

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
AUGUST 3, 2015
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**
3. **Resolution No. 17-R-2015-2016 Authorizing The Use Of Awaysis Park, Right Of Way Closure, Noise & Related Requests For The 2015 Step Up Labor Day Run**
4. **Resolution No. 18-R-2015-2016 Authorizing Requests For The 2015 Wood, Wine, & Blues Event**
5. **Motion To Accept Financial Advisory Services Agreement With Piper Jaffray**
6. **Resolution No. 19-R-2015-2016 Approving Revised Restrictive Covenants For Property At 201 Sunrise Park Road**
7. **Resolution No. 20-R-2015-2016 Setting A Public Hearing On The Proposed Sale Of Land**
8. **Resolution No. 21-R-2015-2016 Approving Change Order 2 To Storm Lake Fiber Project**
9. **Study Session Concerning Right Of Way Usage**
10. 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

8/3/2015

Agenda Item # A.



City of Storm Lake
PO Box 1086
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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 Golf Course bills for approval
- Approve the July 20, 2015 City Council Minutes
- Approve liquor license renewals for Boz Wellz and Waterview (Knights of Columbus)
- New liquor license for El Mariachi Family Restaurant located at 523 Erie Street

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$1,075,898.90
- King's Pointe Bills - \$267,046.46
- Sunrise Pointe Golf Course Bills - \$10,624.81

The City will receive the following revenues:

- Liquor license renewal - \$2,535.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ List of Bills - King's Pointe & Sunrise Pointe	List of Bills
☐ Minutes - July 20, 2015	Minutes
☐ Liquor Report - Boz Wellz	Backup Material
☐ Liquor Report - Knights of Columbus	Backup Material
☐ Application - El Mariachi Family Restaurant	Application

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

Checks for Approval Report

From: 07/21/15 To 08/03/15
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00554.07.2015 Aflac Pretax	499.46
AFLAC	PR Batch 00554.07.2015 Aflac After tax	143.28
City of Storm Lake	PR Batch 00554.07.2015 Dental employee/child	5.78
City of Storm Lake	PR Batch 00554.07.2015 Dental insurance employee c	18.00
City of Storm Lake	PR Batch 00554.07.2015 Dental employee/spouse	20.60
City of Storm Lake	PR Batch 00554.07.2015 Dental insurance family	82.84
City of Storm Lake	PR Batch 00554.07.2015 125 Flexible Benefits	920.83
City of Storm Lake	PR Batch 00554.07.2015 Flex- Child Care	173.09
City of Storm Lake	PR Batch 00554.07.2015 Health Insurance Family	1,816.98
City of Storm Lake	PR Batch 00554.07.2015 Health Insurance Single	399.78
Collection Services Center	PR Batch 00554.07.2015 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00554.07.2015 Cancer Pre Tax Insurance	41.04
EFTPS	PR Batch 00554.07.2015 Federal Income Tax	10,673.90
EFTPS	PR Batch 00554.07.2015 FICA Employee Portion	4,714.61
EFTPS	PR Batch 00554.07.2015 FICA Employer Portion	4,714.61
EFTPS	PR Batch 00554.07.2015 Medicare Employee Portion	1,568.00
EFTPS	PR Batch 00554.07.2015 Medicare Employer Portion	1,568.00
ICMA Retirement Trust 457	PR Batch 00554.07.2015 ICMA	2,005.00
Iowa Public Employees	PR Batch 00554.07.2015 IPERS	4,116.76
Iowa Public Employees	PR Batch 00554.07.2015 IPERS City Share	6,178.50
ITT Hartford AMS RPVA	PR Batch 00554.07.2015 457 Hartford	225.00
Kansas Payment Center	PR Batch 00554.07.2015 Child Support Kansas	180.00
Muni Fire/Police Retire	PR Batch 00554.07.2015 Muni Police/Fire Pension	3,007.30
Muni Fire/Police Retire	PR Batch 00554.07.2015 Muni Police/Fire Pension Ci	8,884.30
Teamsters Local Union 554	PR Batch 00554.07.2015 Union Dues	280.50
Treasurer State Of Iowa	PR Batch 00554.07.2015 State Income Tax	3,989.74

UNAVAILABLE

Department Total = 56,449.90

Police Department

City of Storm Lake	Health Ins Allocations Aug2015	21,730.65
Custodian of Petty Cash	SLPD Postage	2.67
Custodian of Petty Cash	SLPD Postage	6.74
Electronic Engineering	Replaced Audio Jack	132.29
Gannett Co	Patrol Officer Ad	2,010.14
Graham Tire	Tire Repairs P-4	21.80
Graham Tire	Tire Repairs P-9	21.80
Graham Tire	Tire Repairs P-13	21.80
Hy-Vee, Inc	Supplies	18.97
Hy-Vee, Inc	Supplies	15.96
Jack's Uniforms & Equipment	Safety Vests	409.49
Jack's Uniforms & Equipment	Polos for Ragbrai	170.00
Keller Ken	Pulled & Reset Stool in Mo Comm	49.50
Mangold Environmental Testing	Postage	16.85
MidAmerican Energy Company	Electric Service May/June 2015	1,597.20
Midwest Radar & Equipment	Decator P-11, 12, 13, 6, 4, 9	240.00
O'Reilly Auto Parts	Cleaning Supplies	6.99
Principal Life Ins Co	Insurance Premium August 2015	1,985.16
Reserve Account	Postage July 22, 2015	80.53
Rohr Manufacturing Services, Ltd	Fire Extinguisher Recharged	25.80
Star Energy, LLC	Fuel June 2015	3,056.32
Storm City Auto Parts	Light	2.97
Storm City Auto Parts	Headlight	10.62
TMDE Calibrations Lab, Inc	Radar Repairs	137.50
UnityPointe Health	Services- Nelson	108.00
Wal Mart #01-1526	Paper	48.32

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Wal Mart #01-1526	Supplies	7.27
Wal Mart #01-1526	Supplies	37.32
Wal Mart #01-1526	Coolers for Ragbrai	82.17
Wede's Lock Service Joe	Cleaned Lock & Added Keys	35.00

Police Department

Department Total = 32,089.83

Fire Department

Bomgaars Supply, Inc	Pin	1.29
Central Iowa Distributing, Inc	Cleaning Supplies	113.55
City of Storm Lake	Health Ins Allocations Aug2015	1,995.89
Cylinder RV Inc	Water Valve & Shipping for Mo Comm	48.42
Feld Equipment Company, Inc Ed M	Hood & Gloves	355.25
Mangold Environmental Testing	Postage	6.11
Mid-Iowa Sales Co Inc	Wax, Shine, & Cleaner	200.78
Mid-Iowa Sales Co Inc	Shine	23.07
Principal Life Ins Co	Insurance Premium August 2015	174.41
Star Energy, LLC	Fuel June 2015	249.33
Toyne Inc	Carling Switch- Engine 74	17.27
Wal Mart #01-1526	Supplies	14.68
Waterous Company	Actuating Arm Engine 72	50.87
Waterous Company	Socket Actuating Arm Engine 72	58.47

Fire Department

Department Total = 3,309.39

Building Official

City of Storm Lake	Health Ins Allocations Aug2015	1,970.82
International Association of Electrical Inspectors	FY2016 Membership Increase- Olesen	18.00
Principal Life Ins Co	Insurance Premium August 2015	133.24
Rasmussen's	Head Gasket Replacement	2,029.15
Reserve Account	Postage July 22, 2015	35.64
Star Energy, LLC	Fuel June 2015	153.89

Building Official

Department Total = 4,340.74

Roadway Maintenance

APWA	APWA Fall Conference- Etnyre	175.00
Arnold Motor Supply, LLP	Supplies	23.34
Arnold Motor Supply, LLP	Supplies	3.69
Bolton & Menk, Inc	Engineering Services Through 7/20/2015	1,838.00
Bolton & Menk, Inc	Project Management/Bidding/Construction Admin thr	1,568.00
Bomgaars Supply, Inc	Batteries, Adaptor, Coupler, Spirits, Bait	33.45
Central Iowa Distributing, Inc	Cleaning Supplies	195.00
City of Storm Lake	Changed Air Filter in #16	43.74
City of Storm Lake	Health Ins Allocations Aug2015	7,331.63
CNH Industrial America LLC	Chainsaw Bar	67.91
I&S Group, Inc.	Development Plan & Spec Howard Road through 6/20	2,738.19
I&S Group, Inc.	Engineering Svc through 6/20/2015	4,154.23
Inobbar LLC	Novas Agenda Annual Sub through 10/23/2016	700.00
Iowa Office Supply Inc	Copier Maintenance Agreement	10.64
MidAmerican Energy Company	Electric Service May/June 2015	470.95
NW Iowa Planning & Development Commission	SHIELD Draw #1 FY2016	333.33
Principal Life Ins Co	Insurance Premium August 2015	679.63
Reinert Michael P	Straps	140.00
Rent-All	Grinder Rental	110.00
Rent-All	Concrete Planer Rental	110.00

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Smith Concrete Service Inc	Pay Estimate #1 of Lake Avenue Trail through 7/20/20	59,296.71
Smith Concrete Service Inc	Pay Estimate #3 of Howard Road through 7/20/2015	50,687.15
Star Energy, LLC	Fuel June 2015	2,121.21
Roadway Maintenance	Department Total =	132,831.80
Street Lighting		
MidAmerican Energy Company	Electric Service May/June 2015	12,280.02
Street Lighting	Department Total =	12,280.02
Snow Removal		
City of Storm Lake	Health Ins Allocations Aug2015	2,072.34
Principal Life Ins Co	Insurance Premium August 2015	164.36
Snow Removal	Department Total =	2,236.70
Airport		
Arnold Motor Supply, LLP	Fiberglass	26.99
Bart's Flying Service	Airport Contract July 2015	4,963.75
Control System Specialists, LLC	Repairs to Fan before New Fan Cage Arrives	95.00
Control System Specialists, LLC	Installed New Blower Fan Cage Wheel	325.78
Culligan	Water Supplies	48.44
Godbersen-Smith Construction	Pay Estimate #2 of Runway 13/31	367,007.40
Iowa Lakes Regional Water	July 2015 Water Services	79.77
MidAmerican Energy Company	Electric Service May/June 2015	661.57
Airport	Department Total =	373,208.70
Transit		
DeWall Jeff	4th Qtr FY 2015 Cab Rides	360.00
Regional Transit Authority	4th Qtr FY 2015 Rides	347.00
Transit	Department Total =	707.00
Library		
Amazon.com	Books	37.17
Brodart Co	Books	10.23
Brodart Co	Books	11.90
Brodart Co	Books	18.55
Brodart Co	Books	12.47
Center Point Large Print Inc	Books & July Titles	1,603.32
City of Storm Lake	Health Ins Allocations Aug2015	4,687.74
Custodian of Petty Cash Kim Mehlenbacher	June 2015 Postage	161.88
Ebsco Industries Inc	Annual Periodical Subscription	617.56
Ebsco Industries Inc	FY 2016 Subscription Renewal	1,256.83
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	32.43
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	16.22
Ingram Library Services, Inc	Books	11.53
Ingram Library Services, Inc	Books	16.79

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Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	10.85
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	49.75
Ingram Library Services, Inc	Books	16.19
Ingram Library Services, Inc	Books	16.19
Ingram Library Services, Inc	Books	10.46
Ingram Library Services, Inc	Books	5.74
Ingram Library Services, Inc	Books	11.03
Ingram Library Services, Inc	Books	10.46
Iowa Library Services	FY 2016 E-Book Subscription	65.00
Iowa Office Supply Inc	Copier Maintenance Agreement through 9/29/2015	276.21
Mead Jo	Homebound Delivery Mileage- Mead FY2015	104.88
MidAmerican Energy Company	Electric Service May/June 2015	1,002.95
Midwest Tape LLC	DVDs	12.99
Midwest Tape LLC	DVDs	62.98
Midwest Tape LLC	DVDs	49.97
Midwest Tape LLC	DVDs	69.98
Overdrive, Inc	FY 2016 E-Book Subscription	1,189.00
Pilot Tribune	FY2016 Subscription- Library	65.00
Principal Life Ins Co	Insurance Premium August 2015	187.90
Recorded Books LLC	CDs	26.99
Recorded Books LLC	CDs	36.00
Recorded Books LLC	CDs	17.99
Reserve Account	Postage July 22, 2015	6.79
Seiler Plumbing & Heating Inc	Service Call	60.00
Seiler Plumbing & Heating Inc	Stool Repairs to Men's Room	110.00

Library **Department Total =** 12,086.27

Band

Iowa Office Supply Inc	Vertical File Cabinets	474.00
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Band **Department Total =** 474.00

Parks Department

A & A Automotive	Two Lawn Mower Tires- No Tax	185.30
Alta Implement Company Inc	Belts (2) Airport Mower	71.00
Arnold Motor Supply, LLP	Belt	19.39
Bolton & Menk, Inc	Circle Park Trail On-Call Services	832.50
Bomgaars Supply, Inc	Roller Pump	111.99
Bomgaars Supply, Inc	Storage Tank	119.99
Bomgaars Supply, Inc	Hose Clamp & Spray Gun	11.77
Bomgaars Supply, Inc	Wood Finish & Brushes	178.03
City of Storm Lake	Health Ins Allocations Aug2015	1,978.19
City of Storm Lake	Replaced Stater #92	112.72
City of Storm Lake	Replaced Tie Bolts in Hyd Pump #410	221.32
CNH Industrial America LLC	Supplies	23.40
CNH Industrial America LLC	Trimmer Rope	36.95
Fastenal Company	Fence Ties for Ragbrai	6.25
Fastenal Company	Supplies	59.34
Graham Tire	Tire Repairs Mower	32.95
Koenig Jeff	Pot Rental & Cleaning	220.00
MidAmerican Energy Company	Electric Service May/June 2015	697.95
Principal Life Ins Co	Insurance Premium August 2015	189.71
ProBuild	Ragbrai Supplies	25.24

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ProBuild	Ragbrai Supplies	4.42
Reinert Michael P	Mower Blade Disassemble	150.00
Rent-All	Tandem Dump Rental	85.00
Star Energy, LLC	Fuel June 2015	3,164.68

Parks Department	Department Total =	8,538.09
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Golf Course

A & A Automotive	Gator Tire	151.90
Arnold Motor Supply, LLP	Cart Shed Air Compressor Supplies	10.40
Arnold Motor Supply, LLP	Supplies	24.99
Arnold Motor Supply, LLP	Air & Oil Filters	73.17
Arnold Motor Supply, LLP	Supplies	2.89
Bomgaars Supply, Inc	Pitcher	12.99
Bomgaars Supply, Inc	Sprayer	119.95
Bomgaars Supply, Inc	Key Blank for Golf Course	9.33
Central Iowa Distributing, Inc	Cleaning Supplies	304.60
City of Storm Lake	Health Ins Allocations Aug2015	1,120.86
CNH Industrial America LLC	Weed Eater String	14.95
Crescent Electric Supply Co	Switch for Sprayer	16.37
Fastenal Company	Mower Parts	4.97
MidAmerican Energy Company	Electric Service May/June 2015	261.50
Principal Life Ins Co	Insurance Premium August 2015	168.62

Golf Course	Department Total =	2,297.49
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Campgrounds

Arctic Glacier U.S.A., Inc.	Ice	71.20
Arctic Glacier U.S.A., Inc.	Ice	144.22
Arnold Motor Supply, LLP	Oil Filter & Supplies	29.28
Arnold Motor Supply, LLP	Fuses	20.07
Brown Thomas	Reimbursement for Power Cord	96.09
Central Iowa Distributing, Inc	Cleaning Supplies	1,174.10
City of Storm Lake	Health Ins Allocations Aug2015	373.62
Color-ize Inc	Parking Passes	310.00
MidAmerican Energy Company	Electric Service May/June 2015	2,238.71
Principal Life Ins Co	Insurance Premium August 2015	56.21

Campgrounds	Department Total =	4,513.50
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UNAVAILABLE

MidAmerican Energy Company	Electric Service May/June 2015	1,205.46
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UNAVAILABLE	Department Total =	1,205.46
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UNAVAILABLE

Bolton & Menk, Inc	On Call Engineering through 5/13/2015	945.00
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UNAVAILABLE	Department Total =	945.00
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Awaysis

Wells Fargo Bank N.A.	Redemption Fee	500.00
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Awaysis	Department Total =	500.00
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Shelter House

MidAmerican Energy Company	Electric Service May/June 2015	186.48
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Shelter House	Department Total =	186.48
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Dohrman Trust

Century Business Products,Inc	Copier Maintenance Agreement (Partial)	15.00
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Dohrman Trust	Department Total =	15.00
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Economic Develop

City of Storm Lake	Health Ins Allocations Aug2015	965.54
Principal Life Ins Co	Insurance Premium August 2015	60.77
RDG IA Inc	Services through 6/30/2015	176.60

UNAVAILABLE	Department Total =	1,202.91
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Storm Lake Sub-Division #5

Bolton & Menk, Inc	Construction Admin- 3rd Addition through 7/20/2015	907.00
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Storm Lake Sub-Division #5	Department Total =	907.00
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Dredging

City of Storm Lake	Health Ins Allocations Aug2015	284.32
Principal Life Ins Co	Insurance Premium August 2015	52.11

Dredging	Department Total =	336.43
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Mayor, Council, Manager

City of Storm Lake	Health Ins Allocations Aug2015	22.30
Principal Life Ins Co	Insurance Premium August 2015	49.24

Mayor, Council, Manager	Department Total =	71.54
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Policy & Administration

City of Storm Lake	Health Ins Allocations Aug2015	1,431.69
Principal Life Ins Co	Insurance Premium August 2015	49.80

Policy & Administration	Department Total =	1,481.49
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City Hall Building

CCMH Medical Clinic	Physical- Smith	28.33
Central Iowa Distributing, Inc	Cleaning Supplies	159.12
MidAmerican Energy Company	Electric Service May/June 2015	638.06
Schumacher Elevator Company	Elevator Service	187.77

City Hall Building	Department Total =	1,013.28
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Other Policy & Administration

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Buntrock-Salie Studio Inc	Etnyre Photo	99.00
Custodian of Petty Cash	P & A Postage	2.54
Custodian of Petty Cash	FEMA Audit Meeting Expense	10.33
Inobbar LLC	Novas Agenda Annual Sub through 10/23/2016	700.00
Inquirehire	Background Checks- Finance Mnger & Assist City M	212.00
Iowa League of Cities	Municipal Professional Academy- Smith	70.00
Iowa Office Supply Inc	Office Supplies	33.78
Iowa Office Supply Inc	Copier Maintenance Agreement	10.65
Iowa Office Supply Inc	Time Cards	13.32
NW IA League of Cities	FY2016 Membership Dues	75.00
NW Iowa Planning & Development Commission	SHIELD Draw #1 FY2016	333.33
Pitney Bowes Inc.	April 2015 to July 2015 Rental	100.00
Reserve Account	Postage July 22, 2015	360.92
Wal Mart #01-1526	Supplies	61.07

Other Policy & Administration

Department Total = 2,081.94

Water Administration

Accela, Inc #774375	June 2015 IVR	17.00
Accela, Inc #774375	June 2015 Online Payments	134.00
Bolton & Menk, Inc	City Hall Parking Lot Engineering thorough 7/20/2015	3,676.00
CCMH Medical Clinic	Physical- Smith	28.34
City of Storm Lake	Health Ins Allocations Aug2015	3,007.05
Custodian of Petty Cash	FEMA Audit Meeting Expense	10.33
Inobbar LLC	Novas Agenda Annual Sub through 10/23/2016	700.00
Iowa League of Cities	Municipal Professional Academy- Smith	70.00
Iowa Office Supply Inc	Copier Maintenance Agreement	10.65
Iowa Office Supply Inc	Office Supplies	33.78
Iowa Office Supply Inc	Time Cards	13.32
NW Iowa Planning & Development Commission	SHIELD Draw #1 FY2016	333.33
Pitney Bowes Inc.	April 2015 to July 2015 Rental	100.00
Principal Life Ins Co	Insurance Premium August 2015	151.95
Qualified Presort Service, LLC	Past Due Notices	83.98
Reserve Account	Postage July 22, 2015	15.65
Schoon Construction Inc	Pay Estimate #1 of City Hall Parking Lot through 7/24	36,493.21
Wal Mart #01-1526	Supplies	61.07

Water Administration

Department Total = 44,939.66

Water Plant

Arnold Motor Supply, LLP	Oil Dry	7.69
Blue Tarp Financial	Well #4 Exhaust Fan	244.99
Bolton & Menk, Inc	Over Charged for Engineering- Lime Storage through	-784.73
Bomgaars Supply, Inc	Press Taps & Wrench	33.23
Bomgaars Supply, Inc	Sealant, Connectors	66.52
Bomgaars Supply, Inc	Downspouts & Adaptors	72.34
Bomgaars Supply, Inc	Lime Press Fasteners	3.60
Chem-Sult Inc	Sodium Chlorite	3,481.14
Chem-Sult Inc	Sodium Chlorite Freight	125.00
City of Storm Lake	Health Ins Allocations Aug2015	4,756.30
Control System Specialists, LLC	A/C Cleaning	320.84
Environmental Resource Associates	Lab QA Samples	261.81
Grainger Inc W.W.	Starter Buttons & Nozzle	195.64
Hawkins, Inc	Hypo 7/14/2015	2,435.40
Iowa Office Supply Inc	Log Books	61.44
Lundell Construction Co. Inc.	Salt Tank Fill- No Tax	209.14
Lundell Construction Co. Inc.	Salt Tank Fill- No Tax	740.82

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MidAmerican Energy Company	Electric Service May/June 2015	19,255.78
Mike's Electronics Inc	Service Call Day Bin 2	70.00
Mike's Lawn Service, Inc	WTP Rock Garden	539.00
Mississippi Lime Company	Lime	4,672.10
Mississippi Lime Company	Lime	4,738.60
Mississippi Lime Company	Lime	4,786.10
PraxAir inc	Carbon Dioxide	807.92
Principal Life Ins Co	Insurance Premium August 2015	425.96
ProBuild	Plywood for Sign	32.19
Star Energy, LLC	Fuel June 2015	104.07
UPS Store The	Electrical Glove Testing	14.92
Wal Mart #01-1526	Supplies	93.91

Water Plant	Department Total =	47,771.72
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Water Distribution

Bolton & Menk, Inc	Construction Services through 7/20/2015	13,855.50
City of Storm Lake	Drive Belt #34B	69.01
City of Storm Lake	Serviced #137	49.74
City of Storm Lake	Serviced #34B	178.56
City of Storm Lake	Health Ins Allocations Aug2015	1,415.53
Mangold Environmental Testing	Hwy 7 Water Tests	220.00
MidAmerican Energy Company	Electric Service May/June 2015	82.39
Principal Life Ins Co	Insurance Premium August 2015	137.95
Star Energy, LLC	Fuel June 2015	293.57
Underground Location Company	Locates	67.25

Water Distribution	Department Total =	16,369.50
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Water Meters

City of Storm Lake	Health Ins Allocations Aug2015	1,127.10
Principal Life Ins Co	Insurance Premium August 2015	56.13
Star Energy, LLC	Fuel June 2015	192.81

Water Meters	Department Total =	1,376.04
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Wastewater Administration

Accela, Inc #774375	June 2015 Online Payments	134.00
CCMH Medical Clinic	Physical- Smith	28.33
City of Storm Lake	Health Ins Allocations Aug2015	2,997.46
Custodian of Petty Cash	FEMA Audit Meeting Expense	10.34
Inobbar LLC	Novas Agenda Annual Sub through 10/23/2016	700.00
Iowa League of Cities	Municipal Professional Academy- Smith	70.00
Iowa Office Supply Inc	Office Supplies	33.77
Iowa Office Supply Inc	Time Cards	13.31
Iowa Office Supply Inc	Copier Maintenance Agreement	10.65
Pitney Bowes Inc.	April 2015 to July 2015 Rental	100.00
Principal Life Ins Co	Insurance Premium August 2015	151.89
Qualified Presort Service, LLC	Past Due Notices	83.98
Reserve Account	Postage July 22, 2015	15.65
Wal Mart #01-1526	Supplies	61.07

Wastewater Administration	Department Total =	4,410.45
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Wastewater Treatment Plant

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Arnold Motor Supply, LLP	Electrical Supplies	19.77
Bomgaars Supply, Inc	Weed Killer	22.99
Bomgaars Supply, Inc	Trailer Sprayer & Supplies	429.95
Bomgaars Supply, Inc	Weed Killer	5.99
Bomgaars Supply, Inc	Tarp & Tarp Strap	135.64
Bomgaars Supply, Inc	Key Blank	5.96
Bomgaars Supply, Inc	Washer Solution, Ball Valve, & Connector	19.35
Bomgaars Supply, Inc	Ball Valves & Adaptor	8.96
Bomgaars Supply, Inc	Coupler	2.99
Bomgaars Supply, Inc	Couplers & Elbows	10.27
Bomgaars Supply, Inc	Supplies	4.46
Bomgaars Supply, Inc	Supplies	5.12
Bomgaars Supply, Inc	Supplies	27.32
Century Link	July 2015 Phone Service	190.20
City of Storm Lake	Health Ins Allocations Aug2015	4,732.44
Electric Pump Inc	Relay Valve	309.98
Foundation Analytical Laboratory Inc	Testing	284.00
Foundation Analytical Laboratory Inc	Testing	1,020.00
Hach Chemical Company	Testing Supplies	77.40
Lundell Construction Co. Inc.	WasteWater Plant New 2" Line- Recycle Center Partia	10,035.20
MidAmerican Energy Company	Electric Service May/June 2015	10,393.00
NCL of Wisconsin Inc	Testing Supplies	74.59
Principal Life Ins Co	Insurance Premium August 2015	316.28
Recycle Center Harold Rowley	Waste Disposal	21.32
Rent-All	Scissorlift Rental	170.00
Specter Instruments, Inc	Software Maintenance & Support FY2016	395.00
Star Energy, LLC	Fuel June 2015	300.05

Wastewater Treatment Plant **Department Total =** 29,018.23

Wastewater Collection

Arnold Motor Supply, LLP	Jet Machine Battery	113.32
City of Storm Lake	Health Ins Allocations Aug2015	1,415.53
NW Iowa Planning & Development Commission	SHIELD Draw #1 FY2016	333.33
Principal Life Ins Co	Insurance Premium August 2015	137.95
Star Energy, LLC	Fuel June 2015	151.23
Underground Location Company	Locates	67.25
Veenstra & Kimm, Inc	Construction Observation through 7/18/2015	11,885.37
Veenstra & Kimm, Inc	Construction Observation through 7/18/2015	1,584.71
Veenstra & Kimm, Inc	Construction Observation through 7/18/2015	2,377.08
Veenstra & Kimm, Inc	Construction Admin through 7/18/2015	837.63
Veenstra & Kimm, Inc	Construction Admin through 7/18/2015	558.42
Veenstra & Kimm, Inc	Construction Admin through 7/18/2015	4,188.15
Veenstra & Kimm, Inc	Construction Staking through 7/18/2015	414.57
Veenstra & Kimm, Inc	Construction Staking through 7/18/2015	55.27
Veenstra & Kimm, Inc	Construction Staking through 7/18/2015	82.92

Wastewater Collection **Department Total =** 24,202.73

Landfill

Accela, Inc #774375	June 2015 Online Payments	134.00
City of Storm Lake	Health Ins Allocations Aug2015	469.58
Inobbar LLC	Novas Agenda Annual Sub through 10/23/2016	700.00
Iowa Office Supply Inc	Copier Maintenance Agreement	10.64
Principal Life Ins Co	Insurance Premium August 2015	20.68
Qualified Presort Service, LLC	Past Due Notices	83.98
Reserve Account	Postage July 22, 2015	7.82

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

Checks for Approval Report

From: 07/21/15 To 08/03/15
User: tyler.gibbins

Landfill

Department Total = 1,426.70

Storm Water Administration

Accela, Inc #774375	June 2015 Online Payments	134.00
City of Storm Lake	Health Ins Allocations Aug2015	753.83
Inobbar LLC	Novas Agenda Annual Sub through 10/23/2016	700.00
Iowa Office Supply Inc	Copier Maintenance Agreement	10.64
NW Iowa Planning & Development Commission	SHIELD Draw #1 FY2016	333.34
Principal Life Ins Co	Insurance Premium August 2015	28.98
Qualified Presort Service, LLC	Past Due Notices	83.98

Storm Water Administration

Department Total = 2,044.77

Storm Water Collection

Bolton & Menk, Inc	Nutrient Removal Evaluation On-Call Servcies	1,711.20
Bolton & Menk, Inc	Resident Representative Services through 7/20/2015	1,000.00
Bolton & Menk, Inc	Engineering Services Through 7/20/2015	6,043.50
City of Storm Lake	Health Ins Allocations Aug2015	660.57
Foundation Analytical Laboratory Inc	Groundwater Testing	60.00
Healy John J.	Pay Estimate #3 of Expansion Blvd SW	109,882.23
Principal Life Ins Co	Insurance Premium August 2015	57.50

Storm Water Collection

Department Total = 119,415.00

Street Cleaning

City of Storm Lake	Health Ins Allocations Aug2015	470.13
Star Energy, LLC	Fuel June 2015	206.85

Street Cleaning

Department Total = 676.98

Insurance

Auxiant - Claims Account	7/27/2015 Claims	4,071.37
Auxiant - Claims Account	July 20, 2015 Claims	1,899.42
Auxiant - Fixed Account	August 2015 Insurance Premuim	17,868.78
Auxiant - Flex Account	July 15, 2015 Flex Claims	18.74

Insurance

Department Total = 23,858.31

Vehicle Maintenance

Arnold Motor Supply, LLP	Spreaders	7.08
Arnold Motor Supply, LLP	Gear Oil	8.99
Arnold Motor Supply, LLP	Starters (2)	220.44
Arnold Motor Supply, LLP	O-Rings	15.99
Arnold Motor Supply, LLP	Belt	47.01
Arnold Motor Supply, LLP	Self Etching	13.58
Arnold Motor Supply, LLP	Starter	211.97
Arnold Motor Supply, LLP	Razors	2.99
Bomgaars Supply, Inc	Supplies	69.88
Fastenal Company	Supplies	25.12

Vehicle Maintenance

Department Total = 623.05

Technology

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

Checks for Approval Report

From: 07/21/15 To 08/03/15
User: tyler.gibbins

Scherrin, Inc	Fiber Line Boring		104,455.80
Technology		Department Total =	104,455.80
		Grand Total =	1,075,898.90

King's Pointe Resort
Disbursements 7/15/2015 through 7/28/2015

Vendor Name	Description	Amount
ACCO (2)	supplies	4,073.15
Ace Hardware Inc. (4)	supplies	389.78
American Red Cross	supplies	307.00
Ameripride Services (2)	supplies	1,084.84
Bomgaars Supply Inc.	supplies	3.59
Buena Vista Stationery	supplies	66.92
Carey's Furniture	supplies	15.43
Color-ize	supplies	547.98
Copyworks - Coralville	supplies	7.50
Daniels Filter Service	supplies	417.58
Iowa Division of Labor Service (2)	supplies	650.00
Expedia Inc.	commission	1,038.69
Ferguson Enterprises, Inc. (3)	supplies	188.24
Frigitec	supplies	697.06
Garbage Hauling Service	garbage service	592.96
Graphic Edge Inc.	supplies	7.49
Graffix Inc DBA Wall of Fame	supplies	(89.96)
Hawk-I Electric Inc.	repairs	3,861.70
Hy-Vee Food Stores (2)	food	455.66
Midamerican Energy Company (2)	utilities	21,881.75
Iowa Office Supply, Inc.	supplies	518.41
Joyce's Greenhouse	supplies	1,140.00
Julius Cleaners (2)	cleaning	182.00
Kineth Hotel Corporation (2)	payroll/mgt. fee/employee benefits	144,777.44
Mangold Environmental Testing	supplies	120.00
Media USA Advertising Inc.	advertising	495.00
Melanders Appliances & TV	supplies	1,440.00
O'Keefe Elevator Co., Inc.	supplies	1,075.26
Olsen Welding & Machine Shop	supplies	75.00
Orkin Exterminating Inc.	pest control	220.23
Otis Elevator Company	service	583.44
Pepsi-Cola Bottling Co. (2)	beverages	2,867.44
Pilot Tribune	advertising	41.40
Plasticard Locktech Int'l	supplies	815.33
Rebnord Technologies Inc.	tech support	2,258.33
Rent-All Inc. (2)	rentals	406.95
Saga Communications - KICD, KLLT	advertising	400.00
Schumacher Elevator Co.	elevator maintenance	943.29
Storm Lake Times	advertising	164.40
Sysco Guest Supply Inc.	supplies	1,115.78
Treasurer State of Iowa (4)	sales tax	42,754.00
UPS	postage	56.65
US Foods (2)	food	22,367.03
ASSA Abloy/Vingcard Elsafe	supplies	564.83
Vizergy	web site maintenance	2,060.00
Al's Liquor	beverages	616.94
Doll Distributing LLC	beverages	1,148.20
Glazer's Distributors	beverages	228.45
Johnson Brothers/ Iowa Wine & Bev	beverages	1,413.30
Total		267,046.46

Sunrise Pointe Golf Course
Disbursements 7/15/2015 through 7/28/2015

Ace Hardware Inc.	supplies	99.99
Daniels Filter Service	supplies	30.80
Graphic Edge Inc.	supplies	216.31
MidAmerican Energy Company	utilities	1,105.19
Julius Cleaners	mat cleaning	4.80
Kinseth Hotel Corporation	payroll, management fee	3,864.07
Pepsi-Cola Bottling Co. (2)	beverages	937.30
Speed's Automotive Supply	supplies	262.74
Alliant Energy	utilities	29.86
US Foods Inc (2)	food	1,078.17
Al's Liquor	beverages	538.28
Doll Distributing	beverages	1,673.50
Johnson Brothers/Iowa Wine & Bev	beverages	783.80
	Totals	10,624.81

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JULY 20, 2015, 5:00 P.M.

Present: Council Members Dan Anderson, Mike Porsch, Bruce Engelmann and David Walker. Absent: Mayor Jon Kruse and Sara Huddleston. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Infrastructure Superintendent Pat Kelly, Jason Etnyre Public Works Director, Jane Smith Finance Director, Project Manager/Community Development Director Mike Wilson, Wastewater Superintendent Ron Jacobsen, Finance Department Manager Jennifer Movall, and Justin Yarosevich City Clerk.

Mayor Pro-Tem Walker called the meeting to order at 5:00pm.

Hear the Public – None

Consent Agenda – Moved by Council Member Engelmann to approve the consent agenda which included warrants #49601 through #49727, minutes from the July 6, 2015 council meeting, liquor license renewal for El Mexicano and Casey's Central, board appointment of Doug White and Brent Bonner to the Airport Commission and Trevina Jefferson to the Planning and Zoning Commission, and appointment of Sue Vossberg to City Clerk. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston absent. Motion carried.

City Energy Management Program – Jason Parker, Regional Energy Manager, reviewed the goals of the energy management program that Storm Lake is one of 19 communities in Iowa that are partnering with the Iowa Economic Development Authority to generate savings in energy usage.

Jason outlined the accomplishments thus far and the draft goals for energy savings which have been developed by city staff.

FEMA Project – Contract 5 - Moved by Council Member Porsch to adopt Resolution No. 10-R-2015-2016 approving change order #6 to the contract with Gridor Construction for the Sanitary Sewer System Mitigation Project – Contract 5 – Wastewater Treatment Plant an extension of the contract completion date to October 1, 2015. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Huddleston absent. Motion carried.

RESOLUTION NO. 10-R-2015-2016

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

To approve Change Order No. 6 to the contract with Gridor Construction, Inc. for the Sanitary Sewer System Mitigation Project – Contract 5 – Wastewater Treatment Plant, for extension of the contract completion date from November 21, 2014 to October 1,

2015. The extension is to provide the contractor time to complete the construction and cleanup list items on the project.

There is no cost to Change Order No. 6. Total contract cost after change order No. 6 is \$8,921,866.

PASSED AND APPROVED this 20th day of July, 2015.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Anderson to adopt Resolution No. 11-R-2015-2016 approving change order #7 to the contract with Gridor Construction for the Sanitary Sewer System Mitigation Project – Contract 5 – Wastewater Treatment Plant an addition of \$20,707.00 to the contract. Total contract cost after change order #7 is \$8,942,573.00. Seconded by Council Member Walker. Vote: All ayes with Council Member Huddleston absent. Motion carried.

RESOLUTION NO. 11-R-2015-2016

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

To approve Change Order No. 7 to the contract with Gridor Construction, Inc. for the Sanitary Sewer System Mitigation Project – Contract 5 – Wastewater Treatment Plant, for items of work associated with the damage to the 24-inch influent force main from the Memorial Pump Station.

1. Concrete encasement of leaking force main – addition of \$707.00
2. Replacement of 30 feet of 24-inch force main – addition of \$20,000.00

Total cost of Change Order No. 7 is an addition of \$20,707.00 to the contract. Total contract cost after change order No. 6 is \$8,942,573.

PASSED AND APPROVED this 20th day of July, 2015.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Urban Renewal Plan – Moved by Council Member Engelmann to adopt Resolution No. 12-R-2015-2016 setting July 27, 2015 for a consultation session and setting August 24, 2015 for a public hearing on a proposed Amendment No. 4 to the Storm Lake Industrial Park Urban Renewal Plan. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston absent. Motion carried.

RESOLUTION NO. 12-R-2015-2016

RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 4 TO THE STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN IN THE CITY OF STORM LAKE, STATE OF IOWA

WHEREAS, by Resolution No. 33-R-91-92, adopted September 16, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake Industrial Park Urban Renewal Plan (the "Plan") for the Storm Lake Industrial Park Urban Renewal Plan 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, by Resolution No. 25-R-2004-2005, adopted October 18, 2004, this City Council approved and adopted an Amendment No. 1 to the Plan; and

WHEREAS, by Resolution No. 07-R-2010-2011, adopted July 19, 2010, this City Council approved and adopted an Amendment No. 2 to the Plan; and

WHEREAS, by Resolution No. 36-R-2013-2014, adopted November 18, 2013, this City Council approved and adopted an Amendment No. 3 to the Plan; and

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

ORIGINAL AREA

A part of the South Half (S1/2) of Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, and a part of the Northeast Quarter (NE¼) of Section (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter (SW¼)

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

The above parcel contains 115.46 acres in total

MCS Industrial Addition to Storm Lake, Iowa

AND

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

Beginning at the Northeast (NE) corner of the Southeast Quarter (SE¼) of said Section 2; thence South 89°45'20" West along the North line of said Southeast Quarter (SE¼), a distance of 2,131.17 feet to a point on the Easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southerly along the Easterly right of way line of said railroad on a curve whose short chord bearings are as follows: South 29°31'40" East, a distance of 57.05 feet; thence South 23°07'17" East, a distance of 601.83 feet; thence South 16°32'54" East, a distance of 56.08

feet; thence continuing along the Easterly line of said railroad right of way South 15°59'20" East, a distance of 675.12 feet to a point on the Northerly line of the Illinois Central Railroad right of way; thence South 89°44'44" East, along the Northerly line of said railroad, a distance of 824.23 feet; thence South 1°56'40" West, a distance of 238.22 feet; thence South 76°34'40" East, a distance of 872.88 feet to a point on the East line of said Southeast Quarter (SE¼); thence North along the East line of said Southeast Quarter (SE¼) a distance of 1,759.60 feet to the point of beginning containing 62.91 acres and subject to all easements of record.

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

AMENDMENT NO. 1 AREA

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

AMENDMENT NO. 2 AREA

A parcel in Buena Vista County, Iowa beginning at a point which is at the center of the intersection of the Canadian National Railroad right of way and Radio Road in Storm Lake, Iowa; thence South along the center line of Radio Road to the south right of way line of Highway 7; thence continuing South along the centerline of the County Road just West of the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to a point that the center line intersects with the South line of the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence East along a South line of the Northwest Quarter (NW¼), Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the Southeast corner of the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence North along the East line of the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the point where that East line intersects with the South line of Highway 7; thence East along the South line of Highway 7 to the point where it intersects with the center line of Gilbert Street extended South across Highway 7; thence North along the center line of Gilbert Street to the point where that line intersects with the center line of the Canadian National Railroad right of way; thence Northwesterly along the center line of the Canadian National Railroad right of way to the point of beginning.

AMENDMENT NO. 3 AREA

A tract of land located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows:

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

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

and

A tract of land located in the Southeast Quarter (SE¼) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Northwest (NW) Corner of the Southeast Quarter (SE¼) of said Section 1; thence on a true bearing of South 00°21'07" East along the West line of said Southeast Quarter (SE¼), 930.76 Feet to the point of beginning; thence South 89°10'02" East 838.14 Feet; thence South 00°21'07" East, 645.29 Feet to the North line of the Industrial Park Addition to the City of Storm Lake; thence North 89°50'14" West, along said North line, 255.00 Feet; thence North 00°02'17" East, 186.90 Feet; thence North 89°47'21" West, 583.58 Feet to the East line of Lot Six (6), Block One (1) of said Industrial Park Addition; thence North 00°32'05" West, along said East line, 220.28 Feet to the Northeast (NE) Corner of said Lot Six (6); thence North 00°21'07" West, along the West line of the Southeast Quarter (SE¼), 247.44 Feet to the point of beginning. Hereafter referred to as Lot C of Lot B in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

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

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 4 to the Plan ("Amendment No. 4" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm a proposed project to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that these areas be redeveloped as part of the overall redevelopment area covered by the Amendment; and

WHEREAS, this proposed Amendment No. 4 to the Urban Renewal Plan adds no new land; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 4 to the Storm Lake Industrial Park Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 4 to the Storm Lake Industrial Park Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

That the consultation on the proposed Amendment No. 4 to the Storm Lake Industrial Park Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 27th day of July, 2015, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 10:00 A.M., and the City Clerk, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 4 to the Storm Lake Industrial Park Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD
BETWEEN THE CITY OF STORM LAKE, STATE OF
IOWA AND ALL AFFECTED TAXING ENTITIES

CONCERNING THE PROPOSED AMENDMENT NO. 4
TO THE STORM LAKE INDUSTRIAL PARK URBAN
RENEWAL PLAN FOR THE CITY OF STORM LAKE,
STATE OF IOWA

The City of Storm Lake, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 10:00 A.M. on July 27, 2015, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa concerning a proposed Amendment No. 4 to the Storm Lake Industrial Park Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Amendment. Note that the Amendment includes an analysis of alternative development options and funding for public building(s) and why such options are less feasible than the proposed urban renewal project(s).

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Clerk, or his delegate, as the designated representative of the City of Storm Lake, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 4 to the Storm Lake Industrial Park Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2015.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

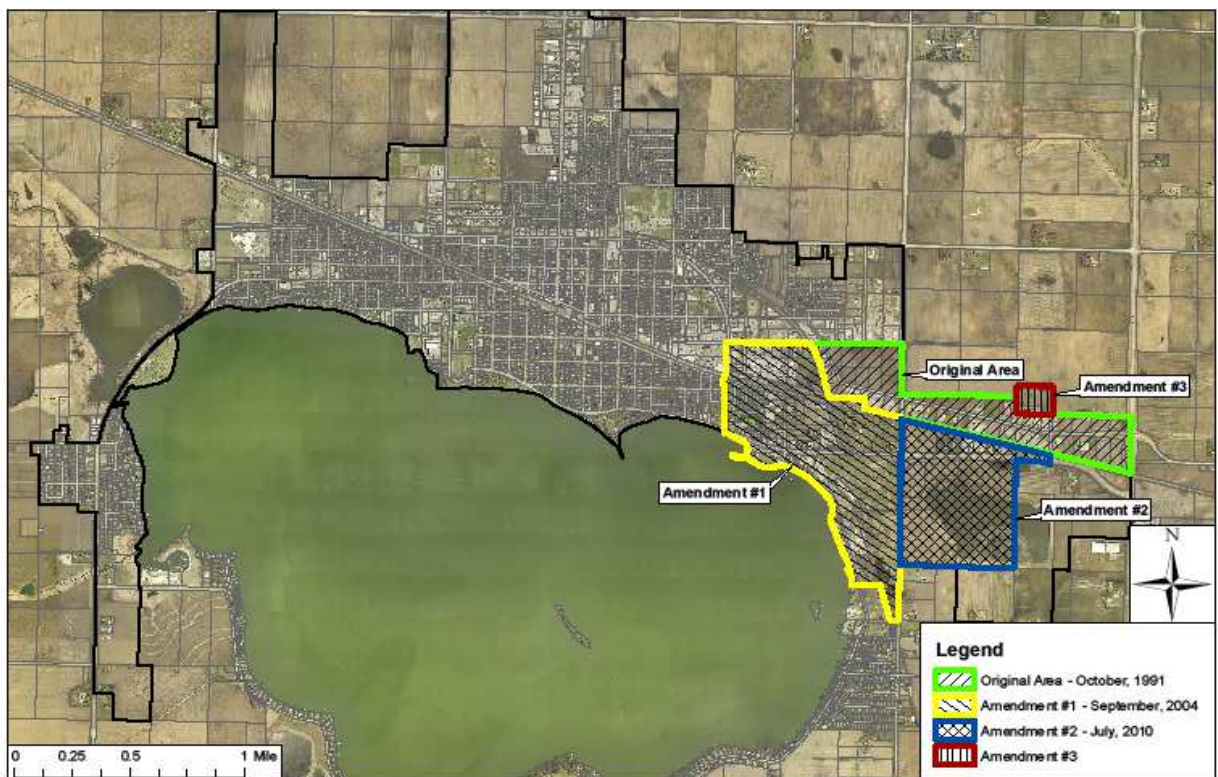
That a public hearing shall be held on the proposed Amendment No. 4 to the Storm Lake Industrial Park Urban Renewal Plan before the City Council at its meeting which commences at 5:00 P.M. on August 24, 2015, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

That the City Clerk is authorized and directed to publish notice of this public hearing in the Storm Lake Times, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER
APPROVAL OF A PROPOSED AMENDMENT NO. 4
TO THE STORM LAKE INDUSTRIAL PARK URBAN
RENEWAL PLAN FOR AN URBAN RENEWAL AREA
IN THE CITY OF STORM LAKE, STATE OF IOWA

The City Council of the City of Storm Lake, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:00 P.M. on August 24, 2015 in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, to consider adoption of a proposed Amendment No. 4 to the Storm Lake Industrial Park Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Storm Lake, State of Iowa, generally depicted in the following map:



A copy of the Amendment is on file for public inspection in the office of the City

Clerk, City Hall, City of Storm Lake, Iowa.

The City of Storm Lake, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment.

The proposed Amendment No. 4 would add and/or confirm a proposed project to be undertaken within the Urban Renewal Area to provide, in general, for the transfer of City owned land and incremental property tax rebates as incentives for the construction of a new residential condominium development. The proposed Amendment adds no new land. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2015.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

That the proposed Amendment No. 4 to the Storm Lake Industrial Park Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area

described therein is hereby officially declared to be the proposed Amendment No. 4 to the Storm Lake Industrial Park Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 20th day of July, 2015.

David Walker, Mayor Pro Tem

ATTEST:

Justin Yarosevich, City Clerk

EXHIBIT 1

**STORM LAKE INDUSTRIAL PARK
URBAN RENEWAL PLAN**

AMENDMENT #4

CITY OF STORM LAKE, IOWA

Original Area Adopted –1991

Amendment #1 – 2004

Amendment #2 – 2010

Amendment #3 – 2013

Amendment #4 – 2015

AMENDMENT #4

To

STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN CITY OF STORM LAKE, IOWA

The Storm Lake Industrial Park Urban Renewal Plan ("Plan") for the Storm Lake Industrial Park Urban Renewal Area ("Area" or "Urban Renewal Area"), adopted in 1991, and amended in 2004, 2010 and 2013 is being further amended to add and/or confirm a proposed project to be undertaken within the Urban Renewal Area ("Amendment #4" or "Amendment"). No land is being added to the Area by this Amendment.

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

AREA DESIGNATION

The Area has been designated as a mixed area for the remediation of blight and promotion of economic development (commercial and industrial). The Area continues to be appropriate for a mixed area for the remediation of blight and promotion of economic development (commercial and industrial).

PROJECT OBJECTIVES

No changes are made by this Amendment.

TYPES OF RENEWAL ACTIVITIES

No changes are made by this Amendment.

PROPOSED URBAN RENEWAL PROJECTS (Amendment No. 4)

Certain land within the Area is the site of the failed Regency Condominium site. This site contains partially constructed infrastructure and has been vacant for about 7 years. A tax dispute has been resolved. This Area has been designated as blighted. This Project was described in Amendment No. 3 as the "Condominium Redevelopment" Project. The City is considering entering into a Development Agreement with Developer Orton Development Company, L.L.C. (or a related entity) by which the City would convey the subject property to the Developer subject to terms and conditions in a Development Agreement. The transfer price is expected to be approximately \$225,000. It is expected that either residential condominium units or apartment units will be

constructed, possibly in phases. The City is expected to consider supporting the redevelopment of this property by transferring the property and providing rebates of the incremental taxes generated by the Project of up to \$1,000,000 to \$1,700,000, depending on the terms of a Development Agreement and the amount of incremental taxes generated. Project expenses, including engineering fees, abstracting costs, attorney's fees and other costs associated with Project are not expected to exceed \$20,000 to \$40,000. Depending on the City's needs and Developer's proposals, the total costs expected to be reimbursed from Tax Increment financing may total up to \$1,000,000 to \$1,700,000, depending on the circumstances. If an acceptable agreement cannot be reached with Orton Development Company, L.L.C. (or a related entity), the City will continue to seek redevelopment of this property with other entities through incentives to be reimbursed or funded from tax increment such as land, incremental tax rebates or other incentives up to \$1,000,000 to \$1,700,000.

DEBT

1.	July 1, 2015 constitutional debt limit:	\$23,070,287
2.	Outstanding general obligation debt as of July 20, 2015:	\$19,561,406
3.	Proposed amount of loans, advances, indebtedness or bonds to be incurred. A specific amount of debt to be incurred for the Proposed Urban Renewal Project (Amendment No. 4) has not yet been determined. The Projects authorized in this Amendment are only proposed projects at this time. The City Council will consider each Project proposal on a case-by-case basis to determine if it is consistent with the Plan and in the public's best interest to participate in the Project. These Projects, if approved, will commence and be concluded over a number of years. In no event will debt be incurred that would exceed the City's debt capacity. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Urban Renewal Projects as described above will be approximately as follows:	Up to \$1,020,000 to \$1,740,000

DEVELOPMENT PLAN

Storm Lake has a general plan for the physical development of the City, as a whole, outlined in the Storm Lake Comprehensive Plan that was adopted by the City Council in February, 2013. The goals, objectives, and projects proposed in this Amendment #4 are consistent with the City's Comprehensive Plan.

This Amendment #4 does not in any way replace the City's current land use planning or zoning regulation process.

PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

URBAN RENEWAL PLAN AMENDMENTS

The Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or to modify goals or types of renewal activities. The City Council may amend this Plan in accordance with applicable state law.

EFFECTIVE DATE

This Amendment #4 will become effective upon its adoption by the City Council. No changes are expected in the effective period of this Urban Renewal Area.

REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

Condo Site Sale – Moved by Council Member Porsch to adopt Resolution No. 13-R-2015-2016 (1) approving minimum development requirements, competitive criteria, and procedures for disposition of certain property within the Storm Lake Industrial Park Urban Renewal Plan area; (2) determining that the proposal submitted by Orton Development Company satisfies the offering requirements and declaring the intent of the City to enter into a purchase, sale and development agreement by and between the City of Storm Lake, Iowa and Orton Development Company, LLC in the event that no

competing proposals are submitted; and (3) soliciting competing proposals. Seconded by Council Member Anderson. Vote: All ayes with Council Member Huddleston absent. Motion carried.

RESOLUTION NO. 13-R-2015-2016

RESOLUTION (1) APPROVING THE MINIMUM DEVELOPMENT REQUIREMENTS, COMPETITIVE CRITERIA, AND PROCEDURES FOR DISPOSITION OF CERTAIN PROPERTY LOCATED WITHIN THE STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN AREA; (2) DETERMINING THAT THE PROPOSAL SUBMITTED BY ORTON DEVELOPMENT COMPANY, L.L.C. SATISFIES THE OFFERING REQUIREMENTS AND DECLARING THE INTENT OF THE CITY TO ENTER INTO A PURCHASE, SALE AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF STORM LAKE, IOWA AND ORTON DEVELOPMENT COMPANY, L.L.C., IN THE EVENT THAT NO COMPETING PROPOSALS ARE SUBMITTED; AND (3) SOLICITING COMPETING PROPOSALS.

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

WHEREAS, Orton Development Company, L.L.C., or its assignee (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 sell the Development Property to the Developer for \$225,000 (3.39 acres at \$66,371.68 per acre) to enable residential condominium units to be built on the Development Property, the terms of such proposal being in the form of a Purchase, Sale and Development Agreement (the "Development Agreement"); and

WHEREAS, in addition to the transfer of the Development Property, the Developer is obligated to, in general, construct a three-floor condominium building with a minimum of 44 units (Phase I) and a three-floor condominium building with a minimum of 33 units (Phase II) and in consideration thereof, the City is obligated to pay nine (9) consecutive annual payments of Economic Development Grants to Developer

consisting of zero percent (0%) of the Tax Increments in the first year and fifty percent (50%) of the Tax Increments in the remaining years, the cumulative total for all such payments not to exceed \$1,240,000; 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 purchase and redevelopment of the Development Property must submit a Development Agreement meeting the requirements set forth herein; and

WHEREAS, to both recognize the firm Development Agreement from the Developer for the disposition 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 acquisition 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 purchase of and redevelopment of the Development Property.
3. Approve the Developer's general terms as to form of the Development Agreement, 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 Development Agreement 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 Development Agreement and enter into the Development Agreement.
6. Approve and direct publication of a notice to advise any would-be competitors of the opportunity to compete for purchase 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 this Development Property for redevelopment

as set out herein.

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

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

Parcel # 14-11-200-006 in Buena Vista County.

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N $\frac{1}{2}$ NEFrac $\frac{1}{4}$) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57'36" West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57'36" West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08'30" West, 133.80 Feet; thence North 36°18'01" West, 264.00 Feet; thence North 44°23'22" West, 376.74 Feet; thence North 49°58'48" West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 Feet; thence South 49°58'48" East, 28.30 Feet; thence South 44°23'22" East, 397.06 Feet; thence South 36°18'01" East, 298.64 Feet; thence South 21°08'30" East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record

2. It is hereby determined that in order to qualify for consideration for selection, each potential developer must submit a proposal which contains terms no less favorable to the City than those set forth in the Development Agreement submitted by Developer and which must include and provide for the potential developer's purchase of the Development Property at not less than the fair value for use in accordance with the Plan, and in consideration of all the terms and conditions of the Development Agreement.
3. It is hereby determined, based on investigation by the City, that the purchase price of the Development Property as provided in the Development Agreement is equal to or greater than fair value, in consideration of all the terms and conditions of the Development Agreement, and is hereby approved.
4. It is hereby determined that the Development Agreement 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 or the

City's staff, and in the event that no other qualified proposals are timely submitted, the City intends to enter into the Development Agreement and transfer the Development Property to the Developer, or its permitted assignee, on the terms proposed. A copy of the Development Agreement is located at City Hall, in care of the clerk.

5. It is hereby determined that the Developer possesses the qualifications, financial resources and legal ability necessary to acquire 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 acquire and redevelop the Development Property, which Development Agreement is on file for public inspection at the office of the City Clerk, City Hall, 620 Erie Street, Storm Lake, Iowa.
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 sale of the Development Property must be received by the City Clerk at or before 12:00 P.M. (Noon) on August 24, 2015. 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 Council Chambers, 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 August 24, 2015, 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 20th day of July, 2015.

David Walker, Mayor Pro Tem

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Anderson to adopt Resolution No. 14-R-2015-2016 fixing date for a public hearing on the proposal to enter into a purchase, sale and development agreement with Orton Development Company, LLC and providing for publication of notice. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston absent. Motion carried.

RESOLUTION NO. 14-R-2015-2016

RESOLUTION FIXING DATE FOR A PUBLIC
HEARING ON THE PROPOSAL TO ENTER INTO A
PURCHASE, SALE AND DEVELOPMENT
AGREEMENT WITH ORTON DEVELOPMENT
COMPANY, L.L.C., AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 33-R-91-92, adopted September 16, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake Industrial Park Urban Renewal Plan (the "Plan") for the Storm Lake Industrial Park Urban Renewal Plan Area (the "Area" or "Urban Renewal 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 Orton Development Company, L.L.C. (the "Developer"), in the form of a proposed Purchase, Sale and 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 Industrial Park Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of a three-floor condominium building with a minimum of 44 units (Phase I) and a three-floor condominium building with a minimum of 33 units (Phase II), together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to nine (9) consecutive annual payments of Economic Development Grants to Developer consisting of zero percent (0%) of the Tax Increments in the first year and fifty percent (50%) of the Tax Increments in the remaining years 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 \$1,240,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; 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 August 24, 2015, for the purpose of taking action on the matter of the proposal to enter into an Agreement with Orton Development Company, L.L.C.

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 PURCHASE, SALE
AND DEVELOPMENT AGREEMENT WITH ORTON
DEVELOPMENT COMPANY, L.L.C., 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 August 24, 2015, 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 Purchase, Sale and Development Agreement (the "Agreement") with Orton Development Company, L.L.C. (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 Industrial Park Urban Renewal Area as defined and legally described in the Agreement, consisting of the construction of a three-floor condominium building with a minimum of 44 units (Phase I) and a three-floor condominium building with at least 33 units (Phase II), 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 nine (9) consecutive annual payments of Economic Development Grants to Developer consisting of zero percent (0%) of the Tax Increments in the first year and fifty percent (50%) of the Tax Increments in the remaining years 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 \$1,240,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

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

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

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

Dated this _____ day of _____, 2015.

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

(End of Notice)

PASSED AND APPROVED this 20th day of July, 2015.

David Walker, Mayor Pro Tem

ATTEST:

Justin Yarosevich, City Clerk

FEMA Project – Contract 3 – Moved by Council Member Engelmann to adopt Resolution No. 15-R-2015-2016 approving change order #6 to the contract with H & W Contracting for the Sanitary Sewer System Mitigation Project Contract 3 – Sanitary Sewer and Force Main – North Area an addition of \$13,276.75 to the contract. Total contract cost after change order #6 is \$1,581,764.75. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston absent. Motion carried.

RESOLUTION NO. 15-R-2015-2016

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

To approve Change Order No. 6 to the contract with H & W Contracting, LLC. for the Sanitary Sewer System Mitigation Project Contract 3 – Sanitary Sewer and Force Main – North Area, which includes the use of granular surfacing as a subgrade for the paving on 13th Street.

Change order Cost

1. Remove excess soil to install granular surfacing 200 CY @\$12.00/CY – addition of \$2,400.00
2. Class A roadstone 435.07 ton @ \$24.00/ton – addition of \$10,876.75

Total cost of change order #6 is an addition of \$13,276.75 to the contract. Total contract

cost after change order #6 is \$1,581,764.75.

PASSED AND APPROVED this 20th day of July 2015.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

MidAmerican Street Lighting Agreement – Moved by Council Member Engelmann to allow Jim Patrick to work with Mid-American on a customized agreement and change out process based on some sample installations that Mid-American will do prior to the City making a final decision. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston absent. Motion carried.

Conference Swim Meet – Moved by Council Member Anderson to adopt Resolution No. 16-R-2015-2016 approving the Storm Lake Swim Team requests for hosting the annual Conference Swim Meet in Awaysis Park. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Huddleston absent. Motion carried.

RESOLUTION NO. 16-R-2015-2016

RESOLUTION APPROVING THE STORM LAKE SWIM TEAM REQUESTS FOR HOSTING THE CONFERENCE SWIM MEET

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

To approve the use of the Great Lawn by the Storm Lake Swim Team on Saturday, July 25, 2015 with a rain date of Sunday, July 26, 2015 and waive the rental fee.

To further allow the selling of various goods including t-shirts, other apparel, goggles and food.

PASSED AND APPROVED this 20th day of July 2015.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Other

Mike Wilson asked for some time to recognize the volunteers and committee members for the RAGBRAI overnight stay. There were over 350 people involved in the project.

Council Member Porsch added that he wanted to thank the City crews and the volunteers who were out on Saturday to help prepare the community for the visit.

Jim Patrick added his thanks and his thanks also to the radio station for getting the word out on Saturday and getting 40 volunteers out to help pick up the parks.

Jim Patrick also announced that the City will be picking up tree debris from homes starting tomorrow and over the next couple of weeks.

City Manager Jim Patrick introduced Jane Smith to the City Council. Jane will be taking over as the City Finance Director next week.

Adjourn – Moved by Council Member Porsch to adjourn the meeting at 5:48pm. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Huddleston absent. Motion carried.

David Walker, Mayor Pro-Tem

Attest: Justin Yarosevich, City Clerk

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: July 28, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
BOZ WELLS
507 ERIE ST

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

	07-30-2013 to 07-27-2014	07-28-2014 to 7/26/2015
INCIDENTS		
Accident	1	0
Ambulance Call	0	1
Arrest	0	1
Business Assist	0	1
Business Security	7	2
City/County Department Assist	0	1
Disturbance	1	0
Keys Locked In Car	2	1
Parking Complaint	1	0
PR/Talk/Presentation	2	1
Scam	1	1
Station Assignment	0	5
Traffic Stop	1	1
ARRESTS	none	none

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: July 28, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
KNIGHTS OF COLUMBUS
1507 E LAKESHORE DR

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

	07-30-2013 to 07-27-2014	07-28-2014 to 07-26-2015
INCIDENTS		
Bar Check	18	6
Business Assist	1	1
Business Security	144	126
Citizens Assist	1	0
D.A.R.E. Presentation	3	0
Disturbance	1	0
Extra Security	1	0
Fight	2	0
Funeral Escort	2	0
Intoxicated Driver	0	1
Intoxicated Pedestrian	1	0
Keys Locked In Car	5	2
Motorist Assist	0	1
Pedestrian Stop	1	0
PR/Talk/Presentation	6	6
Open Window/Door	1	1
Registration Check	1	0
Station Assignment	1	2
Street Beat	1	1
Vehicle Search	1	0
Traffic Project	0	1
Traffic Stop	11	18

ARRESTS

Contempt of Court	1	0
Disorcerly Conduct	1	0
Public Intoxication	1	0

Recommendation: Approval of liquor license.

Applicant License Application ()

Name of Applicant: Sole Proprietorship

Name of Business (DBA): Harley E. Bucheli dba El Mariachi Family

Address of Premises: 523 Erie Street

City Storm Lake

County: Buena Vista

Zip: 50588

Business (712) 732-8306

Mailing 523 Erie Street

City Storm Lake

State IA

Zip: 50588

Contact Person

Name Harley E. Bucheli

Phone: (712) 749-0479

Email

bucheli_07@hotmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 01/01/1900

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: Sole Proprietorship

Corporate ID Number:

Federal Employer ID

Ownership

Harley Bucheli

First Name: Harley

Last Name: Bucheli

City: Storm Lake

State: Iowa

Zip: 50588

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: No

Insurance Company Information

Insurance Company: IMT Insurance Co

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Staff Summary

8/3/2015
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 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 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	\$1,075,898.90	\$131,620.77	\$87,207.28	66	\$882.62	1	\$43,530.87	33
King's Pointe	\$267,046.46	\$79,515.02	\$30,683.36	39			\$48,831.66	61

Golf Course	\$10,624.81	\$6,760.74	\$1,778.12	26		\$4,983.62	74
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RECOMMENDATION: Review Buy Local Information

Staff Summary

8/3/2015
Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Resolution No. 17-R-2015-2016 Authorizing The Use Of Awaysis Park, Right Of Way Closure, Noise & Related Requests For The 2015 Step Up Labor Day Run**

BACKGROUND: Attached to this summary is a written request from Angie Snyder (Coordinator) submitting a series of requests related to the 2015 Step Up Labor Day Run Event scheduled for Saturday, September 5, 2015 at 7:30am.

Specific requests are as follows:

*Use of Awaysis Park and its shelters houses on the date of the event from 6:00am until 12:00pm

*Closure of the West Awaysis Park parking lot between the hours of 6:00am and 12:00pm

*A Noise Variance for the Venue to be issued for the hours of 6:00am and 12:00pm for amplified announcements and entertainment

*A Run Permit to be issued for 7:30am

*Appropriate support from the Parks and Police Departments

The request is consistent with previous years.

The organization has made application for the appropriate insurance certificate.

FISCAL IMPACT: Both the Parks and Police Department will have staff time assigned to this event which will be absorbed in their normal operational budgets.

RECOMMENDATION: Pass Resolution No. 17-R-2015-2016 Contingent Upon Receipt of Appropriate Insurance Certificate

ATTACHMENTS:

Description		Type
	Letter and Permit	Permit
	Resolution No. 17-R-2015-2016	Resolution

Mark Prosser

From: Step Up <stepupstormlake@yahoo.com>
Sent: Thursday, July 09, 2015 10:27 PM
To: Mark Prosser
Subject: Step Up Labor Day Event

Hello Mr. Prosser,

It's that time of year again! We're gearing up for our Labor Day run to take place on Saturday September 5.

I need to request a permit for the event. I followed last year's format. I have applied for the third party insurance certificate and expect it within a couple weeks. Please let me know anything else that you will need. Thanks so much for your support on this event every year!

Event: 2015 Step Up Running Event
Issue To Name: Angie Snyder (Coordinator)
Organization: Step Up
Address: 1820 Perkins Ave
Nemaha, IA 50567
Phone: Cell(712)660-8089

Date of Event: Saturday September 5, 2015
Times of Event: See below
Expiration of Permit: September 6, 2015

Location/Area of Use: Noise Variance - Awaysis Park - 6:00am-12:00pm
Run-7:30am Sunrise Park Road - Lake Trail - Emerald Park

Type of Permit:

xxx	1. Noise Variance -8-7-4	6:00am-12:00pm
xxx	2. Ride/Run/Walk	7:30am
xxx	8. Other	Close West Awaysis Parking Lot 6:00am-12:00pm



**Public Safety
Police & Fire
PERMIT**

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

Event: 2015 Step Up Labor Day Run Event

Issued To:

Name: Angie Snyder

Organization: Step Up - Coordinator

Address: 1820 Perkins Avenue, Nemaha, IA 50567

Phone: C - 712-660-8089

Date(s) of Event: Saturday, September 5, 2015

Time(s) of Event: 6:00am until 12:00pm

Expiration of Permit: 9-6-2015

Location / Area
of Use:

Awaysis Park

Type of Permit

- ☒ Noise Variance (8-7-4)
- ☐ Ride/Run/Walk (9-13-4)
- ☐ Parade (9-13-4)
- ☐ Public Demonstration (8-7-4)
- ☐ Street Closing
- ☐ Fireworks (8-2-1(I2A))
- ☐ Authorized Burn (7-2-2-B)
- ☐ Other

Authorized by: Mark A. Prosser

Date: 8-4-2015

Signature:

Please Print

Title: Public Safety Director



**Public Safety
Police & Fire
PERMIT**

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

Event: 2015 Step Up Labor Day Run Event

Issued To:

Name: Angie Snyder

Organization: Step Up - Coordinator

Address: 1820 Perkins Avenue, Nemaha, IA 50567

Phone: C - 712-660-8089

Date(s) of Event: Saturday, September 5, 2015

Time(s) of Event: 7:30am

Expiration of Permit: 9-6-2015

Location / Area
of Use:

Sunrise Park Road - Lake Trail - Grand Avenue - West 4th/Shoreway - Angier - West 5th - Vista - Emerald Park

Type of Permit

☐ Noise Variance (8-7-4)

☒ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 8-4-2015

Signature:

Please Print

Title: Public Safety Director

RESOLUTION NO. 17-R-2015-2016

A RESOLUTION APPROVING REQUESTS FOR THE 2015 STEP UP RUNNING EVENT

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

To approve the use of Awaysis Park and its shelter houses on Saturday, September 5, 2015 between the hours of 6:00am and 12:00pm.

To further approve the closing of the West Awaysis Park parking lot on Saturday, September 5, 2015 between the hours of 6:00am and 12:00pm.

To further approve a noise variance on Saturday, September 5, 2015 between the hours of 6:00am and 12:00pm.

To further approve appropriate support from the Parks and Public Safety Departments.

And to further issue a Run/Walk Permit for the event.

PASSED AND APPROVED this 3rd day of August, 2015.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

8/3/2015
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: Mark Prosser, Public Safety Director

SUBJECT: **Resolution No. 18-R-2015-2016 Authorizing Requests For The 2015 Wood, Wine, & Blues Event**

BACKGROUND: Attached to this summary is a written request from Kristi Davis with Storm Lake United making a series of requests associated with the 2015 Wood, Wine, and Blues Event scheduled for August 14 through 16, 2015 in Sunset Park.

The specific requests are as follows:

*Use of Sunset Park for the event's venue from 9:00am on Friday, August 14 until 5:00pm on Sunday, August 16, 2015.

*Use of the Sunset Park band shell on Saturday, 8/15 from 12:00pm until 8:00pm

*Noise Variance to be issued for outdoor entertainment and tree/wood carving as follows,

Friday, 8/14	12:00pm - 9:00pm
Saturday, 8/15	11:00am - 7:00pm
Sunday, 8/16	12:00pm - 3:30pm

*Permission for the chainsaw carvers to complete tree sculptures on designated logs throughout the three day event, (Friday, 1:00pm-5:30pm), (Saturday, 1:00pm-6:00pm), (Sunday, 12:00pm-3:30pm)

*Permission for craft vending within the venue on Saturday, 8/15 from 1:00pm until 6:00pm

*Permission for Storm Lake United to sell quick carve sculptures on Saturday within the venue

*Permission for food vending within the venue on Friday and Saturday

- *Permission for competing carvers to sell their merchandise within the venue throughout the event
- *Access to electricity in Sunset Park
- *Appropriate support from the Parks and Public Safety Departments

FISCAL IMPACT:

The request are consistent with previous years however the event has relocated from Awaysis Park to Sunset Park this year. The Parks Department will have staff time attributed to this event which will be paid for from their normal operations budget. Public Safety will have minimal staff time related to this event.

RECOMMENDATION:

The event is designed to bring visitors to the community and park system which should translate to a positive fiscal impact to local businesses.

Pass Resolution No. 18-R-2015-2016

ATTACHMENTS:

Description	Type
 Wood Wine & Blues Letter & Variance	Contract
 Resolution No. 18-R-2015-2016	Resolution

Storm Lake Public Safety Department
Attn: Chief Mark Prosser
401 East Milwaukee Ave
Storm Lake, IA 50588

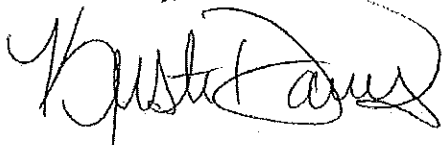
Dear Chief Prosser,

On August 14-16, 2015, Storm Lake United is planning to host Wood, Wine & Blues. Wood, Wine & Blues is a community-wide event that will include a three day chainsaw carving competition between five professional carvers, a wine and arts festival on Saturday, August 15th in the park with craft vendors selling their products and Iowa wineries and breweries providing free tastings for the public, and free daytime concerts from local artists. Storm Lake United would like to request permission for the following:

- To use Sunset Park between the hours of 9 a.m. to 9 p.m. on Friday, August 14th, from 10 a.m. to 7 p.m. on Saturday, August 15th and from 9 a.m. to 5 p.m. on Sunday, August 16th, 2015.
- To use the Sunset Park Bandshell from noon -- 8 p.m. on Saturday, August 15th.
- To have a noise variance on Friday, August 15th from noon to 9 p.m. in Sunset Park for tree carving and announcements in the park, on Saturday, August 16th from 11 a.m. to 7 p.m. in Sunset Park for tree carving, announcements, and music in the parks, and on Sunday, August 16th from 10 a.m. until 5 p.m. for chainsaw carving and announcements.
- To allow chainsaw carving competitors to complete tree sculpture carvings with the designated logs located in Sunset Park from 1:00 p.m. to 5:30 p.m. on Friday, August 14th, from 1 p.m. to 6 p.m. on Saturday, August 15th and from 12 p.m. until 3:30 p.m. on Sunday, August 16th.
- To allow craft vendors to display and sell their products in Sunset Park on Saturday August 15th from 1 p.m. to 6 p.m.
- To allow Storm Lake United to sell quick carve sculptures that the competing carvers will create in a 90 minute quick carve competition via silent auction on Saturday.
- To allow food vendors to sell their products on Friday and Saturday in Sunset Park
- To allow the competing carvers to sell their work in Sunset Park.
- For appropriate support from parks and public safety.
- For access to electrical power in Sunset Park.

I have attached the schedule of the event and the competition rules and regulations. The competing carvers will be responsible to supply their own safety equipment, including safety netting, fire extinguishers, eye protection, ear plugs, and chainsaw resistant pants or chaps. Each carver will be required to sign a waiver before they will be able to compete in the competition. A Storm Lake United representative will attend the City Council meeting to answer any questions or concerns there may be about the event. If any questions arise before the meeting, please feel free to contact me. Thank you for your time and consideration.

Sincerely,



Kristi Davis
Marketing and Activities Director
Storm Lake United
Storm Lake United



Wood Wine & Blues Chainsaw Carving Contest

August 14th - 16th 2015

Sunset Park ~ Storm Lake, IA

Friday, August 14th

11:00 a.m. – Contestant Check-In, Registration and Carvers Lottery

12:00 p.m. - 12:30 p.m. – Carver's Meeting

1:00 p.m. – 5:30 p.m. – Carving Begins

5:00 p.m. – 6:30 p.m. – Supper Break (Hotel Check-In)

6:00 p.m. – Judges Meeting

6:30 p.m. – 8:00 p.m. – Contestant Quick Carve

Saturday, August 15th

1:00 p.m. – 6:00 p.m. – “Wine and Arts in the Park” including live music from local artists

Noon – 1:00 p.m. – Lunch Provided by Storm Lake United (No Carving)

1:00 p.m. – 6:00 p.m. – Afternoon Carving Begins

Sunday, August 16th

11:00 a.m. – noon – Lunch provided by Storm Lake United in Sunset Park

12:00 p.m. – 3:30 p.m. – Final Carving

4:30 p.m. – Awards Ceremony



Wood Wine & Blues Festival Schedule

August 14th - 16th 2014

Sunset Park ~ Storm Lake, IA

Friday, August 14th

11:00 a.m. - 12:30 p.m. – Contestant Check-In, Registration and Carvers Lottery

1:00 p.m. – 5:30 p.m. – Carving Begins

6:30 p.m. - 8:00 p.m. - Contestant Quick Carve

Saturday, August 15th

6:00 a.m. 12:00 p.m.– Hy-Noon Kiwanis Triathalon

1:00 p.m. – 6:00 p.m. – “Wine and Arts in the Park” including live music from local artists

1:00 p.m. – 6:00 p.m. – Saturday Carving Begins

1:00 p.m. – 6:00 p.m. – People’s Choice Ballots will be open for guests to vote on their favorite tree sculpture.

Sunday, August 16th

12:00 p.m. – 3:30 p.m. – Final Carving

12:00 p.m. – 3:30 p.m. – People’s Choice Ballots will be open for guests to vote on their favorite tree sculpture.

4:30 p.m. – Awards Ceremony



Wood Wine & Blues Chainsaw Carving Contest

August 14th - 16th

Sunset Park ~ Storm Lake, Iowa

Dear Wood, Wine & Blues Contestant,

Thank you for your participation in Wood, Wine & Blues on August 14th, 15th, and 16th. We are looking forward to having you at the competition.

Carver registration and check-in will begin at 11:00 a.m. on Friday at Sunset Park. At check-in you will be given a packet with rules and regulations (also included in this packet), and you will draw in the carver's lottery for your allotted logs.

After you have registered and have been given your logs, you may take your materials and equipment to your station to set up for the first round of carving. Once you have finished setting up, the contest organizers will come to inspect that you brought all of the necessary safety gear (as stated in the regulations). Each competing carver is required to have the following safety gear:

- Ear Protection (ex. ear plugs/muffs)
- Eye Protection (ex. safety goggles/glasses)
- Leg Protection (ex. nylon chaps or other nylon chainsaw resistant pants, blue jeans are **not** a sufficient form of leg protection)
- Safety Netting (to protect the observing public from flying wood chips)

Carvers who do not come equipped with the mentioned equipment will not be allowed to compete in the Wood, Wine, & Blues carving competition!

The rules and regulations for the contest are enclosed. We will review these and other items at the Contestant Meeting on Friday at 12:00 noon.

Carvers will then begin the first round of carving at 1:00 p.m. and will continue to carve until 5:30 p.m. There will then be a 90 minute break to allow competitors to eat supper which will be provided by Storm Lake United. After the break carvers will then reconvene at 6:30 p.m. to begin a 90 minute quick carve piece that will be sold on a silent auction during the festival.

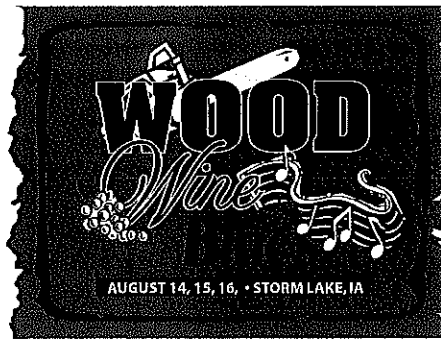
In addition to rules and regulations, you will find the Wood, Wine, and Blues Safety Waiver, a schedule of all Wood, Wine & Blues activities, a brochure with information on Storm Lake attractions, a carver questionnaire for our local newspapers, and a W9 form for tax purposes. If you would like to include any additional pictures to be published in our newspapers with your carver questionnaire feel free to send those to Storm Lake United.

If you have any questions or concerns, please feel free to contact us. We look forward to having you at the Wood, Wine & Blues Carving Competition and we hope you enjoy your time in Storm Lake.

Good Luck!

Thank you,

Kristi Davis
Marketing and Activities Director
Storm Lake United
(712) 732.3780
kristi@stormlakeunited.com



Wood Wine & Blues Chainsaw Carving Contest

Rules and Regulations

August 14th - 16th
Sunset Park ~ Storm Lake, Iowa

Five carvers are invited to compete in the Wood, Wine, and Blues Carving Competition, a three day outdoor event to be held in Storm Lake, Iowa. A panel of judges will award winners, and a People's Choice award will be presented to the carver most loved by the public.

Our competitors will also complete a "Quick Carve" piece to be sold on a silent auction

Wood, Wine, and Blues Prizes

1st Place - \$1,500

2nd Place - \$1,000

3rd Place - \$500

4th Place - \$300

5th Place - \$200

People's Choice Award

Carvers:

- Each Team will consist of a Lead Carver and one Assistant if desired.
 - a) Lead Carvers duties: overall planning, direct carving, and responsibility for maintaining a safe site.
 - b) Assistant duties: troubleshooting, maintaining site and answering inquiries to ensure lead carver isn't distracted by the public while using equipment. **No carving can be done by the Assistant.**
- Only registered participants may work on a carving.
- Registered participants will be required to sign a total waiver of any injury claims whatsoever against the producers, coordinators, staff, volunteers and sponsors of this event. Carvers and their Assistants will take total responsibility for any injury sustained during this competition. NO EXCEPTIONS. All equipment must be operated in a safe and responsible manner.

Equipment and Supplies:

Teams will come equipped with the following:

- Carving Tools such as:
 - Chainsaws
 - Chisels
 - Grinders/Sanders
 - Clear Finish ONLY (No paint will be allowed, Australian Timber Oil is permitted)
 - Torches
- A personal generator.
- Personal safety gear (including eye, ear, hand, and leg protection and safety netting).
- Extension Cords when necessary.
- A minimum of 3 lb fire extinguisher is mandatory.
- Shade canopy if desired (strongly recommended).
- Short ladder if desired.
- Scaffolding for each carver will be provided by Storm Lake United.

Safety Gear:

ALL carvers MUST come equipped with the following safety gear:

- Eye protection such as goggles or safety glasses
- Ear protection such as ear plugs or ear muffs
- Leg protection such chainsaw resistant chaps/pants (blue jeans are **NOT** sufficient for leg protection)
- Safety Netting to protect the general public from flying wood chips
- A minimum of a 3lb fire extinguisher

Carvers who do not come equipped with the necessary safety gear will not be allowed to carve until they are properly set up with the required safety gear!

Allotment of Logs:

- Draw will occur at 11:00 a.m., August 14, at Sunrise Park (work may not commence until 1:00 p.m.)
- Carvers will draw for a number to determine log choosing, e.g., a competitor draws number 1, and therefore he/she gets the stump labeled log number 1.
- Add on wood will be allowed on the conditions that the add ons are made specifically from the excess wood of the original stump provided to the carver and they are safe. (No sharp edges, points etc.)
- Carvers may not trade logs.
- Should a carver receive a rotten log, they will be issued a new log.
- Carvers absent from the draw will be given remaining choice of logs.
- Each competing carver will create one 4 to 5 foot sculpture that will remain in Storm Lake and one 2 to 3 foot tall quick carve sculpture that will be sold on auction.
- All logs are pine.
- The competition log will be approximately 6 to 7 feet tall and 20 inches in diameter.
- The quick carve log will be approximately 4 feet tall by 20 inches in diameter.
- All finished pieces will become property of the City of Storm Lake and Storm Lake United.

Hours of Carving:

- Each carver will operate equipment during the following hours ONLY:

August 14th

- First Carve 1:00 p.m. to 5:00 p.m. (4 hours)
- Quick Carve 6:30 p.m. to 8:00 p.m. (1.5 hours)

August 15th

- Afternoon Carve 1:00 p.m. to 6:00 p.m. (5 hours)

August 16th

- Final Carve 12:30 p.m. to 3:30 p.m. (3 hours)

- All carving and finishing will cease on the main piece at 3:30 p.m. on Sunday, August 16th and judging will commence shortly thereafter.
- In the event that a carver wishes to do more work on their piece, it may be done after judging.
- For safety reasons and judging credibility, these hours will be strictly enforced.

Storm Lake United will also be providing bottled water and meals for each carver, however if the carver wishes to bring his/her own water or snacks they are welcomed to do so.

Prizes

Each carver will be awarded a \$250.00 check for participating in Wood, Wine, & Blues. These checks will be available after the awards ceremony on Sunday August 16th. In addition to the cash prizes for 1st through 5th places, there will be trophies and certificates available at the awards ceremony on August 16th.

Waiver for Wood, Wine and Blues Chainsaw Carving Competition

I, _____, (Lead Carver) state that I am a participant in the Wood, Wine and Blues Carving Competition, which is being held on August 14, 15, and 16th. I do hereby assume any risk for any and all injuries that I might receive by virtue of being a participant in the aforesaid activity and as a condition to become a participant in the aforesaid activity, I do hereby release and forever discharge the City of Storm Lake, Storm Lake United, coordinators, sponsors, staff, and volunteers from any and all liability whatsoever for any injury that I may receive by virtue of the participation in the aforesaid activity and do specifically assume all risks associated thereby. By signing this form I also release my right to have photos and video footage taken of myself.

Signature _____

Printed Name _____

I, _____, (Assistant) state that I am a participant in the Wood, Wine, and Blues Chainsaw Carving Competition, which is being held on August 14, 15, and 16th. I do hereby assume any risk for any and all injuries that I might receive by virtue of being a participant in the aforesaid activity and as a condition to become a participant in the aforesaid activity, I do hereby release and forever discharge the city of Storm Lake, Storm Lake United, coordinators, sponsors, staff, and volunteers from any and all liability whatsoever for any injury that I may receive by virtue of the participation in the aforesaid activity and do specifically assume all risks associated thereby. By signing this form I also release my right to have photos and video footage taken of myself.

Signature _____

Printed Name _____

This waiver must be completed to become a participant in the Wood, Wine, and Blues Chainsaw Carving Event. Thank you for your interest in our community and this event. Good luck everyone.

Return Waivers to:

Kristi Davis
Storm Lake United
119 W. 6th St. – PO Box 584
Storm Lake, IA 50588
www.visitstormlake.com



Wood Wine & Blues Chainsaw Carver Questionnaire

During the months of July and August, Storm Lake United will promote each carver competing in Wood, Wine, and Blues 2015. Each week a different carver will be featured to introduce them to the citizens of Storm Lake and Buena Vista County. Below is a questionnaire that we would like each carver to compete to be shown in their feature article. If you have any photos of your work that would also like to see in these feature articles feel free to send them to Kristi at PO Box 584 Storm Lake, IA 50588

Name:

Hometown:

Current Town:

How many years have you been carving?

What other competitions have you been in?

Have you won any awards at these competitions?

What is your favorite figure to carve?

What type of wood do you prefer to carve on?

Any other facts or information that you would like to be known during your feature?



**Public Safety
Police & Fire
PERMIT**

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

Event: 2015 Wood, Wine & Blues

Issued To:

Name: Kristi Davis

Organization: Storm Lake United

Address: 119 West 6th Street, Storm Lake, IA 50588

Phone: 712-732-3780

Date(s) of Event: August 14 through August 16, 2015

Time(s) of Event: See Below

Expiration of Permit: 8-17-2015

Location / Area
of Use:

Sunset Park Noise Variance : Friday, 8-14-2015 12:00pm until 9:00pm / Saturday, 8-15-2015 11:00am until 7:00pm / Sunday, August 16, 2015 12:00pm until 3:30pm

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: 8-4-2015

Signature:

Please Print

Title: Public Safety Director

RESOLUTION NO. 18-R-2015-2016

A RESOLUTION APPROVING THE REQUESTS FROM STORM LAKE UNITED FOR THE 2015 WOOD, WINE & BLUES EVENT

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

To approve the use of Sunset Park from 9:00am on Friday, August 14, 2015 until 5:00pm Sunday, August 16, 2015.

To further approve the use of the Sunset Park band shell on Saturday, August 15, 2015 from 12:00pm until 8:00pm.

To further approve a noise variance for outdoor entertainment and tree/wood carving on Friday, August 14, 2015 between the hours of 12:00pm until 9:00pm, Saturday, August 15, 2015 between the hours of 11:00am until 7:00pm and Sunday, August 16, 2015 between the hours of 12:00pm until 3:30pm.

To further give permission for the chainsaw carvers to complete tree sculptures on designated logs on Friday 1:00pm-5:30pm, Saturday 1:00pm-6:00pm and Sunday 12:00pm-3:30pm and permission to sell their merchandise within the venue throughout the event.

To further give permission for Storm Lake United to sell quick carve sculptures on Saturday within the venue.

To further give permission for craft sales on Saturday, August 15, 2015 from 1:00pm until 6:00pm within the venue.

To further give permission for food vending within the venue on Friday, August 14, 2015 and Saturday, August 15, 2015.

To further give access to electricity in Sunset Park.

To further approve the support from the Parks and Public Safety Departments.

PASSED AND APPROVED this 3rd day of August, 2015.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

8/3/2015

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: Jane Smith, Finance Director

SUBJECT: **Motion To Accept Financial Advisory Services Agreement With Piper Jaffray**

BACKGROUND: The City needs to issue bonds to cover the cost of construction on two storm water projects: Expansion Blvd. and North Central. These bonds will be issued through the State Revolving Loan Fund (SRF). As part of the process, the City staff requires the assistance of a financial advisor to help administer and develop the documents needs for issuance of the bond. The attached agreement with Piper Jaffray outlines the terms and fees related to this issue.

Piper Jaffray and Tim Oswald have assisted the City for the past several years with similar projects. The City has had no issues in the past and has found their work to be very helpful in ensuring quality issuance documents. The agreement is the same agreement as was previously approved by Council for the refinancing of the King's Pointe Resort bonds.

FISCAL IMPACT: The agreement contains a provision for a minimum fee of \$5,000 and a maximum of \$30,000 per issue. The fee is based on 0.3% of the gross proceeds.

The City will include the cost of Piper's services in the bond amount, thus the bond proceeds will cover Piper's cost.

RECOMMENDATION: Approve Motion

ATTACHMENTS:

Description	Type
📎 Piper Jaffray Agreement	Contract

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement, (the “Agreement”) is entered into the __th day of _____ 2015, by and between the City of Storm Lake, Iowa (the “Issuer”), and Piper Jaffray & Co. (“Piper”).

RECITALS

WHEREAS, the Issuer requires the provision of financial services in connection with the issuance by the Issuer to the Iowa State Revolving Loan Fund (SRF) private placed (without an official statement) loans to finance the Expansion Blvd and North Central Storm Water Projects, including one or more series of sales tax TIF revenue bonds (general obligation backup), storm water utility revenue bonds, and general obligation notes or other obligations, (the “Project”)

WHEREAS, the Issuer desires to engage Piper to render the services.

WHEREAS, the Issuer has selected Ahlers & Cooney P.C. as bond counsel (“Bond Counsel”) and has not relied on Piper for any assistance selecting Bond Counsel, Piper is not party to the engagement agreement between Issuer and Bond Counsel, including having a working knowledge of any limitations under said agreement; and Piper shall assume no responsibility for the work or opinions provided by Bond Counsel;

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the parties agree as follows:

Section 1. Scope of Services. The Scope of Services shall include assistance in the following areas:

- a) Propose bond terms for the securities being sold
- b) Develop a timeline with respect to the issuance of proposed securities
- c) Communicate with the SRF when appropriate regarding the timeline, payment schedule or other logistical issues
- d) Prepare sales tax TIF cash flow model to illustrate the income and expenses of the sales tax TIF including bond payments
- e) Coordinate the closing of the transaction

Extent of Duties Arising under this Agreement

The Issuer and Piper intend and agree that, to the extent the performance of services by Piper with respect to a Project constitutes municipal advisory activities within the meaning of proposed rule 15Ba1 of the Securities Exchange Act of 1934 or otherwise creates a duty of Piper under Section 15B(c)(1) of the Securities Exchange Act of 1934 or Rule G-23 of the Municipal Securities Rulemaking Board, such duty does not extend beyond the services to be provided with respect to that Project and such duty does not extend to any other contract, agreement, relationship, or understanding of any nature between the Issuer and Piper.

Section 2. Compensation. The Project is to be financed by the SRF without any official statement. The Issuer shall pay Piper a fee of 0.3% of the gross proceeds of securities sold, with a minimum fee of \$5,000 per series of bonds or notes issued and a maximum total combined fee of \$30,000 per issue. Billing will be submitted to Issuer at the time of closing of the security in question, and is due and payable upon receipt.

Section 3 Expenses: The Issuer will reimburse Piper for all of Piper’s out-of-pocket travel-related expenses necessary in fulfilling its duties outlined herein, if any. The Issuer will be responsible for the payment of all fees and expenses commonly known as Costs of Issuance, including but not limited to: CUSIP numbers, publication expenses, Counsel, ratings, credit enhancement, travel associated with

securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

Section 4. Term of Agreement. The term of this Agreement shall begin on the date of execution set forth above and shall terminate on the completion of the Project.

So long as Piper is performing pursuant to this Agreement, the Issuer may not terminate this Agreement at any time prior to completion of the Project. In the event of non-performance on the part of Piper, the Issuer shall first give written notice to Piper of the specific event of non-performance, and shall allow Piper 30-days to remedy the specific item of non-performance, prior to termination. If Piper fails to remedy the specific item of non-performance within the prescribed 30-day period of time, then the Issuer may, at that point, terminate this Agreement by providing payment to Piper for all Reasonable Fees.

Piper may terminate this Agreement at any time, however, in the event of termination, only the sum of the fees earned, whether previously billed to the Issuer or not, shall be due and payable.

Reasonable Fees shall mean: With respect to each component of Bonds, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement divided by the total amount of time, in months, necessary to financial closing of the component of Bonds in question. By way of example, if the Agreement is executed on January 1, 2015, and the expected completion of one component of Bonds is September 1, 2015 (that being 8 months), and the Agreement is terminated on July 1, 2015 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8).

The provisions of Sections 3, 4, 11, 14 and 15 shall survive termination of this Agreement.

Section 5. Independent Contractor. Piper is an independent contractor and nothing herein contained shall constitute or designate Piper or any of its employees or agents as employees or agents of the Issuer.

Section 6. Assignment. Neither Piper nor the Issuer shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. Acquisition of Piper by a third party firm shall not constitute an assignment of this Agreement.

Section 7. Entire Agreement/Amendments. This Agreement, including any amendments hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Piper and the Issuer.

Section 8 Not Liable for Advice of Third Party Financial Advisors: Should the Issuer seek advice from third party financial services providers, bankers or legal advisors or others providing guidance similar in scope to that contemplated herein, the Issuer agrees that Piper shall not be held liable for advice or recommendations made to the Issuer by third party financial services providers, bankers or legal advisors.

Section 9. Legal Advice. Piper is not legal counsel or an accountant and is not providing legal or accounting guidance. None of the Services contemplated in this Agreement shall be construed as or a substitute for legal services.

The parties agree that Piper is not party to the engagement agreement between Issuer and (all, if used by the Issuer) its Issuer's Counsel, Bond Counsel or Disclosure Counsel (collectively, "Counsel"),

including having a working knowledge of any limitations under said agreements; and Piper shall assume no responsibility for the work or opinions provided by Counsel. The Issuer represents that it did not rely on Piper for assistance in selecting or evaluating said Counsel.

Section 10. Reserved

Section 11. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Issuer at:

City of Storm Lake
Office of the City Clerk
City Hall, P.O. Box 1086
Storm Lake, IA 50588-1086

or to Piper at:

Piper Jaffray & Co.
3900 Ingersoll Ave. Suite 110
Des Moines, IA 50312
Attention Public Finance Department

Section 12. Consent to Jurisdiction; Service of Process. The parties each hereby (a) agrees, with respect to any actions and proceedings arising out of or relating to this Agreement, (i) if Piper brings an action against Issuer, to submit to the jurisdiction of any Federal court sitting in Des Moines, Iowa or state court sitting in Buena Vista County, Iowa; (ii) if the Issuer brings an action against Piper, to submit to the jurisdiction of any Federal court sitting in Des Moines, Iowa or state court sitting in Polk County, Iowa; (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, and (d) agrees not to commence any action or proceeding relating to this Agreement other than as specified in Section 12(a) herein.

Section 13. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

Section 14. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and their respective successors, heirs and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 15. Waiver of Jury Trial. The parties each hereby agree to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby.

Section 16. General. The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to

by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

The captions in this Agreement are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Agreement or otherwise affect their construction or effect. When a word or phrase is enclosed in parenthesis and quotation marks, i.e., ("Word"), then that word or phrase shall be interpreted as if fully written out in the following format: "(hereinafter referred to as the 'Word')," and thereafter in this Agreement, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms (a) that it has taken all necessary action to authorize said representative to execute this Agreement, and (b) that it has read the attached DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION, and has asked any questions or sought any clarification about the disclosure, with no further questions about said disclosure.

City of Storm Lake, Iowa

By: _____
Title:

Piper Jaffray & Co.

By: _____
Managing Director

DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure even if you have already chosen a particular form of compensation. The municipal advisor's client should select a form of compensation that best meets its needs and the agreed upon scope of services.

Forms of Compensation; Potential Conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

Staff Summary

8/3/2015

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: Mike Wilson, Community Development Director

SUBJECT: **Resolution No. 19-R-2015-2016 Approving Revised Restrictive Covenants For Property At 201 Sunrise Park Road**

BACKGROUND: Prior to the time this property was sold to Regency Homes in 2006, the City developed Restrictive Covenants which controlled what could or could not be built on the property. Those Covenants were filed of record and remain in force. In anticipation of a new sale of the property, staff has reviewed the covenants and recommends Council's consideration in revising them.

The primary revisions are removal of an easement for a sanitary sewer force main that ran under the site. That force main was relocated prior to construction so this easement is no longer needed. The other primary change is the elimination of a minimum assessment agreement that was in place with Regency. That minimum assessment agreement is no longer needed or applicable.

FISCAL IMPACT: The only fiscal impact is the recording fee and legal expenses associated with drafting the revisions.

RECOMMENDATION: Adopt Resolution No. 19-R-2015-2016

ATTACHMENTS:

Description	Type
 Resolution No. 19-R-2015-2015	Resolution
 Amended and Substituted Covenants - Sunset View Subdivision	Backup Material

RESOLUTION NO. 19-R-2015-2016

RESOLUTION APPROVING AMENDED AND SUBSTITUTED DECLARATION OF CONDITIONS, RESTRICTIONS, EASEMENTS AND CHARGES AFFECTING REAL PROPERTY KNOWN AND DESIGNATED AS “SUNSET VIEW RESIDENTIAL SUBDIVISION”

WHEREAS, on June 5, 2006, by Resolution No. 100-R-2005-06, the City Council of the City of Storm Lake, Iowa approved a Declaration of Conditions, Restrictions, Easements and Charges Affecting Real Property Known and Designated as “Sunset View Residential Subdivision” (the “Original Declaration”) and caused it to be filed June 6, 2006 as Document #061599 in the Office of the Buena Vista County, Iowa Recorder;

WHEREAS, the Original Declaration was intended to govern the use of the Sunset View Residential Subdivision (the “Subdivision”) by a developer who was then about to purchase the subdivision for development but failed to complete the development and eventually lost ownership of the Subdivision;

WHEREAS, the City of Storm Lake, Iowa has reacquired ownership of the Subdivision before its development and desires to modify the Original Declaration slightly to make its requirements and restrictions consistent with a proposed development by another developer; and

WHEREAS, the Amended And Substituted Declaration of Conditions, Restrictions, Easements and Charges Affecting Real Property Known and Designated as “Sunset View Residential Subdivision,” attached as Exhibit 1, (hereafter, the “Amended Declaration”) is the Original Declaration as so modified and includes an Agreement To Be Bound to be executed by the developer of the proposed development evidencing the developers agreement to be bound by the provisions, requirements, and restrictions of the Amended Declaration.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Storm Lake, Iowa as follows:

1. The Amended Declaration, as set forth in attached Exhibit 1, is hereby approved and adopted, conditioned upon the due execution of the Agreement To Be Bound by the developer named therein.

2. After the Agreement To Be Bound is executed by the developer, the Mayor and City Clerk are authorized and directed to duly execute the original Amended Declaration, a copy of which is attached as Exhibit 1, and cause the original to be filed of record in the Office of the Buena Vista County, Iowa Recorder.

Passed, approved, and adopted this _____ day of _____, 2015.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Exhibit 1

Prepared by and return to: Philip E. Havens, 716 Lake Avenue, Storm Lake, IA 50588; 712-732-7262

**AMENDED AND SUBSTITUTED DECLARATION OF CONDITIONS, RESTRICTIONS,
EASEMENTS AND CHARGES AFFECTING REAL PROPERTY KNOWN AND
DESIGNATED AS
“SUNSET VIEW RESIDENTIAL SUBDIVISION”**

I.

PROPERTY SUBJECT TO THIS AMENDED AND SUBSTITUTED DECLARATION

The real property which is subject to this Amended and Substituted Declaration of Conditions, Restrictions, Easements and Charges Affecting Real Property Known and Designated as “Sunset View Residential Subdivision” (hereafter, the “Amended Declaration”) shall be the parcel of land designated as the “Sunset View Residential Subdivision” which is legally described on Exhibit A attached hereto and incorporated by reference. To the extent permitted by law, this Amended Declaration amends and replaces the Declaration of Conditions, Restrictions, Easements and Charges Affecting Real Property Known and Designated as “Sunset View Residential Subdivision,” filed as Document #061599 in the office of the Buena Vista County, Iowa Recorder.

II.

USES PERMITTED AND PROHIBITED

1. Sunset View Residential Subdivision shall be developed for residential condominiums. All units developed in this subdivision shall be subject to and governed by a Horizontal Property Regime declared and filed by the original developers(s)/owner(s) pursuant to Chapter 499B of the Iowa Code. No part of the one lot in said subdivision shall be used for

any purpose whatsoever other than for residential purposes and no buildings shall be erected, constructed or maintained on such property that may be used for any purpose other than for multi-family residential use or garage in support of that residential use.

2. No outbuildings, garage, shed, tent, basement, or temporary buildings of any kind shall be erected on said property prior to building of permanent residential condominiums, nor shall any of such structures be used for residence purposes at any time. No farm or commercial trucks or machinery may be kept or stored on any property or streets set out in this platting. A temporary sales trailer, designated to facilitate the sale of the condominium units and a temporary construction trailer during building construction are permissible, subject to City code.

3. No boat, mobile home, recreational vehicle, camper or similar equipment shall be parked other than in a garage on any property in the subdivision except to the extent they are so parked for loading or by temporary visitors.

4. No noxious, dangerous or offensive thing, activity or nuisance shall be erected, constructed or maintained, operated or permitted on said property.

5. No livestock shall be kept or maintained on said property except that household pets may be kept provided they are not kept, bred or maintained for any commercial use or purpose. Outside kennels may not be used for housing dogs or other pets.

6. No advertising device shall be erected or displayed upon any of the real property except a "For Sale" sign that may be put up by the owner of an individual unit and the display area of which is of common, commercially reasonable size, and complies with existing codes.

III.

COLLECTIVE SUBDIVISION REQUIREMENTS

1. All residential buildings shall be constructed so that the long axis of the building is parallel to the lake. The overall site plan of the subdivision, including the number of buildings, shall be subject to the approval of the City.

2. The developer of this subdivision shall design a plan to deal with storm water runoff and shall coordinate with the City and/or its consultants in the design of the storm water facilities so that they will be compatible with City facilities. Construction may not commence until the storm water runoff plan is approved by the City.

3. Access to the condominiums shall be by private access drive from Sunrise Road to the western boundary of the subdivision. One access drive is permissible; more than one access drive is subject to the approval of the City. Since the access drive will not be a through street, the plan for the access drive must include a turn around or three point turning area suitable to meet City fire code requirements.

4. The developer shall also include plans for a sidewalk from the subdivision to Sunrise Road. Said plans will be subject to the approval of the City.

5. All garages provided in this subdivision shall be located along the golf course side of the condominiums or underground.

6. The developer may erect a sign identifying the subdivision which otherwise meets the design standards of the East Lakeshore Drive Design Guidelines at a site to be determined in consultation with the City.

7. Lighting for the private access drive serving this condominium subdivision shall be designed so that it is consistent with the lighting used along Sunrise Road and the Lake Trail.

8. A single developer must develop all of the condominium units in the subdivision. The lot which constitutes this subdivision may not be subdivided for development purposes. The developer may contract with one or more contractors and/or subcontractors to construct the condominiums required.

9. All utilities serving the subdivision will be installed underground.

IV.

DESIGN REQUIREMENTS

1. All of the units constructed in the subdivision shall be designed so that their location

will meet the front, side and rear setback requirements of the Storm Lake Zoning Ordinance as applied to the East Gateway District.

2. The exterior building materials used in the construction of the condominiums and the colors used on the exterior of the building shall comply with the East Lakeshore Drive Design Guidelines established for the East Gateway District and shall otherwise be compatible with King's Pointe Resort in Storm Lake, Iowa. Similarly, the architectural design of the buildings and the roof design shall comply with the East Lakeshore Drive Design Guidelines established for the East Gateway District. Compliance with these requirements shall be determined by the Review Architect retained by the City as otherwise provided for in the East Gateway Drive Design Guidelines.

3. All of the residential condominiums shall be designed so that they give due consideration to the accessibility standards set forth in the Americans With Disabilities Act and at a minimum each building shall be equipped with an elevator serving all floors and each of the units shall be designed so that they are ADA adaptable.

4. If and to the extent balconies are part of the design of the condominium buildings, such balconies shall be cantilevered so that they can be supported without the installation of posts, or if built with support posts, such posts will be masonry, decorative metal or decorative wood. Flat sided dimensional wooden posts are not permitted.

5. Each individual condominium building shall include space for parking as required by the Storm Lake Zoning Ordinance.

6. Site development for each of the individual condominium buildings shall include the necessary landscaping so that the site meets the requirements set forth in the East Lakeshore Drive Design Guidelines relating to the species of trees, shrubs and plants to be used as well as placement of same relative to the streets.

7. Refuse areas for the subdivision shall be on the golf course side of the property and shall be fully enclosed or shall be placed underground.

8. For purposes of code set-back requirements, the lake side of the subdivision shall be deemed the front side.

V.

UTILITY EASEMENT

A permanent easement of twenty-five feet (25') in width for sanitary sewer and water lines and their appurtenant structures, as described on attached Exhibit B, incorporated by reference, is also reserved by the City of Storm Lake, Iowa and granted to the public.

VI.

DURATION OF CONDITIONS AND RESTRICTIONS

1. All of the above conditions and restrictions set forth in this declaration shall run with the land described on Exhibit A and continue to be in full force and effect until the 1st day of July, 2036, except that the utility easement described in V above shall be perpetual. The conditions and restrictions other than the utility easements shall continue in force for an additional twenty-one (21) years after that if the owners of at least two-thirds (2/3) of all of the condominium units shall agree in writing that such conditions and restrictions, with or without modifications, shall remain in effect for the additional twenty-one (21) year period and shall have recorded that Agreement with the Buena Vista County Recorder on or before July 1, 2036.

2. Determination by any court that any of the provisions of this declaration are unlawful or void shall not affect the validity of any of the other provisions thereof.

3. As damages are deemed inadequate compensation for any breach of the covenants, conditions or restrictions of this declaration, such breach and the continuance thereof may be enjoined, abated and remedied by appropriate legal proceedings by the declarant, City of Storm Lake, or by an owner of any condominium or building site on this plat.

Dated this _____ day of _____, 2015.

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, 2015, by Jon F. Kruse and Sue Vossberg, as Mayor and City Clerk of the City of Storm Lake, Iowa.

Notary Public

AGREEMENT TO BE BOUND

The undersigned, Orton Development Company, L.L.C., agrees that, 1) if the City Council of the City of Storm Lake, Iowa approves the foregoing *Amended and Substituted Declaration of Conditions, Restrictions, Easements and Charges Affecting Real Property Known and Designated as "Sunset View Residential Subdivision"* (the "Amended Declaration" hereafter), and 2) if the City of Storm Lake, Iowa transfers ownership of the Subdivision to Orton Development Company, L.L.C., then, in consideration of such transfer, Orton

Development Company, L.L.C. will be bound by the requirements, restrictions, and provisions of the Amended Declaration and shall not amend, modify, or rescind all or any part of the Amended Declaration without prior written approval of the City of Storm Lake, Iowa, except as permitted in VI (1) of the Amended Declaration.

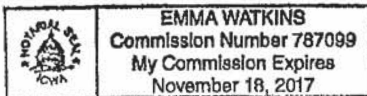
Dated: 7/30/15

ORTON DEVELOPMENT COMPANY, L.L.C.,
an Iowa limited liability company

By: [Signature]
Robert Orton, Member

STATE OF IOWA, COUNTY OF POLK

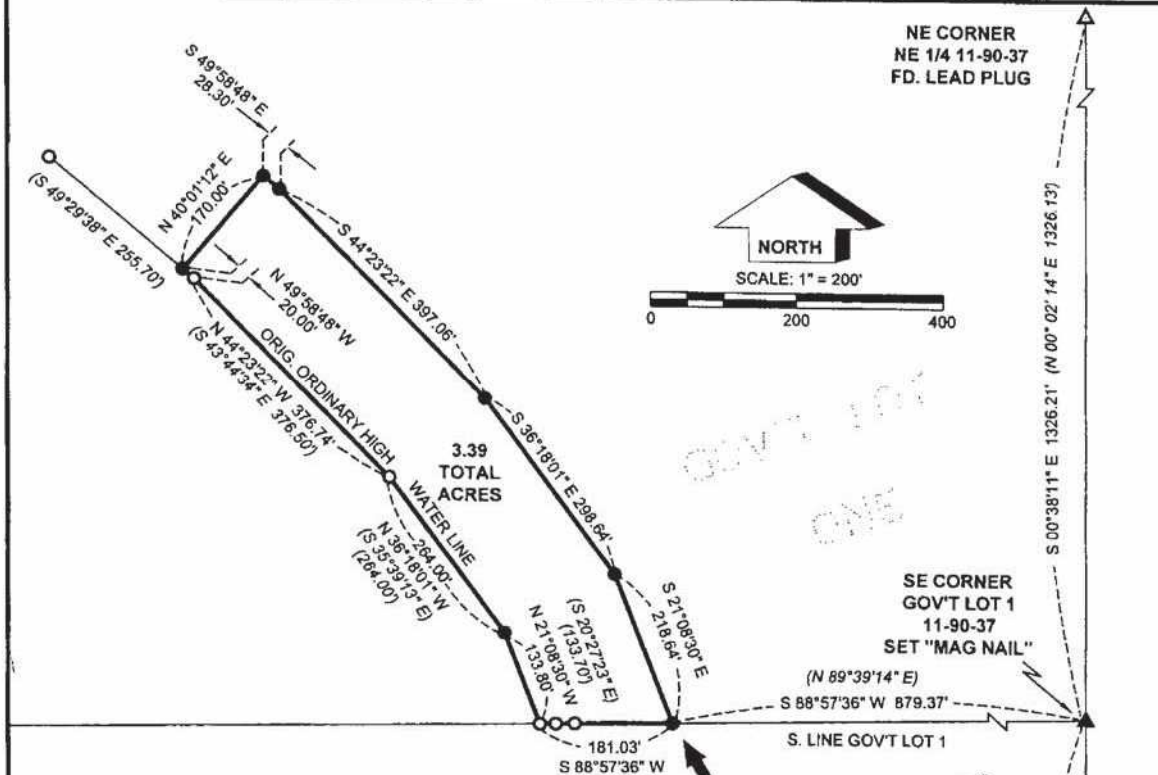
This record was acknowledged before me on July 30, 2015, by Robert Orton,
as the sole Member of Orton Development Company, L.L.C.



[Signature]
Notary Public

EXHIBIT A

PREPARED BY: J. SCOTT SHEVEL L.S. KUEHL AND PAYER LTD. P.O. BOX 458 1725 N. LAKE AVE. STORM LAKE, IA. 50588



DESCRIPTION

A TRACT OF LAND LOCATED GOVERNMENT LOT ONE, BEING A PART OF THE NORTH HALF OF THE NORTHEAST FRACTIONAL QUARTER (N 1/2 NE FRAC. 1/4) OF SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast (SE) Corner of Government Lot 1 of said Section 11; Thence on a true bearing of South 88°57'36" West, along the South line of said Government Lot 1, 879.37 feet to the Point of Beginning. Thence continuing along said South line, South 88°57'36" West, 181.03 feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley, recorded in Misc. Book. 26, on Page 775, in the office of the Buena Vista County Recorder. Thence along said ordinary high water line the following courses; North 21°08'30" West, 133.80 feet; Thence North 36°18'01" West, 264.00 feet; Thence North 44°23'22" West, 376.74 feet; Thence North 49°58'48" West, 20.00 feet; Thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 feet; Thence South 49°58'48" East, 28.30 feet; Thence South 44°23'22" East, 397.06 feet; Thence South 36°18'01" East, 298.64 feet; Thence South 21°08'30" East, 218.64 feet; to the Point of Beginning.

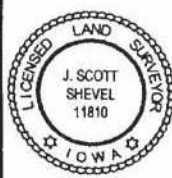
Tract contains 3.39 Acres and is subject to easements of record.

POINT OF BEGINNING

LEGEND OF SYMBOLS

- CORNERS FOUND - 5/8" REBAR W/YELLOW PLASTIC CAP NO. 5688
- 1/2" REBAR SET W/RED PLASTIC CAP NO. 11810
- △ SECTION CORNER FOUND (SEE PLAT FOR DESCRIPTION OF MONUMENTS)
- ▲ SECTION CORNER SET - "MAG. NAIL" IN ASPHALT PAVING
- 100.00' MEASURED
- (100.00') RECORDED AS

PROPRIETOR: CITY OF STORM LAKE
REQUESTED BY: MIKE WILSON FOR THE CITY OF STORM LAKE



I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
J. Scott Shevel
License Number 11810
My License renewal date is December 31, 2007
Pages covered by this seal 1
Date: 6/6/06

PLAT OF SURVEY
PART GOV'T LOT 1
SECTION 11
T-90-N R-37-W
WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA

P.O. Box 458
1725 N. Lake Ave.
Storm Lake, Ia. 50588
Ph. (712)732-6292
Fax. (712)732-6293
PN: 060012
Drawn: JSS
Sheet 1 OF 1
Surveyed by: BAM
Survey Date: 2/6/06
Revision Date:
Drawing Name: boundary.dwg

EXHIBIT B

UTILITY EASEMENT DESCRIPTION

AN EASEMENT FOR SANITARY SEWER AND WATER LINES AND THEIR APPURTENANT STRUCTURES LOCATED IN PART OF GOVERNMENT LOT ONE, BEING A PART OF THE NORTH HALF OF THE NORTHEAST FRACTIONAL QUARTER (N ½ NE FRAC. ¼) OF SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA. SAID EASEMENT TO BE A CORRIDOR TWENTY-FIVE FEET (25') IN WIDTH, PARALLEL TO AND TWENTY-FIVE FEET (25') NORMAL DISTANT EASTERLY FROM, THE WEST LINE OF THE FOLLOWING DESCRIBED PARCEL:

Commencing at the Southeast (SE) Corner of Government Lot 1 of said Section 11; Thence on a true bearing of South 88°57'36" West, along the South line of said Government Lot 1, 879.37 feet to the Point of Beginning. Thence continuing along said South line, South 88°57'36" West, 181.03 feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley, recorded in Misc. Book. 26, on Page 775, in the office of the Buena Vista County Recorder. Thence along said ordinary high water line the following courses; North 21°08'30" West, 133.80 feet; Thence North 36°18'01" West, 264.00 feet; Thence North 44°23'22" West, 376.74 feet; Thence North 49°58'48" West, 20.00 feet; Thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 feet; Thence South 49°58'48" East, 28.30 feet; Thence South 44°23'22" East, 397.06 feet; Thence South 36°18'01" East, 298.64 feet; Thence South 21°08'30" East, 218.64 feet; to the Point of Beginning.

Prepared by and return to: Philip E. Havens, 716 Lake Avenue, Storm Lake, IA 50588; 712-732-7262

AMENDED AND SUBSTITUTED DECLARATION OF CONDITIONS, RESTRICTIONS,
EASEMENTS AND CHARGES AFFECTING REAL PROPERTY KNOWN AND
DESIGNATED AS
“SUNSET VIEW RESIDENTIAL SUBDIVISION”

I.

PROPERTY SUBJECT TO THIS AMENDED AND SUBSTITUTED DECLARATION

The real property which is subject to this Amended and Substituted Declaration of Conditions, Restrictions, Easements and Charges Affecting Real Property Known and Designated as “Sunset View Residential Subdivision” (hereafter, the “Amended Declaration”) shall be the parcel of land designated as the “Sunset View Residential Subdivision” which is legally described on Exhibit A attached hereto and incorporated by reference. To the extent permitted by law, this Amended Declaration amends and replaces the Declaration of Conditions, Restrictions, Easements and Charges Affecting Real Property Known and Designated as “Sunset View Residential Subdivision,” filed as Document #061599 in the office of the Buena Vista County, Iowa Recorder.

II.

USES PERMITTED AND PROHIBITED

1. Sunset View Residential Subdivision shall be developed for residential condominiums. All units developed in this subdivision shall be subject to and governed by a Horizontal Property Regime declared and filed by the original developer(s)/owner(s) pursuant to Chapter 499B of the Iowa Code. No part of the one lot in said subdivision shall be used for

any purpose whatsoever other than for residential purposes and no buildings shall be erected, constructed or maintained on such property that may be used for any purpose other than for multi-family residential use or garage in support of that residential use.

2. No outbuildings, garage, shed, tent, basement, or temporary buildings of any kind shall be erected on said property prior to building of permanent residential condominiums, nor shall any of such structures be used for residence purposes at any time. No farm or commercial trucks or machinery may be kept or stored on any property or streets set out in this platting. A temporary sales trailer, designated to facilitate the sale of the condominium units and a temporary construction trailer during building construction are permissible, subject to City code.

3. No boat, mobile home, recreational vehicle, camper or similar equipment shall be parked other than in a garage on any property in the subdivision except to the extent they are so parked for loading or by temporary visitors.

4. No noxious, dangerous or offensive thing, activity or nuisance shall be erected, constructed or maintained, operated or permitted on said property.

5. No livestock shall be kept or maintained on said property except that household pets may be kept provided they are not kept, bred or maintained for any commercial use or purpose. Outside kennels may not be used for housing dogs or other pets.

6. No advertising device shall be erected or displayed upon any of the real property except a "For Sale" sign that may be put up by the owner of an individual unit and the display area of which is of common, commercially reasonable size, and complies with existing codes.

III.

COLLECTIVE SUBDIVISION REQUIREMENTS

1. All residential buildings shall be constructed so that the long axis of the building is parallel to the lake. The overall site plan of the subdivision, including the number of buildings, shall be subject to the approval of the City.

2. The developer of this subdivision shall design a plan to deal with storm water runoff and shall coordinate with the City and/or its consultants in the design of the storm water facilities so that they will be compatible with City facilities. Construction may not commence until the storm water runoff plan is approved by the City.

3. Access to the condominiums shall be by private access drive from Sunrise Road to the western boundary of the subdivision. One access drive is permissible; more than one access drive is subject to the approval of the City. Since the access drive will not be a through street, the plan for the access drive must include a turn around or three point turning area suitable to meet City fire code requirements.

4. The developer shall also include plans for a sidewalk from the subdivision to Sunrise Road. Said plans will be subject to the approval of the City.

5. All garages provided in this subdivision shall be located along the golf course side of the condominiums or underground.

6. The developer may erect a sign identifying the subdivision which otherwise meets the design standards of the East Lakeshore Drive Design Guidelines at a site to be determined in consultation with the City.

7. Lighting for the private access drive serving this condominium subdivision shall be designed so that it is consistent with the lighting used along Sunrise Road and the Lake Trail.

8. A single developer must develop all of the condominium units in the subdivision. The lot which constitutes this subdivision may not be subdivided for development purposes. The developer may contract with one or more contractors and/or subcontractors to construct the condominiums required.

9. All utilities serving the subdivision will be installed underground.

IV.

DESIGN REQUIREMENTS

1. All of the units constructed in the subdivision shall be designed so that their location

will meet the front, side and rear setback requirements of the Storm Lake Zoning Ordinance as applied to the East Gateway District.

2. The exterior building materials used in the construction of the condominiums and the colors used on the exterior of the building shall comply with the East Lakeshore Drive Design Guidelines established for the East Gateway District and shall otherwise be compatible with King's Pointe Resort in Storm Lake, Iowa. Similarly, the architectural design of the buildings and the roof design shall comply with the East Lakeshore Drive Design Guidelines established for the East Gateway District. Compliance with these requirements shall be determined by the Review Architect retained by the City as otherwise provided for in the East Gateway Drive Design Guidelines.

3. All of the residential condominiums shall be designed so that they give due consideration to the accessibility standards set forth in the Americans With Disabilities Act and at a minimum each building shall be equipped with an elevator serving all floors and each of the units shall be designed so that they are ADA adaptable.

4. If and to the extent balconies are part of the design of the condominium buildings, such balconies shall be cantilevered so that they can be supported without the installation of posts, or if built with support posts, such posts will be masonry, decorative metal or decorative wood. Flat sided dimensional wooden posts are not permitted.

5. Each individual condominium building shall include space for parking as required by the Storm Lake Zoning Ordinance.

6. Site development for each of the individual condominium buildings shall include the necessary landscaping so that the site meets the requirements set forth in the East Lakeshore Drive Design Guidelines relating to the species of trees, shrubs and plants to be used as well as placement of same relative to the streets.

7. Refuse areas for the subdivision shall be on the golf course side of the property and shall be fully enclosed or shall be placed underground.

8. For purposes of code set-back requirements, the lake side of the subdivision shall be deemed the front side.

V.

UTILITY EASEMENT

A permanent easement of twenty-five feet (25') in width for sanitary sewer and water lines and their appurtenant structures, as described on attached Exhibit B, incorporated by reference, is also reserved by the City of Storm Lake, Iowa and granted to the public.

VI.

DURATION OF CONDITIONS AND RESTRICTIONS

1. All of the above conditions and restrictions set forth in this declaration shall run with the land described on Exhibit A and continue to be in full force and effect until the 1st day of July, 2036, except that the utility easement described in V above shall be perpetual. The conditions and restrictions other than the utility easements shall continue in force for an additional twenty-one (21) years after that if the owners of at least two-thirds (2/3) of all of the condominium units shall agree in writing that such conditions and restrictions, with or without modifications, shall remain in effect for the additional twenty-one (21) year period and shall have recorded that Agreement with the Buena Vista County Recorder on or before July 1, 2036.

2. Determination by any court that any of the provisions of this declaration are unlawful or void shall not affect the validity of any of the other provisions thereof.

3. As damages are deemed inadequate compensation for any breach of the covenants, conditions or restrictions of this declaration, such breach and the continuance thereof may be enjoined, abated and remedied by appropriate legal proceedings by the declarant, City of Storm Lake, or by an owner of any condominium or building site on this plat.

Dated this _____ day of _____, 2015.

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, 2015, by Jon F. Kruse
and Sue Vossberg, as Mayor and City Clerk of the City of Storm Lake, Iowa.

Notary Public

AGREEMENT TO BE BOUND

The undersigned, Orton Development Company, L.L.C., agrees that, 1) if the City Council of the City of Storm Lake, Iowa approves the foregoing *Amended and Substituted Declaration of Conditions, Restrictions, Easements and Charges Affecting Real Property Known and Designated as "Sunset View Residential Subdivision"* (the "Amended Declaration" hereafter), and 2) if the City of Storm Lake, Iowa transfers ownership of the Subdivision to Orton Development Company, L.L.C., then, in consideration of such transfer, Orton

Development Company, L.L.C. will be bound by the requirements, restrictions, and provisions of the Amended Declaration and shall not amend, modify, or rescind all or any part of the Amended Declaration without prior written approval of the City of Storm Lake, Iowa, except as permitted in VI (1) of the Amended Declaration.

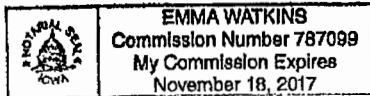
Dated: 7/30/15

ORTON DEVELOPMENT COMPANY, L.L.C.,
an Iowa limited liability company

By: [Signature]
Robert Orton, Member

STATE OF IOWA, COUNTY OF POLK

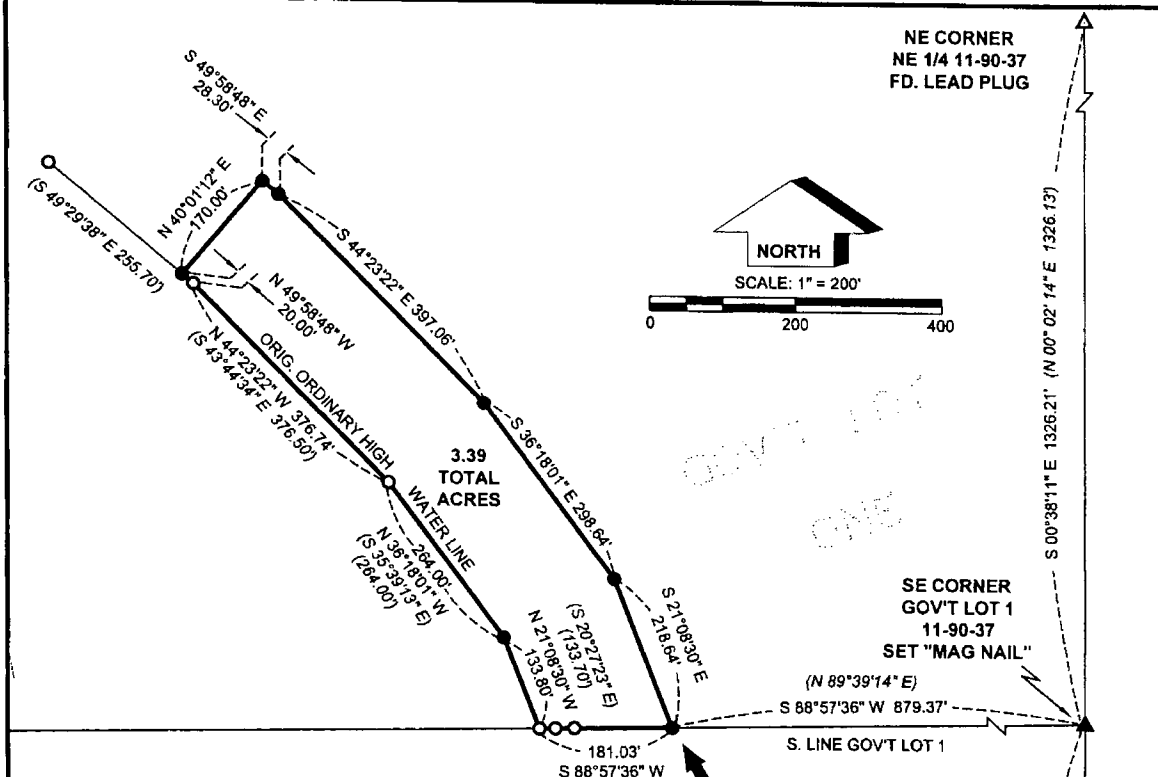
This record was acknowledged before me on July 30, 2015, by Robert Orton,
as the sole Member of Orton Development Company, L.L.C.



[Signature]
Notary Public

EXHIBIT A

PREPARED BY: J. SCOTT SHEVEL L.S. KUEHL AND PAYER LTD. P.O. BOX 458 1725 N. LAKE AVE. STORM LAKE, IA. 50588



DESCRIPTION

A TRACT OF LAND LOCATED GOVERNMENT LOT ONE, BEING A PART OF THE NORTH HALF OF THE NORTHEAST FRACTIONAL QUARTER (N 1/2 NE FRAC. 1/4) OF SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

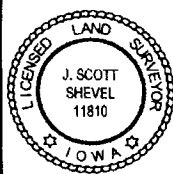
Commencing at the Southeast (SE) Corner of Government Lot 1 of said Section 11; Thence on a true bearing of South 88°57'36" West, along the South line of said Government Lot 1, 879.37 feet to the Point of Beginning. Thence continuing along said South line, South 88°57'36" West, 181.03 feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley, recorded in Misc. Book, 26, on Page 775, in the office of the Buena Vista County Recorder. Thence along said ordinary high water line the following courses; North 21°08'30" West, 133.80 feet; Thence North 36°18'01" West, 264.00 feet; Thence North 44°23'22" West, 376.74 feet; Thence North 49°58'48" West, 20.00 feet; Thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 feet; Thence South 49°58'48" East, 28.30 feet; Thence South 44°23'22" East, 397.06 feet; Thence South 36°18'01" East, 298.64 feet; Thence South 21°08'30" East, 218.64 feet; to the Point of Beginning.

Tract contains 3.39 Acres and is subject to easements of record.

LEGEND OF SYMBOLS

- CORNERS FOUND - 5/8" REBAR W/YELLOW PLASTIC CAP NO. 5688
- 1/2" REBAR SET W/RED PLASTIC CAP NO. 11810
- △ SECTION CORNER FOUND (SEE PLAT FOR DESCRIPTION OF MONUMENTS)
- ▲ SECTION CORNER SET - "MAG. NAIL" IN ASPHALT PAVING
- 100.00' MEASURED
- (100.00') RECORDED AS

PROPRIETOR: CITY OF STORM LAKE
REQUESTED BY: MIKE WILSON FOR THE CITY OF STORM LAKE



I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

J. Scott Shevel Date: 6/6/06
License Number 11810
My License renewal date is December 31, 2007
Pages covered by this seal 1

PLAT OF SURVEY
PART GOV'T LOT 1
SECTION 11
T-90-N R-37-W
WITHIN THE CORPORATE
LIMITS OF THE CITY OF
STORM LAKE,
BUENA VISTA COUNTY,
IOWA

P.O. Box 458
1725 N. Lake Ave.
Storm Lake, Ia. 50588
Ph. (712)732-6292
Fax. (712)732-6293

PN: 060012
Drawn: JSS
Sheet 1 OF 1
Surveyed by: BAM
Survey Date: 2/6/06
Revision Date:
Drawing Name: boundary.dwg

EXHIBIT B

UTILITY EASEMENT DESCRIPTION

AN EASEMENT FOR SANITARY SEWER AND WATER LINES AND THEIR APPURTENANT STRUCTURES LOCATED IN PART OF GOVERNMENT LOT ONE, BEING A PART OF THE NORTH HALF OF THE NORTHEAST FRACTIONAL QUARTER (N ½ NE FRAC. ¼) OF SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA. SAID EASEMENT TO BE A CORRIDOR TWENTY-FIVE FEET (25') IN WIDTH, PARALLEL TO AND TWENTY-FIVE FEET (25') NORMAL DISTANT EASTERLY FROM, THE WEST LINE OF THE FOLLOWING DESCRIBED PARCEL:

Commencing at the Southeast (SE) Corner of Government Lot 1 of said Section 11; Thence on a true bearing of South 88°57'36" West, along the South line of said Government Lot 1, 879.37 feet to the Point of Beginning. Thence continuing along said South line, South 88°57'36" West, 181.03 feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley, recorded in Misc. Book. 26, on Page 775, in the office of the Buena Vista County Recorder. Thence along said ordinary high water line the following courses; North 21°08'30" West, 133.80 feet; Thence North 36°18'01" West, 264.00 feet; Thence North 44°23'22" West, 376.74 feet; Thence North 49°58'48" West, 20.00 feet; Thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 feet; Thence South 49°58'48" East, 28.30 feet; Thence South 44°23'22" East, 397.06 feet; Thence South 36°18'01" East, 298.64 feet; Thence South 21°08'30" East, 218.64 feet; to the Point of Beginning.

Staff Summary

8/3/2015

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: Mike Wilson, Community Development Director

SUBJECT: **Resolution No. 20-R-2015-2016 Setting A Public Hearing On The Proposed Sale Of Land**

BACKGROUND: Staff has negotiated a proposed Sale and Development Agreement with Orton Homes for the sale of land to Orton and development of a condominium project by Orton.

The City Attorney recommends adoption of this Resolution which contains the legal description of the property.

The Hearing will be set for 5:00 PM Monday August 24, 2015 in the City Hall Council Chambers.

FISCAL IMPACT: The fiscal impact will encompass the cost of publication and the legal fees for drafting the materials needed for this action.

RECOMMENDATION: Adopt Resolution No. 20-R-2015-2016

ATTACHMENTS:

Description	Type
☐ Resolution No. 20-R-2015-2015	Resolution

RESOLUTION NO. 20-R-2015-2016

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

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

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N1/2 NE Frac.3) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Southeast (SE) Corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57'36" West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said South line, South 88°57'36" West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Misc. Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08'30" West, 133.80 Feet; thence North 36°18'01" West, 264.00 Feet; thence North 44°23'22" West, 376.74 Feet; thence North 49°58'48" West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 Feet; thence South 49°58'48" East, 28.30 Feet; thence South 44°23'22" East, 397.06 Feet; thence South 36°18'01" East, 298.64 Feet; thence South 21°08'30" East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

Now known as Sunset View Residential Subdivision to the City of Storm Lake, Iowa (the "Real Estate");

WHEREAS, the City has negotiated a proposed transaction with Orton Development Company, L.L.C., an Iowa limited liability company (the "Developer"), in which the City would sell and convey the Real Estate to the Developer who would develop the Real Estate in accordance with the terms and provisions of a proposed development agreement between the City and the Developer.

WHEREAS, the proposed sale price for the sale of the Real Estate to the Developer is

\$225,000.00;

WHEREAS, under the proposed development agreement, the Developer will construct condominium housing, providing much-needed additional housing units in Storm Lake, Iowa;

WHEREAS, under the proposed development agreement, the City would provide Developer with certain economic development grants over a nine-year period; and

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

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

IT IS FURTHER RESOLVED that this proposal shall be scheduled for public hearing at the Council Chambers at City Hall at a special council meeting scheduled for August 24, 2015, at 5:00 p.m. The City Clerk is further directed to have a copy of this Resolution published in the Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting.

Passed and approved this 3rd day of August, 2015.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

8/3/2015

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: James H. Patrick, City Manager

SUBJECT: **Resolution No. 21-R-2015-2016 Approving Change Order 2 To Storm Lake Fiber Project**

BACKGROUND: Change Order 1 to the Fiber Project was the extension of fiber out to the wastewater treatment plant.

This Change Order 2 changes six handheld boxes to a larger size as recommended by Rebnord Technologies at a cost of \$300.00. The larger size hand holds are needed for the amount of fiber in these locations.

The second part of this change order is to extend fiber from the Frank Starr lift station 1770 feet to the new Inlet lift station in order to extend improved communication to the new lift station. This lift station has been one of the major communications challenges that the City has had. The cost to extend fiber conduits, pull fiber, and place a handheld box is \$4,690.00. Cost of the fiber is handled through the contract with Rebnord.

FISCAL IMPACT:	The Original Contract	\$365,346.05
	Change Order #1	\$ 79,931.00
	Change Order #2	\$ 4,990.00
	New Contract total	\$450,267.05

The increase in cost for Change Order #2 will come from Waste water reserves.

RECOMMENDATION: Council Adopt Resolution No. 21-R-2015-2016 Approving Change Order Number 2 To The Storm Lake Fiber Project.

ATTACHMENTS:

Description	Type
Resolution No. 21-R-2015-2015	Resolution
Change Order #2	Change Order

RESOLUTION NO. 21-R-2015-2016

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

To approve Change Order No. 2 to the contract with Perrin Directional Drilling LLC for the Fiber Optic Line Alignment Project, an increase of \$4,990.00 to the contract for the following items:

Change six handhold boxes to a larger size – Addition of \$300.00

Pull fiber to inlet lift station from Frank Starr Park Lift Station – Addition of \$4,690.00

Total cost of Change Order #2 is an increase of \$4,990 to the contract. Total contract cost after change order #2 is \$450,267.05.

PASSED AND APPROVED this 3rd day of August 2015.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

CHANGE ORDER

(Instructions on reverse side)

No. 002

PROJECT: FIBER OPTIC LINE ALIGNMENT

DATE OF ISSUANCE: August 3, 2015

EFFECTIVE DATE: August 4, 2015

OWNER: City of Storm Lake

ENGINEER'S Project No.: A12.109747

CONTRACTOR: Perrin Directional Drilling LLC

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description: Change six handhold boxes to a larger size as directed by Rebnord Technologies and the City of Storm Lake – Addition of \$300.00

Pull fiber to inlet lift station from Frank Starr Park Lift Station – Addition of \$4,690.00

Reason for Change Order: Change in cost for larger size hand holds and running fiber to lift station

Attachments: None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
<u>\$ 365,346.05</u>	Substantial Completion : ____ days or dates
Net changes from previous Change Orders No. 1 to No. 1	Ready for final payment : ____ days or dates
<u>\$ 79,931.00</u>	Net changes from previous Change Orders No. ____ to No. ____
Contract Price Prior to this Change Order	____ days
<u>\$ 445,277.05</u>	Contract Times prior to this Change Order
Net Increase of this Change Order	Substantial Completion : ____ days or dates
<u>\$ 4,990.00</u>	Ready for final payment : ____ days or dates
Contract Price with all approved Change Orders	Net (Increase/Decrease/No Change) of this Change Order
<u>\$ 450,267.05</u>	____ days
	Contract Times with all approved Change Orders
	Substantial Completion : ____ days or dates
	Ready for final payment : ____ days or dates

RECOMMENDED:

By: N/A _____
Engineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: August 3, 2015

ACCEPTED:

By: Jim Perrin _____
Contractor (Authorized Signature)

Date: 7/31/2015

Staff Summary

8/3/2015

Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Study Session Concerning Right Of Way Usage**

BACKGROUND: Last month the usage of City Right of Way usage for vending machines was raised to Council as a Public Hearing item. This study session will review the ordinance and allow the Council to give direction to staff regarding the future use of Downtown Right of Way (sidewalks).

FISCAL IMPACT: There is no fiscal impact to the Study Session

RECOMMENDATION: Council consider the future use of Downtown Right of Way and give staff direction.

ATTACHMENTS:

Description		Type
	Public Ways Ordinance	Ordinance

Chapter 10-6 PUBLIC WAYS

10-6-1 Removal Of Snow And Ice

10-6-2 Obstructions on Right of Ways

10-6-3 Tables, Chairs, Benches, Cigarette Snuffers, and Potted Plants on Sidewalks

10-6-4 Municipal Infraction

10-6-1 Removal Of Snow And Ice

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

10-6-2 Obstructions on Right of Ways

It shall be unlawful for any person to place or cause to be placed over, into or upon any of the public streets and sidewalks of the city any obstruction whatsoever, including any building, structure, furniture, decoration, fence, projection, lumber, timber, brick, stone, wood or other material, goods, wares or merchandise, rubbish, manure, refuse, produce or other commodities, except for the purpose of immediate transfer, or for immediate construction or lawful repair of such street or sidewalk, or except as may be allowed by 10-6-3 or other ordinances of the city.

(Ord. 01-O-2008-2009, Amended, 08/18/2008)

10-6-3 Tables, Chairs, Benches, Cigarette Snuffers, and Potted Plants on Sidewalks

(A) Any proprietor of an establishment in those areas of the city that are zoned CBD (Central Business District), may use that portion of the public sidewalk that is immediately adjacent to and that lies in between the side property lines, as extended to the curb, of the public sidewalk, for the purpose of providing tables, chairs, benches, cigarette snuffers, and potted plants for the convenience of and use by such proprietor's customers and others, with the following restrictions:

1. Such proprietor and the proprietor's employees shall not at any time serve any food or beverages to customers or others seated at such tables, chairs and/or benches.
2. Tables, Chairs, Benches, Snuffers, and Potted Plants must be placed adjacent to the building. There must be a minimum of five consecutive feet of unobstructed public sidewalk between any such tables, chairs, benches, cigarette snuffers, and potted plants and the curb line of the public street and/or any other structures on the sidewalk, in order to allow for the free passage of pedestrian traffic on the public sidewalk, provided, however, that the city may, in granting a permit under this subsection, require more than five feet of unobstructed public

sidewalk clearance if, in the reasonable determination of the city, such additional clearance is necessary in the interests of public safety, health, or welfare, in light of the peculiar circumstances involved with the particular permit application, and the physical characteristics of the public sidewalk area in question.

3. There must be a minimum of a two-foot clearance between any such tables, chairs, benches, potted plants and each side of any doorway leading from the establishment onto the public sidewalk.
4. On corner lots there must be a minimum of a 3 foot clearance between tables and chairs, etc. and the corner of the building.
5. No such tables, chairs, benches, cigarette snuffers, and potted plants shall be attached in any manner to the public sidewalk or to any public fixtures located on the public sidewalk or within any flower bed or box on the sidewalk. The proprietor shall be responsible for any damage to the public sidewalk or to any public fixtures located on the public sidewalk caused by said tables, chairs and/or benches.
6. By the closing time of such establishment each night, all such tables, chairs, benches, cigarette snuffers, and potted plants shall either:

(a) be moved inside the building restoring the public sidewalk to its normal condition as a pedestrian walkway; or

(b) be secured by means of chains and locks or some other secure means approved by the city Building Official, and not attached in any manner to the public sidewalk or to any public fixtures located on the public sidewalk, in such a way that such tables, chairs, benches, cigarette snuffers, and potted plants cannot be used to cause damage to persons or property during the hours such establishment is closed.

If the proprietor selects the alternative set forth in subparagraph (b) of this subsection 5, the proprietor shall be responsible for insuring that such tables, chairs, benches, cigarette snuffers, and potted plants do not cause damage to persons or property during the hours such establishment is closed.

(c) Flower pots and snuffers weighing at least 40 lbs. or more may be left outside of a business unsecured as outlined by subparagraph (b) of this subsection 5, so long as the proprietor accepts responsibility for the item.

7. Tables, chairs and benches must be maintained to assure they are safe to be used by the public.
8. Tables, chairs, benches, cigarette snuffers, and potted plants must be maintained in a safe and sanitary condition at all times.

(B) Permit Required

Before a proprietor of such an establishment may lawfully place any tables, chairs, benches, cigarette snuffers, and potted plants on the public sidewalk in front of such establishment, the proprietor shall file an application for a permit with the Building Official of the City of Storm Lake, on a form furnished by the Building Official, and shall pay a non-refundable annual permit fee therefore, in such amount as shall be determined from time to time by resolution of the city council.

1. The application show:

- (a) a physical description of the tables, chairs, benches, cigarette snuffers, and potted plants that will be used;
- (b) the means by which such tables, chairs, benches, cigarette snuffers, and potted plants shall be secured, as provided in this subsection;
- (c) the written consent to the filing of said application from the owner of the building in which such establishment is located, if the applicant is not the owner of the building;
- (d) proof of insurance as outlined in subsection (9) below; and
- (e) such other information and documentation as the city may require in order to comply with the requirements of this subsection.

2. The Building Official shall review applications for compliance with the requirement of this subsection, compliance with the interests of public safety, and health or welfare.

The Building Official shall forward a copy of the application and all documentation to the Application Review Committee (comprised of Central Business District Store Owners and a city staff representative serving in an exoficio capacity), for compliance with the aesthetics of the downtown area.

If the application is approved by both the city Building Official and the Application Review Committee, as being in compliance with the requirements of this subsection, the Building Official shall issue a permit to the applicant.

If the application is not approved by both the City Building Official and the Application Review Committee, the Building Official shall notify the applicant of the reason or reasons the application was not approved.

The applicant shall be afforded a period of 30 days from the date of the notice, within which to revise the application in an effort to comply with the requirements of this subsection and to correct the reasons for denial thereof.

3. Any permit issued under this section shall be issued for a period of one calendar year, and may be renewed upon the filing of an application for renewal of the permit before its expiration by the proprietor, and by payment of the required annual fee. The application for renewal shall state whether or not any of the contents of the original application is being revised, failing which the contents of the application for renewal shall be deemed to be the same as contained in the original application.
4. In the event that ownership of the establishment holding the permit is sold, conveyed or transferred to another person or entity, the permit shall not thereby be transferred, and the new owner shall be required to file a new and separate application for such a permit, as provided in this subsection.
5. The city reserves the right to limit the number of permits issued under this subsection if necessary to maintain adequate pedestrian flow, to permit adequate access to building entrances, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the surrounding area, or for any other valid public purpose.

The city reserves the right to either deny an application which otherwise meets the requirements of this subsection, or to require the proprietor to meet additional terms and conditions for issuance of a permit beyond the requirements set forth in this subsection if, in the reasonable determination of the city, either granting the permit, or granting it without such additional terms and conditions, would not adequately protect and preserve the rights, privileges, and property of the city or of its residents, or would not adequately protect or preserve the peace, safety, health, welfare, comfort or convenience of the city's residents.

6. The Building Official may order the immediate removal of any or all of a permit holder's tables, chairs, benches, cigarette snuffers, and potted plants in the event such items are causing a hazard to public safety, health or welfare, are interfering with the unobstructed passage of pedestrians, are unsightly in appearance or unsanitary in condition, are interfering with removal of ice and snow from the public sidewalks, or for any other reason affecting public safety, health or welfare.
7. A permit issued under this subsection shall be revoked if the proprietor holding the permit does any of the following:
 - (a) fails to maintain ownership or permission from the owner of the establishment adjacent to where the tables, chairs, benches, cigarette snuffers, and potted plants are located;
 - (b) fails to either move the tables, chairs, benches, cigarette snuffers, and potted plants inside the establishment, or fails to secure them, as required in subparagraph (A)5 of this subsection;
 - (c) fails to pay the fee for issuance or renewal of the permit;

- (d) fails to operate in strict compliance with all of the provisions of this subsection, of all other city ordinances, and of state law; or
- (e) places items on the sidewalk that were not included or approved in the permit.
- (f) creates or allows to exist a safety hazard, health hazard, or public nuisance under state law or city ordinance, in connection with the placement or use of the tables, chairs, benches, cigarette snuffers, and potted plants.

Upon the occurrence of any of the events described in this subparagraph (7), the Building Official shall give the proprietor of such establishment notice of revocation of the permit, and the permit holder shall thereupon immediately cease to place tables, chairs, benches, cigarette snuffers, and potted plants on the public sidewalk adjacent to the proprietor's establishment.

8. The city shall retain the right to terminate any permit granted under this subsection upon seven days' written notice, and may require the removal of all tables, chairs, benches, cigarette snuffers, and potted plants from the public sidewalk adjacent to an establishment, if the city council, after due consideration, determines that there is a reasonable and substantial need for the use of the public right-of-way being occupied by such tables, chairs, benches, cigarette snuffers, and potted plants, for a valid public purpose. The determination of the city council shall be final, and there shall be no right of appeal from such decision.
9. A permit to place tables, chairs, benches, cigarette snuffers, and potted plants under this division shall not be issued unless the applicant furnishes proof of insurance which meets the following requirements:
 - (a) Commercial general liability insurance coverage in the amount of \$1,000,000.00 per occurrence for bodily injury and property damage with a \$2,000,000.00 aggregate. The city shall be named as an additional insured on the policy. An endorsement shall be issued as a part of the insurance policy, evidencing compliance with this requirement.
 - (b) The insurance policy or policies shall be issued by an insurance company having authority to do business in Iowa with a rating of A- under Best's Key Rating Guide.
 - (c) The insurance policy or policies shall contain a provision requiring 30 days advance written notice to the city if the policy is to be cancelled, not renewed, or if any material change in coverage is to be made.
 - (e) Failure to furnish or continue to provide required insurance coverage shall be grounds for revocation of the permit.

(Ord. 11-O-2008-2009, Amended, 04/20/2009; Ord. 01-O-2008-2009, Add, 08/18/2008)

10-6-4

City of Storm Lake

10-6-4 Municipal Infraction

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

(Ord. 01-O-2008-2009, Add, 08/18/2008)