Life Ins Co	Insurance Premium Sept 2016	181.67

Fire Department **Department Total =** 4,462.44

Building Official

City of Storm Lake	Health Ins Allocations Sep2016	2,168.17
Principal Life Ins Co	Insurance Premium Sept 2016	138.59

Building Official **Department Total =** 2,306.76

Law Enforcement

Buena Vista Co Attorney	8/20/2016 Forfitures	1,056.64
Iowa Dept of Justice Attorney General's Office	8/20/2016 Cases	424.60
Iowa Dept of Justice Attorney General's Office	8/30/2016 Title Transfer #SI14-0353	200.00
Pocahontas County Sheriff's Office	8/20/2016 Case #SL15-1152	300.00

Law Enforcement **Department Total =** 1,981.24

Crime Prevention

Cole Chris J	Balloon Reimbursement	31.42
Hardees	Coffee with a Cop 8/17/2016- Less Tax	21.85

Crime Prevention **Department Total =** 53.27

Roadway Maintenance

APWA Iowa Chapter	Fall APWA Conference- Etnyre	175.00
Bierschbach Equipment & Supply Company, Inc	Paint	224.80
Bomgaars Supply, Inc	Boots	109.99
Bomgaars Supply, Inc	Tractor Cover	1.41
Bomgaars Supply, Inc	Coupler Returned	-6.99
Bomgaars Supply, Inc	Power Washer Supplies	21.17
Bomgaars Supply, Inc	Cattle Panel & Puller	107.95
Bomgaars Supply, Inc	Cattle Panels	211.00
Bomgaars Supply, Inc	Hose	221.45
City of Storm Lake	Health Ins Allocations Sep2016	6,799.17
City of Storm Lake	Replaced Alternator #35	222.00
CNH Industrial America LLC	Alternator	211.00
CNH Industrial America LLC	Files	18.00
Color-ize Inc	Employee Recognition Supplies	371.86
Deere Credit Inc	Tank	874.44
Deere Credit Inc	Tie Rod	331.88
Graham Tire	Tire Repairs	23.00
Hunzelman Putzier Company	Professional Services through 7/29/2016	555.84
Iowa Office Supply Inc	Toner	79.56
L & G Products, Inc	Herbicide	75.00
MidAmerican Energy Company	Electric Service Jun/July 2016	549.34
Principal Life Ins Co	Insurance Premium Sept 2016	465.07
ProBuild	Supplies	29.92
ProBuild	Concrete Mix	66.58
ProBuild	Concrete Mix Returned	-16.00
ProBuild	Supplies	87.60
Reding Gravel & Excavating Co., Inc	Rock	598.78
Smith Concrete Service Inc	Concrete	1,265.00
Smith Concrete Service Inc	Pay Estimate #5 of Lake Avenue Trail (Final)	28,090.39
Wal Mart #01-1526	Supplies	20.82

Roadway Maintenance **Department Total =** 41,785.03

Street Lighting

MidAmerican Energy Company	Electric Service Jun/July 2016	12,746.40
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Street Lighting **Department Total =** 12,746.40

Signs & Signals

Barco Municipal Products Inc	LED Lights & Barricades	812.69
Barco Municipal Products Inc	Signs	1,093.67
General Traffic Controls Inc	Traffic Signal Equipment	457.88
General Traffic Controls Inc	Traffic Signal Repairs- 8/11/2016	910.25
General Traffic Controls Inc	Traffic Signal Light Bulbs	361.46
General Traffic Controls Inc	Traffic Signal Light Bulbs	251.78

Signs & Signals **Department Total =** 3,887.73

Snow Removal

City of Storm Lake	Health Ins Allocations Sep2016	2,228.08
Principal Life Ins Co	Insurance Premium Sept 2016	138.13

Snow Removal **Department Total =** 2,366.21

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Airport

Bargloff & Company	Walk-In Shop Door Repairs	633.30
Bart's Flying Service	Airport Contract August 2016	5,063.04
Bomgaars Supply, Inc	Tug Tractor Battery	103.99
Eastern Aviation Fuels, Inc	Jet A Fuel	13,395.64
Eastern Aviation Fuels, Inc	Jet A Fuel	13,488.70
Eastern Aviation Fuels, Inc	Fuel Filters	617.17
Ferguson Enterprises Inc	Water Hydrant	221.49
Geyer Keith	Hangar Rent Refund Check- August 2016	80.00
Iowa Lakes Regional Water	Water Services	134.11
King's Pointe Resort	ALP Public Presentation	131.40
MidAmerican Energy Company	Electric Service Jun/July 2016	810.02
Nepple Electric Inc	Pappy Light Repairs Runway 31	225.00
Neuroth Kevin	1st Quarter FY2017 Garbage Service	161.25
Sioux Equipment Co Inc	AV Gas Cabinet Repairs	4,227.58

Airport

Department Total = 39,292.69

Upper Des Moines

Upper Des Moines Opportunity	FY2017 City Support	5,000.00
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Upper Des Moines

Department Total = 5,000.00

Library

City of Storm Lake	Health Ins Allocations Sep2016	5,668.83
Iowa Library Association	Annual ILA Conference- Dubuque- Miller	146.00
Iowa Library Association	Annual ILA Conference- Dubuque- Mehlenbacher	146.00
MidAmerican Energy Company	Electric Service Jun/July 2016	1,341.83
Principal Life Ins Co	Insurance Premium Sept 2016	195.41
Storm Lake Comm Schools	FY2016 Shared Library Health/Life Insurance	5,481.92
Wal Mart #01-1526	Items Returned to Reverse Tax- Paid in Full last Mont	-33.54

Library

Department Total = 12,946.45

Band

Anderson Kenneth	2016 Band Participation	150.00
Besch Henry Donald	2016 Band Participation	100.00
Brown David	2016 Band Participation	180.00
Butler Corbet	2016 Band Participation	15.00
Carr Natalia	2016 Band Participation	40.00
Davis Anna	2016 Band Participation	60.00
Dierwechter Ronald	2016 Band Participation	180.00
Fells Kenneth	2016 Band Participation	180.00
Glienke Brandon Cole	2016 Band Participation	135.00
Hardt Lynn Marie	2016 Band Participation	180.00
Hardt Marie Elizabeth	2016 Band Participation	180.00
Hecox Jilleen M	2016 Band Participation	105.00
Henley Shawn	2016 Band Participation	90.00
Hill Abigail	2016 Band Participation	70.00
Hill Elizabeth	2016 Band Participation	10.00
Hinkeldey Jeanette	2016 Band Participation	60.00
Luedtke Jacob	2016 Band Participation	120.00
Lukkes Zach	2016 Band Participation	165.00
Mills Emma	2016 Band Participation	110.00
Moe Keith	2016 Band Participation & Transportation	225.00

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620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 08/16/16 To 09/06/16
User: tyler.gibbins

Moe Patricia	2016 Band Participation	165.00
Musel Donna Sue	2016 Band Participation	90.00
Musel Katrin	2016 Band Participation & Co-Librarian	125.00
Musel Logan Thomas	2016 Band Participation & Co-Librarian	135.00
Musel Tom	2016 Band Participation	90.00
Nichols Salli Jane	2016 Band Participation	105.00
Nicholson Lucas	2016 Band Participation	50.00
Pearson Matthew	2016 Band Participation & Announcer	250.00
Pearson Kristie Ann	2016 Band Participation	180.00
Ricklefs Lindsey M	2016 Band Participation	90.00
Ring Daniel Eric	2016 Band Participation	165.00
Sandgren Jenna	2016 Band Participation	120.00
Shannon Kylee Carson	2016 Band Participation	120.00
Spaulding Donald	2016 Band Participation	120.00
Struck Kelsey Monica	2016 Band Participation	60.00
Sundine Kylie	2016 Band Participation	40.00
Swanson Matthew	2016 Band Participation	120.00
Swanson Michael	2016 Band Participation	150.00
Waggoner Richard	2016 Band Participation	105.00

Band	Department Total =	4,635.00
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Parks Department

Ace Sign Displays, Inc	Tree Plaque	12.00
Blum James R	Surveying Services for Circle Park Rain Gardens	1,625.00
Bomgaars Supply, Inc	Key, Pin, Ball Mounts, & Pounder	94.14
Bomgaars Supply, Inc	Fasteners	48.99
Bomgaars Supply, Inc	Power Washer Hose	100.16
Buena Vista Regional Medical Center	Drug Testing- Hoffman	30.00
City of Storm Lake	Health Ins Allocations Sep2016	2,176.00
CNH Industrial America LLC	Chain	25.66
Koenig Jeff	Portable Toilet Services	222.00
MidAmerican Energy Company	Electric Service Jun/July 2016	487.40
Principal Life Ins Co	Insurance Premium Sept 2016	197.52
ProBuild	Concrete Mix Returned	-132.00
Storm Lake Hydraulics Co Inc	Hyd Hose	26.88

Parks Department	Department Total =	4,913.75
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Golf Course

Bomgaars Supply, Inc	Fogger & Gas Killer	18.47
Bomgaars Supply, Inc	Sleeve & Cutters	8.98
City of Storm Lake	Health Ins Allocations Sep2016	620.50
Heartland Backflow Inc	Backflow Preventor	870.05
MidAmerican Energy Company	Electric Service Jun/July 2016	290.60
Principal Life Ins Co	Insurance Premium Sept 2016	72.13
Storm Lake Hydraulics Co Inc	Hyd Hose	53.76
Turfwerks	Supplies	457.00
Turfwerks	Supplies	290.28
Turfwerks	Supplies Returned	-432.00
Turfwerks	Services	1,247.15
Zimco Supply Co	Herbicide	186.75
Zimco Supply Co	Chemicals & Supplies	559.00
Zimco Supply Co	Ball Washer Supplies	176.00
Zimco Supply Co	Chemicals & Supplies	234.80

Golf Course	Department Total =	4,653.47
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City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

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From: 08/16/16 To 09/06/16
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Campgrounds

Arctic Glacier U.S.A., Inc.	Ice	139.60
Central Iowa Distributing, Inc	Cleaning Supplies	256.01
Central Iowa Distributing, Inc	Cleaning Supplies	149.44
City of Storm Lake	Health Ins Allocations Sep2016	206.92
Crescent Electric Supply Co	Supplies	26.29
General Traffic Controls Inc	Sunrise Campground Exit Gate Repairs	625.00
Heartland Backflow Inc	Backflow Preventor Testing & Certification	130.00
Keller Ken	Shower & Stall Repairs	373.29
MidAmerican Energy Company	Electric Service Jun/July 2016	3,020.75
Principal Life Ins Co	Insurance Premium Sept 2016	24.04
Wal Mart #01-1526	Cleaning Supplies	15.17

Campgrounds	Department Total =	4,966.51
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UNAVAILABLE

MidAmerican Energy Company	Electric Service Jun/July 2016	1,626.56
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UNAVAILABLE	Department Total =	1,626.56
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UNAVAILABLE

ShoreStation of Okoboji	Dock Frame & Leg- Less Tax	382.00
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UNAVAILABLE	Department Total =	382.00
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Shelter House

Bomgaars Supply, Inc	Cleaner	69.99
MidAmerican Energy Company	Electric Service Jun/July 2016	266.28

Shelter House	Department Total =	336.27
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Economic Develop

Simmering-Cory Inc	South School Urban Renewal Plan Services	3,632.00
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Economic Develop	Department Total =	3,632.00
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TIF

Bomgaars Supply, Inc	Sump Pump & Supplies	605.86
Stanton Electric, Inc	Condo Site Circuit Installation	2,514.90

TIF	Department Total =	3,120.76
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Dredging

City of Storm Lake	Health Ins Allocations Sep2016	158.42
Principal Life Ins Co	Insurance Premium Sept 2016	20.48

Dredging	Department Total =	178.90
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Mayor, Council, Manager

City of Storm Lake	Health Ins Allocations Sep2016	22.83
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City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 08/16/16 To 09/06/16
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Principal Life Ins Co	Insurance Premium Sept 2016	50.14
Mayor, Council, Manager		Department Total = 72.97
Policy & Administration		
City of Storm Lake	Health Ins Allocations Sep2016	1,582.25
Principal Life Ins Co	Insurance Premium Sept 2016	85.10
Policy & Administration		Department Total = 1,667.35
Legal Services		
Ahlers & Cooney, P.C.	Labor Relations Services through 8/19/2016	57.00
Legal Services		Department Total = 57.00
City Hall Building		
Bomgaars Supply, Inc	Fuses	8.98
MidAmerican Energy Company	Electric Service Jun/July 2016	830.32
Schumacher Elevator Company	Elevator Maintenance Service	189.01
Stanton Electric, Inc	Light Repairs	99.68
Stanton Electric, Inc	Furnace Circuit Repairs	320.37
Steve's Window Svc	Window Cleaning Services	34.00
City Hall Building		Department Total = 1,482.36
Tort Liability		
Stille Pierce & Pertzborn	Add Buena Vista University as Additionally Insured	252.50
Tort Liability		Department Total = 252.50
Other Policy & Administration		
Buntrock-Salie Studio Inc	Davis- Publicity	105.00
Color-ize Inc	Employee Recognition Supplies	371.85
Fridley Theatres, Inc RL	Discount Coupons	600.00
Getty Images (US) Inc	3rd Installment of 2016 Membership	129.68
Hunzelman Putzier Company	Professional Services through 7/29/2016	555.84
La Prensa LLC	Finance Assistant Advertising	29.68
Paper Free Technology Inc	Laserfiche Annual Support FY2017	558.25
Qualified Presort Service, LLC	August 2016 City Tidbits	204.53
Storm Lake Bakery	Meeting Supplies	20.75
Wal Mart #01-1526	Coffee Maker	109.00
Wal Mart #01-1526	Supplies	52.57
Other Policy & Administration		Department Total = 2,737.15
Water Administration		
City of Storm Lake	Health Ins Allocations Sep2016	3,090.48
Color-ize Inc	Employee Recognition Supplies	371.86
Getty Images (US) Inc	3rd Installment of 2016 Membership	129.69
Hunzelman Putzier Company	Professional Services through 7/29/2016	555.83
La Prensa LLC	Finance Assistant Advertising	29.69
Paper Free Technology Inc	Laserfiche Annual Support FY2017	558.25
Principal Life Ins Co	Insurance Premium Sept 2016	189.90

City of Storm Lake
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Checks for Approval Report

From: 08/16/16 To 09/06/16
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Qualified Presort Service, LLC	ACH Statements	90.93
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Water Administration	Department Total =	5,016.63
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Water Plant		
Bomgaars Supply, Inc	Fasteners	12.17
Bomgaars Supply, Inc	Fasteners	3.42
Bomgaars Supply, Inc	Fasteners	4.47
Bomgaars Supply, Inc	Batteries	99.69
City of Storm Lake	Health Ins Allocations Sep2016	5,646.58
Crescent Electric Supply Co	Fuse & Supplies	105.80
Fastenal Company	Supplies	3.26
Fastenal Company	Supplies for Grit Cart	18.80
Hawkins, Inc	Sodium Aluminate	675.88
MidAmerican Energy Company	Electric Service Jun/July 2016	24,604.77
Mississippi Lime Company	Lime	4,710.10
Mississippi Lime Company	Lime	4,694.90
Mississippi Lime Company	Lime	4,563.80
PraxAir inc	Carbon Dioxide	919.37
Principal Life Ins Co	Insurance Premium Sept 2016	311.23
Rent-All	Lift Rental of Silo Repairs	195.00
Stanley Mark	Grit Cart Repairs	344.59
Water Plant	Department Total =	46,913.83

Water Distribution		
Bomgaars Supply, Inc	Straps & Supplies	116.79
Bomgaars Supply, Inc	Boots	118.99
Bomgaars Supply, Inc	Creeper	44.99
Bomgaars Supply, Inc	Generator	1,169.99
Bomgaars Supply, Inc	Sealant	43.87
Bomgaars Supply, Inc	PVC Boot	29.99
Brown Supply Company	Hydrant Lock	171.05
City of Storm Lake	Health Ins Allocations Sep2016	1,557.00
Fastenal Company	Ladder & Supplies	252.01
Ferguson Enterprises Inc	Clamps	20.00
Ferguson Enterprises Inc	Poly	304.18
Iowa Rural Water Assn	Okoboji Fall Conference- Marshall	140.00
Iowa Rural Water Assn	Okoboji Fall Conference- Oehler	140.00
MidAmerican Energy Company	Electric Service Jun/July 2016	74.11
Principal Life Ins Co	Insurance Premium Sept 2016	143.32
Reding Gravel & Excavating Co., Inc	Rock for Water Leak Repairs	200.48
Underground Location Company	Locates	45.10
Utility Equipment Co	Shop Supplies	228.71
Utility Equipment Co	Shop Supplies	1,168.35
Zone Home Entertainment LLP	Car Charger	29.99
Water Distribution	Department Total =	5,998.92

Water Meters		
City of Storm Lake	Health Ins Allocations Sep2016	1,239.92
Principal Life Ins Co	Insurance Premium Sept 2016	54.76
Water Meters	Department Total =	1,294.68

Wastewater Administration

City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

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City of Storm Lake	Health Ins Allocations Sep2016	3,080.00
Color-ize Inc	Employee Recognition Supplies	371.86
Getty Images (US) Inc	3rd Installment of 2016 Membership	129.69
Hunzelman Putzier Company	Professional Services through 7/29/2016	555.83
La Prensa LLC	Finance Assistant Advertising	29.69
Paper Free Technology Inc	Laserfiche Annual Support FY2017	558.25
Principal Life Ins Co	Insurance Premium Sept 2016	189.85
Qualified Presort Service, LLC	ACH Statements	90.93

Wastewater Administration	Department Total =	5,006.10
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Wastewater Treatment Plant

Acuity Speciality Products, Inc	Lab Cleaning Supplies	399.19
Automatic Systems Co	Flow Meter for Water Plant Lift Station	6,950.00
Automatic Systems Co	Shop Service	233.56
Bolton & Menk, Inc	Facility Operations Assistance through 7/15/2016	990.00
Bomgaars Supply, Inc	Power Washer	179.99
Bomgaars Supply, Inc	Leak Spray for Basin	49.94
Century Link	August 2016 Phone Service	227.86
City of Storm Lake	Health Ins Allocations Sep2016	5,207.08
Environmental Resource Associates	Lab Testing Supplies	102.64
EWT Holdings III Corp	Bioxide for Odor Control at Water Plant Lift Station	14,036.25
Foundation Analytical Laboratory Inc	Testing Services	960.00
Foundation Analytical Laboratory Inc	Testing Services	344.00
Grainger Inc W.W.	Hour Meter for Lift Station	68.90
Hotsy Equipment Co	Shop Equipment	445.87
Hygienic Laboratory	2016 Fall Conference- Coralville- Ramos	90.00
Iowa Rural Water Assn	Okoboji Fall Conference- VanderWoude	140.00
Iowa Rural Water Assn	Okaboji Fall Conference- Ramos	140.00
Leo's Kitchens Inc	Countertop	48.00
MidAmerican Energy Company	Electric Service Jun/July 2016	13,768.68
Principal Life Ins Co	Insurance Premium Sept 2016	294.11
Recycle Center Harold Rowley	Recycling	29.12
Recycle Center Harold Rowley	Recycling	44.20
Recycle Center Harold Rowley	Recycling	28.08
Specter Instruments, Inc	Annual Software & Maintenance Support	495.00
Stanton Electric, Inc	Campground Lift Station Repairs	55.00
US Peroxide, LLC	Hydogen Peroxide	11,403.52
Vessco Inc	Blower #2 Repairs	600.00
Wal Mart #01-1526	Office Supplies	48.96
Wal Mart #01-1526	Lab Supplies	295.31
Wal Mart #01-1526	Office Supplies	170.31

Wastewater Treatment Plant	Department Total =	57,845.57
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Wastewater Collection

City of Storm Lake	Health Ins Allocations Sep2016	1,557.00
Principal Life Ins Co	Insurance Premium Sept 2016	143.32
Underground Location Company	Locates	45.10

Wastewater Collection	Department Total =	1,745.42
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Landfill

City of Storm Lake	Health Ins Allocations Sep2016	516.58
Hunzelman Putzier Company	Professional Services through 7/29/2016	555.83

City of Storm Lake	Checks for Approval Report	From: 08/16/16	To 09/06/16
620 Erie Street PO Box 1086		User: tyler.gibbins	
Storm Lake IA, 505881086			
Principal Life Ins Co	Insurance Premium Sept 2016		21.90
Qualified Presort Service, LLC	ACH Statements		90.93
Landfill		Department Total =	1,185.24
Storm Water Administration			
City of Las Vegas	8/29/2016 Reimbursement ICMA Leadership Capston		402.47
City of Storm Lake	Health Ins Allocations Sep2016		980.17
Color-ize Inc	Employee Recognition Supplies		371.85
Getty Images (US) Inc	3rd Installment of 2016 Membership		129.69
Hunzelman Putzier Company	Professional Services through 7/29/2016		555.83
La Prensa LLC	Finance Assistant Advertising		29.69
Paper Free Technology Inc	Laserfiche Annual Support FY2017		558.25
Principal Life Ins Co	Insurance Premium Sept 2016		30.56
Qualified Presort Service, LLC	ACH Statements		90.93
Storm Water Administration		Department Total =	3,149.44
Storm Water Collection			
City of Storm Lake	Health Ins Allocations Sep2016		623.75
Custodian of Petty Cash	Testing Supplies		2.29
Custodian of Petty Cash	Testing Supplies		2.49
Hulstein Excavating Inc	Pay Estimate #4 of Erie Street through 8/25/2016		275,204.08
Principal Life Ins Co	Insurance Premium Sept 2016		37.48
ProBuild	Block for In-Take		26.88
ProBuild	Block for In-Take		21.24
Smith Concrete Service Inc	Concrete		345.00
Smith Concrete Service Inc	Concrete		517.50
Storm Water Collection		Department Total =	276,780.71
Street Cleaning			
City of Storm Lake	Health Ins Allocations Sep2016		517.17
Street Cleaning		Department Total =	517.17
Insurance			
Auxiant - Claims Account	8/29/2016 Claims		16,726.85
Auxiant - Claims Account	8/15/2016 Claims		2,588.56
Auxiant - Claims Account	8/22/2016 Claims		9,039.88
Auxiant - Fixed Account	September 2016 Insurance Premium		18,191.31
Auxiant - Flex Account	8/10/2016 Flex Claims		92.03
Auxiant - Flex Account	8/24/2016 Flex		743.65
Auxiant - Flex Account	8/17/2016 Flex		1.49
Auxiant - Flex Account	8/31/2016 Flex		421.70
Insurance		Department Total =	47,805.47
Vehicle Maintenance			
Bomgaars Supply, Inc	Clips & Pins		29.05
Bomgaars Supply, Inc	Markers		2.58
Storm Lake Hydraulics Co Inc	Caps & Plugs		17.47
Thomas Manufacturing Co Inc RJ	Decals for New Squad Car		336.32

City of Storm Lake
620 Erie Street PO Box 1086
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From: 08/16/16 To 09/06/16
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Vehicle Maintenance

Department Total = 385.42

Technology

Strategic Insight, Inc	CIP Software Renewal FY2017	675.00
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Technology

Department Total = 675.00

Grand Total = 792,376.33

King's Pointe Resort
Disbursements August 16th to August 30th

Vendor Name	Description	Amount
Acco	supplies	2962.63
Ace Hardware Inc. (3)	supplies	533.03
American Hotel Registration Co	services	535.28
American Red Cross National	services	35.00
Ameripride Services (3)	supplies	1,918.66
Arnold Motor Supply	supplies	7.93
Bomgaars (2)	supplies	880.99
Booking.com	services	294.30
BV Stationary	supplies	251.12
Bunkers Feed & Supply Inc	supplies	125.24
Captial Sanitary Supply Co (2)	services	1,146.62
City of Storm Lake (3)	utilities	12,591.32
Citadel Communications CO-KCAU	advertising	1,450.00
Colorize Inc (2)	services	230.25
Comm 1st Braodcasting	services	120.00
Convergence LLC	supplies	200.00
Counsel	services	635.26
Daniels Filter Service	services	457.07
Dippin' Dots Inc	supplies	1,123.20
Ecolab Center- Chicago	services	223.10
Edward Don & Co	services	508.63
Expedia Inc	services	1,083.24
Ferguson Enterprises Inc (2)	supplies	84.50
First National Bank- Omaha CC	services	39.50
Frigitec	supplies	509.82
G & R Controls Inc	supplies	321.70
Heaven's Best Carpet	services	2,205.00
Hy-Vee Food Store (3)	food	747.45
Mid-American Energy (2)	utilities	22,776.88
Iowa Office Supply (2)	supplies	2,771.40
Joyce's Greenhouse	services	1,105.00
Julius Cleaners	services	42.50
KDSN AM/FM	advertising	299.00
Kineth Hotel Corporation (2)	payroll, work comp	203,528.36
King's Pointe Waterpark	transfer	144,440.16
Maintenance USA	services	501.75
Media USA Advertising	advertising	700.00
Olsen Welding & Machine Shop	services	75.00
Orkin Pest Control	services	223.93
Pasquale's Food Service Inc (3)	food	1,494.50
Pepsi-Cola Bottling Co. (3)	beverages	4,553.02
Pilot Tribune	advertising	7.43
Playnetwork Inc	services	146.82
Probuild Company LLC	supplies	72.79
Quality Resource Group Inc	services	66.68
Rebnord Technologies	services	2,258.33
Rent-All Inc	services	232.50
Shoes for Crews	supplies	37.96
Star Leasing LLC	services	230.13
Star Promotions	services	382.95
The Storm Lake Times	advertising	611.47
Sysco Guest Supply	supplies	1,178.52

Treasurer - State of Iowa (2)	sales tax	27,700.00
Ty Inc	services	45.74
United Parcel Service- Carl STM	services	98.59
US Foods (3)	food	36,946.14
Vast Broadband	supplies	2,877.05
Vizergy	web site maintenance	220.00
Doll Distributing	beverages	661.10
Johnson Brothers/Iowa Wine & Bev	beverages	776.76
King's Pointe Resort (2)	services	144,577.30
Steve's Window Service	services	214.00
Total		633,074.60

**Sunrise Pointe Golf Course
Disbursements August 16th to August 30th**

Daniels Filter Services	services	29.54
Golf Products Inc	supplies	859.20
Hawk-I Plumbing, Inc	services	2,900.90
Mid American Energy	utilities	1,179.09
Julius Cleaners (2)	servcies	9.60
Kinseth Hotel Corporation (2)	payroll, management fee	5,917.74
King's Pointe Resort	transfer	6,325.58
Orkin Pest Control	services	75.00
Pepsi-Cola Bottling Co (3)	beverages	481.99
Probuild (2)	supplies	161.88
Speed's Automotive Supply	services	630.00
US Foods Inc (3)	food	489.52
Vast Braodband	utilities	114.46
Doll Distributing	beverages	255.30
Totals		19,429.80

SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, BUENA VISTA UNIVERSITY, AUGUST 30, 2016 9:00 A.M.

Present: Mayor Jon Kruse, Council Members Mike Porsch, Bruce Engelmann, Bruce Carlson, Tyson Rice, and Dan Anderson. Absent: None. Staff present: City Manager Jim Patrick, and Asst. City Manager Keri Navratil.

Mayor Kruse called the meeting to order at 9:00am

Strategic Planning – Darryl Armstrong with Armstrong & Associates facilitated a strategic planning session with the Mayor, Council and administration.

Adjourn – The meeting was adjourned at 12:46pm.

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: AUGUST 12, 2016

REFERENCE: LIQUOR LICENSE RENEWAL
SUDEXHO (BVU)
601 GRAND AVENUE

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

	9-6-2014 to 9-14-2015	9-15-2015 to 8-10-2016
INCIDENT	none	none
ARREST	none	none

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: SUE VOSSBERG

FROM: MARK PROSSER

DATE: JULY 13, 2016

REFERENCE: LIQUOR LICENSE RENEWAL
DYNOS
1201 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:

	07-14-2014 to 07-26-2015	7-27-2015 to 07-11-2016
INCIDENTS		
Accident	3	4
Ambulance Call	1	0
Animal Complaint	4	1
Business Assist	5	4
Business Security	172	93
Citizen Assist	3	2
City Co. Dept. Assit	1	0
Disturbance	1	0
Drug Investigation	1	0
Fire Call	0	1
Harassment	1	1
Hit and Run	0	1
Intoxicated Driver	1	1
Intoxicated Pedestrian	3	4
Juvenile Problem	0	1
Keys Locked In Car	4	8
Law Department Assist	0	1
Lost Child	0	1
Lost Property	1	0
Motorist Assist	3	2
Parking Complaint	1	0
Pedestrian Stop	1	1
PR/Talk/Presentation	11	4
Reckless Driver	1	1
Station Assignment	5	0

Street Beat	71	28
Suspicious Activity	0	1
Suspicious Person	2	2
Theft	7	6
Vehicle Maintenance	10	8
Vehicle Registration Check	0	1
Vehicle Search	1	0
Vehicle Stop	21	16
Welfare Check	0	1

ARRESTS

Disorderly Conduct	1	0
Interference	3	0
Operating While Intoxicated	1	0
Possess Controlled Substance	1	0
Possess Drug Paraphernalia	1	0
Public Intoxication	3	2

Recommendation: Approval of liquor license.



CITY OF STORM LAKE
APPLICATION FOR TAXICAB LICENSE

Applicant's Name Jeff Delval Date of Birth 10/2/84

DBA STORM LAKE BUS LLC

Address 1237 Hwy 7

mail to: 110 Mallard Ave
Storm Lake

Home Phone 712-299-1684

Business Phone 712-299-1684

Address of Business or Base Operation _____

Legal Description of Business or Base Operation:

Bus for BVA City Limits

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

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

94 International SSCO July

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

License Fee: First cab = \$100.00, plus \$10.00 for each additional cab. # of cabs X Fee \$ _____

Drivers Names & Driver's License Number:

Jeff Delval

Steve Peterson

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

Signature of Applicant

Date

Aug 27 14

Approved by City Council: _____

City Clerk

Date



POLICY AND PROCEDURE MANUAL

SNOW AND ICE REMOVAL

CITY OF STORM LAKE

REVISED 08/30/2016

To City Council 9/6/2016

INDEX

POLICY

IOWA WEATHER CONDITIONS

DECLARATION OF SNOW EMERGENCY

USE OF CHEMICALS AND ABRASIVES (SAND & SALT)

EQUIPMENT AVAILABLE

MANPOWER AVAILABLE

EMERGENCY SNOW ROUTES

MONITORING AND NOTIFICATIONS OF ICE/SNOW EVENTS

SANDING AND SALTING PROCEDURES

SNOW REMOVAL PROCEDURES

TOWING VEHICLES ILLEGALLY PARKED

BOUNDARY STREET JURISDICTION RESPONSIBILITY

SIDEWALKS – PRIVATE RESPONSIBILITY

DRIVEWAYS – PRIVATE

PLOWING PRIVATE PROPERTY

MAILBOXES

COMMUNICATIONS

CITIZENS COMPLAINTS

WORK HOURS AND RULES

SAFETY PROCEDURES

ACCIDENTS

CARE AND USE OF EQUIPMENT

SEVERE STORM & DECLARED EMERGENCY
MANAGEMENT

AIRPORT SNOW AND ICE REMOVAL POLICY

POLICY AND PROCEDURE MANUAL SNOW AND ICE REMOVAL CITY OF STORM LAKE

POLICY

This document states the normal snow and ice removal policies of the City of Storm Lake. However, under certain circumstances; emergency situation, budgetary concerns, personnel problems, and the unpredictability of weather conditions in Northwest Iowa, these policies may have to be suspended or superseded when conditions warrant.

The City of Storm Lake does not utilize a “Bare Pavement” snow/ice removal policy.

IOWA WEATHER CONDITIONS

The average annual snowfall in Storm Lake is 39.75 inches per year. We anticipate 25 snowfall or ice events per year, which requires action on part of the City for removal or control.

The overall budgetary and planning goal for our snow and ice removal efforts is: plan for the worst, hope for the best, budget for an average snowfall, and use contingency funds if we have a severe winter.

DECLARATION OF SNOW EMERGENCY

The Public Works Director or his designee will declare a snow emergency when weather conditions constitute snow removal. The Public Works Director shall set the duration of the snow emergency however it may be amended if weather conditions constitute.

In the Central Business District (CBD), said prohibition shall be between two o'clock (2:00) A.M. to six o'clock (6:00) A.M. unless specified in the declaration. In the Residential District, said prohibition shall be between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. Two parking lots are designated for overnight parking, they are parking lot A. located at the corner of Geneseo Street and W 6th Street and parking lot C, located on the east side of the 700 block of Erie Street.

Notification the public is sent through a press release to the media, the City of Storm Lake web page is updated, there is also a snow emergency number citizens can call (712-213-7669), also a WENS notification is sent out to users who have signed up to received such notifications. There are also signs posted at the following businesses: City Hall, Tyson Pork, Fareway, Hy-Vee, Wal Mart, Bomgaars, Tyson Poultry is notified via email.

USE OF CHEMICALS AND ABRASIVES (SALT AND SAND)

The policy of the department is to use salt or salt brine for melting of ice and hard packed snow. Salt is used only when it can be effectively applied. As a general rule, it will not be applied when temperatures are below 20°F and falling, for salt -10° for salt brine.

A mixture of 50% salt and 50% brine is the normal mix rate. More concentrated salt mixes will be used when conditions dictate.

Locally available screened/washed sand is used as an abrasive to help remove ice and hard packed snow and as a driving aid during slippery conditions. Because of the environmental impact on the lake, calcium chloride is not used at this time, but will continue to be investigated as an effective ice-melting agent below 20°F. Other chemicals will also be investigated and monitored for cost-effective ice removal.

EQUIPMENT AVAILABLE

The primary equipment available to remove snow and ice will be supplied by the City Street Department. The Parks Department may assist with equipment to remove snow from public sidewalks. See appendix for full equipment list.

During normal snow removal operations, 6 truck plows, 2 end loaders, 1 road grader, and 4 sanding trucks are available.

All truck-mounted snowplows have quick attachments and can be mounted in 15 minutes or less.

The sanding units consist of 4 end gate type sanders.

During a major blizzard event, contractor emergency equipment may be placed in service.

MANPOWER AVAILABLE

The primary manpower for snow removal shall be supplied by the City Street Department. (See Appendix) The manpower consists of 1 supervisor, 1 assistant supervisor and 7 operators.

For normal snow events, the City Street Department Shift Supervisor and City Manager shall determine hours, as conditions direct.

EMERGENCY SNOW ROUTES

A system of unmarked snow routes has been established for effective snow removal on the collector and arterial system. The snow routes consist of 8(eight) miles for 14% of the street system and provide service to within three blocks of all residential properties; and direct access to nursing homes, government buildings, schools, and businesses. Any hour snow and ice removal will be provided to the emergency snow routes. (See Appendix)

MONITORING AND NOTIFICATION OF ICE/SNOW EVENTS

The Police Department and the Public Works Director when inclement weather is approaching shall continuously monitor weather reports. The Police Chief, Public Works Director and City Manager shall keep each other informed of anticipated snow events, including timing and intensity of the event. The primary responsibility shall rest with the Public Works Director.

During nighttime, weekends and holidays the Police Department shall monitor weather reports and road conditions and notify the Public Works Director when potential action is needed by the City Street Department.

During normal weekday operations, the Police Department Shift Supervisor (lieutenant) shall notify the appropriate crew chief on duty when action may be needed by the Street Department. (See call list in appendix for notification of appropriate personnel.)

SANDING/SALTING PROCEDURES

Sand and salt shall be used sparingly and only when application will produce a positive result. Only dangerous intersections and other hazardous areas will be sanded or salted.

SNOW REMOVAL PROCEDURES

Snowfalls less than 2(two)-3(three) inches will not be plowed from streets unless drifting is occurring. Accumulation of snow on or drifting of streets may dictate variations in snowplowing activity.

Snow removal efforts shall be made on a priority system as follows:

Emergency Snow Routes	- Any hour service by the City Street Department.
Residential Streets & Central Business District	- Cleared within 12-24 hours of end of snow event by City Street Department.
Alleys	- Cleared within 48 hours of end of snow event by City Street Department.
Public Parking Lots	- Snow moved from parking areas within 72 hours or more of end of snow event by City Street Department depending on severity of occurrence.
Sidewalks, City responsibility	- Cleared within 48 hours of end of snow event by City Street Department.

TOWING VEHICLES ILLEGALLY PARKED

Cars parked on the streets during a snow removal effort may be ticketed and/or towed away. The City Code states:

“9-9-2: PROHIBITED PARKING DURING SNOW EMERGENCY: Upon declaration of the City Manager or his/her designee of a snow emergency, no person shall park, abandon or leave unattended any vehicle on any public street, alley, or City-owned off-street parking area between the hours of ten o’clock (10:00) P.M. and six o’clock (6:00) A.M. unless otherwise specified in the declaration. In the Central Business District (CBD), said prohibition shall be between two o’clock (2:00) A.M. to six o’clock (6:00) A.M. unless specified in the declaration. Every declaration of a snow emergency shall include a statement setting forth the duration of the snow emergency but which duration can be amended by subsequent declaration if unexpected weather or other factors warrant such amendment.”

The Police Department shall contact the Street Department and coordinate ticketing and towing operations ahead of the snow removal effort.

BOUNDARY STREET JURISDICTION-RESPONSIBILITY

The City of Storm Lake will not be responsible for any snow removal outside our municipal boundaries (other than at the municipal airport).

SIDEWALKS – PRIVATE RESPONSIBILITY

All sidewalks adjacent to private property are the responsibility of the property owner or occupant. All complaint calls shall be routed to either the Police Department or the Communications Center for complaint follow-up and code enforcement. The City Code states as follows:

“10-1-12: Cleaning: It shall be the duty of the owners or occupants of all lots or lands to keep all sidewalks in front of or adjoining the property owned or occupied by them, free and clear from all snow and ice and other accumulations from the abutting property. In the event that snow and ice or other accumulations from the abutting property be permitted to remain upon any sidewalk for a period of seventy-two (72) hours, the City may, without notice to the property owner, cause the same to be removed, in which case the expense thereof shall be specifically assessed against the abutting property and the owner thereof in an amount not exceeding one and one-half (1½) times the cost of the labor involved, and the Clerk shall certify to the County Treasurer the amount of the assessment.”

A reasonable time period shall be 72(seventy two) hours for purposes of enforcement. The City lacks sufficient manpower to clear sidewalks so every effort should be made to convince the property owner to clear the sidewalk of ice and snow.

DRIVEWAYS – PRIVATE

City snowplows will not clear private driveways or snow or ice from private property. The snow or ice placed in driveways by city plows is the responsibility of the property owner to remove. Snow or ice from a private driveway or property may not be placed on or pushed across a city street. Please notify the Police Department of any violations of the following section of the city code.

“10-6-1: REMOVAL OF SNOW AND ICE: It shall be unlawful for any person, firm, or corporation to remove snow, ice, and accumulations of snow or ice from private premises and to 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.

A violation 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.”

PLOWING PRIVATE PROPERTY

It is strictly forbidden for a city plow to clear snow or ice from private property unless it must be done to allow emergency vehicles access to private property for ambulance, fire, or police calls.

MAILBOXES

Every attempt will be made by the snowplow operator to clean snow adjacent to mailboxes to allow rural type mail delivery. The snow will only be cleaned, however, from curb line to curb line. The adjacent property owner is responsible for any other snow cleaning and to assure the mailbox is properly installed to withstand snow-clearing efforts by the City. The City will not be responsible for damage to mailboxes unless they were properly constructed and run over by a snowplow. It must be shown that a City plow actually struck the mailbox or the support structure of the mailbox in order for the City to be held responsible for any damage. The City will not be responsible for any damage to mailboxes caused by snow and/or ice or the force of snow and/or ice thrown from the plow during plowing operations.

If a complaint is received regarding a mailbox suspected of being hit by a snowplow, an incident report must be filled out by the citizen issuing the complaint. Incident report forms can be found at City Hall, 620 Erie Street, Monday through Friday, 8am to 5pm.

The Public Works Director will investigate the complaint and notify the citizen of the outcome.

COMMUNICATIONS

All snowplow equipment shall keep in radio communication with the Buena Vista County Communications Center or supervisor at all times. Check the radio before starting duty. Radio communications by snowplow operators shall be between supervisor, equipment, and/or Buena Vista County Communications Center dispatcher.

All communications, whether they are direct, telephone, or radio shall be made in a kind, courteous, business like manner.

The supervisor on duty shall periodically keep the City Manager informed on road conditions and snow removal efforts.

The Storm Lake School District may be kept informed on road conditions by the Police Department with information also supplied by the Street Department.

The media notification or contact shall be made by the Police Department for inquiries on street conditions or if any street needs to be closed.

CITIZENS COMPLAINTS

All citizen complaints on the snow removal effort shall be routed to the Supervisor on duty. Snowplow operators shall avoid verbal confrontations with citizens. All citizen complaints shall be treated courteously and followed up on promptly.

WORK HOURS AND RULES

Employees will be compensated according to the effective Employee Policy.

All Street Department employees who will be out of town November 15th through March 31st on weekends or holidays must notify their supervisor prior to leaving.

All Street Department employees are subject to 4(four)-hour duty call, seven days a week from November 1st through March 31st. The 4(four) hours is a planning tool only, and is not a “paid” standby situation. Any vacation requested during this time may be denied and/or suspended if needed.

SAFETY PROCEDURES

Safety is paramount to any snow event. The sole purpose of the snow/ice removal operation is to make the streets, sidewalks, alleys, and parking lots safe for the motoring and walking public. All snowplow operators shall observe the following safety rules.

Check your snow removal equipment prior to leaving the yard including:

All working lights and emergency lights

Radio

Snowplow and frame for damage

Sander

Rearview mirrors

Flags and reflectors

Windshield wipers

Heater and defroster

Oil and gas levels

OBEY ALL TRAFFIC LAWS

Report any non-working equipment immediately.

Use reasonable caution in operation of snow removal equipment.

Do not drive too fast.

Slow down if in cramped quarters with parked cars on a street.

Know your route and any fixed objects covered by snow.

Only travel on wrong side of street if another truck is blocking traffic.

Do not follow cars or other snow removal equipment too closely.

Slow down prior to turning – your plow will tend to push you where it wants to go.

Snowplows are emergency equipment, but they still must obey all traffic laws and give right-of-way to other vehicles.

Notify following truck prior to turning, when plowing in tandem.

ACCIDENTS

Report all accidents immediately to your supervisor and the Police Department. The Police Department will be called to investigate the accident.

CARE AND USE OF EQUIPMENT

The snowplow operator is responsible for routine maintenance on his vehicle. Report any maintenance needed to the supervisor on duty. Check vehicle before and after use for any maintenance needed or damage to equipment. The vehicle is to be refueled at the end of duty shift.

During snow removal emergencies snow removal equipment maintenance will take priority over any other city equipment or vehicles, subject to the discretion of the department supervisor.

No towing or pushing of vehicles, other than city vehicles, shall be allowed. No “jump” starting private vehicles shall be allowed. Rides to private citizens, other than city employees shall not be allowed except for emergency purposes only, i.e.: doctors to surgery, nurses needed for surgery, pharmacist for medicine calls, any other rides must be approved by the City Manager.

SEVERE STORM & DECLARED EMERGENCY MANAGEMENT

In the case of severe storms or state or federally declared disasters as they apply to snow events, and when the cities emergency operations center is activated, the management of extreme snow emergency incidents will be conducted utilizing the National Incident Management System (NIMS) and Incident Command System (IC).

APPENDIX INDEX

POLICY AND PROCEDURE MANUAL SNOW AND ICE REMOVAL STREET DEPARTMENT CITY OF STORM LAKE

ITEM

Equipment Available – Street Department

Snow Route List

Parking Lot Priority

Sidewalk Cleaning Priority

**STREET DEPARTMENT
SNOW & ICE REMOVAL
EQUIPMENT ASSIGNED**

Equipment from other divisions as needed.

<u>Unit</u>	<u>Year</u>	<u>Make</u>	<u>Function</u>
5	99	Chevy Truck C-8500	w/reversible plow
16	97	John Deere 624G End Loader	w/V plow & reversible plow
60	2002	Freightliner FL80 Tandem Axel	Reversible plow with wing & End gate sanding unit w/brine tank
12	95	Chevy Kodiak	w/reversible plow & end gate Sander w/brine tank
13	97	International 4700 Truck	Sander & Brine Tank w/ reversible plow
61	2001	Kamatsu Loader (Airport)	w/reversible plow
117	2002	Snow Go Blower	Front End Loader Mounted
113	2003	Chevy C8500	w/reversible plow
63	2008	Freightliner	w/reversible plow
62	2005	John Deere 672CH	V-plow and wing
65	2009	Volvo L110F	w/ V plow and pusher
59	2002	Sterling LT9513 Tandem Axel	w/reversible plow wing and end gate sander unit w/brine tank

CITY OF STORM LAKE
EMERGENCY SNOW ROUTES

5th Street: From Hwy. 110 to West Railroad
West Railroad to East Fourth
East Fourth to Expansion Blvd.

Lakeshore from Flindt to Grand Avenue
Grand Avenue: Lakeshore Drive to Fifth

Vestal: 5th Street North to 10th Street
Russell: 10th Street to Milwaukee Ave.
East Milwaukee: Russell Street to Radio Road
10th Street: Vestal Street to Russell Street

Northwestern Drive: Fifth Street to West Milwaukee Avenue
Lake Avenue: Lakeshore Drive to C-49
Hyland Drive: Northwestern Drive to Abner Bell Road
Oneida Street: East Milwaukee Avenue to 3rd Street
3rd Street: Oneida Street to Highway St.

Vestal St.: West Fifth to C-49
C-49: Vestal to 1075 590th St
Bargloff Edition
Sunrise Park Rd: East Lakeshore to City Limits
East Milwaukee: Russell to Radio Rd
Richland: Flindt to Radio Rd
Expansion: Fourth to Hwy 71
Gilbert: Expansion to Hwy 71
Russell: East 10th to East 6th

CITY OF STORM LAKE
SNOW REMOVAL
PARKING LOT PRIORITY

<u>PRIORITY</u>	<u>PARKING LOT</u>
1	Fire Station
2	Police Station
3	Erie Street (North)
4	City Hall
5	Erie Street (South)
6	6 th & Michigan Street
7	6 th & Geneseo
8	Library
9	7 th Street Garage
10	Senior Center
11	Kings Pointe Resort
12	Sunrise Campground

**CITY OF STORM LAKE
SNOW REMOVAL
SIDEWALK RESPONSIBILITY & PRIORITY**

<u>PRIORITY</u>	<u>LOCATION</u>
1	School Crossings Underpass, west side south to Park West 5 th Street Railroad Crossing, both sides Cayuga Street Railroad Crossing, both sides Park Street & Flindt Drive, East & West side Michigan Street, Ontario Street – Water Tower Lake Avenue Railroad Crossing, both sides
2	Miscellaneous City Hall Library Rear Parking (North) Erie Street Parking Lot, front (South) Erie Street Parking Lot, front 6 th & Geneseo Parking Lot, north side of lot Fifth and Michigan to Sixth, East side Sixth and Michigan to alley, South side Railroad Crossing, Lake Avenue South Police Front Parking West 10 th Street: Field of Dreams to Ontario (south side only) N Lake Avenue from 10 th to C-49

SNOW AND ICE REMOVAL POLICY
AND PROCEDURE MANUAL
CITY OF STORM LAKE
AIRPORT

**POLICY AND PROCEDURE MANUAL
SNOW AND ICE REMOVAL
CITY OF STORM LAKE
AIRPORT**

POLICY

This document states the normal snow and ice removal policies of the City of Storm Lake Airport. However, under certain circumstances; emergency situations, budgetary concerns, personnel problems, and the unpredictability of weather conditions in Northwest Iowa, these policies may have to be suspended or superseded when conditions warrant.

The City of Storm Lake does not utilize a “Bare Pavement” snow/ice removal policy for City streets and roads but recognizes the unique nature of snow removal on Airport runways and strives for bare pavement on runways and taxiways at the Storm Lake Municipal Airport.

EQUIPMENT AVAILABLE

The primary equipment available to remove snow and ice will be supplied by the City Street Department. Equipment available: 2001 Kamatsu Loader w/blade, snow pusher and bucket; 4’ snow blower w/cab.

The Storm Lake Street Department will also provide additional equipment including but not limited to a Tandem Axel Truck with Snow Plow and Wing Plow, Road Grader with plow and wing plow, and a large snow blower attached to a front end loader when conditions warrant.

MANPOWER AVAILABLE

The primary manpower for snow removal shall be supplied by 1 seasonal part time employee and supplemented by the City Street Department staff.

COMMUNICATION

The City of Storm Lake, the Airport Commission, and the Fixed Based Operator understand the importance of communication in handling issues at the Storm Lake Municipal Airport.

To facilitate clear communications the following procedures shall apply to communication with regards to this policy.

Other than in the case of an emergency or emergency situation all communication regarding the removal of snow and ice on the runway shall be conveyed by one of the parties listed in Section 5 of this policy to one of the other parties listed in Section 5.
Communication shall not occur, unless an emergency situation exists or could exist, directly between the Fixed Based Operator and the snow removal staff.

MONITORING AND NOTIFICATION OF ICE/SNOW EVENTS

The City Public Works Director when inclement weather is approaching shall continuously monitor weather reports. Contacts will be between the Public Works Director and the Fixed Base Operator and Assistant City Manager when plowing will commence and all communication will be handled this way.

For purposes of this policy contact shall be as follows:

To City of Storm Lake:

Primary	Jason Etnyre, Public Works Director Office Phone: 712-732-8029 Cell Phone: 712-291-2097
Secondary	Scott Bonebrake, Assistant Public Works Director Office Phone: 712-732-8029

To Airport/Bart's Flying Service

Primary	Jim Bartholomew, Fixed Based Operator Office Phone: 712-732-6494 Home Phone: 712-732-6301 Cell Phone: 712-299-2104
Secondary	Bob Ansorge, Airport Commission Chairman Home Phone: 712-732-2403 Office Phone: 712-732-1710

SNOW REMOVAL PROCEDURES

Snowfalls less than 1/8" inch will not be plowed from runways unless drifting is occurring. Accumulation of snow on drifting runways may dictate variations in snowplowing activity.

SNOW REMOVAL PRIORITIES

Snow removal efforts shall be made on a priority system as follows:

Main runway and turnarounds w/ Clearance on runway edges of at least 3'	- within 48 hours of snow event ending
Tarmac for fuel dispensing	- within 48 hours of snow event ending
Taxiways	- within 48 hours of snow event ending
Runways with clearance of at least 5'	- within 72 hours of snow event ending
Rest of tarmacs	- within 72 hours of snow event ending

Jet hanger cleared	- within 72 hours of snow event ending
Parking lot	- within 72 hours of snow event ending
Hangers to within one foot of doors	- within 72 hours of snow event ending
Secondary runway	- within 96 hours of snow event ending

NOTE: if plow operator is working he can remove snow from hanger doors upon request

SAFETY PROCEDURES

Safety is paramount to any snow event. All snowplow operators shall observe the following safety rules:

Check your snow removal equipment prior to leaving the yard including:

All working lights and emergency lights

Radio (aircraft capable)

Snowplow and frame for damage

Rearview mirrors

Flags and reflectors

Windshield wipers

Heater and defroster

Oil and gas levels

CARE AND USE OF EQUIPMENT

The snowplow operator is responsible for routine maintenance on his vehicle. Report any maintenance needed to the supervisor on duty. Check vehicle before and after use for any maintenance needed or damage to equipment. The vehicle is to be refueled at the end of duty shift.



**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

Clough Candy J
Last Name First Name Middle Initial
500 Larchwood Storm Lake IA 50588
Address City State Zip Code
712-732-6637 712-299-0021 candyclough15@gmail.com
Home Phone # Business Phone # Cell Phone # E-mail Address:
self-employed pizza teacher
Employer Occupation

How long have you lived in Storm Lake? 55 years

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

Friends of the Library, Kiwanis, Genesis, PEO
Arts Council, Sznitz's Castle, Star Spangled comm.

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 | ☐ Mayor's Committee on
Trees, Trails, Parks |
| ☐ Band Trustees | ☒ Library Board (6 yrs) | |
| ☐ 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?

I have always used & loved our library! It has
served me well during every stage of my life.
I was one of the first presidents of Friends
of the Library, and would be honored to
serve on the Library Board.

Please complete back side of this form.

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.

C. Clo - h
Signature

8.31.16
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.

Staff Summary

9/6/2016
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, Deputy 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:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$792,376.33	\$214,942.24	\$99,451.37	46.27	\$4,236.64	1.97	\$111,254.23	51.76
King's Pointe	\$633,074.60	\$112,828.78	\$48,773.70	43.23			\$64,055.08	56.77
Golf Course	\$19,429.80	\$7,186.48	\$1,350.57	18.80			\$5,835.91	81.20

RECOMMENDATION: Review Buy Local Information

Staff Summary

9/6/2016

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 a Noise Variance

BACKGROUND: Attached is a request for a Noise Variance in Sunrise Park on Sunday, September 18, 2016 between the hours of 4:00pm and 8:00pm for amplified music connected to a wedding event.

I will issue the Variance upon receiving a consensus in the affirmative from the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
☐ Noise Permit	Permit

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
cityclerk@stormlake.org
www.stormlake.org

City of Storm Lake Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

Name of Requesting Party: Phone #:
Mailing Address: Email:
City: State: Zip:
Cell Phone:
2nd Contact: Position/Relationship:
Email: Cell Phone:

Requested Park: Event Date:
Event Type: Event Start Time:
Event End Time:

Please answer the following questions regarding your proposed events:

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will require a noise variance)

Will you have horses involved in the event? (All animal feces must be managed and removed from public property)

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, please provide a copy of this permit to the City. You may be required to have a solicitor license.

☐ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.)

Will you be erecting a tent? If YES attach a map of the park showing the location of the tent, size, and staking layout.

How many people will be attending the event? Provide your best estimate on attendance.

Do you have electrical needs? Identify:

Will there be alcohol at the event? Will alcohol be sold at the event? Do you have a liquor license?

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City.

Are you requesting Street closures? Which Streets?

Starting Time: Ending Time:

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010.

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services.

Signature Field Date:



**Public Safety
Police & Fire
PERMIT**

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

Event: Lokkesmoe / Poole Wedding

Issued To:

Name: Scott Lokkesmoe

Organization:

Address: 1600 West 5th Street, Storm Lake, IA 50588

Phone: 612-751-6906

Date(s) of Event: Sunday, 9-18-2016

Time(s) of Event: 4:00pm until 8:00pm

Expiration of Permit: 9-19-2016

Location / Area
of Use:

Sunrise Park

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: 9-7-2016

Signature:

Title: Public Safety Director

Staff Summary

9/6/2016

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: Motion Authorizing A Series Of Noise Variances For Buena Vista University

BACKGROUND: Attached is a written request from Jack Denholm, BVU Athletic Director, for a series of Noise Variances connected to planned tailgating events for BVU home football games.

The Variances are for outdoor, amplified music in parking lot "L" between the hours of 11:00am and 1:00pm on the following dates.

9-10-2016
9-24-2016
10-15-2016
10-22-2016
11-5-2016

I will issue the Variances upon receiving a consensus in the affirmative from the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
□ BVU Noise Variances	Permit



610 W. FOURTH STREET

STORM LAKE, IA 50588

712.749.2253
fax: 712.749.1460
www.bvu.edu

September 1st 2016

Mark Prosser
Director of Public Safety/Chief of Police
401 East Milwaukee Av
Storm Lake, Iowa 50588

Dear Chief Prosser,

Buena Vista University is hosting tailgating for parents and fans on campus for home football contest. This event will run from, 11am to 4pm located on the lower parking lot labeled lot L. The dates of these contest are September 10th, September 24th, October 15th, October 22nd and possibly November 5th. We would like to provide music by a DJ or BVU, music will be played from 11am until kick off which is 1pm. We are asking for a noise variance at these events.

We will inform the University neighbors if this is granted.

I've enclosed a map of the area for your convenience. We appreciate the City Council's consideration of this request and if additional information is needed, please contact myself at 749-2016.

Thank you for considering this request.

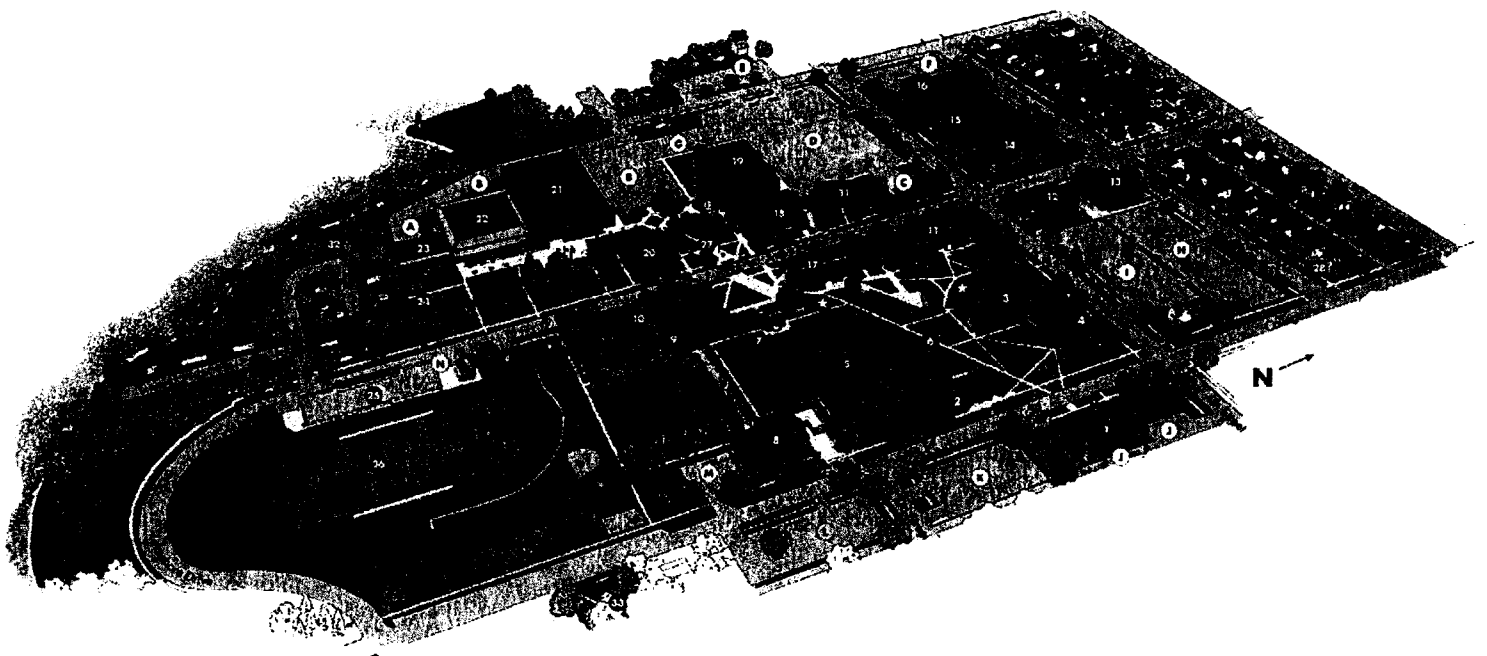
Sincerely

A handwritten signature in black ink, appearing to read "Jack Denholm".

Jack Denholm
Athletic Director

Encl.





PARKING AREAS

Faculty/Staff Parking Only	A
General/Student Parking	B D E F H
Faculty/Staff/Commuter Student Parking Only (No overnight parking)	C
Visitor Parking Only (No overnight parking)	G
Faculty/Staff/Commuter Student/Visitor Parking Only	I K L
Tailgate parking available	L

☐ - ■ Special Needs Parking spaces available in these lots

BUILDINGS AND LANDMARKS

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Ballou Building 2. East Entrance to the Harold Walker Siebens School of Business/Siebens Forum
● = Special needs entrance on west side of building.
Additional entrances located at north west corner and south of the building. 3. Schaller Memorial Chapel
● = Special needs entrance on west side of chapel. 4. Dixon-Eilers Hall 5. Harold Walker Siebens School of Business/Siebens Forum
- Lehnus Campus Bookstore
- Sodexo Campus Dining 6. Information Technology Center
- Library
- Coffee Shop 7. Victory Arch 8. Edson Hall 9. Pierce Hall 10. White Hall 11. Swope Hall 12. Grand Hall | <ol style="list-style-type: none"> 13. Liberty Hall 14. Constitution Hall 15. Briscoe Honor Hall 16. McCorkle Hall 17. Smith Hall 18. Social Sciences & Art Hall 19. Estelle Siebens Science Center 20. Lage Communication Center 21. Lambert Recreation Center 22. Siebens Fieldhouse 23. Finkbine Natatorium 24. Buntrock Tennis Court 25. J. Leslie Rollins Stadium 26. Peterson Field 27. Victory Bell 28. University Marketing & Communications 29. Online Programs 30. Graduate & Professional Studies 31. Center for Sculpture & Ceramics 32. Outdoor Recreation 33. Army ROTC |
|--|--|

Type here



**Public Safety
Police & Fire
PERMIT**

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

Event: BVU Football Tailgate Events

Issued To:

Name: Jack Denholm

Organization: BVU Athletic Director

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

Phone: 712-749-2016

Date(s) of Event: 9/10, 9/24, 10/15, 10/22, 11/5, 2016

Time(s) of Event: 11:00am until 1:00pm

Expiration of Permit: 11-6-2016

Location / Area
of Use:

BVU Parking Lot "L"

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

Date: 9-7-2016

Signature:

Please Print

Title: Public Safety Director

Staff Summary

9/6/2016

Agenda Item # E.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Motion To Approve The City's Snow and Ice Removal Policy and Procedures

BACKGROUND: Annually the City Council of Storm Lake approves the Policy and Procedure Manual for Snow and Ice Removal for the City of Storm Lake. The document submitted also includes a section concerning snow and ice removal at the City of Storm Lake Airport. Changes to this year's submittal include updating streets on the Emergency Routes and also updating equipment.

FISCAL IMPACT: none, normal operating

RECOMMENDATION: Staff recommends that Council approve the updates as submitted.

Staff Summary

9/6/2016

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: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 12-R-2016-2017 Establishing Campground Seasons And Setting Monthly Rates For Off-Season Camping

BACKGROUND: Due to requests by campers associated with the pipeline construction coming through our vicinity, the Public Works Department would like to keep a portion of Sunrise Campground open year round. Staff is recommending establishing seasons of operation for the campground. "In-season" would run from April 15th through October 31st and would allow camping throughout the entire campground. "Off-season" would run from November 1st through April 14th and only for the 38 sites located in the south/ renovated portion of the campground and 47 sites in the 600 row and the odd numbered 700 row in the north section of the campground.

"Off-season" camping would be available at the rate of \$800 per month. There would be a reduction of services including no office or firewood sales. All camping units in the off season need to be fully self-contained. All phone calls and inquiries will be handled by staff at the Public Works Department as is normal procedure when the campground hosts depart at the end of the in season. Monthly rental payments will be made at City Hall and would be due on the 1st of each month. If the 1st falls on a holiday or weekend then all payments would be due by 5:00pm on the next business day. A late fee of \$40.00 per day would apply for late rental payments. No refunds will be made for early departures after the 15th day of the month. No sub-letting of sites will be permitted.

All reservations for "off-season" sites would be made through the Public Works Department during normal business hours. Self-registration will not be permitted during the "off-season".

FISCAL IMPACT: 85 site rentals at \$800 per month would be a potential income of

\$68,000 per month. Public Works Staff believes that these sites will be all rented through at least January and potentially longer depending on the speed of construction. As of submittal of this agenda item there were 64 campers on the list for a site if we stay open past November 1st. It is anticipated that upon Council approval the campground would fill in the very near future due to feedback that Public Works staff is receiving.

Additional costs associated with leaving the campground open during this period will include: continued winterizing of water lines, garbage hauling, snow removal as needed, and costs associated with cleaning, winterizing, and heating the bathhouse. All staff hours will be absorbed within the Public Works normal operations.

Public Works Department research which includes conversations with the South Sioux City Parks Superintendent, the City of Albert City clerk, and also the head mechanic for Good Life RV in Webster City would show that electrical costs for the campground should remain the same or even decrease during the winter months.

RECOMMENDATION: Staff recommends that Council approve Campground seasons and setting monthly rates for off-season camping

ATTACHMENTS:

Description	Type
 Resolution No. 12-R-2016-2017	Resolution

RESOLUTION NO. 12-R-2016-2017

**A RESOLUTION ESTABLISHING CAMPGROUND SEASONS AND SETTING
MONTHLY RATES FOR OFF-SEASON CAMPING**

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

To approve establishing an “In-season” camping season which would run from April 15th
through October 31st and;

To further approve establishing an “Off-season” camping season which would run from
November 1st through April 14th and;

To further approve establishing an “Off-season” camping rate of \$800.00 per month due
on the 1st of each month. If the 1st falls on a holiday or weekend then all payments would be due
by 5:00pm on the next business day. No refunds will be made for early departures after the 15th
day of the month and;

To further approve establishing a late fee of \$40.00 per day if the “Off-season” monthly
rent is not paid by the 1st of the month.

PASSED AND APPROVED this 6th day of September, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

9/6/2016

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: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 15-R-2016-2017 Approving Lake Avenue Trail Change Order 2

BACKGROUND: On March 16, 2015 the City entered into a construction contract with Smith Concrete to perform work associated with the North Lake Trail project.

FISCAL IMPACT: Contract for this project was for \$575,434.60. Change order 1 reduced the contract by \$20,112.63. Change order 2 is a rectification of quantities and is an increase of \$6,486.06. New total contract price for this project is \$561,808.04.

RECOMMENDATION: Staff recommends that Council adopt Resolution No. 15-R-2016-2017 approving Change Order 2 to the Lake Avenue Trail Contract.

ATTACHMENTS:

Description	Type
☐ Resolution No. 15-R-2016-2017	Resolution
☐ Change Order #2	Contract

RESOLUTION NO. 15-R-2016-2017

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

To approve Change Order #2 to the contract with Smith Concrete Services, Inc. for the Lake Avenue Trail Project an addition of \$6,486.06 to the contract for adjustments in contract quantities to correspond to actual quantities installed.

Total cost of Change Order #2 is an addition of \$6,486.06 to the contract. Total contract cost after change order #2 is \$561,808.04.

PASSED AND APPROVED this 6th day of September 2016.

Jon. F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

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Staff Summary

9/6/2016

Agenda Item # 5.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Public Hearing On The Proposed South School Urban Renewal Plan

BACKGROUND: The City is considering providing economic development grants to assist Foutch Brother, LLC in renovating blighted property, South School, currently owned by Storm Lake School District.

The project consists of renovating two vacant school buildings into 39 market rate apartments. Construction is anticipated to be in 2017-2019, contingent upon receiving historical tax credits from the State of Iowa. The overall cost of the project is \$4,200,000.

A consultation meeting was held on August 10, 2016. The School district attended the meeting in support of the project and the Urban Renewal Area.

The Planning and Zoning meeting was held on August 11, and they supported the creation of the Urban Renewal area.

FISCAL IMPACT: No fiscal impact.

RECOMMENDATION: Open Public Hearing
Hear Public Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
☐ South School Urban Renewal Plan	Backup Material

**SOUTH SCHOOL
URBAN RENEWAL PLAN**

for the

**SOUTH SCHOOL
URBAN RENEWAL AREA**

CITY OF STORM LAKE, IOWA

SEPTEMBER 2016

SIMMERING-CORY, INC.

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- C. AREA DESIGNATION
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- G. PLAN OBJECTIVES
- H. TYPES OF RENEWAL ACTIVITIES
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- A. LEGAL DESCRIPTION OF SOUTH SCHOOL URBAN RENEWAL AREA
- B. SOUTH SCHOOL URBAN RENEWAL AREA MAPS

**South School Urban Renewal Plan
for the
South School Urban Renewal Area
City of Storm Lake, Iowa**

A. INTRODUCTION

The South School Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the South School Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials alleviate blighting conditions and influences in the City of Storm Lake, Iowa (the “City”). The urban renewal projects undertaken to alleviate blight pursuant to this Plan will also stimulate private investment in housing and residential development.

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.”

The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

The City of Storm Lake designates this Urban Renewal Area as a blighted area that is appropriate for promoting projects that help to alleviate blighting conditions and influences.

In May 2016, an assessment was conducted to evaluate the presence of blighting conditions in the Area. The assessment confirmed that blighting conditions exist in the Urban Renewal Area. In general, this finding is the result of the presence of a combination of blighting influences including deteriorating structures, presence of mold and asbestos, and potential impacts to adjoining properties.

In combination, these factors substantially impair the sound growth of the Area, constitute an economic and social liability, and are a menace to the public welfare.

As such, this Area is appropriate for blight remediation, revitalization, and redevelopment.

D. HISTORY AND PURPOSE

The proposed Urban Renewal Area is being created in order to remediate blighting influences.

The Urban Renewal Area includes two vacant school buildings and one pole building that is still in use as a batting cage. The main school building is approximately 88 years old. School District officials as well as the City have considered a number of options for the property including renovating the buildings into something the school can use, a community center, and a business incubator; however, all of these options included renovation costs between \$4,000,000 to \$7,000,000. School officials and the City determined that it was more cost effective to build new facilities rather than renovate the 88-year-old building. As a result, an option on the property has been granted to Foutch Brothers, LLC for redevelopment.

The outdated condition of the buildings, problems associated with continued vacancy, and the obsolescent nature of its operating systems impairs the development potential of the Area. These conditions resulted a blight finding on this property, triggering the establishment of the Urban Renewal Area. Due to the excessive costs associated with redevelopment of the obsolete and outdated buildings, incentives to the developer are necessary in order for the residential conversion to be feasible.

E. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted, and debt is certified prior to December 1, 2016, the taxable valuation as of January 1, 2015, will be considered the frozen “base valuation.” If a TIF Ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2016, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF Ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

F. DEVELOPMENT PLAN

Storm Lake has a general plan for the physical development of the City as a whole, outlined in the Comprehensive Plan – Storm Lake 2030, adopted by the City in 2013. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformity with the goals, objectives, and recommendations identified in Comprehensive Plan – Storm Lake 2030.

This Urban Renewal Plan does not in any way replace the City’s current land use planning or zoning regulation process. Currently the Area is zoned as IN-2, Institutional Facilities. Multi-family residential, as proposed, is an allowable use in the IN-2 district. The City doesn’t anticipate any change in zoning as a result of the proposed development.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Plan. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Area. More specific objectives for development within the Urban Renewal Area are as follows:

1. To eliminate blighting influences and promote revitalization, through public action and commitment, or by providing incentives to private persons or businesses, to acquire, rehabilitate, renovate, demolish, and/or redevelop existing structures or property.
2. To stimulate, through public action and commitment, private investment in new residential development and redevelopment. The City realizes that the availability of decent, safe, and sanitary housing is important in enhancing the economic viability of the community.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help develop a sound economic base that will serve as the foundation for future growth and development.
5. To provide for the installation and upgrade of public works, infrastructure, and related facilities which contribute to the sound development of the Area.
6. To provide a more marketable and attractive investment climate.
7. To preserve the health, safety, living environment, general character, and general welfare of Storm Lake, Iowa.
8. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

H. TYPES OF RENEWAL ACTIVITIES

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

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments, including blight remediation projects.
2. To acquire property and to hold, clear, or prepare the property for redevelopment.
3. To dispose of property so acquired.
4. To provide for the construction of site specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.

5. To demolish structures and to clear the land for future development so as to revitalize the Area and alleviate blighting conditions.
6. To arrange for or cause to be provided the construction or repair of public infrastructure, including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, water mains, sanitary sewers, storm sewers, public utilities, or other facilities in connection with urban renewal projects which serve to revitalize the area and alleviate blighting conditions.
7. To make loans, forgivable loans, tax rebate payments, or other types of grants or incentives to private persons or businesses for revitalization or blight remediation purposes, including residential projects, on such terms as may be determined by the City Council.
8. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
9. To use tax increment revenues to help leverage grants, loans, or other assistance from the state and federal governments (such as providing the local match for such assistance) in support of projects or businesses that advance the objectives of this plan.
10. To finance programs or projects which will directly benefit housing conditions and/or increase the availability of multi-family housing opportunities for residents of the community.
11. To borrow money and to provide security therefor.
12. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.
13. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic and housing conditions for the City of Storm Lake and the State of Iowa.

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

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the Proposed Urban Renewal Projects under this Urban Renewal Plan include:

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

A. Foutch Brothers, LLC (or a related entity): The City expects to consider providing incentives to assist Foutch Brothers, LLC (or a related entity), who may be renovating blighted property currently owned by the Storm Lake School District and which the City expects will be sold to Foutch Brothers, LLC (or a related entity) prior to the start of the project. The project involves the conversion of two vacant school buildings, into approximately 39 market-rate apartments. The existing auditorium space may be left as it is currently and may be redeveloped in the future. Construction is anticipated to take place in 2017-2019. Overall project costs are expected to be approximately \$4,200,000. The City expects to make grants to the developer in the form of rebates of incremental taxes generated by the project, not to exceed \$800,000.

B. Future Development Agreements: The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including, but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such Development Agreements will not exceed \$250,000 - \$500,000.

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

Project	Estimated Date	Estimated Cost
Fees and Costs	Undetermined	Not to Exceed \$50,000

J. FINANCIAL INFORMATION

1.	July 1, 2016, Constitutional Debt Limit	\$24,083,708
2.	Current Outstanding General Obligation Debt	\$18,102,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$1,100,000 – 1,350,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

K. URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

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

B. General Obligation Bonds.

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

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

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

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property upon the terms and conditions in the discretion of the City Council.

M. RELOCATION

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

N. STATE AND LOCAL REQUIREMENTS

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

O. AGRICULTURAL LAND

Because this Urban Renewal Area does not contain land defined as “agricultural land” pursuant to *Code of Iowa* Section 403.17(3), no agricultural landowner consents are required.

P. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

Q. PROPERTY WITHIN AN URBAN REVITALIZATION AREA

The Urban Renewal Area may (now or in the future) also be located within an established Urban Revitalization Area. The Storm Lake City Council, at its sole discretion, shall determine which incentives are available through either: (a) this Plan, for urban renewal incentives, if any urban renewal incentives are offered by the City; or (b) tax abatement incentives through Urban Revitalization; or (c) a combination of these incentives.

R. URBAN RENEWAL PLAN AMENDMENTS

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

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

S. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, during the life of this Plan, the City Council may designate all or any portion of the property covered by this plan as a “tax increment area.” With respect to this Urban Renewal Area, there is no statutory limit on the number of years in which tax increment revenues may be collected by the City for its project indebtedness. This Urban Renewal Area contains blighted conditions, and therefore, the Area is not subject to the statutory limit on the number of years in which tax increment revenues may be collected by the City.

EXHIBIT A

LEGAL DESCRIPTION OF SOUTH SCHOOL URBAN RENEWAL AREA

LEGAL DESCRIPTION:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), AND FIVE (5), BLOCK FORTY (40) ORIGINAL TOWN OF STORM LAKE, IOWA **EXCEPT** THE EAST ONE HUNDRED SEVENTY-TWO FEET (E. 172') OF THE NORTH SIXTY-FIVE FEET (N. 65') OF LOT ONE (1), BLOCK FORTY (40), ORIGINAL TOWN OF STORM LAKE, IOWA;

Together with the following-described parts of street rights-of-way abutting the above-described property:

The Third Street right-of-way commencing at its intersection with the western boundary of the Irving Street right-of-way on the West and extending one hundred twenty-eight feet (128') eastward;

And

The Irving Street right-of-way commencing at its intersection with the northern boundary of the Third Street Right-of-way on the North and extending five hundred feet (500') southward;

And

The Cayuga Street right-of-way commencing one hundred sixty feet (160') north of its intersection with the southern boundary of the Second Street right-of-way on the South and extending three hundred thirty-five feet (335') northward.

EXHIBIT B

MAP OF SOUTH SCHOOL URBAN RENEWAL AREA

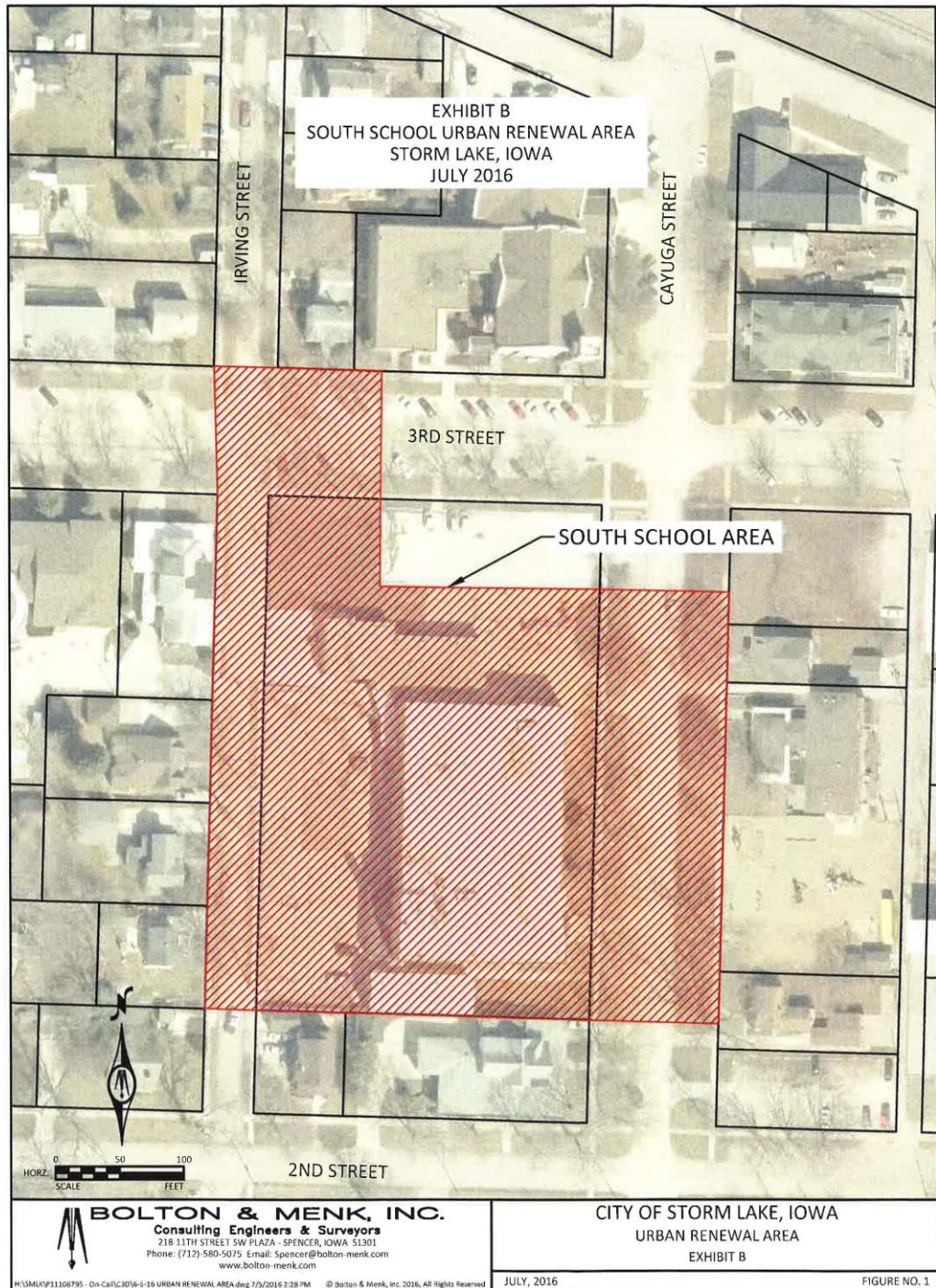


EXHIBIT B

MAP OF SOUTH SCHOOL URBAN RENEWAL AREA



Staff Summary

9/6/2016

Agenda Item # 6.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Resolution No. 16-R-2016-2017 Adopting the South School Urban Renewal Plan

BACKGROUND: The proposed Urban Renewal Area is being created in order to remediate blighting influences. The Area includes two vacant school buildings that are approximately 88 years old. Both School District Officials as well as the City have considered many options for the property, however those options include renovation costs between \$4,000,000 to \$7,000,000.

The outdated condition of the buildings, problems associated with continued vacancy, and the obsolescent nature of its operating systems impairs the development potential of the Area. These conditions resulted a blight finding on this property, triggering the establishment of the Urban Renewal Area. Due to the excessive costs associated with redevelopment of the obsolete and outdated buildings, incentives to the developer are necessary in order for the residential conversion to be feasible. FB Storm Lake I, LLC has submitting a proposal to renovate the blighted property into market rate apartments.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects.

FISCAL IMPACT: There is no financial impact at this time.

RECOMMENDATION: Approve Resolution No. 16-R-2016-2017

ATTACHMENTS:

Description	Type
 Resolution No. 16-R-2016-2017	Resolution

RESOLUTION NO. 16-R-2016-2017

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE SOUTH SCHOOL URBAN RENEWAL PLAN

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law; and

WHEREAS, a proposed South School Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the South School Urban Renewal Area described below has been prepared, which proposed Plan has been on file in the office of the City Clerk and which is incorporated herein by reference; and

WHEREAS, this proposed South School Urban Renewal Area includes and consists of:

ORIGINAL AREA

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), AND FIVE (5), BLOCK FORTY (40) ORIGINAL TOWN OF STORM LAKE, IOWA **EXCEPT** THE EAST ONE HUNDRED SEVENTY-TWO FEET (E. 172') OF THE NORTH SIXTY-FIVE FEET (N. 65') OF LOT ONE (1), BLOCK FORTY (40), ORIGINAL TOWN OF STORM LAKE, IOWA;

Together with the following-described parts of street rights-of-way abutting the above-described property:

The Third Street right-of-way commencing at its intersection with the western boundary of the Irving Street right-of-way on the West and extending one hundred twenty-eight feet (128') eastward;

And

The Irving Street right-of-way commencing at its intersection with the northern boundary of the Third Street Right-of-way on the North and extending five hundred feet (500') southward;

And

The Cayuga Street right-of-way commencing one hundred sixty feet (160') north of its intersection with the southern boundary of the Second Street right-of-way on the South and extending three hundred thirty-five feet (335') northward.

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed South School Urban Renewal Plan to be known hereafter as the "South School Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed South School Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole, prior to City Council approval thereof; and

WHEREAS, creation of the South School Urban Renewal Area and adoption of the South School Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in conformity with the general plan for development of the City as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on August 1, 2016, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed South School Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed South School Urban Renewal Plan be sent to all affected taxing entities; and

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

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed South School Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Storm Lake Times, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed South School Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "South School Urban Renewal Plan" for the area of the City of Storm Lake, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "South School Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Council for this area.

Section 2. This Council further finds:

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

b) The Urban Renewal Plan conforms to the general plan for the development of the City as a whole; and

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

i. Residential use is expected, and, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

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

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

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

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

ii. Non-residential use is not expected, however, with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and

development of the City in accordance with sound planning standards and local community objectives.

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

Section 4. That the South School Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "South School Urban Renewal Plan for the South School Urban Renewal Area"; the South School Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the South School Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the original South School Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said South School Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Buena Vista County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 6th day of September, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

EXHIBIT 1

SOUTH SCHOOL URBAN RENEWAL PLAN

for the

SOUTH SCHOOL URBAN RENEWAL AREA

CITY OF STORM LAKE, IOWA

SEPTEMBER 2016

SIMMERING-CORY, INC.

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- K. URBAN RENEWAL FINANCING
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- P. SEVERABILITY
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EXHIBITS

- A. LEGAL DESCRIPTION OF SOUTH SCHOOL URBAN RENEWAL AREA
- B. SOUTH SCHOOL URBAN RENEWAL AREA MAPS

**South School Urban Renewal Plan
for the
South School Urban Renewal Area
City of Storm Lake, Iowa**

A. INTRODUCTION

The South School Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the South School Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials alleviate blighting conditions and influences in the City of Storm Lake, Iowa (the “City”). The urban renewal projects undertaken to alleviate blight pursuant to this Plan will also stimulate private investment in housing and residential development.

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.”

The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

The City of Storm Lake designates this Urban Renewal Area as a blighted area that is appropriate for promoting projects that help to alleviate blighting conditions and influences.

In May 2016, an assessment was conducted to evaluate the presence of blighting conditions in the Area. The assessment confirmed that blighting conditions exist in the Urban Renewal Area. In general, this finding is the result of the presence of a combination of blighting influences including deteriorating structures, presence of mold and asbestos, and potential impacts to adjoining properties.

In combination, these factors substantially impair the sound growth of the Area, constitute an economic and social liability, and are a menace to the public welfare.

As such, this Area is appropriate for blight remediation, revitalization, and redevelopment.

D. HISTORY AND PURPOSE

The proposed Urban Renewal Area is being created in order to remediate blighting influences.

The Urban Renewal Area includes two vacant school buildings and one pole building that is still in use as a batting cage. The main school building is approximately 88 years old. School

District officials as well as the City have considered a number of options for the property including renovating the buildings into something the school can use, a community center, and a business incubator; however, all of these options included renovation costs between \$4,000,000 to \$7,000,000. School officials and the City determined that it was more cost effective to build new facilities rather than renovate the 88-year-old building. As a result, an option on the property has been granted to Foutch Brothers, LLC for redevelopment.

The outdated condition of the buildings, problems associated with continued vacancy, and the obsolescent nature of its operating systems impairs the development potential of the Area. These conditions resulted a blight finding on this property, triggering the establishment of the Urban Renewal Area. Due to the excessive costs associated with redevelopment of the obsolete and outdated buildings, incentives to the developer are necessary in order for the residential conversion to be feasible.

E. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted, and debt is certified prior to December 1, 2016, the taxable valuation as of January 1, 2015, will be considered the frozen “base valuation.” If a TIF Ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2016, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF Ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

F. DEVELOPMENT PLAN

Storm Lake has a general plan for the physical development of the City as a whole, outlined in the Comprehensive Plan – Storm Lake 2030, adopted by the City in 2013. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformity with the goals, objectives, and recommendations identified in Comprehensive Plan – Storm Lake 2030.

This Urban Renewal Plan does not in any way replace the City’s current land use planning or zoning regulation process. Currently the Area is zoned as IN-2, Institutional Facilities. Multi-family residential, as proposed, is an allowable use in the IN-2 district. The City doesn’t anticipate any change in zoning as a result of the proposed development.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Plan. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Area. More specific objectives for development within the Urban Renewal Area are as follows:

1. To eliminate blighting influences and promote revitalization, through public action and commitment, or by providing incentives to private persons or businesses, to acquire, rehabilitate, renovate, demolish, and/or redevelop existing structures or property.
2. To stimulate, through public action and commitment, private investment in new residential development and redevelopment. The City realizes that the availability of decent, safe, and sanitary housing is important in enhancing the economic viability of the community.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help develop a sound economic base that will serve as the foundation for future growth and development.
5. To provide for the installation and upgrade of public works, infrastructure, and related facilities which contribute to the sound development of the Area.
6. To provide a more marketable and attractive investment climate.
7. To preserve the health, safety, living environment, general character, and general welfare of Storm Lake, Iowa.
8. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

H. TYPES OF RENEWAL ACTIVITIES

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

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments, including blight remediation projects.
2. To acquire property and to hold, clear, or prepare the property for redevelopment.
3. To dispose of property so acquired.

4. To provide for the construction of site specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
5. To demolish structures and to clear the land for future development so as to revitalize the Area and alleviate blighting conditions.
6. To arrange for or cause to be provided the construction or repair of public infrastructure, including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, water mains, sanitary sewers, storm sewers, public utilities, or other facilities in connection with urban renewal projects which serve to revitalize the area and alleviate blighting conditions.
7. To make loans, forgivable loans, tax rebate payments, or other types of grants or incentives to private persons or businesses for revitalization or blight remediation purposes, including residential projects, on such terms as may be determined by the City Council.
8. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
9. To use tax increment revenues to help leverage grants, loans, or other assistance from the state and federal governments (such as providing the local match for such assistance) in support of projects or businesses that advance the objectives of this plan.
10. To finance programs or projects which will directly benefit housing conditions and/or increase the availability of multi-family housing opportunities for residents of the community.
11. To borrow money and to provide security therefor.
12. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.
13. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic and housing conditions for the City of Storm Lake and the State of Iowa.

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

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the Proposed Urban Renewal Projects under this Urban Renewal Plan include:

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

A. Foutch Brothers, LLC (or a related entity): The City expects to consider providing incentives to assist Foutch Brothers, LLC (or a related entity), who may be renovating blighted property currently owned by the Storm Lake School District and which the City expects will be sold to Foutch Brothers, LLC (or a related entity) prior to the start of the project. The project involves the conversion of two vacant school buildings, into approximately 39 market-rate apartments. The existing auditorium space may be left as it is currently and may be redeveloped in the future. Construction is anticipated to take place in 2017-2019. Overall project costs are expected to be approximately \$4,200,000. The City expects to make grants to the developer in the form of rebates of incremental taxes generated by the project, not to exceed \$800,000.

B. Future Development Agreements: The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including, but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such Development Agreements will not exceed \$250,000 - \$500,000.

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

Project	Estimated Date	Estimated Cost
Fees and Costs	Undetermined	Not to Exceed \$50,000

J. FINANCIAL INFORMATION

1.	July 1, 2016, Constitutional Debt Limit	\$24,083,708
2.	Current Outstanding General Obligation Debt	\$18,102,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$1,100,000 – 1,350,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

K. URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

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

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general

corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Storm Lake. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

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

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

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property upon the terms and conditions in the discretion of the City Council.

M. RELOCATION

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

N. STATE AND LOCAL REQUIREMENTS

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

O. AGRICULTURAL LAND

Because this Urban Renewal Area does not contain land defined as “agricultural land” pursuant to *Code of Iowa* Section 403.17(3), no agricultural landowner consents are required.

P. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity,

illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

Q. PROPERTY WITHIN AN URBAN REVITALIZATION AREA

The Urban Renewal Area may (now or in the future) also be located within an established Urban Revitalization Area. The Storm Lake City Council, at its sole discretion, shall determine which incentives are available through either: (a) this Plan, for urban renewal incentives, if any urban renewal incentives are offered by the City; or (b) tax abatement incentives through Urban Revitalization; or (c) a combination of these incentives.

R. URBAN RENEWAL PLAN AMENDMENTS

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

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

S. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, during the life of this Plan, the City Council may designate all or any portion of the property covered by this plan as a “tax increment area.” With respect to this Urban Renewal Area, there is no statutory limit on the number of years in which tax increment revenues may be collected by the City for its project indebtedness. This Urban Renewal Area contains blighted conditions, and therefore, the Area is not subject to the statutory limit on the number of years in which tax increment revenues may be collected by the City.

EXHIBIT A

LEGAL DESCRIPTION OF SOUTH SCHOOL URBAN RENEWAL AREA

LEGAL DESCRIPTION:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), AND FIVE (5), BLOCK FORTY (40) ORIGINAL TOWN OF STORM LAKE, IOWA **EXCEPT** THE EAST ONE HUNDRED SEVENTY-TWO FEET (E. 172') OF THE NORTH SIXTY-FIVE FEET (N. 65') OF LOT ONE (1), BLOCK FORTY (40), ORIGINAL TOWN OF STORM LAKE, IOWA;

Together with the following-described parts of street rights-of-way abutting the above-described property:

The Third Street right-of-way commencing at its intersection with the western boundary of the Irving Street right-of-way on the West and extending one hundred twenty-eight feet (128') eastward;

And

The Irving Street right-of-way commencing at its intersection with the northern boundary of the Third Street Right-of-way on the North and extending five hundred feet (500') southward;

And

The Cayuga Street right-of-way commencing one hundred sixty feet (160') north of its intersection with the southern boundary of the Second Street right-of-way on the South and extending three hundred thirty-five feet (335') northward.

EXHIBIT B

MAP OF SOUTH SCHOOL URBAN RENEWAL AREA

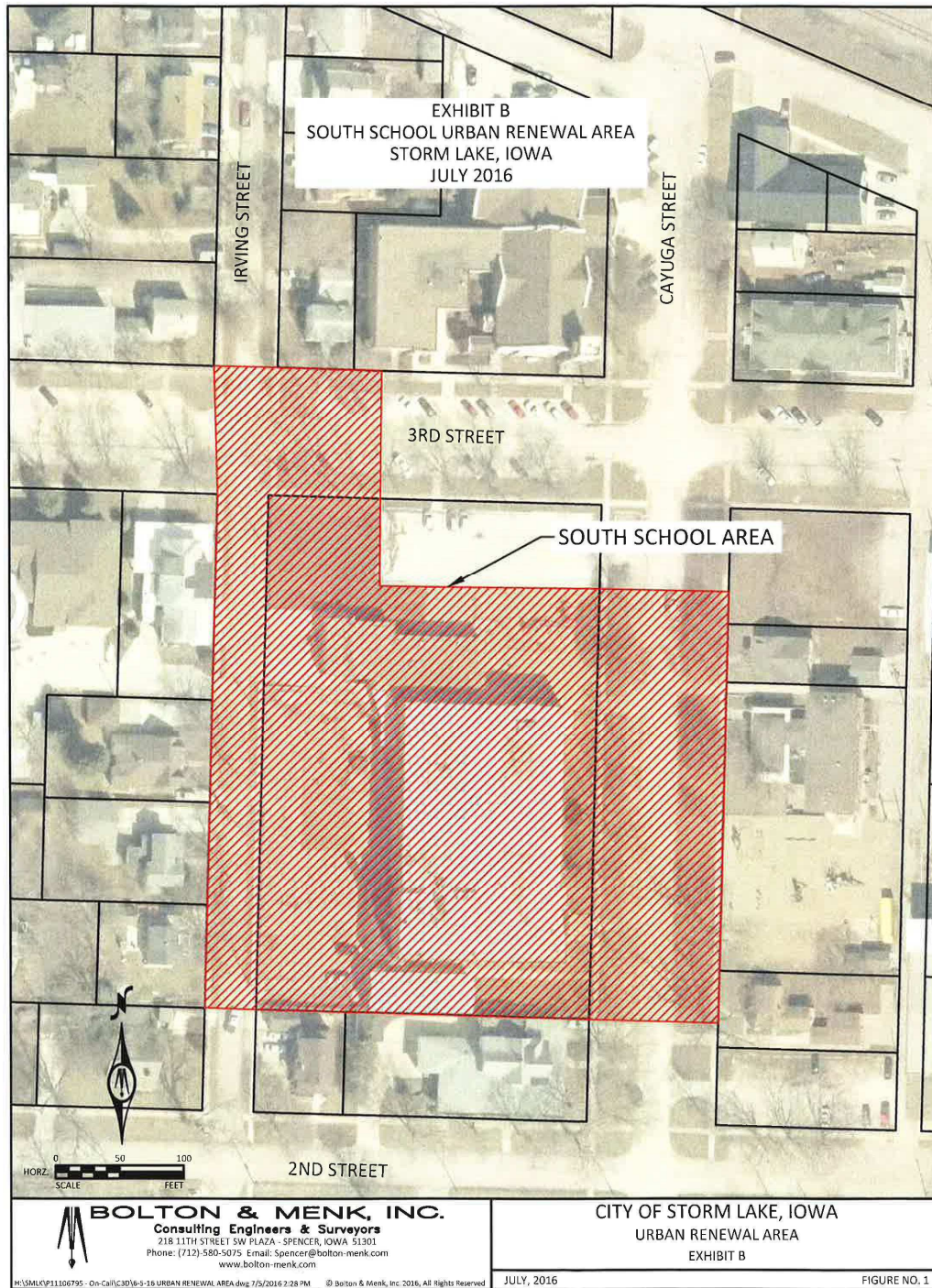
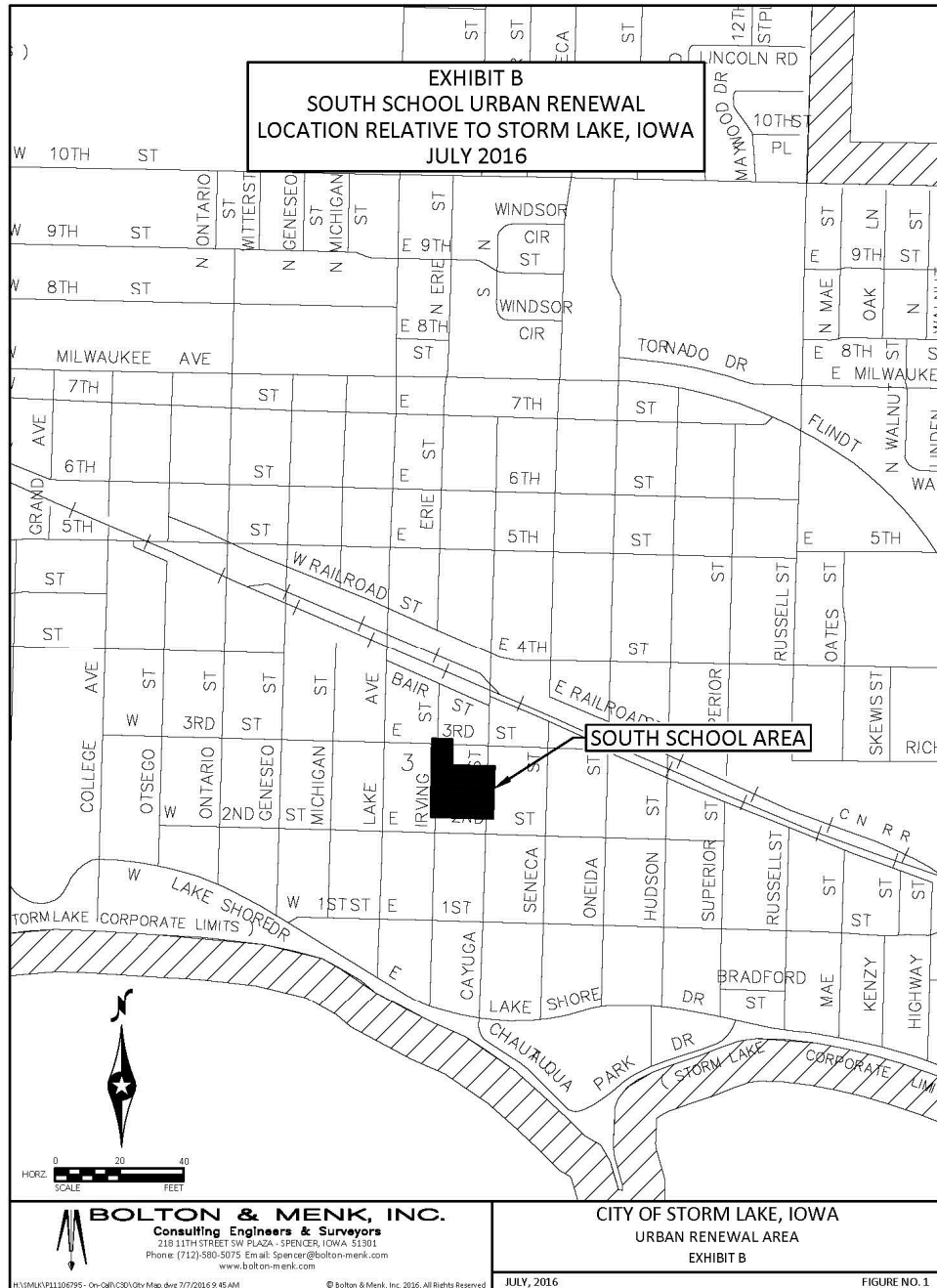


EXHIBIT B

MAP OF SOUTH SCHOOL URBAN RENEWAL AREA



Staff Summary

9/6/2016

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, Assistant City Manager

SUBJECT: Ordinance No. 02-O-2016-2017 for the Division of Revenues under Iowa Code Section 403.19 for South School Urban Renewal Plan

BACKGROUND: The City created the South School Urban Renewal Area. This Ordinance allows the taxes collected in the South School Urban Renewal Area be used as an economic development grants to assist in the renovation of South School for market rate apartments

FISCAL IMPACT: The City will begin to collect taxes on this property for the first time in 88 years.

RECOMMENDATION: Approve 1st reading - September 6
Approve 2nd reading- September 19
Approve 3rd reading and adopt - October 3

ATTACHMENTS:

Description	Type
Ordinance No. 02-2016-2017	Ordinance

ORDINANCE NO. 02-O-2016-2017

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE SOUTH SCHOOL URBAN RENEWAL AREA, IN THE CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STORM LAKE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE SOUTH SCHOOL URBAN RENEWAL AREA (THE SOUTH SCHOOL URBAN RENEWAL PLAN)

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 16-R-2016-2017 passed and approved on the 6th day of September, 2016, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the South School Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

ORIGINAL AREA

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), AND FIVE (5), BLOCK FORTY (40) ORIGINAL TOWN OF STORM LAKE, IOWA **EXCEPT** THE EAST ONE HUNDRED SEVENTY-TWO FEET (E. 172') OF THE NORTH SIXTY-FIVE FEET (N. 65') OF LOT ONE (1), BLOCK FORTY (40), ORIGINAL TOWN OF STORM LAKE, IOWA;

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The Third Street right-of-way commencing at its intersection with the western boundary of the Irving Street right-of-way on the West and extending one hundred twenty-eight feet (128') eastward;

And

The Irving Street right-of-way commencing at its intersection with the northern boundary of the Third Street Right-of-way on the North and extending five hundred feet (500') southward;

And

The Cayuga Street right-of-way commencing one hundred sixty feet (160') north of its intersection with the southern boundary of the Second Street right-of-way on the South and extending three hundred thirty-five feet (335') northward.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Storm Lake, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Storm Lake, County of Buena Vista, Storm Lake Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Storm Lake, State of Iowa, certifies to the Auditor of Buena Vista County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein (which certification is directed to be made during the 2016 calendar year), shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Storm Lake, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Storm Lake, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19

shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Storm Lake, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

9/6/2016

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, Assistant City Manager

SUBJECT: Resolution No. 17-R-2016-2017 Fixing Date For A Public Hearing On The Proposal To Enter Into A Development Agreement With FB Storm Lake I, LLC.

BACKGROUND: The City has received a proposal from FB Storm Lake I, LLC to renovate South School into 39 market rate apartments. The total investment to the project will be \$5,700,000.

The amount of economic development grants proposed is as follows:

- 5 years at \$100%
- 2 years at 75%
- 3 years at 50%

The public hearing for approval of the Development Agreement will be on September 19, 2016 at 5:00 p.m. in Council Chambers.

FISCAL IMPACT: The property will generate taxes for the first time in 88 years.

RECOMMENDATION: Approve Resolution No. 17-R-2016-2017

ATTACHMENTS:

Description	Type
Development Agreement	Backup Material
Resolution No. 17-R-2016-2017	Resolution

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF STORM LAKE, IOWA

AND

FB STORM LAKE I, LLC

_____, 2016

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter the "Agreement"), is made on or as of the ____ day of _____, 2016, 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, 2015, as amended (hereinafter the "Urban Renewal Act"), and FB STORM LAKE I, LLC, a Missouri limited liability company, having offices for the transaction of business at 8201 NW 97th Terrace, Kansas City, Missouri 64153 (hereinafter the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the alleviation of blighting conditions in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the South School Urban Renewal Area (hereinafter the "Urban Renewal Area"), which is described in the South School Urban Renewal Plan approved for such area by Resolution No. _____ on _____, 2016 (the "Urban Renewal Plan"); 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, Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

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

WHEREAS, Developer is willing to repurpose the Development Property by converting the vacant school buildings into market rate apartments and Developer will thereafter cause the same to be operated in accordance with this Agreement; and

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

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

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

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area means the area known as the South School Urban Renewal Area .

Assessor means the assessor for Buena Vista County, Iowa.

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

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

Code means the Code of Iowa, 2015, as amended.

Commencement Date means the date of this Agreement.

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

Developer means FB Storm Lake I, LLC, and its permitted successors and assigns.

Development Property means that portion of the South School Urban Renewal Area described in Exhibit A.

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

Event of Default means any of the events described in Section 10.1 of this Agreement.

Existing Facilities means the buildings located on the Development Property prior to commencement of the Minimum Improvements and further described in Exhibit B attached hereto and depicted in Exhibit B-1 attached hereto.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by 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.

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

Full-Time Equivalent Employment Unit means the employment of the equivalent of one person for an average of 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year by Developer or the property management company that Developer uses to manage the Project.

Minimum Actual Value means the actual value assigned to the Minimum Improvements (including taxable equipment), pursuant to the Minimum Assessment Agreement entered into between Developer, City, and the Assessor.

Minimum Assessment Agreement means the minimum assessment agreement in the form attached hereto as Exhibit F and hereby made part of this Agreement.

Minimum Improvements means the renovation of the Existing Facilities including an approximately 5,162 square foot building known locally as the South School Annex Building and an approximately 25,683 square foot building known locally as the South School Main Building both located at 310 Cayuga Street into approximately 39 market rate apartments as more particularly described in Exhibit B to this Agreement. The increased value after construction of the Minimum Improvements for the purpose of this Agreement is expected to be approximately \$2,400,000, but the Buena Vista County Assessor will make the final determination as to the value. The increased value of the building, over and above \$82,790 (which is the January 1, 2016 assessed value of the improvements on the Development Property (building value only)) is the value upon which the Economic Development Grants will be measured.

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

Ordinance means Ordinance Number _____ and prior related ordinances of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Storm Lake Urban Renewal Tax Increment Revenue Fund.

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

State means the State of Iowa.

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

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

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

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

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the South School Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

a. FB Storm Lake I, LLC is a Missouri limited liability company duly organized and validly existing under the laws of the State of Missouri, registered with and authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

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

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

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

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

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

g. The construction of the Minimum Improvements will require a total investment of approximately \$5,700,000.

h. Developer has not received any notice from any local, State or federal official that the activities of 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). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or

review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

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

j. Developer will cooperate 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.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed no later than December 31, 2019.

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

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of approximately \$5,700,000.

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

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

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

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) no later than December 31, 2019; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

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

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

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within thirty (30) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.4 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose nor shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

ARTICLE IV. MINIMUM ASSESSMENT AGREEMENT

Section 4.1. Minimum Assessment Agreement. As further consideration for this Agreement, Developer, City and the Assessor shall execute a Minimum Assessment Agreement pursuant to the

provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value for the Minimum Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit F ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, City, the Assessor, the holder of any mortgage and all prior lienholders shall agree to a minimum actual value for the Development Property and Minimum Improvements to be constructed on the Development Property of not less than \$2,400,000 upon completion of the Minimum Improvements until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value" (taxable improvement value).

Nothing in the Minimum Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the property in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Minimum Assessment Agreement shall remain in effect. The Minimum Assessment Agreement shall remain in effect until June 30, 2031 (the "Assessment Agreement Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) (2015) and shall be filed for record in the office of the Buena Vista County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or part thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of first mortgage, each of which shall sign a consent to the Minimum Assessment Agreement. This Article shall survive the Closing.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

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

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and

not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

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

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

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

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

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

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

required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$50,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer 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.

e. 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.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will 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 Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

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

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants 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 this Agreement.

Section 6.6. Employment. At least 1 Full-Time Equivalent Employment Units shall be employed (either by Developer or by the property management company hired by Developer to manage the Project at the Minimum Improvements by no later than January 1, 2020, and that thereafter either Developer or the property management company hired by Developer to manage the Project shall retain a Monthly Average of at least 1 Full-Time Equivalent Employment Units at the Minimum Improvements until the Termination Date of this Agreement. Developer's Annual Certifications, due beginning on October 15, 2020, shall show that a Monthly Average of at least 1 Full-Time Equivalent Employment Units has been maintained by either the Developer or the property management company hired by Developer at the Minimum Improvements over each twelve (12) month period from November 1 through the next October 1, (or, in the first certification year, an average of at least 1 Full-Time Equivalent Employment Units from January 1, 2020 through October 1, 2020).

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in Developer's Annual Certification in Section 6.7. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employment Units does not meet the requirements of this Section 6.6. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations. If any Annual Certification reflects a Monthly Average of additional Full-Time Equivalent Employment Units less than 20 (for a total of 278), then no grant shall be paid for that year.

Section 6.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer or agent of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officer or agent has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer or agent shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2020 and ending on October 15, 2030, both dates inclusive. Developer shall provide supporting information for their Annual Certifications upon request of the City. See Exhibit D for form required for Developer's Annual Certification.

Section 6.8. Term of Operation. Developer shall use its best efforts to lease market rate apartments at the Minimum Improvements on the Development Property until the Termination Date of this Agreement.

Section 6.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum

Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, Minimum Improvements or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, of which approval shall not be unreasonably withheld. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose

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

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

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to ten (10) years of

consecutive annual payments of Economic Development Grants to Developer up to a total amount not to exceed Eight Hundred Thousand Dollars (\$800,000) under the following formula:

Assuming the completion of the Minimum Improvements by December 31, 2019 and full assessment of the Minimum Improvements on January 1, 2020, and debt certification by the City to the Auditor prior to December 1, 2020, the Economic Development Grants shall commence on June 1, 2022 and end on June 1, 2031 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2022	100% of Tax Increments for Fiscal Year 2021-2022
June 1, 2023	100% of Tax Increments for Fiscal Year 2022-2023
June 1, 2024	100% of Tax Increments for Fiscal Year 2023-2024
June 1, 2025	100% of Tax Increments for Fiscal Year 2024-2025
June 1, 2026	100% of Tax Increments for Fiscal Year 2025-2026
June 1, 2027	75% of Tax Increments for Fiscal Year 2026-2027
June 1, 2028	75% of Tax Increments for Fiscal Year 2027-2028
June 1, 2029	50% of Tax Increments for Fiscal Year 2028-2029
June 1, 2030	50% of Tax Increments for Fiscal Year 2029-2030
June 1, 2031	50% of Tax Increments for Fiscal Year 2030-2031

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the FB Storm Lake I, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

The Parties recognize that the Minimum Improvements consist of the renovation of the Existing Facilities including an approximately 5,162 square foot building known locally as the South School Annex Building and an approximately 25,683 square foot building known locally as the South School Main Building both located at 310 Cayuga Street into approximately 39 market rate apartments as more particularly described in Exhibit B to this Agreement. The Existing Facilities and Minimum Improvements will be used for approximately 39 market rate apartments. The construction of the Minimum Improvements is expected to be completed in 2019. Total project costs are expected to be approximately \$5,700,000. For the purposes of this Agreement, the January 1, 2016 assessed value of the Existing Facilities will not be considered part of the incremental value created by the Minimum Improvements for any Economic Development Grants. The parties agree that the January 1, 2016 assessed value of the Existing Facilities (building value only) is \$82,790. The parties agree that the increased value after construction of the Minimum Improvements for the purpose of this Agreement is expected to be approximately \$2,400,000, but the Buena Vista County Assessor will make the final determination as to the value.

Section 8.2. Payment Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if Developer's Annual Certification is timely filed and contains the

information required under Section 6.7 and the Council approves of the same, of which approval shall not be unreasonably withheld, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by December 2019 and first full assessment on January 1, 2020, if Developer certifies in October 2020 and the City certifies to the County by December 1, 2020, the first Economic Development Grants would be paid to Developer on June 1, 2022 (for 100% of the Tax Increment for fiscal year 2021-2022)). The schedule of the payments for Economic Development Grants set forth in Section 8.1 is based on the first full assessment of the Minimum Improvements being January 1, 2020. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2020, then the first Economic Development Grant will not begin as scheduled, but will be delayed one year. However, in no event shall the schedule of Economic Development Grants be delayed more than one year, meaning that the latest potential date for Developer's first Economic Development Grant, if eligible, is June 1, 2023.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed Eight Hundred Thousand Dollars (\$800,000) over ten (10) years. It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual payment amounts will be determined as set forth in Section 8.1 and this Article.

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

Section 8.5. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- (a) compliance with the terms of this Agreement, including, but not limited to, the employment obligations in Section 6.6 of this Agreement, and payment of property taxes; and
- (b) timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of the parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

Section 8.6. Source of Grant Funds Limited.

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

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use

of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

d. If the City Council exercises its right of non-appropriation of an Economic Development Grant as set forth in this Section, it shall consider its right of non-appropriation for all other economic development grants subject to non-appropriation by the City and payable in the same fiscal year.

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

Section 8.8. 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 or leased 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 and shall be solely responsible for all assessments and taxes.

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

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

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

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

- a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, 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 Minimum Improvements or Development Property.
- b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer 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 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 Developer or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.
- d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

- a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- b. Transfer of Developer's interest in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements;

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

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

f. Developer:

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

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

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

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

g. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by 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.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

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

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

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

e. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default.

Section 10.3. 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 10.4. 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 10.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer shall pay to the City, in the form of a deduction from the first Economic Development Grant, an amount equal to fifty percent (50%) of the actual costs incurred by the City in connection with the drafting and execution of this Agreement, including, but not limited to publication fees for legal notices and legal fees of the City, associated with the negotiation, drafting and authorization of this Agreement, up to a maximum of \$5,000. Notwithstanding anything herein to the contrary, payment by Developer of such costs will be deducted from the first Economic Development Grant.

b. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand with a thirty (30) day written notice 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 XI. RESERVED

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who

exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

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

- a. In the case of Developer, is addressed or delivered personally to FB Storm Lake I, LLC, at 8201 NW 97th Terrace, Kansas City, MO 64153, Attn: Steven Foutch; and 8405 Blackstone Court, Johnston, IA, 50131, Attn: Shawn Foutch;
- 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. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

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

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

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

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

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2032, unless terminated earlier under the provisions of this Agreement.

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

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

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

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

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

By: _____
Sue Vossberg, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Sue Vossberg, 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]

FB STORM LAKE I, LLC,
a Missouri limited liability company

By: _____
Shawn Foutch, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake I, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – FB Storm Lake I, LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

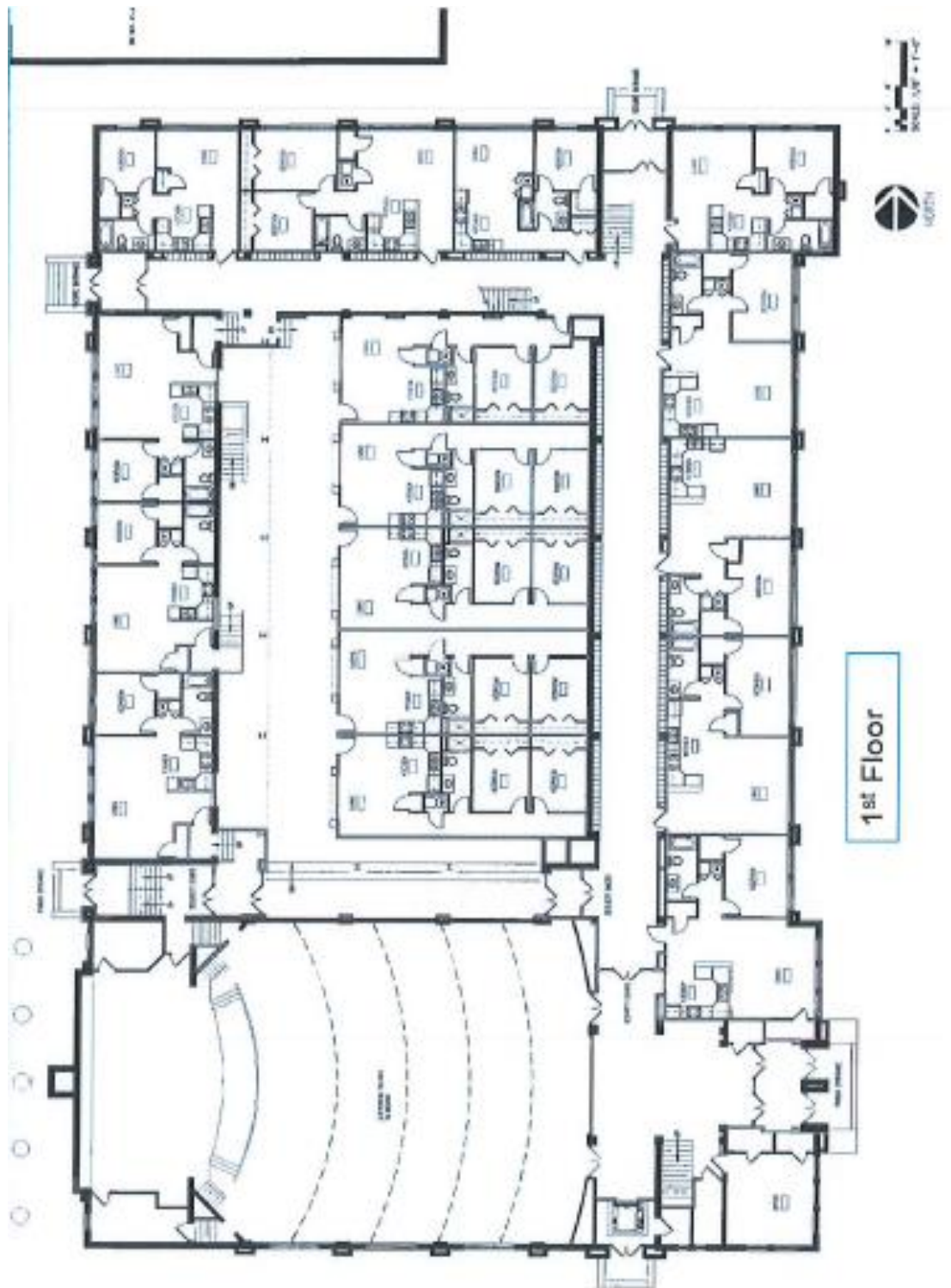
Lots one (1), Two (2) , Three (3), Four (4), and Five (5), Block Forty (40), Original Town of Storm Lake, Iowa Except the East One Hundred Seventy-Two Feet (E.172') of the North Sixty-Five Feet (N. 65') of Lot One (1), Block Forty (40), Original Town of Storm Lake, Iowa.

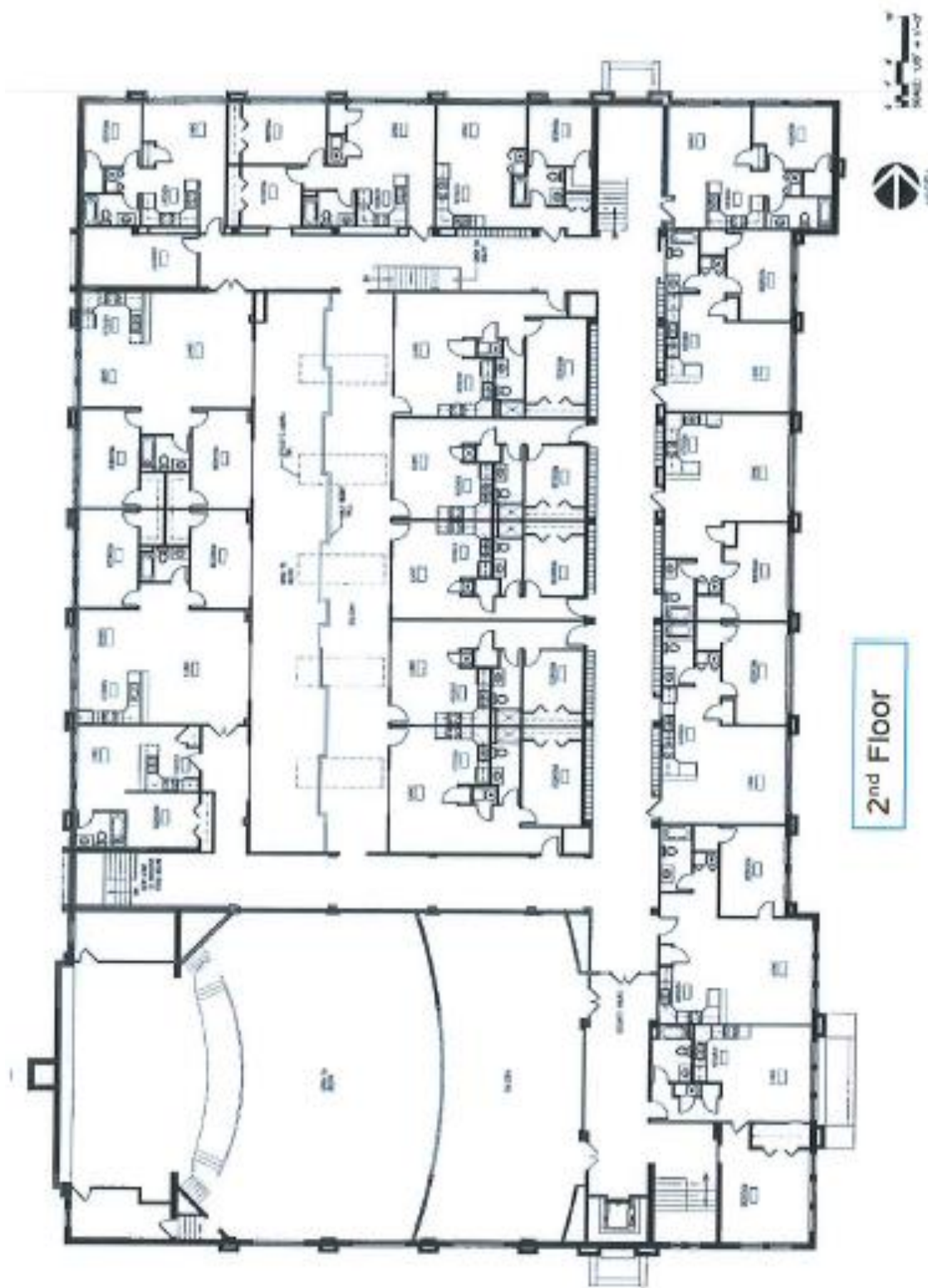
Buena Vista County Parcel No. 14-03-402-005

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the renovation of the Existing Facilities including an approximately 5,162 square foot building known locally as the South School Annex Building and an approximately 25,683 square foot building known locally as the South School Main Building both located at 310 Cayuga Street into approximately 39 market rate apartments. The renovated facilities will be used for approximately 39 market rate apartments as follows: 27 1-bedroom apartments; 11 2-bedroom apartments; and 1 3-bedroom apartment. The construction of the Minimum Improvements will be completed in 2019. Total project costs are expected to be approximately \$5,700,000.

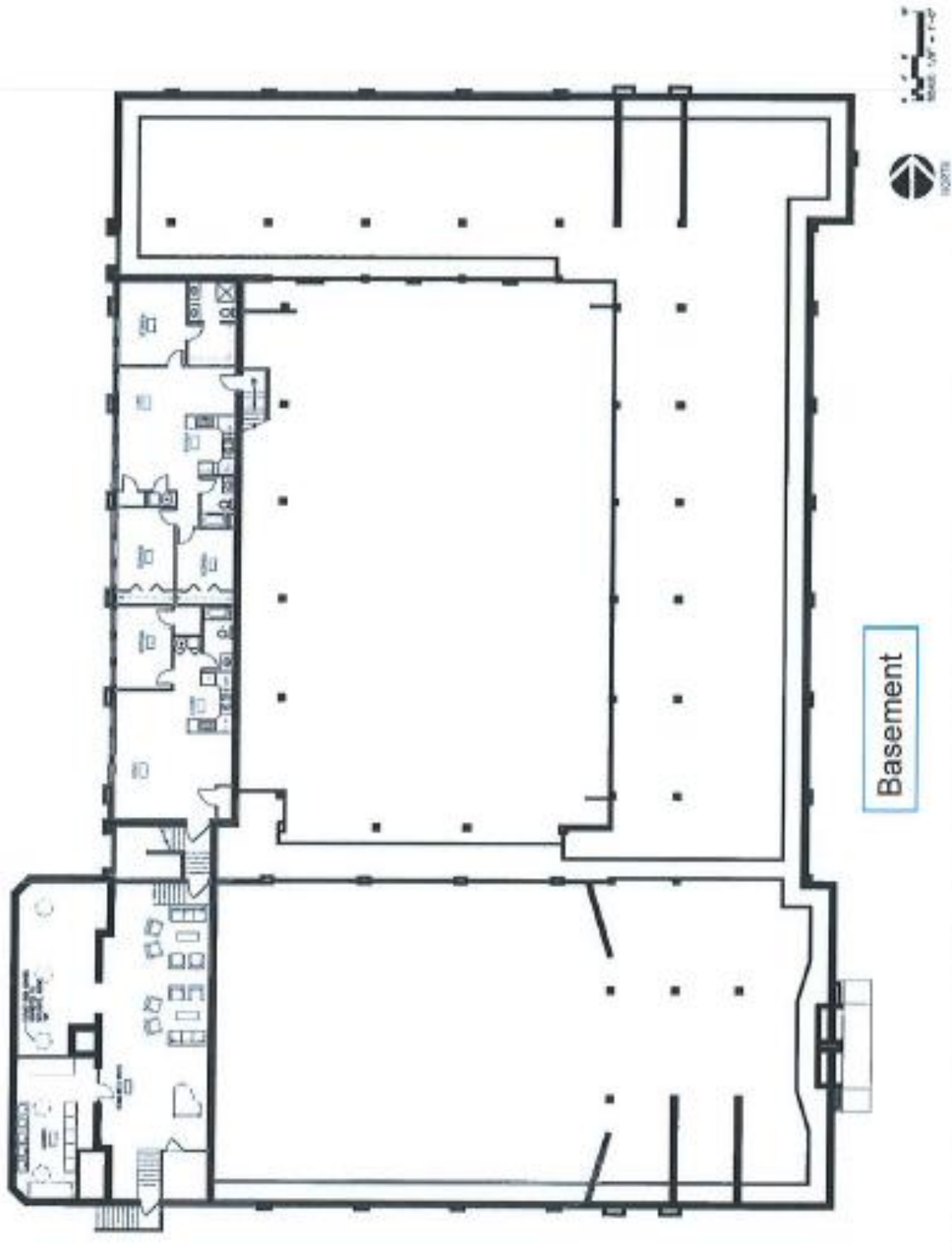
EXHIBIT B-1
SITE-PLAN, MAP OR AERIAL PHOTOGRAPH OF DEVELOPMENT PROPERTY





2nd Floor





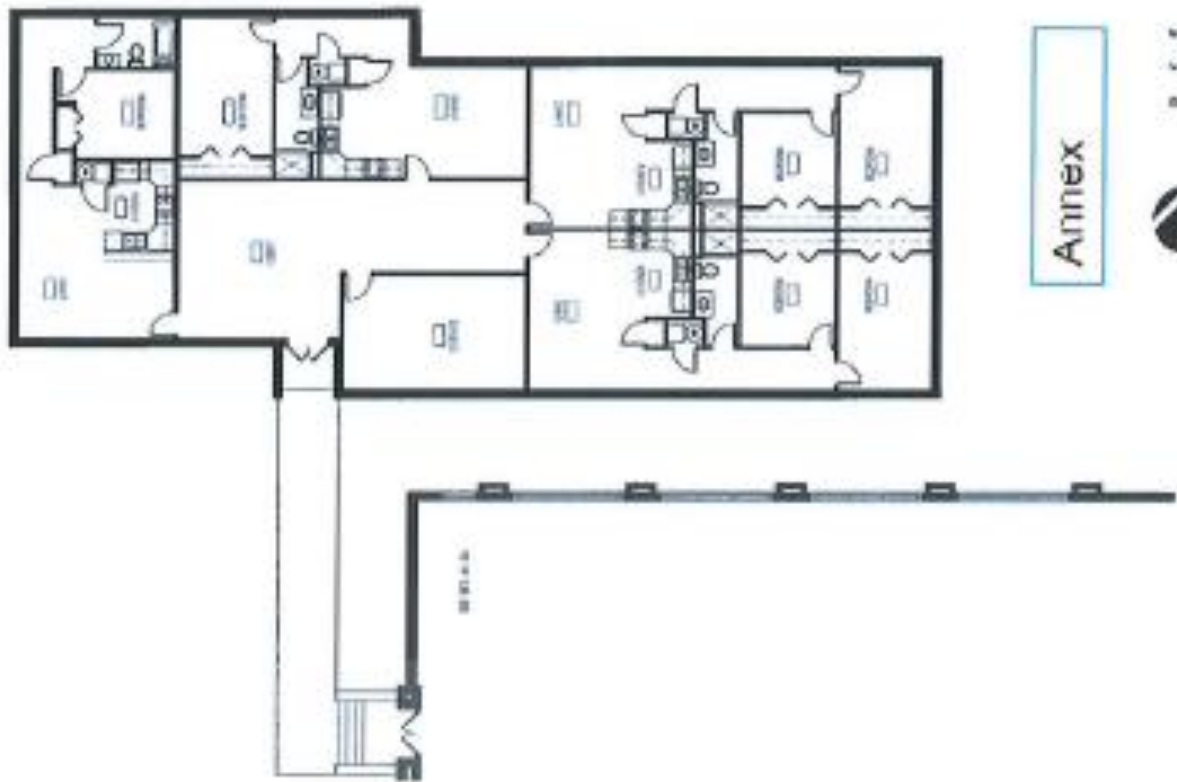


EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Storm Lake, Iowa, (the "City") and FB Storm Lake I, LLC, a Missouri limited liability company, ("Developer"), did on or about the _____ day of _____, 2016, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby 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 (1), Two (2) , Three (3), Four (4), and Five (5), Block Forty (40), Original Town of Storm Lake, Iowa Except the East One Hundred Seventy-Two Fee (E.172') of the North Sixty-Five Feet (N. 65') of Lot One (1), Block Forty (40), Original Town of Storm Lake, Iowa.

Buena Vista County Parcel No. 14-03-402-005

(the "Development Property"); and

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

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

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

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

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

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

By: _____
Sue Vossberg, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Sue Vossberg, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

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

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Agreement as follows:

(i) all ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements (building only) were first fully assessed on January 1, 20____, at a full assessment value of \$_____;

(iii) The total number of Full-Time Equivalent Employment Units employed by Developer at the Minimum Improvements as of October 1, 20____ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__: _____
September 1, 20__: _____
August 1, 20__: _____
July 1, 20__: _____
June 1, 20__: _____
May1, 20__: _____

April 1, 20__: _____
March 1, 20__: _____
February 1, 20__: _____
January 1, 20__: _____
December 1, 20__: _____
November 1, 20__: _____

(iv) the undersigned officers of Developer have re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

FB STORM LAKE I, LLC,
a Missouri limited liability company

By: _____
Shawn Foutch, Manager

Attachments: Proof of payment of taxes

EXHIBIT E
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Storm Lake, Iowa (the "City") and FB Storm Lake I, LLC, a Missouri limited liability company, ("Developer"), did on or about the ____ day of _____, 2016, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the South School Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the South School Urban Renewal Area.

The Development Property is described as follows:

Lots one (1), Two (2) , Three (3), Four (4), and Five (5), Block Forty (40), Original Town of Storm Lake, Iowa Except the East One Hundred Seventy-Two Fee (E.172') of the North Sixty-Five Feet (N. 65') of Lot One (1), Block Forty (40), Original Town of Storm Lake, Iowa.

Buena Vista County Parcel No. 14-03-402-005

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 20____ and terminates on December 31, 2032, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and 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, Storm Lake, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the ____ day of _____, 20____.

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

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

By: _____
Sue Vossberg, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Sue Vossberg, 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]

FB STORM LAKE I, LLC,
a Missouri limited liability company

By: _____
Shawn Foutch, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake I, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

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

EXHIBIT F
MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT ("Minimum Assessment Agreement" or "Assessment Agreement") is dated as of _____, 2016, by and between the City of Storm Lake, Iowa (the "City"), a municipal corporation established pursuant to the Code of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2015, as amended (the "Urban Renewal Act"), and Chapter 15A , and FB Storm Lake I, LLC, having an office for the transaction of business at 8201 NW 97th Terrace, Kansas City, Missouri 64153 ("Developer").

WITNESSETH:

WHEREAS, the City and Developer have entered into an Agreement for Private Development dated as of _____, 2016 ("Agreement") regarding certain real property located in the City which is legally described as follows:

Lots one (1), Two (2) , Three (3), Four (4), and Five (5), Block Forty (40), Original Town of Storm Lake, Iowa Except the East One Hundred Seventy-Two Fee (E.172') of the North Sixty-Five Feet (N. 65') of Lot One (1), Block Forty (40), Original Town of Storm Lake, Iowa.

Buena Vista County Parcel No. 14-03-402-005

the "Development Property"); and

WHEREAS, it is contemplated that Developer will undertake the construction of the Minimum Improvements (as defined in the Agreement) on the Development Property, as provided in the Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a minimum actual value for the Minimum Improvements to be constructed on the Development Property by Developer pursuant to the Agreement; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements, but no later than January 1, 2020, the minimum actual value which shall be fixed for assessment purposes for the Development Property and Minimum Improvements to be constructed on the Development Property shall be not less than Two Million Four Hundred Thousand Dollars (\$2,400,000) (hereafter referred to as the "Minimum Actual Value").

The Minimum Actual Value shall continue to be effective until termination of this Minimum Assessment Agreement on June 30, 2031 (the "Assessment Agreement Termination Date"). This means that the Minimum Improvements and Development Property will be required to have a Minimum Actual Value pursuant to this Minimum Assessment Agreement of at least \$2,400,000 until January 1, 2029, which shall govern the taxes collected for the entire fiscal year 2030-2031. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

2. Developer 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 and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Development Property or the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that its obligations to make the tax payments required hereby and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason whatsoever.

4. Developer agrees that, prior to the Termination Date, it will not:

a. seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the Minimum Improvements determined by any tax official to be applicable to the Development Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

b. seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local or State law, of the taxation of real property, including improvements and fixtures thereon, contained in the Development Property or the Minimum Improvements between the date of execution of this Minimum Assessment Agreement and the Termination Date; or

c. request the Assessor to reduce the Minimum Actual Value; or

d. appeal to the board of review of the County, State, District Court or to the Director of Revenue of the State to reduce the Minimum Actual Value; or

e. cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Buena Vista County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Development Property (or any part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

6. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement.

7. This Minimum Assessment Agreement shall not be assignable without the consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

8. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Minimum Assessment Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

9. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

10. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on the Termination Date set forth in Section 1 above.

11. Developer shall provide a title opinion or title search to the City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders shall have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.

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

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

By: _____
Sue Vossberg, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Sue Vossberg, 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 Minimum Assessment Agreement – City of Storm Lake, Iowa]

FB STORM LAKE I, LLC,
a Missouri limited liability company

By: _____
Shawn Foutch, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake I, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Minimum Assessment Agreement – FB Storm Lake I, LLC]

LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Minimum Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

[NAME OF LIENHOLDER]

By: _____
Signature of Lienholder's
Authorized Representative

Date: _____

By: _____
Signature of Lienholder's
Authorized Representative

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 20____, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of _____ and that said instrument was signed on behalf of said company, and that the said _____, and _____ acknowledged the execution of said instrument to be the voluntary act and deed of said domestic company, by them voluntarily executed.

Notary Public in and for said State

[Add additional pages for each Lienholder]

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that upon completion of the Minimum Improvements the actual value assigned to the Development Property and Minimum Improvements shall not be less than Two Million Four Hundred Thousand Dollars (\$2,400,000) (including taxable equipment value) all until the Assessment Agreement Termination Date of this Minimum Assessment Agreement.

Assessor for Buena Vista County, Iowa.

Date

STATE OF IOWA)
) ss
COUNTY OF BUENA VISTA)

Subscribed and sworn to before me by _____, Assessor for Buena Vista
County, Iowa.

Notary Public in and for the State of Iowa

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

01270300-1\11149-088

RESOLUTION NO. 17-R-2016-2017

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH FB STORM LAKE I, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 16-R-2016-2017, adopted September 6, 2016, 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 South School Urban Renewal Plan (the "Plan") for the South School Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan as amended, is or will be on file in the office of the Recorder of Buena Vista County; and

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

WHEREAS, the City has received a proposal from FB Storm Lake I, LLC (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 Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the South School Urban Renewal Area as defined and legally described in the Agreement and consisting of the renovation of the Existing Facilities (as defined in the Agreement) including an approximately 5,162 square foot building, known as the South School Annex Building, and a 25,683 square foot building known as the South School Main Building into 39 market rate apartments, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to ten (10) consecutive annual payments of Economic Development Grants to Developer consisting of a declining percentage of the Tax Increments (as show in the Agreement) pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$800,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$2,400,000; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban

renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

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

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 5:00 P.M. on September 19, 2016, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with FB Storm Lake I, LLC.

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

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

(One publication required)

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

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing on September 19, 2016, at 5:00 P.M. in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with FB Storm Lake I, LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the South School Urban Renewal Area as defined and legally described in the Development Agreement, consisting of the renovation of the Existing Facilities (as defined in the Agreement) including an approximately 5,162 square foot building known as the South School Annex Building and an approximately 25,683 square foot building known as the South School Main Building into 39 market rate apartments, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. One of the obligations of Developer relates to employment retention and/or creation.

The Agreement would further obligate the City to make up to ten (10) consecutive annual payments of Economic Development Grants to Developer consisting of a declining percentage of the Tax Increments (as show in the Agreement) pursuant to the Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$800,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$2,400,000.

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

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

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

Dated this _____ day of _____, 2016.

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

(End of Notice)

PASSED AND APPROVED this 6th day of September, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

9/6/2016

Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building Official

SUBJECT: Ordinance No. 01-O-2016-2017 Amending The City Code By Updating The Referenced Construction Codes and Standards To The Most Recent Editions

BACKGROUND:

The City Code adopts by reference the International Building, Residential, Fire, and Mechanical Codes, as well as the Uniform Plumbing Code and National Electrical Code.

These codes are produced by the International Code Council, the National Fire Protection Association, and the International Association of Plumbing and Mechanical Officials. Each of these organizations updates their codes on a three year cycle.

At this time, City staff is proposing to update from the 2009 versions of the International Building, Fire, Residential, and Mechanical codes, as well as the Uniform Plumbing Code to the 2015 versions. The National Electrical Code is on a different three year cycle and therefore we will be updating to the 2014 National Electrical Code.

Updating to the current code editions will bring the City into line with the codes adopted by the State of Iowa and other jurisdictions. Additionally, the City of Storm Lake is reviewed every three years by the Insurances Services Offices (ISO), which provides ratings for building departments which is then used for setting insurance rates. A City's ISO rating is also used by FEMA in responding to natural disasters. Adopting more current codes will help to maintain our current rating.

Adopting the most current codes is also important to keep pace with new materials and techniques in the industry as well.

The International Building Code regulates the construction of all commercial, industrial, and multifamily dwellings. The International Residential Code regulates the construction of one and two family dwellings and townhomes. The International Mechanical Code provides the requirements for the installation of heating and cooling systems as well as kitchen hoods in commercial cooking operations. The Uniform Plumbing Code regulates the installation of plumbing, water heaters,, and gas piping in buildings as well as other similar items.

The State Code requires that when we adopt the construction codes as adopted by the State of Iowa, that we do so in a 30 day time period. In order to comply with this, staff will ask to have the second reading waived at the September 5th City Council meeting and hold the third reading of the City Code amendment.

A copy of the proposed Ordinance and the amendments is attached for your review.

FISCAL IMPACT:

Legal fees and publication are estimated to be \$500.00

RECOMMENDATION:

~~Pass on 1st reading August 15, 2016~~
Waive 2nd reading on September 6, 2016
Pass on 3rd reading September 6, 2016

ATTACHMENTS:

Description	Type
 Ordinance No. 01-O-2016-2017	Ordinance

ORDINANCE NO. 01-O-2016-2017

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

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

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

5-2-2 Adoption Of Building Code

Pursuant to ~~After~~ published notice and public hearing as required by law, the International Building Code, 2009~~2015~~ Edition, and all provisions of the International Building Code Referenced Standards, 2009~~2015~~ Edition, referred to therein, published by the International Code Council, and commonly known as the International Building Code, are hereby adopted in full except for such portions as may hereafter be deleted, modified or amended.

An official copy of the International Building Code, 2009~~2015~~ Edition, and as adopted by the City of Storm Lake, Iowa, and a certified copy of this Ordinance are on file in the office of the Building Official.

(A) In accordance with the provisions of said International Building Code, 2009~~2015~~ Edition, Section 109, Building Permit fees shall be based on the total estimated cost of construction, reconstruction or repair, specifically including the estimated cost for any mechanical improvements included, and excluding the estimated costs for any plumbing or electrical work involved. The fee shall be set by Council Resolution.

(B) Foundations: Notwithstanding the provisions of the International Building Code, 2009~~2015~~ e~~E~~dition, the following provisions shall apply:

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

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

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

(D) Section ~~101.4~~101.4.3, of the International Building Code shall be amended to ~~S~~state: "The Uniform Plumbing Code, ~~Uniform Mechanical Code, and National Electrical Code~~ shall be the referenced Codes used in conjunction with this code to the prescribed extent of each such reference."

(E) Delete Sections 101.4.1, ~~101.4.2~~, 101.4.3, 101.4.4, and 101.4.6 of the International Building Code.

(Ord. No. 10-O-94-95, Amended, 01/03/95)

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

5-3-3 Plumbing Code Adopted

~~Pursuant to~~After published notice and public hearing as required by law, the Uniform Plumbing Code, ~~2009 Edition~~2015 Edition, as published by the International Association of Plumbing and Mechanical Officials, but as adopted and amended from time to time by the plumbing and mechanical systems board in the Iowa Department of Public Health pursuant to Iowa Code Section 105.4(1)(a) and administrative rules issued pursuant thereto, is hereby adopted in its entirety as the Plumbing Code for the City, except as provided below in this Section 5-3-3, and it is hereby incorporated by reference. All installations, repairs and alterations of plumbing within the City shall be made in conformance with the City's Plumbing Code as the same may be modified, however, by regulations issued by the State of Iowa Plumbing Code Committee and no permit shall be issued by the Plumbing Inspector for such a project if the plans and specifications are not in conformance with that Plumbing Code.

A copy of the Uniform Plumbing Code, ~~2009 Edition~~, as adopted and amended by the Iowa plumbing and mechanical systems board, shall be maintained in the office of the Building Official and shall be available for public inspection during all normal business hours.

~~Notwithstanding the provisions of said Uniform Plumbing Code, 2009 Edition, the provisions of Section 103.4~~104.5 of the Uniform Plumbing Code relating to fees shall not apply in the City of Storm Lake, Iowa, including any schedules referred to by said ~~paragraphs~~Section. In lieu thereof, the applicant shall pay a fee as provided in Title 5, Chapter 3, Section 10.

(Ord. No. 11-O-94-95, Amended, 01/03/95)

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

5-4-3 Electrical Code Adopted

~~Pursuant to~~After published notice and public hearing as required by law, the National Electrical Code, ~~2008~~2014 Edition, as published and approved by the National Fire Protection Association but as adopted and amended from time to time by the electrical examining board within the division of state fire marshal

of the Iowa Department of Public Safety pursuant to Iowa Code Section 103.6 and administrative rules pursuant thereto is hereby adopted as ~~approved by the State of Iowa~~, as the Electrical Code for the City and it is hereby incorporated by reference. All installations, repair or replacement of electrical equipment within the City shall be made in conformance with ~~that the Electrical Code for the City~~ and no permit shall be issued by the Electrical Inspector for such a project if the plans and specifications are not in conformance with that Code.

A copy of the National Electrical Code, 2008~~2014~~ Edition, as adopted and amended by the electrical examining board within the division of state fire marshal of the Iowa Department of Public Safety, shall be maintained in the office of the Building Official and shall be available for public inspection during all normal business hours.

Notwithstanding the provisions of the National Electrical Code, 2008~~2014~~ Edition, as adopted and amended by the electrical examining board within the division of state fire marshal of the Iowa Department of Public Safety, ~~as adopted by the State of Iowa~~, the following provisions shall apply:

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

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

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

(Ord. No. 019697, Amended, 08/19/96)

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

5-4-6 Permits

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

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

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

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

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

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

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

5-6-2 Adoption Of Mechanical Code

Pursuant to After published notice and public hearing as required by law, the International Mechanical Code, 20092015 Edition, as published by the International Code Council, Inc., but as adopted and amended from time to time by the plumbing and mechanical systems board in the Iowa Department of Public Health pursuant to Iowa Code Section 105.4(1)(a) and administrative rules issued pursuant thereto and commonly known as the International Mechanical Code is hereby adopted in full except for such portions as may hereafter be deleted, modified or amended.

An official copy of the International Mechanical Code, 20092015 Edition, as adopted and amended from time to time by the plumbing and mechanical systems board in the Iowa Department of Public Health, and a certified copy of this Ordinance are on file in the office of the Building Official.

Notwithstanding the provisions of said International Mechanical Code, 20092015 Edition, as adopted and amended by the plumbing and mechanical systems board in the Iowa Department of Public Health, the provisions of Section 106.5 relating to fees shall not apply including any schedules referred to by said paragraphs. In lieu thereof, the cost of the mechanical improvements shall be included with the other costs of building improvements subject to the Building Permit Fee Schedule required by Title 5, Chapter 2, Section 2 and therefore collected as a part of the building permit fee.

The provisions of Section 109 of the International Mechanical Code are hereby amended by providing that elected officials of the City who are not full-time employees may serve on the Board of Appeals. shall be established as required in Section 5-2-2(e) of the Storm Lake City Code.

(Ord. No. 12-O-94-95, Amended, 01/03/95)

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

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

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

Substandard Building Standard Support Code Section

1001.2(1)	UHC 505.1, UPC 413.1 401.2
1001.2(3)	UHC 505.3, UPC 406.3 420.0
1001.2(5)	Definitions/Chapter 4, UHC
1001.2(6)	UHC 701.1, IBC 1204.1
1001.2(8) (Ventilation only)	UHC 504
1001.2(10)	UHC 504.4, UHC 701.2
1001.2(14)	UHC 1001.2, Section 3-2-2(d)Storm Lake City Code
1001.3(2)	UHC 1001.3, Tables 2308.8(1) 2308.4.2.1(1), 2308.8(2) , 2308.4.2.1(2), IBC
1001.3(3)	UHC 101.3, Tables 2308.8(1) 2308.4.2.1(1), 2308.8(2) 2308.4.2.1(2), IBC
1001.3(5)	Table 2308.9.1 2308.5.1 IBC
1001.3(7)	Tables 2308.10.2(1) 2308.7.1(1),(2) and 2308.10.3(3) 2308.7.2(3) IBC
1001.3(8)	UHC 1001.3
1001.5	<u>Control Panel</u> Access UFC 8509.2 IFC 605.3 Labeled IFC 605.3.1 Openings NEC 110.12(A) <u>Outlets</u> Covered NEC 406.5 406.6 Open Wires/Splices IFC 605.6 Extension Cords IFC 605.5 Proper Overcurrent Protection NEC Table 3-10-16 310.15(B)(16) Electrical Service Sized To Loads Imposed NEC 230.42 230.23
1001.6	Plumbing Which Has Not Been Maintained In Good Condition UHC 1001.6 Plumbing Which Has Cross Connections Or Siphonage Between Fixtures UPC 602.0
1001.7	Water Heaters and Boilers Which Do not have the Pressure Relief Valve Piped To Within 6" To The Floor UPC 608.5 Fuel Fired Equipment Without A Shutoff Valve Installed in the Gas Piping Within 6' of the Appliance UPC 421.4 1212.5
1001.9	Buildings Not Designed For Occupancy UHC 1001.14 Improper Number of Exits Provided For Occupancy Load IBC 1018.1 1006 Improper Storage Class I and II NFPA 30, Chapter 9.3.6 and 9.3.7 Flammable Containers IFC 3404.3.5.1 30404.3.4 Smoke Detectors - IFC 907.2.10.3 907.2.11 Fire Alarm Systems - IFC 907.2.9 Fire Extinguishers - IFC 906

(Ord. No. 079596, Enacted, 12/18/95)

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

5-9-2 Adoption of Residential Building Code

Pursuant to published notice and public hearing as required by law, the International Residential Code, 20092015 Edition, published by the International Code Council, Inc. and commonly known as the International Code Council, are hereby adopted in full except for such portions as may hereafter be deleted, modified or amended.

An official copy of the International Residential Code, 20092015 Edition, as adopted, and a certified copy of this Ordinance are on file in the office of the Building Official.

(A) In accordance with the provisions of said International Residential Code, 20092015 Edition, Section R108.2, building permit fees shall be based on the total estimated cost of construction reconstruction or repair, specifically including the estimated cost for any mechanical improvements included, and excluding the estimated costs for any plumbing or electrical work involved. The fee shall be set by Council Resolution.

(B) Foundations: Notwithstanding the provisions of the International Residential Code, 20092015 Edition, the following provisions shall apply:

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

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

- a. Any accessory building, as defined in the Storm Lake Municipal Zoning Ordinance, with a total floor area of five hundred seventy-six (576) square feet or less, may provide for a foundation of a floating slab type, which foundation otherwise meets the support and strength requirements provided by the International Residential Code, 20092015 Edition.

- b. Buildings intended for residential use, as defined in the Storm Lake Zoning Ordinance, may provide for wooden foundations otherwise meeting the strength and support requirements established by the International Residential Code, 20092015 Edition.

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

(D) The following Chapters of the 20092015 International Residential Code are hereby deleted: Chapters 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, (except 2904) 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, and 41 and 43.

(E) Section R504, of the 20092015 International Residential Code is hereby deleted.

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

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

(H) Subsections R313.1 and R313.2 of the 2009~~2015~~ International Residential Code are hereby amended by deleting said sections and inserting in lieu thereof the following:

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

1. Any residential dwelling unit in which the gross square footage of the dwelling space(s), including all floor levels whether finished or unfinished and all basement areas whether finished or unfinished (exclusive of attached garage areas), that exceed 5,000 square feet.
2. Townhouse structures that contain more than 6 dwelling units.
3. Townhouse structures that exceed 14,000 square feet in gross floor area 9as determined above for dwelling units).

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

7-1-1 Adoption Of International Fire Code

~~There is hereby adopted by the City of Storm Lake, Iowa for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code and standards known as the~~ adopts the International Fire Code, 2015 Edition, and other Standards as may be referenced therein, published by the International Code Council, Inc., as adopted and amended from time to time by the state fire marshal in the Iowa Department of Public Safety pursuant to Iowa Code Sections 100.1(5) and 100.35 and administrative rules pursuant thereto, ~~being particularly the 2009 Editions thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified or amended by Sections 7-1-5, 7-1-6, and 7-1-7 hereof, of which~~Such Code and Standards have been and are now filed in the office of the Building Official and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Chapter shall take effect, the provision thereof shall be controlling within the limits of the City.
(Ord. No. 13-O-94-95, Amended, 01/03/95)

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

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

Section ~~3801.1~~^{5601.1} of the International Fire Code shall be amended as follows: Storage of liquefied petroleum gas is restricted, are hereby established as follows:

Within the City limits of Storm Lake, Iowa with the exception of the Heavy Industrial (GI) Zoning District lying east of Geisinger Road and Flindt Drive and south of the abandoned railroad right-of-way.

(Ord. No. 13-O-94-95, Amended, 01/03/95)

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

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

Section ~~3301.1~~^{5601.1} of the International Fire Code is amended to read as follows: Storage of explosives and blasting agents is prohibited within the City Limits of Storm Lake, Iowa.

(Ord. No. 13-O-94-95, Amended, 01/03/95)

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

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

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

Reference Chapter 23.4 of NFPA30, ~~2008 Edition~~.

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

Chapter 4.3.2.7 of NFPA 30A ~~2008 Edition~~, as referenced by the International Fire Code shall have the following added:

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

- a. An inspection of the premises and operations has been made and approval granted by the Storm Lake Fire Chief.
- b. The dispensing is done on premises which are not open to the public.
- c. The tank is safeguarded against collision, spillage and overfill, to the satisfaction of the Storm Lake Fire Chief.

d. The tank system is listed or approved for such above ground use, and the longest dimension of each tank shall be the horizontal dimension.

e. The tank complies with the requirements for emergency relief venting, and the tank and dispensing system the electrical classification requirements of the Code.

f. The tank or tanks are not located within forty feet (40') from any building or any property line of a parcel of land not under the ownership or lease of the operator.

g. The tank or tanks are not located within twenty feet (20') from any tanks used to store LP gas.

h. The tank storage shall be located completely within a concrete bunker which shall surround the tank or tanks and appurtenances and have the capacity to hold 120% of the capacity of the tank or tanks. The said bunker must be at least 3,000 psi concrete, be watertight with drain plug installed, and shall otherwise comply with the provisions of NFPA 30, Flammable and Combustible Liquids Code, ~~Chapter 2~~ or the comparable provisions of NFPA 30A, as appropriate.

(Ord. No. 13-O-94-95, Amended, 01/03/95)

Section 12. Section 7-2-2 is hereby amended to read as follows

7-2-2 Permitted Open Burning

A. Following A Disaster:

The Fire Chief may authorize limited periods of open burning to assist in the clean up of debris in the aftermath of manmade or natural disasters such as tornadoes and ice storms.

B. Training Fires:

The scheduled burning of a structure or a field of prairie grass for the purpose of training member of the Fire Department which has been requested by the Fire Chief and approved by the Director of Public Safety and the City Administrator.

C. Recreational Fires:

A recreational fire is a fire for religious, ceremonial, cooking, camping or social purposes. Permitted recreational fires include fires in an outdoor fireplace or a barbecue pit.

Fires on the open ground, or in a fire ring, are permitted recreational fires if 1) they are authorized by the owner of the property on which they are located; 2) the fire has a total fuel area three feet (3') or less in diameter and two feet (2') or less in height; and 3) the fire is not located within twenty-five feet (25') of any structure.

In addition, to qualify as a recreational fire, all of the following requirements must be met:

1. The fuel used must be clean, dry firewood or charcoal only. No yard waste (other than clean dry tree limbs cut to be the equivalent of firewood), house waste, rubbish, paneling, treated lumber or construction

debris may be burned nor may any materials containing glass, paint, solvents or which contain high moisture or sap content which may produce noxious fumes or dense smoke.

2. Recreational fires are not permitted when the wind speed exceeds 20 mph or under drought conditions when the Fire Chief has proclaimed a ban on such fires.

3. Recreational fires in approved burning appliances equipped with a spark arrester and/or a lid must be at least fifteen feet (15') from any structure and they may not be placed on a combustible surface if the burning chamber of that appliance will come in contact with that surface.

4. An adult must be in attendance at the recreational fire until it is out.

5. Recreational fires shall not be conducted before 7:00 A.M. and shall be completely extinguished when the activity ceases, or by 12:00 midnight, whichever comes first.

6. The person responsible for the fire shall have a fire extinguisher or other means of extinguishing the fire available.

D. Certain fires on property within an Agricultural Reserve (AGRES) Zoning District established under the Zoning Code of Storm Lake, Iowa:

A fire that is located on a taxable real estate parcel of two or more acres, or located on two or more contiguous taxable parcels which are owned by a common owner and together comprise two or more acres, situated exclusively within an Agricultural Reserve (AGRES) Zoning District established under the Zoning Code of Storm Lake, Iowa, is permitted if the following conditions are satisfied:

1. Materials burned consist of brush, including twigs, removed or fallen tree limbs, fallen leaves, and removed shrubs, but excluding grass and grass clippings, other yard waste and garden waste.

2. Wind speeds are 20 miles per hour or less.

3. The fire is not closer than fifty (50) feet to any structure.

4. The fire is not under drought conditions when the Fire Chief has proclaimed a ban on such a fire.

The following items also shall not be burned in a fire otherwise permitted under this Subsection D: rubbish; trash; paneling; treated lumber; construction debris; materials containing glass, paint, or solvents; and materials or vegetation that contain high moisture or sap content which may produce noxious fumes or dense smoke.

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

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

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

PASSED AND APPROVED this 6th day of September, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

9/6/2016

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, Assistant City Manager

SUBJECT: Resolution No. 18-R-2015-2016 Approving The FY 2015-2016 Street Finance Report

BACKGROUND: The Code of Iowa, Chapter 312, Section 14, requires the submission of an annual Street Finance Report to the Iowa Department of Transportation. This report includes all activity for the fiscal year in the Road Use Tax Fund, including street, street cleaning and traffic control services in the General Fund, Storm Water Fund, Capital Projects Fund and the Debt Service Fund. This report must be approved by resolution as the official 2015-2016 Fiscal Year Street Finance Report prior to its submission.

In Fiscal Year 2015-2016 the City received \$1,309,940 in Road Use Tax Funds and \$1,840,783 from other sources.

In Fiscal Year 2015-2016 the City spent \$636,554 on Roadway Maintenance; \$23,086 on Street Cleaning; \$152,945 on Snow Removal; and \$200,000 on Street Construction projects for W. 5th Street Resurface from Lake Avenue to Vista Drive, Howard Road Construction and Vilas Road Patching.

Below is a comparison of the expenses in the Road Use Tax Fund for FY 2015 and FY 2016:

Department	FY 2015	FY 2016
Roadway Maintenance	\$421,172	\$659,640
Snow Removal	\$133,413	\$152,945
Street Lighting	\$136,479	\$158,971
Signs & Signals	\$25,055	\$10,405

The City did pay \$34,000 of principal and \$15,860 of interest for the Storm Water SRF Loan. This is not a new debt issue; rather it

is an SRF loan that was done during the construction of Project AWAYSIS. During FY 2011-2012 a General Obligation Annual Appropriation Bond was issued for the Bargloff Addition Water, Sewer and Roads. Of this \$2.7M Bond - 48% is related to street debt. An interest payment of \$47,798 was made from the Road Use Tax Fund due to there not being enough tax increment in the Bargloff TIF area to cover the entire portion of the annual bond payments.

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

RECOMMENDATION: Adopt Resolution No. 18-R-2016-2017

ATTACHMENTS:

Description	Type
▣ Resoluiton No. 18-R-2016-2017	Resolution
▣ Street Finance Report	Backup Material

RESOLUTION NO. 18-R-2015-2016

RESOLUTION APPROVING THE 2015-2016 FISCAL YEAR STREET FINANCE REPORT

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

That the 2015-2016 Fiscal Year Street Finance Report be approved.

PASSED AND APPROVED this 6th day of September, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk



Form 517007 {5-2016}
Office of Local Systems
Ames, IA 50010

City Name
STORM LAKE
City Number
7422

City Street Financial Report

Report Generated
8/31/2016 4:33 PM
Fiscal Year
2016
Sheet
1 of 9

Cover Sheet

Now therefore let it be resolved that the city council _____, Iowa
(City Name)

On _____ did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, _____ to June 30, _____
(Year) (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Sue Vossberg	Vossberg@stormlake.org	620 Erie St	Storm Lake	50588-0000
Hours	Phone	Extension	Phone(Altenative)	
8-5 Mon-Fri	712-732-8000		712-732-8000	

Preparer Information

Name	E-mail Address	Phone	Extension
Tyler Gibbins	gibbins@stormlake.org	712-732-8000	

Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Jon Kruse	cityhall@stormlake.org	620 Erie St	Storm Lake	50588-0000
Phone	Extension			
712-732-8000				

Resolution Number _____

Jon Kruse
Signature Mayor

Sue Vossberg
Signature City Clerk



Form 517007 {5-2016}
Office of Local Systems
Ames, IA 50010

City Name
STORM LAKE
City Number
7422

City Street Financial Report

Report Generated

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Fiscal Year

2016

Sheet

2 of 9

Summary Statement Sheet

Column 1
Road use
Tax Fund

Column 2
Other Steeet
Monies

Column 3
Street Debt

Column 4
Totals

Round Figures to Nearest Dollars

A.BEGINNING BALANCE				
1. July 1 Balance	\$180,458	\$151,390	\$529,270	\$861,118
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0
3. Adjusted Balance	\$180,458	\$151,390	\$529,270	\$861,118
B. REVENUES				
1. Road Use Tax	\$1,309,940			\$1,309,940
2. Property Taxes		\$0	\$0	\$0
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$1,840,748	\$0	\$1,840,748
5. Proceeds from Bonds, Notes, and Loans		\$0	\$0	\$0
6. Interest Earned		\$35	\$0	\$35
7. Total Revenues (Lines B1 thru B6)	\$1,309,940	\$1,840,783	\$0	\$3,150,723
C. Total Funds Available (Line A3 + Line B7)	\$1,490,398	\$1,992,173	\$529,270	\$4,011,841

Column 1
Road use
Tax Fund

Column 2
Other Steeet
Monies

Column 3
Street Debt

Column 4
Totals

Round Figures to Nearest Dollars

EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	\$636,554	\$23,086	\$0	\$659,640
2. Snow and Ice Removal	\$152,945	\$0	\$0	\$152,945
E.Construction, Reconstruction and Improvements				
1. Engineering	\$0	\$252,907	\$0	\$252,907
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$200,000	\$2,339,613	\$0	\$2,539,613
4. Traffic Services	\$0	\$0	\$0	\$0
F. Administration	\$0	\$179,827	\$0	\$179,827
G. Equipment	\$0	\$0	\$0	\$0
H. Miscellaneous		\$0	\$0	\$0
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	\$0	\$34,000	\$0	\$34,000
2. Bonds, Notes and Loans - Interest Paid	\$47,798	\$15,860	\$0	\$63,658
TOTALS				
K. Total Expenses (Lines D thru J)	\$1,037,297	\$2,845,293	\$0	\$3,882,590
L. Ending Balance (Line C-K)	\$453,101	-\$853,120	\$529,270	\$129,251
M. Total Funds Accounted For (K + L = C)	\$1,490,398	\$1,992,173	\$529,270	\$4,011,841



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Office of Local Systems
Ames, IA 50010

City Name
STORM LAKE
City Number
7422

City Street Financial Report

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Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
190---Other Miscellaneous	\$391,273.00	\$0.00
121---State Reimbursement	\$798,108.00	\$0.00
127---U-STEP	\$243,023.00	\$0.00
170---Reimbursements (misc.)	\$3,242.00	\$0.00
172---Labor & Services	\$7,362.00	\$0.00
194---General Fund Transfers	\$397,740.00	\$0.00
Line B4 Totals	\$1,840,748.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees,bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		



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Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
☐	General Obligation	Paving & Construction	301	07/01/2011	\$2,700,000	48	2031	\$2,700,000	\$0	\$99,580	\$0	\$47,798	\$2,700,000
☐	Short Term Notes	Storm Sewer	701	10/05/2006	\$729,000	100	2026	\$473,900	\$34,000	\$15,860	\$34,000	\$15,860	\$439,900
		New Bond Totals			\$0	\$0	Totals	\$3,173,900	\$34,000	\$115,440	\$34,000	\$63,658	\$3,139,900



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Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

[Check here if there are no entities for this year](#) ☐

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
7150	\$922,147	SURF	Yes	W 5th Street Resurface from Lake Ave to Vista Drive
7167	\$223,463	RDWY	Yes	Howard Road Construction
7137	\$58,751	MISC	Yes	Vilas Road Patching

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
7150	Blacktop Services	\$922,147	\$79,271	\$0	\$0	\$0	\$0	\$1,001,418
7167	Smith Concrete Service, Inc	\$166,320	\$8,656	\$0	\$0	\$0	\$0	\$174,976
7137	Smith Concrete	\$58,486	\$265	\$0	\$0	\$0	\$0	\$58,751



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
	2004	John Deere 672CH II Road Grader	\$155,900	\$0		\$0		No	NOCH
	1993	Case 580 Backhoe	\$34,307	\$0		\$0		No	NOCH
	1997	John Deere 6300 Tractor	\$36,692	\$0		\$0		No	NOCH
	1992	Chevy 3500 Truck	\$14,327	\$0		\$0		No	NOCH
	1990	Chevy C/70 Truck	\$22,995	\$0		\$0		No	NOCH
	1983	Chevy C/70 Truck	\$67,738	\$0		\$0		No	NOCH
	1986	Chevy C/70 Truck	\$20,000	\$0		\$0		No	NOCH
	1988	Chevy C/70 Truck	\$21,984	\$0		\$0		No	NOCH
	1991	Kubota B300 Asphalt Roller	\$16,280	\$0		\$0		No	NOCH
	1990	Chevy 3500 Truck	\$15,000	\$0		\$0		No	NOCH
	1995	Chevy 3500 Truck	\$18,698	\$0		\$0		No	NOCH
	1995	Chevy Kodiak Truck	\$41,703	\$0		\$0		No	NOCH
	1984	Catepillar 930 Endloader	\$74,500	\$0		\$0		No	NOCH
	1997	Inernational 4700 Truck	\$36,607	\$0		\$0		No	NOCH
	1997	John Deere 624G Loader	\$61,638	\$0		\$0		No	NOCH
	1999	Chevy C/8500 Truck	\$67,000	\$0		\$0		No	NOCH
	2002	Freightliner FL80 Truck	\$57,177	\$0		\$0		No	NOCH
	2002	Komatsu WA250 Loader	\$98,725	\$0		\$0		No	NOCH
	2008	Freightliner 2 Ton Truck	\$70,000	\$0		\$0		No	NOCH



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
	2003	Ford F313 Truck	\$31,125	\$0		\$0		No	NOCH
	2003	Chevy CC850 Dump Truck	\$74,055	\$0		\$0		No	NOCH
	2011	Backhoe Hammer	\$11,500	\$0		\$0		No	NOCH
	2008	ALF Condor Lite Sweeper Truck	\$195,000	\$0		\$0		No	NOCH
	2011	Stump Grinder	\$30,324	\$0		\$0		No	NOCH
	2002	Sterling Tandem Dump Truck	\$69,995	\$0		\$0		No	NOCH



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Explanation Sheet

Comments



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Monthly Payment Sheet

Month	Road Use tax Payments
July	\$108,993.19
August	\$146,825.95
September	\$130,230.42
October	\$99,615.14
November	\$113,313.07
December	\$114,376.25
January	\$95,328.37
February	\$109,561.96
March	\$112,398.01
April	\$77,953.95
May	\$83,898.52
June	\$117,445.32
Totals	\$1,309,940.15

Staff Summary

9/6/2016

Agenda Item # 11.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Resolution No. 19-R-2016-2017 Determining the Necessity and Setting Dates of a Consultation and Public Hearing on a Proposed LMI No. 5 Housing Urban Renewal Area

BACKGROUND: With the adoption of this Plan, the City of Storm Lake will designate this Urban Renewal Area as an economic development area that is appropriate for the development of LMI residential housing units.

The LMI No. 5 Housing Urban Renewal Plan for the LMI No. 5 Housing Urban Renewal Area has been developed to help local officials respond to and promote economic development in the City of Storm Lake, Iowa (the "City"). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new low and moderate income (LMI) housing and residential development as defined in the *Code of Iowa* Section 403.17(12).

The City expects to consider providing incentives to assist MBL Development Co. (or a related entity), to construct a new approximately sixty-unit, three-story apartment building. The property being considered is located on 10th street, next to the 10th Street Townhomes.

FISCAL IMPACT: There is minimal cost for the publication cost and the creation of the plan.

RECOMMENDATION: Set the Consultation hearing for September 13, 2016 at 3:10 p.m. in City Council Chambers
Set the Public Hearing for October 3, 2016 at 5:00 p.m in City Council Chambers

ATTACHMENTS:

Description	Type
□ Resolution No. 19-R-2016-2017	Resolution

RESOLUTION NO. 19-R-2016-2017

RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED LMI NO. 5 HOUSING URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF STORM LAKE, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and has caused there to be prepared a proposed LMI No. 5 Housing Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the LMI No. 5 Housing Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1; and

WHEREAS, there are currently a limited number of housing opportunities in the community that are both available and affordable to LMI families; and

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

A part of Lot 1 of the Auditor's Subdivision of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 34, T91-N, R-37-W of the 5th P.M., Buena Vista County, Iowa, and being more fully described as follows: Commencing at the Northeast (NE) Corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 34; thence on an assumed bearing of South 89°44'31" West, along the North line of said Southwest Quarter (SW $\frac{1}{4}$), 53.20 Feet; thence South 00°01'00" East, 692.67 Feet; thence North 89°59'51" West, 274.75 Feet to the point of beginning. Thence continuing North 89°59'51" West, 599.29 Feet to the East line of Proposed Witter Street; thence South 00°01' East, along the East line of Proposed Witter Street, 608.53 Feet to the North line of West 10th Street; thence North 89°55'48" East, along the North line of West 10th Street, 607.76 Feet; thence North 00°48'53" West, 607.82 Feet to the point of beginning. The above-described parcel contains 8.43 acres and is subject to all easements of record.

And

All of the West 10th Street right-of-way in Storm Lake, Iowa lying south of and adjacent to the above-described real estate.

WHEREAS, City staff has caused there to be prepared a form of Plan, a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to form the LMI No. 5 Housing Urban

Renewal Area suitable for the development of low and moderate income residential housing units and to include a list of proposed projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, the Iowa statutes require the City Council to submit the proposed LMI No. 5 Housing Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed LMI No. 5 Housing Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed LMI No. 5 Housing Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed LMI No. 5 Housing Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed LMI No. 5 Housing Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 13th day of September, 2016, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 3:10 P.M., and the Assistant City Manager, or her delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed LMI No. 5 Housing Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF STORM LAKE, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED LMI NO. 5 HOUSING URBAN RENEWAL PLAN
FOR THE CITY OF STORM LAKE, STATE OF IOWA

The City of Storm Lake, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 3:10 P.M. on September 13, 2016, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa concerning a proposed LMI No. 5 Housing Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Assistant City Manager, or her delegate, as the designated representative of the City of Storm Lake, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed LMI No. 5 Housing Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2016.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed LMI No. 5 Housing Urban Renewal Plan before the City Council at its meeting which commences at 5:00 P.M. on October 3, 2016, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Storm Lake Times, once on a date not less than four (4) nor more than twenty (20)

days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED LMI NO. 5 HOUSING URBAN RENEWAL
PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE
CITY OF STORM LAKE, STATE OF IOWA

The City Council of the City of Storm Lake, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:00 P.M. on October 3, 2016 in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, to consider adoption of a proposed LMI No. 5 Housing Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Storm Lake, State of Iowa, legally described as follows:

A part of Lot 1 of the Auditor's Subdivision of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 34, T91-N, R-37-W of the 5th P.M., Buena Vista County, Iowa, and being more fully described as follows: Commencing at the Northeast (NE) Corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 34; thence on an assumed bearing of South 89°44'31" West, along the North line of said Southwest Quarter (SW $\frac{1}{4}$), 53.20 Feet; thence South 00°01'00" East, 692.67 Feet; thence North 89°59'51" West, 274.75 Feet to the point of beginning. Thence continuing North 89°59'51" West, 599.29 Feet to the East line of Proposed Witter Street; thence South 00°01' East, along the East line of Proposed Witter Street, 608.53 Feet to the North line of West 10th Street; thence North 89°55'48" East, along the North line of West 10th Street, 607.76 Feet; thence North 00°48'53" West, 607.82 Feet to the point of beginning. The above-described parcel contains 8.43 acres and is subject to all easements of record.

And

All of the West 10th Street right-of-way in Storm Lake, Iowa lying south of and adjacent to the above-described real estate.

which land is to be included as part of this proposed Urban Renewal Area.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Storm Lake, Iowa.

The City of Storm Lake, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to stimulate, through public involvement and commitment, private investment in low and moderate

income residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2016.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 5. That the proposed LMI No. 5 Housing Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed LMI No. 5 Housing Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed LMI No. 5 Housing Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 6th day of September, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

EXHIBIT 1

LMI NO. 5 HOUSING URBAN RENEWAL PLAN

for the

LMI NO. 5 HOUSING URBAN RENEWAL AREA

STORM LAKE, IOWA

October 2016

SIMMERING-CORY, INC.

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- A. INTRODUCTION
- B. DESCRIPTION OF THE URBAN RENEWAL AREA
- C. AREA DESIGNATION
- D. BASE VALUE
- E. DEVELOPMENT PLAN
- F. RESIDENTIAL DEVELOPMENT
- G. PLAN OBJECTIVES
- H. TYPE OF RENEWAL ACTIVITIES
- I. ELIGIBLE URBAN RENEWAL PROJECTS
- J. FINANCIAL INFORMATION
- K. URBAN RENEWAL FINANCING
- L. PROPERTY ACQUISITION/DISPOSITION
- M. RELOCATION
- N. STATE AND LOCAL REQUIREMENTS
- O. AGRICULTURAL LAND
- P. SEVERABILITY
- Q. PROPERTY WITHIN AN URBAN REVITALIZATION AREA
- R. URBAN RENEWAL PLAN AMENDMENTS
- S. EFFECTIVE PERIOD

EXHIBITS

- A. LEGAL DESCRIPTION OF LMI NO. 5 URBAN RENEWAL AREA
- B. LMI NO. 5 URBAN RENEWAL AREA MAPS

Urban Renewal Plan

LMI No. 5 Housing Urban Renewal Area

City of Storm Lake, Iowa

A. INTRODUCTION

The LMI No. 5 Housing Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the LMI No. 5 Housing Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials respond to and promote economic development in the City of Storm Lake, Iowa (the “City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new low and moderate income (LMI) housing and residential development as defined in the *Code of Iowa* Section 403.17(12).

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” The land is currently undeveloped and being used for agricultural purposes, but is not “agricultural land” as that term is defined in *Code of Iowa* Section 403.17(3). This property has never been residential in nature nor part of a residential housing development.

The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City of Storm Lake will designate this Urban Renewal Area as an economic development area that is appropriate for the development of LMI residential housing units.

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted, and debt is certified prior to December 1, 2016, the taxable valuation as of January 1, 2015, will be considered the frozen “base valuation.” If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2016, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. DEVELOPMENT PLAN

Storm Lake has a general plan for the physical development of the City as a whole, outlined in the Comprehensive Plan – Storm Lake 2030, adopted by the City in 2013. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformity with the goals, objectives, and recommendations identified in Comprehensive Plan – Storm Lake 2030.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process. Currently the Area is zoned as R-2, Low Medium Density Residential. Multi-family residential, as proposed, is an allowable use in the R-2 district. The City doesn't anticipate any change in zoning as a result of the proposed development.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, is set forth in this Plan. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. RESIDENTIAL DEVELOPMENT

The City's objective in the Urban Renewal Area is to promote new LMI housing and residential development.

The City realizes that the availability of affordable housing is an important component of attracting new business and industry as well as in retaining existing businesses.

There are currently a limited number of housing opportunities in the community that are both available and affordable to LMI families.

A number of community-wide forums were held in 2012 as part of the City's comprehensive planning process. In all of the meetings and discussions that occurred at the forums, a lack of housing opportunities emerged as the top issue in the community. The general consensus of those attending the forums included:

- Storm Lake has serious housing issues, including a shortage of supply, high rents, and very little for-sale inventory.
- Due to the extreme housing shortage in Storm Lake, neighboring communities provide housing for Storm Lake's workforce.
- Several local industries wrote letters to the City documenting their difficulties in recruiting employees due to their lack of available housing opportunities in the community.

As noted in the City's adopted Comprehensive Plan, "The availability of housing continues to be a concern for the community. Occupancy rates continue to be high. As with single-family homes, the City's multi-family units are also aging and there are insufficient units to meet demand."

Since 2012, the community has seen the development of two new multi-family housing projects that provided more than 80 residential units for LMI families and/or individuals; however, the demand remains consistent. These complexes have waiting lists of 70-100 people.

In order to help stimulate the development of new affordable housing opportunities, one of the City's overall priorities is to investigate and pursue funding options to provide financial support for new residential development.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new LMI residential development within the Area. More specific objectives for development within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may, in turn, attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Storm Lake.
2. To stimulate through public action and commitment, private investment in new LMI affordable housing and residential development. The City realizes that the availability of decent, safe, and sanitary housing is important in enhancing the economic viability of the community.
3. To plan for and provide sufficient land for LMI residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To provide for the installation and upgrade of public works, infrastructure, and related facilities in support of new LMI housing development.
5. To encourage residential growth and expansion through governmental policies which make it economically feasible to do business.
6. To provide a more marketable and attractive investment climate.
7. To improve the housing conditions and increase housing opportunities for LMI families and/or individuals.
8. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

H. TYPE OF RENEWAL ACTIVITIES

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

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure, including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, water mains, sanitary sewers, storm sewers, public utilities, or other facilities in connection with urban renewal projects.
3. To provide for the construction of site specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
4. To finance programs or projects which will directly benefit housing conditions, promote the availability of housing affordable to LMI persons, and/or increase the availability of housing opportunities for residents.
5. To make loans, forgivable loans, tax rebate payments, or other types of grants or incentives to private persons or businesses for economic development purposes or residential projects, on such terms as may be determined by the City Council.
6. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
7. To use tax increment revenues to help leverage grants, loans, or other assistance from the state and federal governments (such as providing the local match for such assistance) in support of projects or businesses that advance the objectives of this Plan.
8. To borrow money and to provide security therefor.
9. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.
10. To acquire property and to hold, clear, or prepare the property for redevelopment.
11. To dispose of property so acquired.
12. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Storm Lake and the State of Iowa.

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

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the Eligible Urban Renewal Projects under this Urban Renewal Plan include:

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

A. *MBL Development Co. (or a related entity):* The City expects to consider providing incentives to assist MBL Development Co. (or a related entity), to construct a new approximately sixty-unit, three-story apartment building. It is anticipated that the development will include a combination of one, two, and three bedroom units, all of which are expected to be available for LMI families and/or individuals. The residential units are expected to be occupied by families whose incomes are at or below 60% of the Buena Vista County median income, in accordance with the eligibility requirement for housing under Section 42 of the Internal Revenue Code. The units will also be affordable for LMI individuals or families according to the rules set forth under Chapter 403 of the *Code of Iowa* as families, including single person households, who earn no more than 80% of the higher of the median family income of Buena Vista County or the State-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines. In addition, the developer is proposing to construct a basketball court, playground, and pavilion for the recreational use of residents. Overall project costs are expected to be approximately \$7,100,000. MBL Development Co. anticipates construction of the project to occur in 2017-2019. The City expects to provide assistance to the developer in the form of rebates of incremental taxes generated by the project, not to exceed \$445,000. In addition, the City expects to provide MBL Development Co. (or a related entity) a \$90,000 grant at the completion of construction to offset costs of water and sewer connections. The total amount of incentives will not exceed \$535,000.

B. *Future Development Agreements:* The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including, but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such Development Agreements will not exceed \$250,000 - \$500,000.

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

Project	Estimated Date	Estimated Cost
Fees and Costs	Undetermined	Not to Exceed \$50,000

J. FINANCIAL INFORMATION

1.	July 1, 2016, Constitutional Debt Limit	\$24,083,708
2.	Current Outstanding General Obligation Debt	\$18,102,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$835,000 – 1,085,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

K. URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

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

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public

improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Storm Lake. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

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

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

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

M. RELOCATION

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

N. STATE AND LOCAL REQUIREMENTS

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

O. AGRICULTURAL LAND

Because this Area does not contain land defined as “agricultural land” pursuant to *Code of Iowa* Section 403.17(3), no agricultural landowner consents are required.

P. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban

Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

Q. PROPERTY WITHIN AN URBAN REVITALIZATION AREA

The Urban Renewal Area may (now or in the future) also be located within an established Urban Revitalization Area. The Storm Lake City Council, at its sole discretion, shall determine which incentives are available through either: (a) this Plan, for urban renewal incentives, if any urban renewal incentives are offered by the City; or (b) tax abatement incentives through Urban Revitalization; or (c) a combination of these incentives.

R. URBAN RENEWAL PLAN AMENDMENTS

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

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

S. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council.

With respect to property included within the Area, which is also included in an ordinance which designates that property as a tax increment area and is designated based on an economic development finding to provide or to assist in the provision of a new LMI housing and residential development, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to twenty (20) years, beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area.

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

EXHIBIT A

LEGAL DESCRIPTION OF LMI NO. 5 URBAN RENEWAL AREA

LEGAL DESCRIPTION:

A part of Lot 1 of the Auditor's Subdivision of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 34, T91-N, R-37-W of the 5th P.M., Buena Vista County, Iowa, and being more fully described as follows: Commencing at the Northeast (NE) Corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 34; thence on an assumed bearing of South 89°44'31" West, along the North line of said Southwest Quarter (SW $\frac{1}{4}$), 53.20 Feet; thence South 00°01'00" East, 692.67 Feet; thence North 89°59'51" West, 274.75 Feet to the point of beginning. Thence continuing North 89°59'51" West, 599.29 Feet to the East line of Proposed Witter Street; thence South 00°01' East, along the East line of Proposed Witter Street, 608.53 Feet to the North line of West 10th Street; thence North 89°55'48" East, along the North line of West 10th Street, 607.76 Feet; thence North 00°48'53" West, 607.82 Feet to the point of beginning. The above-described parcel contains 8.43 acres and is subject to all easements of record.

And

All of the West 10th Street right-of-way in Storm Lake, Iowa lying south of and adjacent to the above-described real estate.

EXHIBIT B

MAP OF LMI NO. 5 URBAN RENEWAL AREA MAPS



EXHIBIT B

MAP OF LMI NO. 5 URBAN RENEWAL AREA MAPS

