

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
MAY 2, 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 the Civil Service Patrol Officer Hiring Eligibility List
 - D. Motion Authorizing A Noise Variance For A Private Event
 - E. Motion Authorizing a Noise Variance for the Gisch / Elder Wedding Event
 - F. Motion Authorizing a Noise Variance for the 2016 Beaver Block Party
3. Iowa Great Lakes Corridor Quarterly Council Update
4. Resolution No. 123-R-2015-2016 Approving Bids for the 2016 Erie Street CDBG Stormwater Project
5. Resolution No. 124- R-2015-2016 Setting a Public Hearing on the Vacation of a Segment of N. Seneca Street Right of Way North of East 13th Street and East of, and Adjacent to, Fitzpatrick Brother's Addition to Storm Lake, Iowa
6. Resolution No. 125-R-2015-2016 Approving Minimum Development Requirements, Determining Proposal for Offer to Buy Real Estate, and Soliciting Competing Proposals
7. Resolution No. 126-R-2015-2016 Fixing Date for a Public Hearing on the Proposal to Enter into a First Amendment to the Development Agreement with Storm Lake Affordable Partners, LLC.
8. Resolution No. 127-R-2015-2016 Fixing Date for a Public Hearing on the Proposal to Enter Into A Development Agreement with Storm Lake Development Group LLC.
9. 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

5/2/2016

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: Sue Vossberg, 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 April 18, 2016 City Council Minutes
- Approve outdoor service area for Puff's on May 7, 2016
- Approve the Civil Service Patrol Officer Hiring Eligibility List (see attached staff summary)
- Approve noise variance for Ramiro Martinez on Saturday, May 14, 2016 between the hours of 3:00pm and 12:00am at 820 Vestal Street (see attached staff summary)
- Approve noise variance for wedding event on Saturday, August 13, 2016 between the hours of 3:30pm and 12:00am in Chautauqua Park Shelter House (see attached staff summary)
- Approve noise variance for the 2016 Beaver Block Party scheduled for Saturday, May 7, 2016 between the hours of 7:00pm and 10:00pm on the BVU Campus (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$920,816.95
- King's Pointe Bills - \$135,498.07
- Sunrise Pointe Golf Course Bills - \$4,377.30

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ List of Bills - King's Pointe & Sunrise Pointe	Permit

City of Storm Lake
620 Erie Street PO Box 1086
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Checks for Approval Report

From: 04/19/16 To 05/02/16
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00553.04.2016 Aflac Pretax	75.32
AFLAC	PR Batch 00553.04.2016 Aflac After tax	50.21
AFLAC	PR Batch 00554.04.2016 Aflac Pretax	457.22
AFLAC	PR Batch 00554.04.2016 Aflac After tax	99.12
City of Storm Lake	PR Batch 00554.04.2016 Dental employee/child	6.00
City of Storm Lake	PR Batch 00554.04.2016 Dental insurance employee c	18.72
City of Storm Lake	PR Batch 00554.04.2016 Dental employee/spouse	14.91
City of Storm Lake	PR Batch 00554.04.2016 Dental insurance family	81.18
City of Storm Lake	PR Batch 00554.04.2016 125 Flexible Benefits	629.12
City of Storm Lake	PR Batch 00554.04.2016 Flex- Child Care	161.54
City of Storm Lake	PR Batch 00554.04.2016 Health Insurance Family	1,709.03
City of Storm Lake	PR Batch 00554.04.2016 Health Insurance Single	376.55
City of Storm Lake	PR Batch 00553.04.2016 Dental insurance employee c	1.13
City of Storm Lake	PR Batch 00553.04.2016 Dental employee/spouse	11.55
City of Storm Lake	PR Batch 00553.04.2016 Dental insurance family	29.34
City of Storm Lake	PR Batch 00553.04.2016 125 Flexible Benefits	161.66
City of Storm Lake	PR Batch 00553.04.2016 Flex- Child Care	62.50
City of Storm Lake	PR Batch 00553.04.2016 Health Insurance Family	597.20
City of Storm Lake	PR Batch 00553.04.2016 Health Insurance Single	24.00
Collection Services Center	PR Batch 00553.04.2016 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00554.04.2016 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00554.04.2016 Cancer Pre Tax Insurance	41.04
EFTPS	PR Batch 00554.04.2016 Federal Income Tax	9,050.56
EFTPS	PR Batch 00554.04.2016 FICA Employee Portion	3,693.63
EFTPS	PR Batch 00554.04.2016 FICA Employer Portion	3,693.63
EFTPS	PR Batch 00554.04.2016 Medicare Employee Portion	1,332.74
EFTPS	PR Batch 00554.04.2016 Medicare Employer Portion	1,332.74
EFTPS	PR Batch 00553.04.2016 Federal Income Tax	4,239.81
EFTPS	PR Batch 00553.04.2016 FICA Employee Portion	1,698.56
EFTPS	PR Batch 00553.04.2016 FICA Employer Portion	1,698.56
EFTPS	PR Batch 00553.04.2016 Medicare Employee Portion	489.81
EFTPS	PR Batch 00553.04.2016 Medicare Employer Portion	489.81
ESTRADA JOE	Refund Check	93.50
HADLEY JOSHUA	Refund Check	281.47
ICMA Retirement Trust 457	PR Batch 00553.04.2016 ICMA	625.00
ICMA Retirement Trust 457	PR Batch 00553.04.2016 ICMA City Paid	550.01
ICMA Retirement Trust 457	PR Batch 00553.04.2016 ICMA City paid for Police	436.17
ICMA Retirement Trust 457	PR Batch 00554.04.2016 ICMA	1,585.00
Iowa Public Employees	PR Batch 00554.04.2016 IPERS	3,348.12
Iowa Public Employees	PR Batch 00554.04.2016 IPERS City Share	5,024.86
Iowa Public Employees	PR Batch 00553.04.2016 IPERS	1,343.95
Iowa Public Employees	PR Batch 00553.04.2016 IPERS City Share	2,017.06
ITT Hartford AMS RPVA	PR Batch 00553.04.2016 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00554.04.2016 457 Hartford	225.00
JACKSON JOSEPH	Refund Check	4.98
JACKSON JOSEPH	Refund Check	8.81
JACKSON JOSEPH	Refund Check	3.55
JACKSON JOSEPH	Refund Check	0.35
JACKSON JOSEPH	Refund Check	1.67
LAR AYE	Refund Check	77.71
MENINZOR MIHDA	Refund Check	7.10
MENINZOR MIHDA	Refund Check	10.31
MENINZOR MIHDA	Refund Check	2.36
MENINZOR MIHDA	Refund Check	0.50
MENINZOR MIHDA	Refund Check	1.11
Muni Fire/Police Retire	PR Batch 00553.04.2016 Muni Police/Fire Pension	544.93
Muni Fire/Police Retire	PR Batch 00553.04.2016 Muni Police/Fire Pension Ci	1,609.87

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Muni Fire/Police Retire	PR Batch 00554.04.2016 Muni Police/Fire Pension	2,808.32
Muni Fire/Police Retire	PR Batch 00554.04.2016 Muni Police/Fire Pension Ci	8,296.48
Teamsters Local Union 554	PR Batch 00554.04.2016 Union Dues	168.50
Treasurer State Of Iowa	PR Batch 00554.04.2016 State Income Tax	3,478.54
Treasurer State Of Iowa	PR Batch 00553.04.2016 State Income Tax	1,710.73
WOMENS CAREER WEAR	Refund Check	160.00

UNAVAILABLE

Department Total = 67,400.15

Police Department

Central Iowa Distributing, Inc	Cleaning Supplies	246.70
City of Storm Lake	Health Ins Allocations May2016	21,730.65
Edwards Storm Lake	Spot Light Repairs P-4	55.65
Graham Tire	Tire Repairs P-5	343.60
Hy-Vee, Inc	Supplies	25.14
Hy-Vee, Inc	Supplies	25.14
Mangold Environmental Testing	Shipping	20.99
Mangold Environmental Testing	Shipping	7.14
Mangold Environmental Testing	Shipping	7.37
Martin's Flag Co., Inc.	Flags	113.89
MidAmerican Energy Company	Electric Service Feb/Mar 2016	696.23
Phillips & Phillips Trucking	Serviced P-3	480.88
Principal Life Ins Co	Insurance Premium May 2016	2,115.79
Prosser Mark	Mason City Council Meeting- Mason City- Prosser	73.44
Prosser Mark	ILEA Training- Des Moines- Prosser	81.00
Reserve Account	Postage Apr 19, 2016	181.87
Stanard & Associates	Testing for New Officer	69.00
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	32,006.52
Storm Lake Bakery	Meeting Supplies	23.05
Wal Mart #01-1526	Cable Ties	2.27
Wal Mart #01-1526	Phone Charges & Lighting	29.52
Wal Mart #01-1526	Supplies	1.94
Wal Mart #01-1526	Supplies	7.97
Wal Mart #01-1526	Supplies	8.96
Wal Mart #01-1526	Supplies Returned	-8.96
Wal Mart #01-1526	Supplies	19.98

Police Department

Department Total = 58,365.73

Park Ranger

Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	311.77
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Park Ranger

Department Total = 311.77

Emergency Management

Radio Communications Systems Co	Tornado Siren Repairs (Emerald Park)- Less Tax	109.63
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Emergency Management

Department Total = 109.63

Fire Department

A & A Automotive	Batteries (2) 11-77	279.94
City of Storm Lake	Health Ins Allocations May2016	1,995.89
Electronic Engineering	Chargers (2)	115.00
Feld Equipment Company, Inc Ed M	Seal	198.00
Feld Equipment Company, Inc Ed M	Boots	173.00

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Heiman Inc	Oxygen Sensor	216.10
Nomad Travel Agency	Air Travel to Fire Chief's Conference- Jones	411.00
Principal Life Ins Co	Insurance Premium May 2016	180.40
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection	380.75
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	60,816.65

Fire Department	Department Total =	64,766.73
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Building Official

City of Storm Lake	Health Ins Allocations May2016	1,970.82
Principal Life Ins Co	Insurance Premium May 2016	137.87
Reserve Account	Postage Apr 19, 2016	171.55
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	1,623.57

Building Official	Department Total =	3,903.81
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Police Special Revenues

Hy-Vee, Inc	DARE Supplies	10.14
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Police Special Revenues	Department Total =	10.14
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Crime Prevention

King's Pointe Resort	Coffee with a Cop 4/13/2016	54.00
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Crime Prevention	Department Total =	54.00
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Roadway Maintenance

Arnold Motor Supply, LLP	Supplies	2.89
Arnold Motor Supply, LLP	Fuel Cap	11.18
Barco Municipal Products Inc	Barricades	1,137.39
Bomgaars Supply, Inc	PVC Boot	29.99
Bomgaars Supply, Inc	Measuring Wheel	49.99
Bomgaars Supply, Inc	PVC Pipe	104.85
Bomgaars Supply, Inc	Storage Tank	409.99
Bomgaars Supply, Inc	Storage Tank Returned	-409.99
Bomgaars Supply, Inc	Storage Tank	329.99
Central Iowa Distributing, Inc	Cleaning Supplies	130.00
City of Storm Lake	Health Ins Allocations May2016	7,331.63
City of Storm Lake	Serviced #16	84.68
General Traffic Controls Inc	Traffic Signal Repairs	926.25
Hallett Materials	Cold Mix	1,139.70
Hunzelman Putzier Company	FY2015 Audit through 4/21/2016 (Final)	284.50
Menards	Supplies	88.53
MidAmerican Energy Company	Electric Service Feb/Mar 2016	451.11
Principal Life Ins Co	Insurance Premium May 2016	466.33
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection	100.80
Seiler Plumbing & Heating Inc	Faucet	20.00
Stille Pierce & Pertzborn	April 2016 Cyber Liability Insurance Renewal	4,548.51
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	11,409.54

Roadway Maintenance	Department Total =	28,647.86
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Street Lighting

MidAmerican Energy Company	Electric Service Feb/Mar 2016	12,757.91
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Street Lighting

Department Total = 12,757.91

Snow Removal

City of Storm Lake	Health Ins Allocations May2016	2,072.34
Principal Life Ins Co	Insurance Premium May 2016	137.09
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	4,377.35

Snow Removal

Department Total = 6,586.78

Airport

Bart's Flying Service	Airport Contract April 2016	4,963.75
Ferguson Enterprises Inc	Supplies	27.70
Iowa Dept of Agriculture & Land Stewardship	FY2017 Commerical Meter Licence Fee	9.00
Iowa Lakes Regional Water	Water Service	62.41
MidAmerican Energy Company	Electric Service Feb/Mar 2016	661.12
Reserve Account	Postage Apr 19, 2016	13.58
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection	125.00
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	418.48

Airport

Department Total = 6,281.04

Transit

Regional Transit Authority	3rd Qtr FY2016 Rides	287.00
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Transit

Department Total = 287.00

Library

Baker & Taylor, Inc	Books	25.75
Baker & Taylor, Inc	Books	14.25
Barnes & Noble Booksellers, Inc	Books	58.32
Brodart Co	Books	35.04
Buena Vista Stationery & Print Inc	Labels	9.25
Central Iowa Distributing, Inc	Cleaning Supplies	134.50
City of Storm Lake	Health Ins Allocations May2016	4,687.74
Custodian of Petty Cash Kim Mehlenbacher	March 2016 Postage	263.99
Ingram Library Services, Inc	Books	13.31
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	10.84
Ingram Library Services, Inc	Books	13.33
Ingram Library Services, Inc	Books	17.34
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	11.03
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	17.48
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	16.22
Ingram Library Services, Inc	Books	16.78
JNB Acquisition Corporation	Copier Maintenance Agreement	11.68
JNB Acquisition Corporation	Copier Maintenance Agreement	7.38
MidAmerican Energy Company	Electric Service Feb/Mar 2016	670.49
Midwest Tape LLC	DVDs	44.99
Midwest Tape LLC	DVDs	22.99

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Midwest Tape LLC	DVDs	168.91
Midwest Tape LLC	DVDs	119.96
Midwest Tape LLC	DVDs	43.98
Midwest Tape LLC	DVDs	65.97
Principal Life Ins Co	Insurance Premium May 2016	194.47
Recorded Books LLC	CDs	36.00
Reserve Account	Postage Apr 19, 2016	7.54
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection 2016	35.00
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	344.96
Turnquist Laura	Homebound Delivery Mileage- March 2016	10.80
Wede's Lock Service Joe	Service Call Witter Gallery Door Lock	265.00

Library	Department Total =	7,494.87
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Band

Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	23.33
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Band	Department Total =	23.33
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Parks Department

Alta Implement Company Inc	Belts (2)	50.27
Arnold Motor Supply, LLP	Oil & Air Filters	97.64
Arnold Motor Supply, LLP	Oil & Air Filters	17.18
Arnold Motor Supply, LLP	Oil & Air Filters	37.46
Arnold Motor Supply, LLP	Oil Filters- New Holland	14.52
Arnold Motor Supply, LLP	Oil Filter	7.26
Bomgaars Supply, Inc	Cable Block	6.79
Bomgaars Supply, Inc	Batteries	29.98
City of Storm Lake	Health Ins Allocations May2016	1,978.19
City of Storm Lake	Tierod End #92	56.40
Graham Tire	Tire Repairs	42.32
MidAmerican Energy Company	Electric Service Feb/Mar 2016	424.04
Principal Life Ins Co	Insurance Premium May 2016	196.34
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	6,234.76
Storm Lake Hydraulics Co Inc	Hyd Hose for Toolcat	33.94
Storm Lake Hydraulics Co Inc	Hyd Hose for Toolcat	40.62
Turfwerks	Wheel Bolt	37.53

Parks Department	Department Total =	9,305.24
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Golf Course

Arnold Motor Supply, LLP	Oil Seal	5.90
Arnold Motor Supply, LLP	Oil & Air Filters	47.15
Arnold Motor Supply, LLP	Supplies	1.96
Arnold Motor Supply, LLP	Supplies	2.88
Arnold Motor Supply, LLP	Fittings & Bearings	11.41
Bomgaars Supply, Inc	Plugs & Pipe Thread	8.76
Bomgaars Supply, Inc	Bucket, Kerosene Can, & Flashlight	29.46
Bomgaars Supply, Inc	Point & Brush	5.08
Bomgaars Supply, Inc	Spray Paint	4.79
Bomgaars Supply, Inc	Keys	31.89
City of Storm Lake	Health Ins Allocations May2016	1,120.86
Fastenal Company	Supplies	43.79
Ferguson Enterprises Inc	Plug	1.14
MidAmerican Energy Company	Electric Service Feb/Mar 2016	167.63
Principal Life Ins Co	Insurance Premium May 2016	87.14

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Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	587.93
Golf Course		Department Total = 2,157.77
Campgrounds		
Bomgaars Supply, Inc	Bolts	14.83
City of Storm Lake	Health Ins Allocations May2016	373.62
Crescent Electric Supply Co	Batteries & Wire	83.60
Graham Tire	Tire Repairs	31.08
Keller Ken	Water Heater Replacement	538.42
MidAmerican Energy Company	Electric Service Feb/Mar 2016	88.74
Principal Life Ins Co	Insurance Premium May 2016	29.05
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	1,137.25
Campgrounds		Department Total = 2,296.59
UNAVAILABLE		
MidAmerican Energy Company	Electric Service Feb/Mar 2016	502.89
UNAVAILABLE		Department Total = 502.89
UNAVAILABLE		
Stille Pierce & Pertzborn	April 2016 Insurance Renewal	2,763.00
UNAVAILABLE		Department Total = 2,763.00
Awaysis		
Piper Jaffray Inc	Financial Advisory Service- 2016A Refinancing	6,875.00
Piper Jaffray Inc	Financial Advisory Service- 2016A Refinancing	6,875.00
Awaysis		Department Total = 13,750.00
Shelter House		
MidAmerican Energy Company	Electric Service Feb/Mar 2016	171.42
Shelter House		Department Total = 171.42
Hotel Operations		
Stille Pierce & Pertzborn	April 2016 Property & Inland Marine Ins Renewal	35,160.00
Stille Pierce & Pertzborn	April 2016 Cyber Liability Inusrance Renewal	4,548.51
Hotel Operations		Department Total = 39,708.51
Dohrman Trust		
Century Business Products,Inc	Copier Maintenance Agreement (Partial)	15.00
Dohrman Trust		Department Total = 15.00
Economic Develop		
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	150.17

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Economic Develop

Department Total = 150.17

Dredging

City of Storm Lake	Health Ins Allocations May2016	284.32
Lake Improvement Commission	3rd Quarter Hotel/Motel Tax Distribution	13,783.32
Principal Life Ins Co	Insurance Premium May 2016	20.27
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	14,396.19

Dredging

Department Total = 28,484.10

Convention/Visitor's Bureau

Storm Lake United	3rd Quarter FY2016 Hotel/Motel Tax Disbursement	41,349.95
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Convention/Visitor's Bureau

Department Total = 41,349.95

Mayor, Council, Manager

City of Storm Lake	Health Ins Allocations May2016	22.30
Principal Life Ins Co	Insurance Premium May 2016	49.98
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	79.12

Mayor, Council, Manager

Department Total = 151.40

Policy & Administration

City of Storm Lake	Health Ins Allocations May2016	1,431.69
Principal Life Ins Co	Insurance Premium May 2016	81.82
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	143.89

Policy & Administration

Department Total = 1,657.40

City Hall Building

Central Iowa Distributing, Inc	Cleaning Supplies	327.31
MidAmerican Energy Company	Electric Service Feb/Mar 2016	348.18
Steve's Window Svc	Window Cleaning Service	37.00
Wal Mart #01-1526	Supplies	13.58

City Hall Building

Department Total = 726.07

Tort Liability

Stille Pierce & Pertzborn	April 2016 Insurance Renewal	90,082.66
Stille Pierce & Pertzborn	April 2016 Property Insurance Renewal (OWP)	9,552.00
Stille Pierce & Pertzborn	April 2016 Property Insurance Renewal (Cottages)	1,520.00
Stille Pierce & Pertzborn	April 2016 Golf Course Liquor Liability Insurance Re	1,095.85
Stille Pierce & Pertzborn	April 2016 Special Event Liability Insurance Renewal	2,237.15
Stille Pierce & Pertzborn	April 2016 Cyber Liability Insurance Renewal	3,745.83

Tort Liability

Department Total = 108,233.49

Other Policy & Administration

Hill Jane	2016 Iowa Employment Training & Benefits/Wellness	70.58
Hunzelman Putzier Company	FY2015 Audit through 4/21/2016 (Final)	1,422.50
League of Nebraska Municipalities	Advertising- Finance Director	47.85
Patrick James H	NW IA Planning Meeting- Spencer- Patrick	41.04

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Reserve Account	Postage Apr 19, 2016	109.87
Wal Mart #01-1526	Supplies	46.73

Other Policy & Administration	Department Total =	1,738.57
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Water Administration

City of Storm Lake	Health Ins Allocations May2016	3,007.06
Hill Jane	2016 Iowa Employment Training & Benefits/Wellness	70.57
Hunzelman Putzier Company	FY2015 Audit through 4/21/2016 (Final)	284.50
Inquirehire	Background Check	29.50
Principal Life Ins Co	Insurance Premium May 2016	185.71
Reserve Account	Postage Apr 19, 2016	11.44
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	696.43
Stille Pierce & Pertzborn	April 2016 Cyber Liability Insurance Renewal	4,816.06

Water Administration	Department Total =	9,101.27
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Water Plant

Bomgaars Supply, Inc	Hose Clamps & Adapters	19.53
Bomgaars Supply, Inc	Hinge HASP	18.99
Bomgaars Supply, Inc	Adapters	36.04
Bomgaars Supply, Inc	Hypo Room Supplies	53.24
Bomgaars Supply, Inc	Air Compressor & Wrenches	502.75
Bomgaars Supply, Inc	Buckets & Gloves	75.88
Chicago Central & Pacific	Water Pipe Easement FY2016	100.00
City of Storm Lake	Health Ins Allocations May2016	4,756.30
Crescent Electric Supply Co	Conduit, Connectors, & Junction Boxes	272.64
Crescent Electric Supply Co	Straight Connections	103.41
D.M.G. Inc	Motor Repairs	120.00
D.M.G. Inc	Motor Repairs- Less Tax	270.00
Fastenal Company	Slaker Rehab	104.06
Fastenal Company	Slaker Rehab	61.29
Fastenal Company	Supplies	8.47
Fastenal Company	Supplies	19.23
Fastenal Company	Check Valves	25.14
Ferguson Enterprises Inc	Slaker Supplies	83.58
Hotsy Equipment Co	Power Washer	3,574.00
Larson Oil & Distributing Co, Inc	Oil	101.45
Mangold Environmental Testing	Bateria Collections	15.00
MidAmerican Energy Company	Electric Service Feb/Mar 2016	13,189.81
Mississippi Lime Company	Lime	4,744.30
Mississippi Lime Company	Lime	4,679.70
Mississippi Lime Company	Lime	4,856.40
Nasers Mitchell	Tarp Replacement for Side Dump	1,080.70
NCL of Wisconsin Inc	Lab Supplies	428.16
North Lake Truck Repair	Hose	35.34
Northern Safety Co, Inc	Gas Alert Micro Chip	606.73
PraxAir inc	Carbon Dioxide	886.60
Principal Life Ins Co	Insurance Premium May 2016	301.58
ProElect/Professional Electronics	Service Call- Door Call Box	544.00
Reinert Michael P	Oxygen Refill	21.00
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection	248.85
Sargent Drilling	Well Hose Piping	3,375.75
Seiler Plumbing & Heating Inc	Service Leak Repairs (1221 Erie)	626.72
Seiler Plumbing & Heating Inc	Plumbing Services at Water Plant	8,314.88
Stanley Mark	Grit Cart Repairs	225.25
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	8,076.58

Stille Pierce & Pertzborn	April 2016 Insurance Renewal	90,082.67
UPS Store The	Shipping	9.53
Utility Equipment Co	Air Cushioned Swing	3,908.66
Wal Mart #01-1526	Supplies	206.48
Wal Mart #01-1526	Supplies	16.97
Wal Mart #01-1526	Supplies	158.05
Wal Mart #01-1526	Clip Boards, Staplers, Pads, & Pens	63.31
Wede's Lock Service Joe	Well 20 Service Call	125.00

Water Plant **Department Total =** 157,134.02

Water Distribution

Arnold Motor Supply, LLP	Brake Clean & Supplies	25.08
Bomgaars Supply, Inc	Lights & Impact Wrench	285.97
Bomgaars Supply, Inc	Drill Bits & Tape Measure	49.14
Bomgaars Supply, Inc	Hose Clamp & PTO Pins	29.55
Bomgaars Supply, Inc	Shelf Brackets, Fasteners, & Spotlight	79.95
Bomgaars Supply, Inc	Hose Clamps, Bushings, & Adapters	92.46
Brown Supply Company	Couplings	523.92
City of Storm Lake	Health Ins Allocations May2016	1,415.53
Fastenal Company	Ratchet Supplies	49.48
Gongol & Assoc DJ	Portable Pump	1,879.00
MidAmerican Energy Company	Electric Service Feb/Mar 2016	60.71
Principal Life Ins Co	Insurance Premium May 2016	122.67
Reinert Michael P	Aluminum Supplies	74.20
Reinert Michael P	Tube for Trailer	25.00
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	3,133.84
Trans Iowa Equipment LLC	Craw, Poles, Chopper & Spoon	738.01
Underground Location Company	Locates	57.20

Water Distribution **Department Total =** 8,641.71

Water Meters

Bomgaars Supply, Inc	Battery, Spotlight, Drill	359.97
Bomgaars Supply, Inc	Fasteners, Storage Hooks, & Ladder	70.07
City of Storm Lake	Health Ins Allocations May2016	1,127.10
Municipal Supply, Inc.	Smartpoint Meters	5,682.12
Principal Life Ins Co	Insurance Premium May 2016	53.66
Reinert Michael P	Aluminum Supplies	135.00
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	1,848.26

Water Meters **Department Total =** 9,276.18

Wastewater Administration

City of Storm Lake	Health Ins Allocations May2016	2,997.46
Hill Jane	2016 Iowa Employment Training & Benefits/Wellness	70.57
Hunzelman Putzier Company	FY2015 Audit through 4/21/2016 (Final)	284.50
Inquirehire	Background Check	29.50
Principal Life Ins Co	Insurance Premium May 2016	185.64
Reserve Account	Postage Apr 19, 2016	11.44
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	694.39
Stille Pierce & Pertzborn	April 2016 Cyber Liability Insurance Renewal	4,816.06

Wastewater Administration **Department Total =** 9,089.56

Wastewater Treatment Plant

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

Checks for Approval Report

From: 04/19/16 To 05/02/16
User: tyler.gibbins

Acuity Speciality Products, Inc	Zep Aero DZ	211.04
Arnold Motor Supply, LLP	Oil	5.02
Bomgaars Supply, Inc	Battery & Core Returned	-92.99
Bomgaars Supply, Inc	Battery	72.99
Bomgaars Supply, Inc	Bags, Valves, Bags	142.74
Bomgaars Supply, Inc	Battery	6.99
Bomgaars Supply, Inc	Key	1.99
Bomgaars Supply, Inc	Transfer Pump & Supplies	433.31
Century Link	Phone Service- April 2016	187.15
City of Storm Lake	Replaced Water Line #74	31.20
City of Storm Lake	Health Ins Allocations May2016	4,732.44
Federal Express Corp	Shipping	8.95
Ferguson Enterprises Inc	Pump Parts	129.52
Foundation Analytical Laboratory Inc	Testing	430.00
Foundation Analytical Laboratory Inc	Testing	1,409.10
Hotsy Equipment Co	Supplies- Less Tax	296.74
MC2 Inc	Brackets	1,171.00
MidAmerican Energy Company	Electric Service Feb/Mar 2016	9,660.85
Principal Life Ins Co	Insurance Premium May 2016	348.37
Recycle Center Harold Rowley	Recycling	33.28
Recycle Center Harold Rowley	Recycling	25.48
Reding Gravel & Excavating Co., Inc	Rock	654.58
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection	378.80
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	7,155.00
Stille Pierce & Pertzborn	April 2016 Insurance Renewal	90,082.67
UPS Store The	Shipping	9.02

Wastewater Treatment Plant **Department Total =** 117,525.24

Wastewater Collection

City of Storm Lake	Health Ins Allocations May2016	1,415.53
Principal Life Ins Co	Insurance Premium May 2016	122.67
Rehab Systems Inc.	Jet/Vac Cleaning Sewer Lines	3,987.00
Rehab Systems Inc.	Jet/Vac Cleaning Sewer Lines	4,813.50
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	3,111.34
Underground Location Company	Locates	57.20

Wastewater Collection **Department Total =** 13,507.24

Landfill

City of Storm Lake	Health Ins Allocations May2016	469.58
Hunzelman Putzier Company	FY2015 Audit through 4/21/2016 (Final)	284.50
Inquirehire	Background Check	29.50
Principal Life Ins Co	Insurance Premium May 2016	21.40
Reserve Account	Postage Apr 19, 2016	5.71
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	32.81
Stille Pierce & Pertzborn	April 2016 Cyber Liability Insurance Renewal	2,140.47

Landfill **Department Total =** 2,983.97

Storm Water Administration

City of Storm Lake	Health Ins Allocations May2016	753.83
Hunzelman Putzier Company	FY2015 Audit through 4/21/2016 (Final)	284.50
ISWEP	SW Pollution Prevention Training Fee	175.00
Principal Life Ins Co	Insurance Premium May 2016	30.00

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

Checks for Approval Report

From: 04/19/16 To 05/02/16
User: tyler.gibbins

Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	64.28
Stille Pierce & Pertzborn	April 2016 Cyber Liability Inusrance Renewal	2,140.47

Storm Water Administration	Department Total =	3,448.08
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Storm Water Collection

Bomgaars Supply, Inc	Posts	257.40
Bomgaars Supply, Inc	Adapters, Hose, & Tape	61.86
Bomgaars Supply, Inc	Flags	69.94
City of Storm Lake	Health Ins Allocations May2016	660.57
Piper Jaffray Inc	Financial Advisory Service- 2016B Refinancing	5,250.00
Principal Life Ins Co	Insurance Premium May 2016	37.06
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	1,317.17

Storm Water Collection	Department Total =	7,654.00
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Street Cleaning

City of Storm Lake	Health Ins Allocations May2016	470.13
City of Storm Lake	Replaced Fluid & Filters #17F	138.14
Stille Pierce & Pertzborn	16-17 Worker's Comp Audit	1,209.42

Street Cleaning	Department Total =	1,817.69
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Insurance

Auxiant - Claims Account	4/25/2016 Claims	2,680.07
Auxiant - Claims Account	4/18/2016 Claims	7,692.18
Auxiant - Fixed Account	May 2016 Insurance Premium	16,559.92
Auxiant - Flex Account	4/13/2016 Flex Claims	281.14
Auxiant - Flex Account	4/20/2016 Flex	629.86

Insurance	Department Total =	27,843.17
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UNAVAILABLE

Wal Mart #01-1526	5K Supplies	14.94
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UNAVAILABLE	Department Total =	14.94
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Vehicle Maintenance

Arnold Motor Supply, LLP	Core Returns	-198.00
Arnold Motor Supply, LLP	Core Returns	-80.00
Arnold Motor Supply, LLP	Supplies	27.37
Arnold Motor Supply, LLP	Supplies	44.45
Arnold Motor Supply, LLP	Supplies	14.99
Arnold Motor Supply, LLP	Solenoid	14.19
Arnold Motor Supply, LLP	Bearings	22.15
Arnold Motor Supply, LLP	Oil Filter	25.62
Arnold Motor Supply, LLP	Batteries (4)	496.68
Arnold Motor Supply, LLP	Light	91.92
Arnold Motor Supply, LLP	Oil Filter	24.98
Arnold Motor Supply, LLP	Door Opener Batteries	7.49
Arnold Motor Supply, LLP	Caliper & Core Return	78.93
Arnold Motor Supply, LLP	Back Up Alarm	44.99
Arnold Motor Supply, LLP	Tape, Oil & Supplies	81.57
Arnold Motor Supply, LLP	Supplies	32.90

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

Checks for Approval Report

From: 04/19/16 To 05/02/16
User: tyler.gibbins

Arnold Motor Supply, LLP	Supplies	65.70
Arnold Motor Supply, LLP	Supplies	110.97
Arnold Motor Supply, LLP	Caliper	150.99
Storm Lake Hydraulics Co Inc	Supplies	5.72

Vehicle Maintenance	Department Total =	1,063.61
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Technology		
Rebnord Technologies Inc	New Server	41,553.95

Technology	Department Total =	41,553.95
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Grand Total =	920,816.95
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King's Pointe Resort
Disbursements 4/13/2016 to 4/26/2016

Vendor Name	Description	Amount
Ace Hardware Inc.	supplies	21.96
Ameripride Services (2)	supplies	1,224.40
Bomgaars	supplies	55.64
Buena Vista Stationary	supplies	35.54
Color-ize (2)	supplies	344.57
Convergence LLC	supplies	75.00
Copper Cottages	services	520.00
Counsel	services	236.10
Expedia Inc	advertising	593.52
Graphic Edge Inc	supplies	719.82
Hy-Vee Food Store (2)	food	57.50
Mid-American Energy (2)	utilities	8,123.86
KDSN AM/FM	advertising	80.00
Kineth Hotel Corporation (2)	payroll, work comp	70,590.83
Mangold Env Testing	services	90.00
Pepsi-Cola Bottling Co. (2)	beverages	1,397.79
Pilot Tribune	advertising	391.29
Rebnord Technologies	services	2,258.33
Red Book Solutions	rental	55.57
Star Leasing LLC	services	230.13
Star Promotions	services	350.52
The Storm Lake Times (2)	advertising	784.37
Sysco Guest Supply	supplies	1,401.80
Treasurer - State of Iowa (2)	sales tax	25,883.00
Triton Imaging Systems	services	132.67
United Parcel Service (2)	services	110.10
US Foods (2)	food	16,021.32
Vast Broadband	utilities	3,012.25
Doll Distributing (2)	beverages	82.14
Glazer's Distributors	services	187.05
Guest Refunds/Advanced Deposits (2)	beverages	217.00
Steve's Window Service	services	214.00
	Total	135,498.07

Sunrise Pointe Golf Course
Disbursements 4/13/2016 to 4/26/2016

Mid American Energy	utilities	269.95
Julius Cleaners	services	4.80
Kineth Hotel Corporation (2)	payroll, management fee	4,045.85
Doll Distributing	services	56.70
	Totals	4,377.30

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
APRIL 18, 2016 5:00 P.M.**

Present: Mayor Jon Kruse, Council Members Dan Anderson, Bruce Carlson, Mike Porsch, Bruce Engelmann and Tyson Rice. 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, Fire Chief Mike Jones, Public Works Director Jason Etnyre, Wastewater Superintendent Ron Jacobsen, and Sue Vossberg City Clerk.

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

Hear the Public – None.

Consent Agenda – Moved by Council Member Porsch to approve the consent agenda which included the list of bills, King's Pointes and Sunrise Pointe list of bills, minutes from the April 4, 2016 City Council meeting, liquor license renewals for Moose Lodge, Malarky's and Wal-Mart, noise variance for outdoor wedding on the Great Lawn on Saturday, July 2, 2016 between the hours of 12:00pm and 5:00pm, and approve easement with Storm Lake Foundation for installation of a bio-reactor. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

West Loc Development Annexation – Mayor Kruse opened the public hearing on the proposed voluntary annexation for West Loc Development, L.L.C. stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Engelmann to adopt Resolution No. 113-R-2015-2016 approving the voluntary annexation for West Loc Development, L.L.C. The area located west of Highway 110 and south of West Lake Estates. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Erie Street CDBG Storm Water Project – Mayor Kruse opened the public on the plans, specifications, and form of contract for the Erie Street CDBG Stormwater Improvements Project stating that this was the time and place for any comments. The Council discussed the costs of the project, why this street was chosen, the difference in costs of pavers versus concrete, maintenance of pavers, and funds used to pay for the project. Hearing no further comments the Mayor then closed the public hearing.

Moved by Council Member Porsch to adopt Resolution No. 114-R-2015-2016 approving the plans, specifications, and form of contract for the Erie Street CDBG Stormwater Improvements Project. Seconded by Council Member Engelmann. Vote: Carlson, Porsch, Anderson and Engelmann - ayes; Rice - nay. Motion carried.

Bio-Reactor Project – Moved by Council Member Anderson to approve the quote from Healy Excavating of Lake View for the Bio-Reactor Project subject to only beginning work on the Field of Dreams site until an easement is obtained for the other bio-reactor site. Amount of quote is \$47,678. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Runway 13/31 Project – Moved by Council Member Engelmann to adopt Resolution No. 115-R-2015-2016 approving change order #1 to the contract with Godbersen Smith for the Runway 13/31 Rehabilitation Project. Cost of change order is a deduction of \$26,056.76. Total contract cost after change order \$637,168.14. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

Moved by Council Member Porsch to adopt Resolution No. 116-R-2015-2016 approving the final acceptance of the contract with Godbersen Smith for the Runway 13/31 Rehabilitation Project. Total contract cost \$637,168.14. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Wastewater Operations Building Study – Moved by Council Member Anderson to approve an engineering services agreement with Veenstra & Kimm for the Wastewater Operations Building Study. Cost to not exceed \$16,400. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Capital Loan Notes Series 2016A – Moved by Council Member Carlson to adopt Resolution No. 117-R-2015-2016 appointing Bankers Trust Company to serve as paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement for the \$1,340,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2016A. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Moved by Council Member Porsch to adopt Resolution No. 118-R-2015-2016 approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$1,340,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2016A, and levying a tax to pay said notes; approval of the continuing disclosure certificate. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

Capital Loan Notes Series 2016B - Moved by Council Member Porsch to adopt Resolution No. 119-R-2015-2016 appointing Bankers Trust Company to serve as paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement for the \$720,000 General Obligation Capital Loan Notes, Series 2016B. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Moved by Council Member Anderson to adopt Resolution No. 120-R-2015-2016 approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$720,000 General Obligation Capital Loan Notes, Series 2016B, and levying a tax to pay said notes; approval of the continuing disclosure certificate. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Grinder Pump Contract – Moved by Council Member Porsch to adopt Resolution No. 121-R-2015-2016 approving the final acceptance of the contract with Schoon Construction & Excavation, LLC for the Sanitary Sewer System Mitigation Project Grinder Pump Contract

Project. Total contract cost \$20,058.86. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

Amendment #2 – Bargloff Urban Renewal Area Plan – Moved by Council Member Anderson to adopt Resolution No. 122-R-2015-2016 setting a consultation session for April 26, 2016 at 1:30pm and setting a public hearing for May 16, 2016 at 5:00pm on a proposed Amendment #2 to the North #1-Bargloff Urban Renewal Plan. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Annual Rental Housing Report – Scott Olesen presented an overview of the 2015 Annual Rental Housing Report.

Adjourn – Moved by Carlson to adjourn the meeting at 6:14pm. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

Attest: Sue Vossberg, City Clerk

Staff Summary

5/2/2016
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:

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	\$920,816.95	\$752,734.10	\$677,372.97	89.99	\$594.27	.07	\$74,766.86	9.94
King's Pointe	\$135,498.07	\$38,807.24	\$15,389.31	39.66			\$23,417.93	60.34
Golf Course	\$4,377.30	\$331.45	\$274.75	82.90			\$56.70	17.10

RECOMMENDATION: Review Buy Local Information

Staff Summary

5/2/2016

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 the Civil Service Patrol Officer Hiring Eligibility List

BACKGROUND: Attached is the current Patrol Officer Hiring Eligibility List. The Civil Service Commission authorized a patrol officer testing which occurred on Saturday, April 9, 2016. The four applicants reflected on the list successfully completed all of the testing components.

On Wednesday, April 20, 2016 the Civil Service Commission approved the list at their meeting.

The list now comes before the council for final approval.

It's certification is for a one year period unless the list is exhausted prior to the one year end date.

The police department currently has two open patrol officer positions which these applicants will be considered for.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
 List	Letter

ELIGIBILITY LIST

NAME	ID #
Mohamed Mohamed	#7
Gerardo Bravo	#1
Matthew Weir	#2
Mitchell McDonald	#3

Michael J. Ingram
COMMISSIONER

Dany Robinson
COMMISSIONER

Nancy Jensen by Sue Vossberg, City Clerk
COMMISSIONER

April 20, 2016
DATE

Staff Summary

5/2/2016

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 Noise Variance For A Private Event

BACKGROUND: A request has been submitted by Ramiro Martinez for a Noise Variance to be issued for 820 Vestal Street for a graduation / birthday event which is scheduled for Saturday, May 14, 2016 between the hours of 3:00pm and 12:00am.

The request is for amplified DJ music inside of the owner's future business. He advises the doors will be closed.

This request is consistent with previous requests and I'll issue the variance upon receiving a consensus in the affirmative from the city council.

Although the entertainment is inside a variance may or may not be necessary so I advised the event host that we should proceed with the variance to avoid issues on the day of the event. There is no cost for a noise variance.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
Letter and Permit	Permit

820 Vestal St. Storm Lake, IA

Owner: Ramiro Martinez phone # (712) 730-8087

Date: May 14 2016

Graduation Party.

Permission to have music.

Start Time / End

3 p.m. 12:00 a.m.



**Public Safety
Police & Fire
PERMIT**

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

Event: Private Party @ 820 Vestal Street (Graduation & Birthday)

Issued To:

Name: Ramiro Martinez

Organization: Property Owner

Address: 704 Clover Lane, Storm Lake, IA 50588

Phone: 712-730-8087

Date(s) of Event: Saturday, 5-14-2016

Time(s) of Event: 3:00pm until 12:00am

Expiration of Permit: 5-15-2016

Location / Area
of Use:

Warehouse @ 820 Vestal Street

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:

5-2-106

Signature:

Please Print

Title:

Public Safety Director

Staff Summary

5/2/2016

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: Mark Prosser, Public Safety Director

SUBJECT: Motion Authorizing a Noise Variance for the Gisch / Elder Wedding Event

BACKGROUND: Attached is a park registration form for use of the Chautauqua Park Shelter House on Saturday, 8-13-2016 between the hours of 3:30pm and 12:00am for a wedding event with amplified music as submitted by Daniel Gisch and Carrie Elder.
The request is consistent with previous event requests.
I will issue the variance upon receiving a consensus in the affirmative by the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
☐ Gisch and Elder wedding	Permit

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
city@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: Daniel Gisch + Carrie Elder Phone #: 712-450-0446
Mailing Address: 316 Allen St. Email: Samsecurgisch@gmail.com
City: Laurens State: IA Zip: 50554
Cell Phone: 712-450-0446 or 712-450-0040
2nd Contact: 712-450-0040 Position/Relationship: Carrie
Email: Carrieelder31@gmail.com Cell Phone:

Requested Park: Chautauqua Park
Event Type: wedding

Event Date: 8/13/16
Event Start Time: 3:30 pm
Event End Time: 12:00 AM

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) yes

Will you have horses involved in the event? (All animal feces must be managed and removed from public property) NO

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.) NO

☐ 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.) yes

Will you be erecting a tent? If YES attach a map of the park showing the location of the tent, size, and staking layout. NO

How many people will be attending the event? Provide your best estimate on attendance. 80

Do you have electrical needs? yes Identify: Basic electric

Will there be alcohol at the event? yes Will alcohol be sold at the event? NO Do you have a liquor license? NO

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City. NO

Are you requesting Street closures? NO 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. NO

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services. NO

Signature Field: Carrie Elder - Daniel Gisch Date: 11/27/16



**Public Safety
Police & Fire
PERMIT**

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

Event: Gisch / Elder Wedding Event

Issued To:

Name: Daniel Gisch & Carrie Elder

Organization: _____

Address: 316 Allen Street, Laurens, IA 50554

Phone: 712-450-0040

Date(s) of Event: Saturday, 8-13-2016

Time(s) of Event: 3:30pm until 12:00am

Expiration of Permit: 8-14-2016

Location / Area
of Use:

Chautauqua Park Shelter House Area

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: 5-3-2016

Signature:

Please Print

Title: Public Safety Director

Staff Summary

5/2/2016

Agenda Item # F.



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 for the 2016 Beaver Block Party

BACKGROUND: Attached is a written request for a Noise Variance to be issued for outdoor, amplified entertainment at the 2016 BVU Beaver Block Party scheduled for Saturday, 5-7-2016 between the hours of 7:00pm and 10:00pm in the central campus area at Buena Vista University.

The request is consistent with previous requests from BVU.

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 Variance 2016 Beaver	Permit

April 26th, 2016

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

Dear Mr. Prosser:

Buena Vista University is preparing for the annual Beaver Block Party on Saturday, May 7th. In order to make this year's event a success, we are requesting the assistance of the city. The following is an overview of what we are requesting:

A noise variance for the following time:
7 PM-10 PM—End of the year concert.

Throughout the day there will be activities occurring, with the culmination of the event being a hired act performing from 7:30-10 PM, with campus performers starting at 7 PM.

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

Sincerely,

Morgan Langan
Student Activities Board President
Buena Vista University
610 West 4th Street
Storm Lake, Iowa 50588



**Public Safety
Police & Fire
PERMIT**

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

Event: 2016 BVU Beaver Block Party

Issued To:

Name: Morgan Langan & Ebony King

Organization: BVU Student Activities

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

Phone: 712-749-2443

Date(s) of Event: Saturday, 5-7-2016

Time(s) of Event: 7:00pm until 10:00pm

Expiration of Permit: 5-8-2016

Location / Area
of Use:

BVU Central Campus Area

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: 5-3-2016

Please Print

Signature:

Title: Public Safety Director

Staff Summary

5/2/2016

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: James H. Patrick, City Manager

SUBJECT: Iowa Great Lakes Corridor Quarterly Council Update

BACKGROUND: Mr. Kiley Miller will be present to give the Mayor and Council a quarterly update on Iowa Great Lakes Corridor activities.

FISCAL IMPACT: There is no fiscal impact for the presentation.

RECOMMENDATION: Mayor and Council hear the presentation and ask questions.

Staff Summary

5/2/2016

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. 123-R-2015-2016 Approving Bids for the 2016 Erie Street CDBG Stormwater Project

BACKGROUND: On January 5, 2015 the City Council entered into contract with Bolton & Menk for the engineering services associated with the 2016 Erie Street project.

The project will consist of the reconstruction of Erie Street from Highway 71 (Milwaukee Avenue) to 6th Street in the City of Storm Lake.

There were 2 separate public input/informational meetings held on this project, discussions with Council, and a Public Hearing on this project. The plans have been appropriately modified as discussed by City staff, the citizens of Storm Lake, and Bolton & Menk Engineering. At the last Council meeting, Council approved the plans and specifications.

On April 27th, 2016 at 2:00pm bids were received and opened for this project. The five bidders presenting bids for opening were Reding's Gravel & Excavating of Storm Lake/ Algona, Godbersen-Smith Construction Company of Ida Grove, Dave Hulstein Excavating of Edgerton, MN, Crow River Construction of New London, MN, and Smith Concrete Services of Storm Lake. The project had one alternate bid for the parking lot located on the east side of Erie Street just north of 6th Street.

Bids received were as follows:

Bidder	Base Bid	Alternate Bid	Total Bid
Reding's	\$945,115.10	\$151,718.38	\$1,096,833.48
Godbersen-Smith	\$989,865.24	\$132,318.20	\$1,122,183.43

Hulstein Excavating	\$902,626.05	\$141,559.99	\$1,044,186.04
Crow River	\$1,143,200.00	\$188,578.52	\$1,331,778.52

Smith Concrete: Bid Documentation was not completely filled out so therefore the bid is considered "non-responsive"

FISCAL IMPACT:

The estimated cost of the project was \$1,485,910. This project will be paid for with a CDGB grant, General Obligation Bond, and Road Use Tax funds.

Dave Hulstein Excavating provided the lowest bid of \$1,044,186.04. Engineering contract is \$162,000 with contingency fees of \$125,000, and all other fees associated with this project being \$69,800. The new total cost of this project would be \$1,400,986.40. Of this amount \$600,000 is being paid with a CDGB Grant and the balance of \$789,093.30 being funded with G.O. Bonds and Road Use Tax.

RECOMMENDATION:

Recommend that Council Adopt Resolution No. 123-R-2015-2016 approving the bids for the 2016 Erie Street CDGB Stormwater Project and awarding the bid and alternate to Dave Hulstein Excavating of Edgerton, Minnesota.

ATTACHMENTS:

Description	Type
☐ Resolution No. 123-R-2015-2016	Resolution
☐ Bolton & Menk Recommendation Letter	Backup Material
☐ Erie Street Bid Tab	Backup Material

RESOLUTION NO. 123-R-2015-2016

RESOLUTION ACCEPTING AND AWARDING BID FOR THE CITY OF STORM LAKE ERIE STREET CDBG STORMWATER IMPROVEMENTS PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake Erie Street CDBG Stormwater Improvements, described in the plans and specifications heretofore adopted by this Council on April 18, 2016 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Hulstein Excavating, Inc., Edgerton, MN
Amount of bid:	\$1,044,186.04
Portion of bid:	All

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 2nd day of May, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

218 11th Street SW Plaza • Spencer, IA 51301

Phone (712) 580-5075

www.bolton-menk.com

April 28, 2016

Ms. Sue Vossburg
City Clerk
City of Storm Lake
620 Erie Street
Storm Lake, Iowa 50588

RE: Erie Street CDBG Stormwater Improvements
City of Storm Lake, Iowa
Project No.: P11.109398

Dear Sue,

Four bids were received on April 27, 2016 for the Erie Street CDBG Stormwater Improvements project for the City of Storm Lake. I have enclosed one copy of the tabulation of the bids received.

The bids received are as follows:

Hulstein Excavating, Inc. – Edgerton, MN	\$1,044,186.04
Redings Gravel & Excavating Co, Inc. – Algona, IA	\$1,096,833.48
Godbersen-Smith Construction Co. – Ida Grove, IA	\$1,107,783.44
Crow River Construction, LLC – New London, MN	\$1,331,778.52

References on Hulstein Excavating Inc. have been checked for a watermain project in Luverne, MN, a subdivision project in Sioux Center, Iowa and as a subcontractor on a street reconstruction project in Milford, Iowa with no significant issues noted with the references that were contacted.

The bid from Hulstein Excavating Inc. is approximately 7% below the Engineer's Estimated Project Construction Cost of \$1,117,914.45. We have reviewed the bidder's prices relative to the engineer's estimate and also for errors or omissions and find no discrepancies that would prohibit the low bid from being accepted. Therefore, we recommend the City of Storm Lake award this project to Hulstein Excavating Inc.

If you have any questions, please feel free to contact us at your convenience.

Sincerely,
BOLTON & MENK, INC.

Neil Guess, P.E.

Encl.

City of Storm Lake
Erie Street CDBG Stormwater Improvements
Storm Lake, IA

TABULATION OF BIDS
April 27, 2016 @ 2:00 PM



Bolton & Menk, Inc.
Spencer, Iowa

Item No.	Description	Unit	Quantity	Engineer's Estimate		Hulstein Excavating, Inc. Edgerton, MN		edings Gravel & Excavating Co, Inc Algona, IA		Godbersen-Smith Construction Co. Ida Grove, IA		Crow River Construction, LLC New London, MN	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
DIVISION I													
1	TRAFFIC CONTROL	LS	1	\$15,000.00	\$15,000.00	\$4,268.00	\$4,268.00	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00
2	MOBILIZATION	LS	1	\$60,000.00	\$60,000.00	\$65,000.00	\$65,000.00	\$13,790.00	\$13,790.00	\$120,000.00	\$120,000.00	\$98,000.00	\$98,000.00
3	CLEARING AND GRUBBING	LS	1	\$8,000.00	\$8,000.00	\$750.00	\$750.00	\$5,800.00	\$5,800.00	\$5,800.00	\$5,800.00	\$5,500.00	\$5,500.00
4	EXCAVATION, CLASS 13	CY	3000	\$12.00	\$36,000.00	\$4.40	\$1,320.00 \$13,200.00	\$8.00	\$24,000.00	\$8.00	\$24,000.00	\$14.00	\$42,000.00
5	SUBGRADE PREPARATION	SY	5050	\$2.50	\$12,625.00	\$1.00	\$5,050.00	\$1.00	\$5,050.00	\$1.00	\$5,050.00	\$6.00	\$30,300.00
6	EXPLORATORY EXCAVATION, UTILITY POTHOLE	EA	5	\$200.00	\$1,000.00	\$143.75	\$718.75	\$250.00	\$1,250.00	\$250.00	\$1,250.00	\$800.00	\$4,000.00
7	SUBGRADE TREATMENT, GEOGRID	SY	5050	\$3.00	\$15,150.00	\$2.10	\$10,605.00	\$3.50	\$17,675.00	\$3.50	\$17,675.00	\$5.00	\$25,250.00
8	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	50	\$50.00	\$2,500.00	\$70.75	\$3,537.50	\$45.00	\$2,250.00	\$45.00	\$2,250.00	\$20.00	\$1,000.00
9	SANITARY SEWER, TRENCHED, C900, 8"	LF	20	\$65.00	\$1,300.00	\$55.00	\$1,111.00 \$1,100.00	\$85.00	\$1,700.00	\$85.00	\$1,700.00	\$80.00	\$1,600.00
10	STORM SEWER, TRENCHED, RCP CLASS III, 10"	LF	8	\$50.00	\$400.00	\$55.45	\$443.60	\$115.00	\$920.00	\$115.00	\$920.00	\$100.00	\$800.00
11	STORM SEWER, TRENCHED, RCP CLASS III, 15"	LF	8	\$80.00	\$640.00	\$51.40	\$411.20	\$125.00	\$1,000.00	\$125.00	\$1,000.00	\$105.00	\$840.00
12	SUBDRAIN, PVC SDR-26, 6"	LF	60	\$45.00	\$2,700.00	\$8.20	\$492.00	\$38.00	\$2,280.00	\$38.00	\$2,280.00	\$40.00	\$2,400.00
13	SUBDRAIN, PVC SDR-26, 10"	LF	40	\$65.00	\$2,600.00	\$12.50	\$500.00	\$39.00	\$1,560.00	\$39.00	\$1,560.00	\$45.00	\$1,800.00
14	SUBDRAIN, HDPE PERFORATED, 6"	LF	1520	\$20.00	\$30,400.00	\$15.00	\$22,800.00	\$25.00	\$38,000.00	\$25.00	\$38,000.00	\$40.00	\$60,800.00
15	SUBDRAIN, HDPE PERFORATED, 10"	LF	465	\$25.00	\$11,625.00	\$18.90	\$8,788.50	\$34.00	\$15,810.00	\$34.00	\$15,810.00	\$45.00	\$20,925.00
16	SUBDRAIN, HDPE PERFORATED, 12"	LF	270	\$30.00	\$8,100.00	\$24.75	\$6,685.50 \$6,682.50	\$37.00	\$9,990.00	\$37.00	\$9,990.00	\$50.00	\$13,500.00
17	SUBDRAIN CLEANOUT, PVC RISER, 6"	EA	10	\$500.00	\$5,000.00	\$451.40	\$4,514.00	\$625.00	\$6,250.00	\$625.00	\$6,250.00	\$450.00	\$4,500.00
18	SUBDRAIN DOWNSPOUT CONNECTION	EA	4	\$150.00	\$600.00	\$496.00	\$1,984.00	\$1,975.00	\$7,900.00	\$1,975.00	\$7,900.00	\$750.00	\$3,000.00
19	WATER MAIN, TRENCHED, PVC, 8"	LF	715	\$40.00	\$28,600.00	\$29.25	\$20,913.75	\$45.00	\$32,175.00	\$45.00	\$32,175.00	\$55.00	\$39,325.00
20	WATER MAIN, TRENCHED, PVC, 6"	LF	75	\$40.00	\$3,000.00	\$25.35	\$1,901.25	\$40.00	\$3,000.00	\$40.00	\$3,000.00	\$48.00	\$3,600.00
21	FITTING, DUCTILE IRON, 8"	LB	1250	\$8.00	\$10,000.00	\$14.20	\$17,750.00	\$7.20	\$9,000.00	\$7.20	\$9,000.00	\$12.00	\$15,000.00
22	WATER SERVICE STUB, POLYETHYLENE, 3/4"	EA	6	\$2,200.00	\$13,200.00	\$822.00	\$4,932.00	\$1,520.00	\$9,120.00	\$1,520.00	\$9,120.00	\$2,400.00	\$14,400.00
23	GATE VALVE & BOX, 8"	EA	1	\$2,200.00	\$2,200.00	\$1,695.50	\$1,695.50	\$1,925.00	\$1,925.00	\$1,925.00	\$1,925.00	\$1,900.00	\$1,900.00
24	GATE VALVE & BOX, 6"	EA	6	\$1,800.00	\$10,800.00	\$1,155.80	\$6,934.80	\$1,175.00	\$7,050.00	\$1,175.00	\$7,050.00	\$1,400.00	\$8,400.00
25	FIRE HYDRANT ASSEMBLY	EA	2	\$1,800.00	\$3,600.00	\$2,874.70	\$5,749.40	\$5,800.00	\$11,600.00	\$5,800.00	\$11,600.00	\$4,800.00	\$9,600.00
26	SALVAGE HYDRANT ASSEMBLY	EA	2	\$200.00	\$400.00	\$196.50	\$393.00	\$350.00	\$700.00	\$350.00	\$700.00	\$600.00	\$1,200.00
27	INTAKE, SW-501	EA	2	\$2,800.00	\$5,600.00	\$2,092.00	\$4,184.00	\$3,400.00	\$6,800.00	\$3,400.00	\$6,800.00	\$2,800.00	\$5,600.00
28	INTAKE, NYLOPLAST, 8"	EA	7	\$1,500.00	\$10,500.00	\$420.00	\$2,940.00	\$775.00	\$5,425.00	\$775.00	\$5,425.00	\$750.00	\$5,250.00
29	INTAKE, NYLOPLAST, 12"	EA	1	\$2,000.00	\$2,000.00	\$766.00	\$766.00	\$1,475.00	\$1,475.00	\$1,475.00	\$1,475.00	\$1,000.00	\$1,000.00
30	MANHOLE ADJUSTMENT, MINOR	EA	3	\$1,000.00	\$3,000.00	\$740.75	\$2,222.25	\$900.00	\$2,700.00	\$400.00	\$1,200.00	\$450.00	\$1,350.00
31	REMOVE INTAKE	EA	2	\$500.00	\$1,000.00	\$290.00	\$580.00	\$350.00	\$700.00	\$350.00	\$700.00	\$300.00	\$600.00
32	RAIN GUARDIAN STRUCTURE	EA	7	\$3,000.00	\$21,000.00	\$2,521.90	\$17,653.30	\$3,250.00	\$22,750.00	\$3,250.00	\$22,750.00	\$3,200.00	\$22,400.00
33	PAVEMENT, PCC, 7"	SY	2880	\$50.00	\$144,000.00	\$43.00	\$123,840.00	\$49.00	\$141,120.00	\$39.90	\$114,912.00	\$50.00	\$144,000.00
34	CURB AND GUTTER, 2.0 FT, 6"	LF	1260	\$35.00	\$44,100.00	\$20.50	\$25,830.00	\$23.00	\$28,980.00	\$18.00	\$22,680.00	\$45.00	\$56,700.00
35	ROADWAY CONCRETE PAVERS WITH 3/4" BITUMINOUS SETTING BED	SY	22	\$175.00	\$3,850.00	\$290.00	\$6,380.00	\$177.00	\$3,894.00	\$250.00	\$5,500.00	\$140.00	\$3,080.00
36	REMOVAL OF SIDEWALK	SY	740	\$8.00	\$5,920.00	\$17.00	\$12,580.00	\$7.90	\$5,846.00	\$7.90	\$5,846.00	\$9.00	\$6,660.00
37	REMOVAL OF DRIVEWAY	SY	490	\$8.00	\$3,920.00	\$18.50	\$9,065.00	\$9.40	\$4,606.00	\$9.40	\$4,606.00	\$9.00	\$4,410.00
38	SIDEWALK, PCC, 5"	SY	1520	\$50.00	\$76,000.00	\$55.00	\$83,600.00	\$60.25	\$91,580.00	\$48.00	\$72,960.00	\$65.00	\$98,800.00
39	DETECTABLE WARNING	SF	168	\$25.00	\$4,200.00	\$34.00	\$5,712.00	\$40.20	\$6,753.60	\$32.00	\$5,376.00	\$65.00	\$10,920.00
40	DRIVEWAY, PAVED, PCC, 6"	SY	270	\$60.00	\$16,200.00	\$50.00	\$13,500.00	\$57.75	\$15,592.50	\$46.00	\$12,420.00	\$55.00	\$14,850.00
41	PAVEMENT REMOVAL	SY	6000	\$9.00	\$54,000.00	\$3.75	\$22,500.00	\$5.30	\$31,800.00	\$5.30	\$31,800.00	\$4.00	\$24,000.00
42	STORAGE AGGREGATE	TON	3120	\$30.00	\$93,600.00	\$39.25	\$122,460.00	\$35.00	\$109,200.00	\$35.00	\$109,200.00	\$35.00	\$109,200.00
43	FILTER AGGREGATE	TON	260	\$30.00	\$7,800.00	\$75.65	\$19,669.00	\$57.35	\$14,911.00	\$57.35	\$14,911.00	\$45.00	\$11,700.00
44	PERMEABLE INTERLOCKING PAVERS	SY	1340	\$90.00	\$120,600.00	\$114.25	\$153,095.00	\$115.00	\$154,100.00	\$80.00	\$107,200.00	\$90.00	\$120,600.00
45	TRAFFIC SIGNS	EA	7	\$150.00	\$1,050.00	\$375.00	\$2,625.00	\$390.00	\$2,730.00	\$300.00	\$2,100.00	\$300.00	\$2,100.00
46	PARKING SIGNS	EA	4	\$150.00	\$600.00	\$260.00	\$1,040.00	\$270.00	\$1,080.00	\$200.00	\$800.00	\$200.00	\$800.00
47	SEEDING, FERTILIZING, AND HYDROMULCHING	AC	0.50	\$5,000.00	\$2,500.00	\$2,077.00	\$1,038.50	\$4,300.00	\$2,150.00	\$3,199.26	\$1,599.63	\$12,000.00	\$6,000.00
48	DECIDUOUS SHRUBS	EA	9	\$75.00	\$675.00	\$58.00	\$522.00	\$60.00	\$540.00	\$189.75	\$1,707.75	\$100.00	\$900.00
49	ORNAMENTAL TREE	EA	7	\$400.00	\$2,800.00	\$290.00	\$2,030.00	\$300.00	\$2,100.00	\$606.89	\$4,248.23	\$800.00	\$5,600.00
50	PERENNIAL GROUND COVER (1 GAL)	EA	727	\$17.00	\$12,359.00	\$12.00	\$8,724.00	\$12.00	\$8,724.00	\$30.17	\$21,933.59	\$30.00	\$21,810.00
51	PERENNIAL GROUND COVER (4" POT)	EA	585	\$15.00	\$8,775.00	\$9.25	\$5,411.25	\$9.60	\$5,616.00	\$22.55	\$13,191.75	\$25.00	\$14,625.00
52	PERENNIAL GROUND COVER (BULBS)	EA	90	\$10.00	\$900.00	\$7.00	\$630.00	\$7.20	\$648.00	\$10.76	\$968.40	\$2.50	\$225.00
53	DECIDUOUS TREE	EA	16	\$500.00	\$8,000.00	\$432.75	\$6,924.00	\$450.00	\$7,200.00	\$600.54	\$9,608.64	\$	

Staff Summary

5/2/2016

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: James H. Patrick, City Manager

SUBJECT: Resolution No. 124- R-2015-2016 Setting a Public Hearing on the Vacation of a Segment of N. Seneca Street Right of Way North of East 13th Street and East of, and Adjacent to, Fitzpatrick Brother's Addition to Storm Lake, Iowa

BACKGROUND: The City entered into a Developers Agreement with Storm Lake Affordable Partners for the construction of the Reserves, a tax credit housing development, located along N. Seneca. During the final IFA review of the project, it was noted that the section of N. Seneca that was constructed by Storm Lake Affordable Partners was intended to be part of the Reserves Development since the developer paid for the extension of services and the street.

Just as Council did with the 10th Street Townhomes and the continuation of Witter Street by vacating the right of way to the development, IFA is requiring the extension of N. Seneca to be vacated and given to the Reserves development. The developer extended N. Seneca at their expense to be able to access the development. There are no current plans for the extension of Seneca.

This resolution will set May 16th at 5:00pm as the public hearing date.

FISCAL IMPACT: There is no fiscal impact other than the City savings on maintenance and repair of this portion of Seneca.

RECOMMENDATION: Council Adopt Resolution No. 124-R-2015-2016 Setting a Public Hearing on the vacation of a segment of N. Seneca Street Right of Way North of East 13th Street and East of, and Adjacent to Fitzpatrick Brother's Addition to Storm Lake for May 16th Council meeting at 5:00 PM.

ATTACHMENTS:

Description	Type
□ Resolution No. 124-R-2015-2016	Resolution

RESOLUTION NO. 124-R-2015-2016

RESOLUTION SCHEDULING A PUBLIC HEARING ON A PROPOSED VACATION OF A SEGMENT OF NORTH SENECA STREET RIGHT-OF-WAY NORTH OF EAST 13TH STREET AND EAST OF, AND ADJACENT TO, FITZPATRICK BROTHER'S ADDITION TO STORM LAKE, IOWA

WHEREAS, on May 16, 2016, the City of Storm Lake, Iowa will consider an Ordinance on first reading that, if enacted, would officially and permanently close and vacate a segment of the North Seneca Street right-of-way North of its intersection with East 13th Street and East of, and adjacent to, Fitzpatrick Brother's Addition to Storm Lake, Iowa (site of The Reserves apartments), which segment is legally described as follows:

A part of the North Seneca Street right-of-way as relocated and dedicated on the final platting of the re-plat of Lots Four and Seven of Geisinger's Commercial 2nd Addition to the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Southeast (SE) corner of Lot One (1), Block One (1) of Fitzpatrick Brothers Addition to the City of Storm Lake; thence North 89°46'17" East, along the eastern extension of the South line of said Lot One (1), 60.00 Feet to the East line of North Seneca Street; thence North 00°19'00" East, along said East line, 115.00 Feet; thence South 89°46'17" West, 60.00 Feet to the West line of North Seneca Street; thence South 00°19'00" West, along said West line, 115.00 Feet to the Point of Beginning.

Tract contains 0.16 acres.

(referred to below as the "North Seneca Street Segment.")

WHEREAS, Iowa Code Section 306.11 requires that a hearing on such a proposed vacation and closing be held with notice of the hearing to be given as set forth in Iowa Code Section 306.12.

NOW, THEREFORE, be it resolved by the City Council of the City of Storm Lake, Iowa as follows:

1. The City of Storm Lake shall hold a hearing to consider vacating and closing the North Seneca Street Segment. The hearing on the proposed vacation and closing will be held

during the meeting of the City Council in the Council Chambers at City Hall, Storm Lake, Iowa commencing at 5:00 p.m. on May 16, 2016, at which hearing the City Council will hear both those who oppose and those who favor the proposal.

2. Pursuant to Iowa Code Section 306.12, the City Clerk shall publish in the Storm Lake Times notice of the hearing as prescribed by Iowa Code Section 306.13 not less than four days nor more than twenty days prior to the date of the hearing. The City Clerk shall also give such notice by certified mail to those entities or persons who are to receive notice by certified mail pursuant to Iowa Code Section 306.12, if any.

Passed and approved this 2nd day of May, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

5/2/2016

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. 125-R-2015-2016 Approving Minimum Development Requirements, Determining Proposal for Offer to Buy Real Estate, and Soliciting Competing Proposals

BACKGROUND: The City entered into a Developer's Agreement With Storm Lake Affordable Partners, LLC in July 2013. The Developer completed construction on 32 new housing units for tenants that qualify for Federal Section 42 Low-Income Housing Credit Program.

Upon final close-out of the project, with the Developer and Iowa Finance Authority (IFA) it was discovered that a small portion of North Seneca Street right-of-way was not vacated and conveyed to the Developer per the requirements of IFA. This segment of property is .16 acres.

Because this property is located in Storm Lake #3 LMI Housing Urban Renewal Plan, the City must follow the Section 403.8 for disposition of property within an urban renewal area.

Bids for this .16 tract of land are due to the City at 1:00 p.m. on June 6, 2016.

FISCAL IMPACT: No fiscal impact at this time

RECOMMENDATION: Approve Resolution

ATTACHMENTS:

Description	Type
☐ Resolution No. 125-R-2015-2016	Resolution

RESOLUTION NO. 125-R-2015-2016

RESOLUTION (1) APPROVING THE MINIMUM DEVELOPMENT REQUIREMENTS, COMPETITIVE CRITERIA, AND PROCEDURES FOR DISPOSITION OF CERTAIN PROPERTY LOCATED WITHIN THE URBAN RENEWAL AREA; (2) DETERMINING THAT THE PROPOSAL SUBMITTED BY STORM LAKE AFFORDABLE PARTNERS, LLC SATISFIES THE OFFERING REQUIREMENTS AND DECLARING THE INTENT OF THE CITY TO ENTER INTO AN OFFER TO BUY REAL ESTATE AND ACCEPTANCE BY AND BETWEEN THE CITY OF STORM LAKE, IOWA AND STORM LAKE AFFORDABLE PARTNERS, LLC, IN THE EVENT THAT NO COMPETING PROPOSALS ARE SUBMITTED; AND (3) SOLICITING COMPETING PROPOSALS.

WHEREAS, by Resolution No. 01-R-2013-2014, adopted July 1, 2013, 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 #3 LMI Housing Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the #3 LMI Housing Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, Storm Lake Affordable Partners, LLC (the "Developer"), wishes to purchase property located within the Urban Renewal Area (the "Development Property") from the City; and

WHEREAS, the Plan provides for, among other things, the disposition of properties acquired for development or redevelopment as a proposed renewal action and authorizes the development of the Development Property as described in this Resolution; and

WHEREAS, the City intends to transfer the Development Property to the Developer, the terms of such proposal being in the form of an Offer to Buy Real Estate and Acceptance (the "Proposal"); and

WHEREAS, in order to comply with Iowa Code Section 403.8, the City is establishing reasonably competitive bidding procedures for the disposition of the Development Property. All developers interested in submitting a proposal to compete for the transfer and redevelopment of the Development Property must submit a proposal meeting the requirements set forth herein; and

WHEREAS, to both recognize the firm Proposal from the Developer for the transfer and redevelopment of the Development Property already received by the City, and to give full and fair opportunity for other developers interested in submitting a proposal for the transfer and redevelopment of the Development Property, this Council should by this Resolution:

1. Set the fair market value of the Development Property for uses in accordance with the Plan.

2. Approve the minimum requirements for the transfer of and redevelopment of the Development Property.
3. Approve the Developer's general terms as to form of the Proposal subject to modifications and revisions as determined appropriate by the Council.
4. Set a date for receipt of competing proposals and the opening thereof; and provide for review of such proposals with recommendations to this Council in accordance with established procedures.
5. Declare that the Proposal submitted by the Developer satisfies the requirements of the offering, and that in the event no other qualified proposal is timely submitted that the City intends to accept Developer's Proposal and enter into the Offer to Buy Real Estate and Acceptance.
6. Approve and direct publication of a notice to advise any would-be competitors of the opportunity to compete for the transfer of the Development Property on the terms and conditions set forth herein.
7. Declare that in the event another qualified proposal is timely submitted, another and future notice will be published of the intent of the City to enter into the resulting contract, as required by law.

WHEREAS, this Council believes it is in the best interest of the City and the Plan to act as expeditiously as possible to offer the Development Property for transfer and redevelopment as set out herein.

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

1. The Development Property offered for transfer and redevelopment in accordance with the terms and conditions contained in this Resolution and the Plan is described as follows:

A part of the North Seneca Street right-of-way as relocated and dedicated on the final platting of the re-plat of Lots Four and Seven of Geisinger's Commercial 2nd Addition to the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Southeast (SE) corner of Lot One (1), Block One (1) of Fitzpatrick Brothers Addition to the City of Storm Lake; thence North 89°46'17" East, along the eastern extension of the South line of said Lot One (1), 60.00 Feet to the East line of North Seneca Street; thence North 00°19'00" East, along said East line, 115.00 Feet; thence South 89°46'17" West, 60.00 Feet to the West line of North Seneca Street; thence South 00°19'00" West, along said West line, 115.00 Feet to the Point of Beginning.

2. It is hereby determined that in order to qualify for consideration for selection, each developer must submit a proposal which contains terms no less favorable to the City than those set forth in the Proposal submitted by Developer and which must include and provide for the developer's purchase of the Development Property at not less than the fair value for use in accordance with the Plan.
3. It is hereby determined, based on investigation by the City, that the transfer price (and other obligations) of the Development Property as provided in the Proposal is equal to or greater than fair value, and is hereby approved.
4. It is hereby determined that the Proposal submitted by the Developer satisfies the requirements of this offering and is approved as to form, subject to modifications as determined appropriate by the City Council, and in the event that no other qualified proposals are timely submitted, the City intends to enter into the Offer to Buy Real Estate and Acceptance and transfer the Development Property to the Developer on the terms proposed.
5. It is hereby determined that the Developer possesses the qualifications, financial resources and legal ability necessary to purchase and redevelop the Development Property in the manner proposed by this offering and in accordance with the Plan.
6. This action of the Council shall be considered to be and does hereby constitute notice to all concerned of the intention of this Council, in the event that no other qualified proposals are timely submitted, to accept the Proposal of the Developer to transfer and redevelop the Development Property, which Proposal is on file for public inspection at the office of the City Clerk, City Hall, 620 Erie Street, Storm Lake, IA 50588.
7. The City Clerk is authorized and directed to secure immediate publication of this Resolution in the "Storm Lake Times", a newspaper having general circulation in the community, by publication of the text of this Resolution.
8. Written proposals for the purchase of the Development Property must be received by the City Clerk at or before 12:00 o'clock P.M. (Noon) on June 6, 2016. Said proposals must be received in the City Clerk's Office, located at City Hall, 620 Erie Street, Storm Lake, Iowa 50588. Each proposal will then be publicly opened by the Clerk or the Clerk's designee at the hour of 1:00 P.M. in the City Clerk's Office, City Hall, 620 Erie Street, Storm Lake, Iowa, on that same date. The City Clerk is hereby authorized and directed to make a preliminary analysis of each such proposal for compliance with the minimum requirements established by this Council hereinabove and to advise the Council with respect thereto. Said proposals will then be presented to the City Council at 5:00 P.M. on June 6, 2016, at a public hearing to be held in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa. The Council shall judge the strength of the proposals meeting the foregoing minimum requirements by the criteria set forth above and shall make the final evaluation and selection of a proposal.

9. The method for transfer of the Development Property as set forth herein is in substantial conformance with the provisions of Section 403.8(1) and (2), Code of Iowa, requiring "fair value" and "reasonable competitive bidding procedures."
10. In the event another qualified proposal is timely submitted, another and further notice shall be published of the intent of the City of Storm Lake, Iowa to enter into the resulting contract, as required by law.

PASSED AND APPROVED this 2nd day of May, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

5/2/2016

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: Resolution No. 126-R-2015-2016 Fixing Date for a Public Hearing on the Proposal to Enter into a First Amendment to the Development Agreement with Storm Lake Affordable Partners, LLC.

BACKGROUND: The City of Storm Lake entered into an agreement with Storm Lake Affordable Partners, LLC to construct 32 new housing units within the City for tenants who qualify for housing under the Federal Section 42 Low-Income Housing Tax Credit Program.

This amendment to the agreement states that the Developer Infrastructure Improvements will not be conveyed or accepted by the City. It is anticipated that the City will save \$19,870 over the next 30 years due to the fact that the Developer Infrastructure Improvements will be privately owned, maintained, and repaired.

A Public Hearing must be set in order for the City to enter into a First Amendment to the Development Agreement with Storm Lake Affordable Partners, LLC.

FISCAL IMPACT: There is not fiscal impact for public hearing.

RECOMMENDATION: Staff recommends setting a Public Hearing for June 6, 2016 at 5:00 p.m.

ATTACHMENTS:

Description	Type
☐ Resolution No. 126-R-2015-2016	Resolution

RESOLUTION NO. 126-R-2015-2016

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

WHEREAS, by Resolution No. 01-R-2013-2014 adopted July 1, 2013, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake #3 LMI Housing Urban Renewal Plan (the "Plan") for the Storm Lake #3 LMI Housing Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Buena Vista County; and

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

WHEREAS, Storm Lake Affordable Partners, LLC (the "Developer") has proposed a First Amendment to the Development Agreement ("Agreement") between Developer and the City which would provide that the Developer Infrastructure Improvements will not be dedicated to the City, and the City is declining to accept the Development Property; 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 First Amendment to the Development 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 First Amendment 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 the 6th day of June, 2016, for the purpose of taking action on the matter of the proposal to enter into a First Amendment to the Development Agreement with Storm Lake Affordable Partners, 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
FIRST AMENDMENT TO THE DEVELOPMENT
AGREEMENT WITH STORM LAKE AFFORDABLE
PARTNERS, 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 the 6th day of June, 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 First Amendment to the Development Agreement (the "Agreement") with Storm Lake Affordable Partners, LLC (the "Developer").

Developer has proposed a First Amendment to the Development Agreement ("First Amendment") between Developer and the City which would provide that the Developer Infrastructure Improvements will not be dedicated to the City, and the City is declining to accept the Development Property.

A copy of the First Amendment 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 First Amendment 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 First Amendment.

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 2nd day of May, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

5/2/2016

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. 127-R-2015-2016 Fixing Date for a Public Hearing on the Proposal to Enter Into A Development Agreement with Storm Lake Development Group LLC.

BACKGROUND: Since 2015, the City has been working with Storm Lake Development Group LLC for commercial development in the Bargloff Urban Renewal Area located at 1515 Lake Avenue.

The project consists of constructing a 20,375 square foot building with a total investment cost of \$1,700,000. The developers shall employ at least 27 Full-Time Employees, and will bring in 3-4 retail stores, with the anchor store being Dollar Tree.

The project is expected to be completed by November 30, 2016.

In order to encourage this development to occur and locate in this location, the City proposed the following incentives to the developers:

80% Tax Increments for Fiscal Year 2018-2019
80% Tax Increments for Fiscal Year 2019-2020
60% Tax Increments for Fiscal Year 2020-2021
50% Tax Increments for Fiscal Year 2021-2022
50% Tax Increments for Fiscal Year 2022-2023
50% Tax Increments for Fiscal Year 2023-2024
25% Tax Increments for Fiscal Year 2024-2025
25% Tax Increments for Fiscal Year 2025-2026
25% Tax Increments for Fiscal Year 2026-2027
15% Tax Increments for Fiscal Year 2027-2028

The total Tax Increments will not exceed \$225,000 over ten years.

This resolution will set a public hearing for 5:00 p.m. May 16,

2016

FISCAL IMPACT:

The increased valued after construction is expected to be \$1,700,000, but the Buena Vista County Assessor will make the final determination as to the value. It is unknown at this time what the full impact will be to Local Option Sales Tax.

RECOMMENDATION:

Set Public hearing for 5:00 p.m. on Monday, May 16, 2016.

ATTACHMENTS:

Description		Type
▣	Developer's Agreement	Contract
▣	Resolution No. 127-R-2015-2016	Resolution

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF STORM LAKE, IOWA

AND

STORM LAKE DEVELOPMENT GROUP LLC

_____, 2016

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2016, by and between the CITY OF STORM LAKE, IOWA, a municipality (hereinafter called "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 called "Urban Renewal Act"), and STORM LAKE DEVELOPMENT GROUP LLC, a Wisconsin limited liability company, having offices for the transaction of business at 3027 Autumn Leaves Circle, Green Bay, Wisconsin (hereinafter called "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Storm North #1 - Bargloff Urban Renewal Area (the "Urban Renewal Area"), which is described in the Storm Lake North #1 – Bargloff Urban Renewal Plan approved for such Urban Renewal Area by Resolution No. 08-R-2010-2011 on July 19, 2010, which has been amended two times, lastly by Amendment No. 2 as approved by Resolution on May 16, 2016 (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, 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, the City is willing to provide certain incentives in consideration for Developers obligations all pursuant to the terms and conditions of this Agreement; and

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

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

ARTICLE I. DEFINITIONS

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

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

Assessor means the assessor for Buena Vista County, Iowa.

Area or Urban Renewal Area means the area known as the Storm Lake North #1 – Bargloff Urban Renewal Area (as amended).

Certificate of Completion means the certificate given by the City to Developer acknowledging completion of construction of the Minimum Improvements in the form 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 Storm Lake Development Group LLC, and its permitted successors and assigns.

Development Property means that portion of the Storm Lake North #1 - Bargloff 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.

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.

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.

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 G and hereby made part of this Agreement.

Minimum Improvements means the construction of an approximate 20,375 square foot building as more particularly described and depicted in Exhibit B and Exhibit B-1 to this Agreement. The increased value after construction of the Minimum Improvements for the purpose of this Agreement is expected to be approximately \$1,700,000, but the Buena Vista County Assessor will make the final determination as to the value.

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

State means the State of Iowa.

Storm Lake Development Group 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.

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 Storm Lake Development Group 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 Storm Lake North #1 - Bargloff 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. Storm Lake Development Group LLC is a Wisconsin limited liability company, duly organized and validly existing under the laws of the State of Wisconsin, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.
- b. This Agreement has been duly and validly authorized, executed and delivered by 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 \$1,700,000 for construction costs.

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 by November 30, 2016.

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

m. Developer will not seek to change the current land assessment category, or the zoning classification, of the Development Property or the Minimum Improvements until the Termination Date.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of approximately \$1,700,000 for construction costs.

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

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

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

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than November 30, 2016; 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 twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

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

ARTICLE IV. MINIMUM ASSESSMENT AGREEMENT

Section 4.1. Minimum Assessment Agreement. As further consideration for this Agreement, Developer, City and the Assessor shall execute an 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 G ("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 Minimum Improvements to be constructed on the Development Property of not less than \$1,700,000 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, 2029 (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 \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and 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.

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. Developer shall employ at least 27 Full-Time Equivalent Employment Units at the Minimum Improvements by no later than January 1, 2017, and that thereafter Developer retain a Monthly Average of at least 27 Full-Time Equivalent Employment Units until the Termination Date of this Agreement. Developer's Annual Certifications, due beginning on October 15, 2017, shall show that a Monthly Average of at least 27 Full-Time Equivalent Employment Units has been maintained by Developer 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 27 Full-Time Equivalent Employment Units from January 1, 2017 through October 1, 2017).

"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. See chart in Exhibit F for details. 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 of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements

have been timely paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (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 has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and 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 certification 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. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2017 and ending on October 15, 2028, both dates inclusive. Developer shall provide supporting information for its Annual Certification upon request of the City. See Exhibit D for form required for Developers Annual Certification.

Section 6.8. Term of Operation. Developer will maintain its operations at the Minimum Improvements on the Development Property, and will meet the employee obligations in Section 6.6, until the Termination Date of this Agreement.

Section 6.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; 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 corporation 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 or its interest in 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.

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 and subject to Section 7.1 above, the Developer, or its successors, or assigns may transfer or sell the Development Property to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability, provided, however, that upon such transfer or sale this Agreement shall automatically terminate and no further Economic Development Grants shall be made. 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 Two Hundred Twenty-Five Thousand Dollars (\$225,000) in the aggregate, under the following formula:

Assuming the completion of the Minimum Improvements by November 30, 2016 and full assessment of the Minimum Improvements on January 1, 2017, and debt certification by the City to the Auditor prior to December 1, 2017, the Economic Development Grants shall commence on June 1, 2019 and end on June 1, 2028 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2019	80% of Tax Increments for Fiscal Year 2018-2019
June 1, 2020	80% of Tax Increments for Fiscal Year 2019-2020
June 1, 2021	60% of Tax Increments for Fiscal Year 2020-2021
June 1, 2022	50% of Tax Increments for Fiscal Year 2021-2022
June 1, 2023	50% of Tax Increments for Fiscal Year 2022-2023
June 1, 2024	50% of Tax Increments for Fiscal Year 2023-2024
June 1, 2025	25% of Tax Increments for Fiscal Year 2024-2025
June 1, 2026	25% of Tax Increments for Fiscal Year 2025-2026
June 1, 2027	25% of Tax Increments for Fiscal Year 2026-2027
June 1, 2028	15% of Tax Increments for Fiscal Year 2027-2028

Each annual payment shall be equal in amount to the above percentages of the Tax Increments, not to exceed \$225,000 in the aggregate, collected by the City with respect to the Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the Storm Lake Development Group LLC TIF Account (without regard to any averaging that may otherwise

be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

Section 8.2. Payment Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by November 2016 and first full assessment on January 1, 2017, if Developer certifies in October 2017 and the City certifies to the County by December 1, 2017, the first Economic Development Grants would be paid to Developer on June 1, 2019 (for 80% of the Tax Increment for fiscal year 2018-2019)). 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, 2017. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2017, 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, 2020.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000) over ten (10) years.

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 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 Storm Lake Development Group 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 Storm Lake Development Group 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.

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 successors agree that prior to the Termination Date:

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

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

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

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 and the City shall each pay for its own attorney's fees associated with this Agreement.

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 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 Storm Lake Development Group LLC, at 3027 Autumn Leaves Circle, Green Bay, WI 54313, Attn: Richard W. Johnson;
- 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 successors and assigns.

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

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

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

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

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

The legal description of the North #1 - Bargloff Urban Renewal Amendment No. 2 Area is as follows:

Parcel Number: 10-34-202-004

Lot Three (3), Block One (1) Geisinger's Commercial First Addition to the City of Storm Lake, Iowa.

and

Parcel Number: 10-34-202-005

A parcel of land located in the west half of the northeast quarter (W1/2 NE ¼) of section thirty-four (34), township ninety one north (91), Range thirty-seven (37) west of the 5th P.M., more particularly described as follows:

Commencing at the southwest corner of the northeast quarter (NE ¼) of section thirty-four (34), township ninety-one (91) North, Range thirty-seven (37) West of the 5th P.M., thence due north along the west line of said NE ¼ a distance of 180 feet, thence due east a distance of 250 feet, thence due south a distance of 180 feet, thence due west a distance of 250 feet to the point of beginning and containing an area of 1.03 acres of which 0.23 acres are existing highway right of way.

and

Lot five (5), Block One (1), Geisinger's commercial second addition to the City of Storm Lake, Buena Vista County, Iowa.

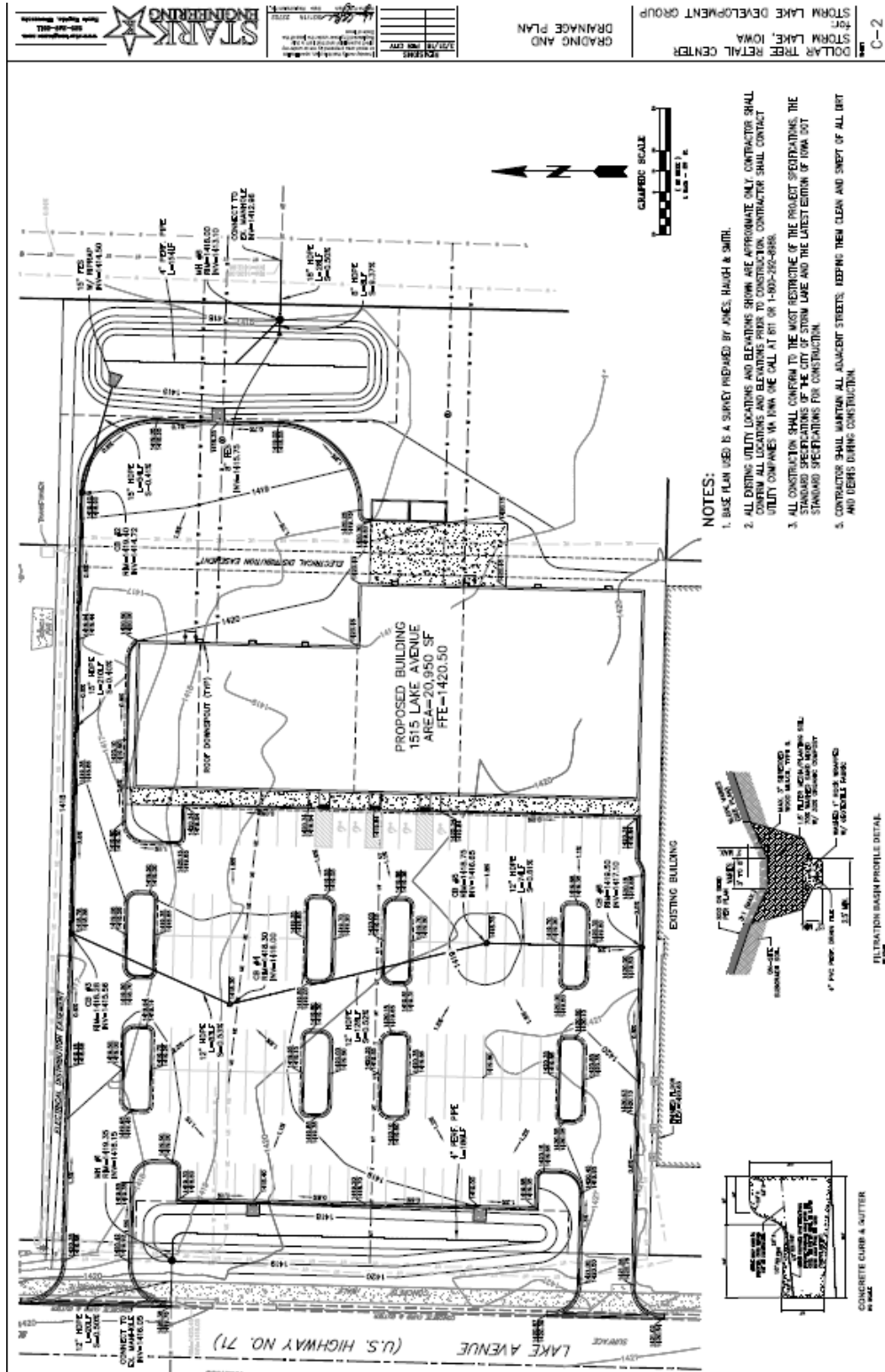
Tract is hereby divided into four (4) lots as shown hereon and shall hereafter be known as
Brashears First Addition A subdivision of lot five (5) Block One (1) Geisinger's
Commercial Second Addition to the City of Storm Lake.

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means the construction of an approximately 20,375 square foot building on the Development Property. The construction of the Minimum Improvements will be completed in 2016. Construction costs are expected to be approximately \$1,700,000.

The increased value after construction of the Minimum Improvements for the purpose of this Agreement is expected to be approximately \$1,700,000, but the Buena Vista County Assessor will make the final determination as to the value.

[illegible]



NOTES:

1. BASE PLAN USED IS A SURVEY PROVIDED BY JAMES HAUGH & SONS.
2. ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL VERIFY ALL LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CONTACT UTILITY COMPANIES VIA IOWA ONE CALL AT 811 OR 1-800-255-8888.
3. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RESTRICTIVE OF THE PROJECT SPECIFICATIONS, THE IOWA STANDARD SPECIFICATIONS FOR HIGHWAYS, THE IOWA STANDARD SPECIFICATIONS FOR SEWERAGE AND WATER MAINS, AND THE IOWA DOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
4. CONTRACTOR SHALL MAINTAIN ALL ADJACENT STREETS, KEEPING THEM CLEAN AND SWEEP OF ALL DIRT AND DEBRIS DURING CONSTRUCTION.

EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Storm Lake, Iowa, (the "City") and Storm Lake Development Group LLC, a Wisconsin 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:

The legal description of the North #1 - Bargloff Urban Renewal Amendment No. 2 Area is as follows:

Parcel Number: 10-34-202-004

Lot Three (3), Block One (1) Geisinger's Commercial First Addition to the City of Storm Lake, Iowa.

and

Parcel Number: 10-34-202-005

A parcel of land located in the west half of the northeast quarter (W1/2 NE ¼) of section thirty-four (34), township ninety one north (91), Range thirty-seven (37) west of the 5th P.M., more particularly described as follows:

Commencing at the southwest corner of the northeast quarter (NE ¼) of section thirty-four (34), township ninety-one (91) North, Range thirty-seven (37) West of the 5th P.M., thence due north along the west line of said NE ¼ a distance of 180 feet, thence due east a distance of 250 feet, thence due south a distance of 180 feet, thence due west a distance of 250 feet to the point of beginning and containing an area of 1.03 acres of which 0.23 acres are existing highway right of way.

and

Lot five (5), Block One (1), Geisinger's commercial second addition to the City of Storm Lake, Buena Vista County, Iowa.

Tract is hereby divided into four (4) lots as shown hereon and shall hereafter be known as
Brashears First Addition A subdivision of lot five (5) Block One (1) Geisinger's
Commercial Second Addition to the City of Storm Lake.

(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 before 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__: _____	April 1, 20__: _____
September 1, 20__: _____	March 1, 20__: _____
August 1, 20__: _____	February 1, 20__: _____
July 1, 20__: _____	January 1, 20__: _____
June 1, 20__: _____	December 1, 20__: _____
May1, 20__: _____	November 1, 20__: _____

(iv) The undersigned officer of Developer has 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.

Signed this _____ day of _____, 20____.

STORM LAKE DEVELOPMENT GROUP LLC

By:_____

Print Name:_____

Title:_____

Attachments: Proof of payment of taxes

EXHIBIT E
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Storm Lake, Iowa (the "City"), and Storm Lake Development Group LLC, a Wisconsin 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 Storm Lake North #1 - Bargloff Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Storm Lake North #1 - Bargloff Urban Renewal Area.

The Development Property is described as follows:

The legal description of the North #1 - Bargloff Urban Renewal Amendment No. 2 Area is as follows:

Parcel Number: 10-34-202-004

Lot Three (3), Block One (1) Geisinger's Commercial First Addition to the City of Storm Lake, Iowa.

and

Parcel Number: 10-34-202-005

A parcel of land located in the west half of the northeast quarter (W1/2 NE ¼) of section thirty-four (34), township ninety one north (91), Range thirty-seven (37) west of the 5th P.M., more particularly described as follows:

Commencing at the southwest corner of the northeast quarter (NE ¼) of section thirty-four (34), township ninety-one (91) North, Range thirty-seven (37) West of the 5th P.M., thence due north along the west line of said NE ¼ a distance of 180 feet, thence due east a distance of 250 feet, thence due south a distance of 180 feet, thence due west a distance of 250 feet to the point of beginning and containing an area of 1.03 acres of which 0.23 acres are existing highway right of way.

and

Lot five (5), Block One (1), Geisinger's commercial second addition to the City of Storm Lake, Buena Vista County, Iowa.

Tract is hereby divided into four (4) lots as shown hereon and shall hereafter be known as
Brashears First Addition A subdivision of lot five (5) Block One (1) Geisinger's
Commercial Second Addition to the City of Storm Lake.

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2016 and terminates on December 31, 2029, 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 _____, 2016.

[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]

EXHIBIT F
SCHEDULE OF EMPLOYEE OBLIGATIONS PURSUANT
TO SECTION 6.6 OF THE DEVELOPMENT AGREEMENT

GRANT	ANNUAL CERTIFICATION DATE ¹	NUMBER OF FULL-TIME EQUIVALENT EMPLOYMENT UNITS ON OCTOBER 1 ²	DATE OF ANNUAL ECONOMIC DEVELOPMENT GRANT
1 ⁴	10-15-2017	A Monthly Average of 27 or more ³ (as of October 1, 2017 and the first day of the month for the preceding eleven (11) months)(prorated for first year)	06-01-2019
1 ⁴	10-15-2018	A Monthly Average of 27 or more ³ (as of October 1, 2018 and the first day of the month for the preceding eleven (11) months)	06-01-2019
2	10-15-2019	A Monthly Average of 27 or more ³ (as of October 1, 2019 and the first day of the month for the preceding eleven (11) months)	06-01-2020
3	10-15-2020	A Monthly Average of 27 or more ³ (as of October 1, 2020 and the first day of the month for the preceding eleven (11) months)	06-01-2021
4	10-15-2021	A Monthly Average of 27 or more ³ (as of October 1, 2021 and the first day of the month for the preceding eleven (11) months)	06-01-2022
5	10-15-2022	A Monthly Average of 27 or more ³ (as of October 1, 2022 and the first day of the month for the preceding eleven (11) months)	06-01-2023
6	10-15-2023	A Monthly Average of 27 or more ³ (as of October 1, 2023 and the first day of the month for the preceding eleven (11) months)	06-01-2024
7	10-15-2024	A Monthly Average of 27 or more ³ (as of October 1, 2024 and the first day of the month for the preceding eleven (11) months)	06-01-2025
8	10-15-2025	A Monthly Average of 27 or more ³ (as of October 1, 2025 and the first day of the month for the preceding eleven (11) months)	06-01-2026
9	10-15-2026	A Monthly Average of 27 or more ³ (as of October 1, 2026 and the first day of the month for the preceding eleven (11) months)	06-01-2027
10 ⁴	10-15-2027	A Monthly Average of 27 or more ³ (as of October 1, 2027 and the first day of the month for the preceding eleven	06-01-2028

		(11) months)	
10 ⁴	10-15-2028	A Monthly Average of 27 or more ³ (as of October 1, 2028 and the first day of the month for the preceding eleven (11) months)	06-01-2028

¹ All Grants are subject to the terms of the Agreement.

² Employees per this Chart shall be Full-Time Equivalent Employment Units as defined by this Development Agreement.

³ If Developer employs less than 27 Full-Time Equivalent Employment Units at the Minimum Improvements, then no Grant shall be made. All Grants are subject to all the terms and conditions of this Development Agreement at all times.

⁴ Two Annual Certifications will be required for the first and last fiscal year of Economic Development Grants due to the timing of tax rebates and grant payments.

EXHIBIT G
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 Storm Lake Development Group LLC having an office for the transaction of business at 3027 Autumn Leaves Circle, Green Bay, Wisconsin ("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:

The legal description of the North #1 - Bargloff Urban Renewal Amendment No. 2 Area is as follows:

Parcel Number: 10-34-202-004

Lot Three (3), Block One (1) Geisinger's Commercial First Addition to the City of Storm Lake, Iowa.

and

Parcel Number: 10-34-202-005

A parcel of land located in the west half of the northeast quarter (W1/2 NE ¼) of section thirty-four (34), township ninety one north (91), Range thirty-seven (37) west of the 5th P.M., more particularly described as follows:

Commencing at the southwest corner of the northeast quarter (NE ¼) of section thirty-four (34), township ninety-one (91) North, Range thirty-seven (37) West of the 5th P.M., thence due north along the west line of said NE ¼ a distance of 180 feet, thence due east a distance of 250 feet, thence due south a distance of 180 feet, thence due west a distance of 250 feet to the point of beginning and containing an area of 1.03 acres of which 0.23 acres are existing highway right of way.

and

Lot five (5), Block One (1), Geisinger's commercial second addition to the City of Storm Lake, Buena Vista County, Iowa.

Tract is hereby divided into four (4) lots as shown hereon and shall hereafter be known as
Brashears First Addition A subdivision of lot five (5) Block One (1) Geisinger's
Commercial Second Addition to the City of Storm Lake.

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, 2017, the minimum actual value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property shall be not less than One Million Seven Hundred Thousand Dollars (\$1,700,000) (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, 2029 (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 \$1,700,000 until January 1, 2027, which shall govern the taxes collected for the entire fiscal year 2028-2029. 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]

By: _____
Richard W. Johnson, Managing Member

Execution Version

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.

Iowa Savings Bank _____
[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 Iowa Savings Bank 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, but in no event later than January 1, 2017, the actual value assigned to the Minimum Improvements shall not be less than One Million Seven Hundred Thousand Dollars (\$1,700,000) (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.

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RESOLUTION NO. 127-R-2015-2016

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

WHEREAS, by Resolution No. 08-R-2010-2011, adopted July 19, 2010, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake North #1 - Bargloff Urban Renewal Plan (the "Plan") for the Storm Lake North #1 - Bargloff Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan as amended, is on file in the office of the Recorder of Buena Vista County; and

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

WHEREAS, the City has received a proposal from Storm Lake Development Group 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 Storm Lake North #1 - Bargloff Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of an approximately 20,375 square foot building on the Development Property, 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 decreasing percentage of the Tax Increments 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 \$225,000, 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 \$1,700,000; 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:

That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 5:00 P.M. on May 16, 2016, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Storm Lake Development Group LLC.

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.

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 STORM LAKE
DEVELOPMENT GROUP 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 May 16, 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 Storm Lake Development Group 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 Storm Lake North #1 - Bargloff Urban Renewal Area as defined and legally described in the Development Agreement, consisting of the construction of an approximately 20,375 square foot building on the Development Property, 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 decreasing percentage of the Tax Increments 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 \$225,000, 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 \$1,700,000.

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 2nd day of May, 2016.

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

(End of Notice)

PASSED AND APPROVED this 2nd day of May, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk