

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JULY 20, 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. **Appoint City Clerk**
 - B. **Approve Consent Agenda**
 - C. **Buy Local Information**
3. City Energy Management Program Update By Jason Parker, Regional Energy Manager
4. **Resolution No. 10-R-2015-2016 Approving Change Order #6 To FEMA Contract No. 5**
5. **Resolution No. 11-R-2015-2016 Approving Change Order #7 To FEMA Contract #5 - Wastewater Treatment Plant**
6. **Resolution No. 12-R-2015-2016 Setting A Consultation Date & Public Hearing On Proposed Amendment #4 To The Storm Lake Industrial Park Urban Renewal Plan.**
7. **Resolution No. 13-R-2015-2016 Setting A Public Hearing On A Proposed Purchase Agreement And Development Agreement With Orton Homes, LLC And Setting Forth Competitive Bidding Criteria And Procedures**
8. Resolution No. 14-R-2015-2016 Approving Various Aspects For The Disposition Of Property In The Urban Renewal Area And The Orton Development Agreement
9. Resolution No. 15-R-2015-2016 Approving Change Order #6 To FEMA Contract Number 3 - Sanitary Sewer And Force Main
10. Motion Approving MidAmerican Energy Light Emitting Diode (LED) Street Lighting Installation Agreement And Authorizing The City Manager To Sign
11. Resolution No. 16-R-2015-2016 Approving Items Related To The Conference Swim Meet
12. Adjourn

Meeting Protocol

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.
3. Please keep your remarks to three (3) minutes or less.

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

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

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



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Staff Summary

7/20/2015

Agenda Item # A.



City of Storm Lake
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REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Appoint City Clerk**

BACKGROUND: With the resignation of Justin Yarosevich the City Council must appoint a new City Clerk to fill the position which is a required position by the Iowa Code. After posting the position my recommendation to the City Council is to appoint Sue Vossberg, currently the City's Deputy Clerk and a veteran employee of the City of Storm Lake to the City Clerk position.

The position of City Clerk is a position appointed by the City Council and not the City Manager per Iowa Law. Should the Council appoint Mrs. Vossberg as the City Clerk we would schedule a swearing in ceremony for the week of July 27th.

FISCAL IMPACT: My recommendation would be to consider a pay increase for the additional duties of City Clerk.

RECOMMENDATION: Approve Appointment with Passage of the Consent Agenda

Staff Summary

7/20/2015

Agenda Item # B.



City of Storm Lake
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REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe list of bills for approval
- Approval of the July 6, 2015 Council Minutes
- Approve liquor license renewal for El Mexicano and Casey's Central
- Approve board appointment of Doug White and Brent Bonner to the Airport Commission and Trevina Jefferson to the Planning and Zoning Commission
- City Clerk appointment

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$948,291.82
- King's Pointe Bills - \$232,694.60
- Sunrise Pointe Golf Course Bills - \$10,191.61

The City will receive the following revenues:

- Liquor license renewal - \$375.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
 List of Bills	List of Bills
 King's Pointe & Sunrise Pointe List of Bills	List of Bills
 Minutes - July 6, 2015	Minutes
 El Mexicano Liquor Report	Backup Material
 Casey's Liquor report	Backup Material
 Board Application - White	Backup Material
 Bonner Board Application	Backup Material
 Board Application - Jefferson	Backup Material

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

Checks for Approval Report

From: 07/07/15 To 07/20/15
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00552.07.2015 Aflac Pretax	499.46
AFLAC	PR Batch 00552.07.2015 Aflac After tax	143.28
ALVAREZ-CASTRO MARIA	Refund Check	26.85
ALVAREZ-CASTRO MARIA	Refund Check	45.25
ALVAREZ-CASTRO MARIA	Refund Check	13.82
ALVAREZ-CASTRO MARIA	Refund Check	1.88
ALVAREZ-CASTRO MARIA	Refund Check	6.50
ANDERSON SCOTT	Refund Check	1.78
ANDERSON SCOTT	Refund Check	2.87
ANDERSON SCOTT	Refund Check	1.33
ANDERSON SCOTT	Refund Check	0.12
ANDERSON SCOTT	Refund Check	0.63
ANDREWS JESSICA	Refund Check	142.56
ASSMAN JUNE	Refund Check	42.65
BARROW SAUNDRA	Refund Check	8.41
BARROW SAUNDRA	Refund Check	14.30
BARROW SAUNDRA	Refund Check	6.29
BARROW SAUNDRA	Refund Check	0.59
BARROW SAUNDRA	Refund Check	2.96
BERGEN ANN	Refund Check	23.45
BERGEN ANN	Refund Check	37.86
BERGEN ANN	Refund Check	11.65
BERGEN ANN	Refund Check	1.64
BERGEN ANN	Refund Check	5.48
BOMGAARS 4TH GENERATION	Refund Check	17.22
BROWN EPHRAIM	Refund Check	48.12
City of Storm Lake	PR Batch 00552.07.2015 Dental employee/child	5.78
City of Storm Lake	PR Batch 00552.07.2015 Dental insurance employee c	18.00
City of Storm Lake	PR Batch 00552.07.2015 Dental employee/spouse	20.60
City of Storm Lake	PR Batch 00552.07.2015 Dental insurance family	82.84
City of Storm Lake	PR Batch 00552.07.2015 125 Flexible Benefits	920.83
City of Storm Lake	PR Batch 00552.07.2015 Flex- Child Care	173.09
City of Storm Lake	PR Batch 00552.07.2015 Health Insurance Family	1,816.98
City of Storm Lake	PR Batch 00552.07.2015 Health Insurance Single	399.78
Collection Services Center	PR Batch 00552.07.2015 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00552.07.2015 Cancer Pre Tax Insurance	41.04
DICKINSON AUSTIN	Refund Check	77.95
EFTPS	PR Batch 00552.07.2015 Federal Income Tax	11,877.17
EFTPS	PR Batch 00552.07.2015 FICA Employee Portion	4,592.43
EFTPS	PR Batch 00552.07.2015 FICA Employer Portion	4,592.43
EFTPS	PR Batch 00552.07.2015 Medicare Employee Portion	1,656.26
EFTPS	PR Batch 00552.07.2015 Medicare Employer Portion	1,656.26
FORD ALEXANDER	Refund Check	77.18
GREGERSEN MARGARET	Refund Check	27.74
GREGERSEN MARGARET	Refund Check	54.40
GREGERSEN MARGARET	Refund Check	20.77
GREGERSEN MARGARET	Refund Check	1.94
GREGERSEN MARGARET	Refund Check	9.78
HALVERSON RICHARD	Refund Check	115.92
HANSON MATTHEW	Refund Check	59.52
HEGARTY REBECCA	Refund Check	45.06
HTOO LWEH/PA LAE	Refund Check	24.10
HTOO LWEH/PA LAE	Refund Check	39.61
HTOO LWEH/PA LAE	Refund Check	12.41
HTOO LWEH/PA LAE	Refund Check	1.69
HTOO LWEH/PA LAE	Refund Check	5.84
ICMA Retirement Trust 457	PR Batch 00552.07.2015 ICMA	2,005.00

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Iowa Public Employees	PR Batch 00552.07.2015 IPERS	3,958.75
Iowa Public Employees	PR Batch 00552.07.2015 IPERS City Share	5,941.36
ITT Hartford AMS RPVA	PR Batch 00552.07.2015 457 Hartford	225.00
JUAREZ-GARCIA IGNACIO	Refund Check	86.21
Kansas Payment Center	PR Batch 00552.07.2015 Child Support Kansas	180.00
KELLEN IV NICK	Refund Check	24.18
KELLEN IV NICK	Refund Check	44.89
KELLEN IV NICK	Refund Check	16.70
KELLEN IV NICK	Refund Check	1.70
KELLEN IV NICK	Refund Check	7.85
KHIN KYAN	Refund Check	105.58
LAINE SAMANTHA	Refund Check	17.80
LAINE SAMANTHA	Refund Check	24.13
LAINE SAMANTHA	Refund Check	4.79
LAINE SAMANTHA	Refund Check	1.24
LAINE SAMANTHA	Refund Check	2.26
LEUSCHEN PAUL	Refund Check	56.24
LOPEZ VILLEGAS CHRISTIAN	Refund Check	8.59
LOPEZ VILLEGAS CHRISTIAN	Refund Check	15.09
LOPEZ VILLEGAS CHRISTIAN	Refund Check	4.85
LOPEZ VILLEGAS CHRISTIAN	Refund Check	0.60
LOPEZ VILLEGAS CHRISTIAN	Refund Check	2.28
Muni Fire/Police Retire	PR Batch 00552.07.2015 Muni Police/Fire Pension	2,994.74
Muni Fire/Police Retire	PR Batch 00552.07.2015 Muni Police/Fire Pension Ci	8,847.28
NASIRICHAMPANG ALEXIS	Refund Check	20.80
NELPER LORIETA	Refund Check	14.40
NELPER LORIETA	Refund Check	19.93
NELPER LORIETA	Refund Check	4.55
NELPER LORIETA	Refund Check	1.00
NELPER LORIETA	Refund Check	2.14
PAMON DIONNE	Refund Check	80.45
PETERS SUSAN/JOHN	Refund Check	96.29
ROBERTS DERRICK	Refund Check	20.00
ROOK JEREMIE	Refund Check	21.08
SHAMROCK ASIAN MARKET	Refund Check	19.01
SHAMROCK ASIAN MARKET	Refund Check	29.91
SHAMROCK ASIAN MARKET	Refund Check	11.46
SHAMROCK ASIAN MARKET	Refund Check	3.71
SHAMROCK ASIAN MARKET	Refund Check	4.17
SHOBESO DAMESE	Refund Check	84.25
SINGH INDER	Refund Check	197.12
SYERS MARY	Refund Check	3.47
Teamsters Local Union 554	PR Batch 00552.07.2015 Union Dues	280.50
THE BRIDGE OF STORM LAKE	Refund Check	121.30
Treasurer State Of Iowa	PR Batch 00552.07.2015 State Income Tax	4,353.76
WEILAND DAWN	Refund Check	75.09
WELLS LAURENA	Refund Check	160.00
ZARAGOZA GUILLERMO	Refund Check	160.00

UNAVAILABLE

Department Total = 60,117.85

Police Department

Alliant Energy	Gas Service May/June 2015	206.14
Alta Body Shop	June 2015 Towing	1,350.00
Buena Vista Stationery & Print Inc	Labels	23.99
BV Rifle & Pistol Club	FY 2016 Range Improvements	1,500.00
Control System Specialists, LLC	Service Call	95.00
Genesis Development	June 2015 Janitorial Services	600.00

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From: 07/07/15 To 07/20/15
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Havens & Havens	June 2015 Legal Fees	539.58
Iowa Lakes Electric Cooperative	June 2015 Electric Service	29.50
Iowa Police Chiefs Asse	July Conference Registration- Kollasch & Speers	60.00
Jack's Uniforms & Equipment	Uniforms	105.00
Jack's Uniforms & Equipment	Uniforms	131.84
Julius Dennis R.	June 2015 Dry Cleaning	42.00
Logistic Systems, Inc	FY 2016 Software	1,428.00
Logistic Systems, Inc	FY 2016 Datebase Records Management	14,305.00
Neuroth Kevin	Garbage Service May 2015	23.00
Pilot Tribune	Police Officer Ad	103.70
Rasmussen's	Starter P-6	529.51
Storm City Auto Parts	Headlight P-12	5.99
Vast Broadband	Phone Service July 2015	256.46

Police Department	Department Total =	21,334.71
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Emergency Management

Buena Vista Co Emer Management	FY 2016 Emergency Management City Assessment	3,180.00
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Emergency Management	Department Total =	3,180.00
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Fire Department

Alliant Energy	Gas Service May/June 2015	23.46
Arnold Motor Supply, LLP	Drain Plug Engine 74	2.73
Feld Equipment Company, Inc Ed M	Displays	139.21
Julius Dennis R.	June 2015 FD Laundry Services- Less Tax	74.75
Neuroth Kevin	Garbage Service May 2015	52.00
North Lake Truck Repair	LED Lights Aerial 71	19.30
Vast Broadband	Phone Service July 2015	44.02

Fire Department	Department Total =	355.47
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Building Official

Havens & Havens	June 2015 Legal Fees	539.58
Storm Lake Ace Hardware Inc	Tape & Distance Measurement Equip	106.98
Storm Lake Ace Hardware Inc	Hearing & Eye Protection	4.78
Vast Broadband	Phone Service July 2015	66.05

Building Official	Department Total =	717.39
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Animal Care

A. A. Stepan	Board & Disp of Cats & Dogs	490.00
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Animal Care	Department Total =	490.00
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Police Special Revenues

Iowa DARE Association	FY 2016 Dare Membership	50.00
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Police Special Revenues	Department Total =	50.00
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Roadway Maintenance

Alliant Energy	Gas Service May/June 2015	159.91
Arnold Motor Supply, LLP	Foam	24.96

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Barco Municipal Products Inc	Ragbrai Barricades	1,428.84
Bolton & Menk, Inc	Design & Construction Services through 6/24/2015	815.00
Color-ize Inc	Business Cards	91.70
Graham Tire	New Tires #22	628.96
Graham Tire	New Tires #20	615.98
Hilti, Inc	Hammer Drill Supplies	202.70
Neuroth Kevin	Garbage Service June 2015	119.25
OMG Midwest, Inc	Concrete	1,311.00
OMG Midwest, Inc	Concrete	598.50
ProBuild	Wood	8.20
Sioux City Foundry Co.	Blades	579.88
Storm Lake Ace Hardware Inc	Supplies	8.99
Storm Lake Ace Hardware Inc	Ammonia	19.96
Vast Broadband	Phone Service July 2015	54.40

Roadway Maintenance	Department Total =	6,668.23
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Airport

Bolton & Menk, Inc	Construction Services	2,940.00
Bolton & Menk, Inc	Master Plan & Layout Engineering	14,642.00
Century Link	July 2015 Phone Service	125.08
Eastern Aviation Fuels, Inc	Jet A Fuel	17,048.35
Godbersen-Smith Construction	Pay Estimate #1 of Runway 13/31 through 6/26/2015	103,772.70
Graham Tire	Tire Repairs	28.93
Havens & Havens	June 2015 Legal Fees	20.42

Airport	Department Total =	138,577.48
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Library

Alliant Energy	Gas Service May/June 2015	55.78
Genesis Development	June 2015 Janitorial Services	600.00
Neuroth Kevin	Garbage Service June 2015	35.25
Vast Broadband	Phone Service July 2015	-79.58

Library	Department Total =	611.45
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Band

Heeren Jason R	Postag Reimbursement	22.10
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Band	Department Total =	22.10
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Agencies

Witter Gallery Inc	1st Qtr FY2015 Agreement	2,750.00
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Agencies	Department Total =	2,750.00
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Parks Department

Alliant Energy	Gas Service May/June 2015	26.36
Arnold Motor Supply, LLP	Supplies #136	9.68
Arnold Motor Supply, LLP	Oil Filter	12.12
Arnold Motor Supply, LLP	Oil Filter & Supplies #136	87.07
Bolton & Menk, Inc	On-Call Services	1,830.00
CNH Industrial America LLC	Supplies	45.31
Fastenal Company	Tape	6.36

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Fastenal Company	Tape	6.36
Fastenal Company	Cable Ties- Lake Fest	4.23
Fastenal Company	Cable Ties- 4th of July	2.82
Graham Tire	Tire Repairs	21.80
Graham Tire	Tire Repairs	35.45
Iowa Office Supply Inc	Toner	87.29
L & G Products, Inc	Grass for Sunset Trail	305.25
Neuroth Kevin	Garbage Service June 2015	192.75
Reinert Michael P	Plate & Grill Bottom	30.00
Vast Broadband	Phone Service July 2015	34.57

Parks Department

Department Total = 2,737.42

Golf Course

Arnold Motor Supply, LLP	Supplies	2.09
Arnold Motor Supply, LLP	Supplies- Rough Mower	22.94
Arnold Motor Supply, LLP	Oil & Air Filter- Rough Mower	37.33
Arnold Motor Supply, LLP	Oil Filter- Gator	20.48
Arnold Motor Supply, LLP	Oil	25.98
Keller Ken	Sewer Line Cleaning	99.00
Lundell Construction Co. Inc.	Sewer Cleaning	480.00
Melander's	Washer Repairs- Less Tax	45.00
Storm Lake Ace Hardware Inc	Supplies	8.65
Turfwerks	Switch	85.88
Zimco Supply Co	Carbaryl	115.00

Golf Course

Department Total = 942.35

Campgrounds

Arctic Glacier U.S.A., Inc.	Ice	141.40
Arctic Glacier U.S.A., Inc.	Ice	127.36
Buena Vista Power Equipment, Inc	Idler Pulley	59.25
Central Bank	Switch	79.99
Havens & Havens	June 2015 Legal Fees	46.96
Neuroth Kevin	Garbage Service June 2015	1,078.00
Storm Lake Ace Hardware Inc	Switch Returned	-2.00
Storm Lake Ace Hardware Inc	Switch & Supplies	26.76
Storm Lake Ace Hardware Inc	Nozzle & Hose	18.48
Vast Broadband	Phone Service July 2015	102.00

Campgrounds

Department Total = 1,678.20

UNAVAILABLE

Havens & Havens	June 2015 Legal Fees	20.12
King's Pointe Resort	June 2015 Housekeeping	1,095.00
King's Pointe Resort	June 2015 Maintenance	356.00
King's Pointe Resort	June 2015 Extermination	79.10
King's Pointe Resort	June 2015 Supplies	365.00
King's Pointe Resort	June 2015 Gutter Wand	17.99
King's Pointe Resort	June 2015 Water Park Add On Packages	930.00
King's Pointe Resort	June 2015 Patio Tables	1,439.92
King's Pointe Resort	June 2015 Sofa Sleepers	1,738.00
Kinseth Hospitality Corporation	June 2015 Cottage Management Fee	679.66

UNAVAILABLE

Department Total = 6,720.79

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Community Ed

Community Education Dept	4th Qtr FY 2015 Reimbursement	19,226.15
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Community Ed

Department Total =	19,226.15
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Shelter House

Alliant Energy	Gas Service May/June 2015	22.19
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Shelter House

Department Total =	22.19
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UNAVAILABLE

Fastenal Company	Supplies	3.72
Havens & Havens	June 2015 Legal Fees	87.50
Keller Ken	Sewer Line Cleaning	99.00
Neuroth Kevin	Garbage Service June 2015	87.25
Stille Pierce & Pertzborn	FY14-15 GL Audit Premium	14,079.40

Hotel Operations

Department Total =	14,356.87
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Economic Develop

Havens & Havens	June 2015 Legal Fees	8.75
Havens & Havens	June 2015 Legal Fees	102.08
Northern Escrow, Inc	Engineering Services through 7/1/2015	12,498.13
Vast Broadband	Phone Service July 2015	22.02

Economic Develop

Department Total =	12,630.98
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Legal Services

Ahlers & Cooney, P.C.	Legal Services- Labor Relations	110.00
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Legal Services

Department Total =	110.00
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City Hall Building

Alliant Energy	Gas Service May/June 2015	32.53
Fastenal Company	Drop Box Supplies	17.14
Genesis Development	June 2015 Janitorial Services	200.00
Iowa Workforce Development	Elevator Inspection	175.00
Julius Dennis R.	June 2015 Entrance Mats	88.20
Neuroth Kevin	Garbage Service June 2015	27.00
Vast Broadband	Phone Service July 2015	78.05

City Hall Building

Department Total =	617.92
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Tort Liability

Stille Pierce & Pertzborn	Vossberg- Crime Policy	21.00
Stille Pierce & Pertzborn	2015 Ford Police Inceptor	303.00
Stille Pierce & Pertzborn	FY14-15 GL Audit Premium	6,281.00
Stille Pierce & Pertzborn	FY14-15 Work Comp Audit Premium	2,373.00

Tort Liability

Department Total =	8,978.00
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Other Policy & Administration

City of Storm Lake
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Bucheli Harley	Boards and Commission Advertising	75.00
Buena Vista Stationery & Print Inc	Office Supplies	12.38
Central Bank	Des Moines Register	10.00
Central Bank	ICMA Conference- Patrick	248.34
Color-ize Inc	Leadership Brochures	526.25
Genesis Development	June 2015 Confidential Shredding	9.38
Genesys Conferencing	Conference Call	50.43
Iowa League of Cities	FY 2016 MPI Registration- Kirkholm & Martinez	112.00
Iowa Office Supply Inc	New Savin Copier MPC5503	9,500.00
King's Pointe Resort	Meeting Expense	67.43
Pilot Tribune	Boards & Commissions Ad	174.00
Pilot Tribune	Finance Director Ad	216.30
Qualified Presort Service, LLC	City Tidbits	200.94

Other Policy & Administration

Department Total = 11,202.45

Water Administration

Buena Vista Stationery & Print Inc	Office Supplies	12.37
Central Bank	ICMA Conference- Patrick	248.33
Genesis Development	June 2015 Janitorial Services	200.00
Iowa League of Cities	FY 2016 MPI Registration- Kirkholm & Martinez	112.00
Qualified Presort Service, LLC	Monthly Statements	386.26
Qualified Presort Service, LLC	Final Bills	6.79
Qualified Presort Service, LLC	ACH Statements	91.76
Vast Broadband	Phone Service July 2015	66.65

Water Administration

Department Total = 1,124.16

Water Plant

Alliant Energy	Gas Service May/June 2015	530.88
Arnold Motor Supply, LLP	Bulbs	18.57
Aurelia Lumber Company Inc	Sign Post Lumber	80.56
Bierschbach Equipment & Supply Company, Inc	Concrete Supplies	340.85
Fastenal Company	Hearing Protection	47.81
Foundation Analytical Laboratory Inc	Well 20 Bacteria Testing	104.00
Foundation Analytical Laboratory Inc	June 2015 Testing- Nitrite	30.00
Foundation Analytical Laboratory Inc	June 2015 Testing- Metals	60.00
Foundation Analytical Laboratory Inc	June 2015 Testing- Fluoride	15.00
Foundation Analytical Laboratory Inc	June 2015 Testing- Chlorite	144.00
Foundation Analytical Laboratory Inc	June 2015 Testing- Coliforms	120.00
Graffix, Inc	Clothing- Stewart	37.50
Iowa Dept of Natural Resources	FY 2016 Water Supply Fee	1,271.34
Lundell Construction Co. Inc.	Sand	243.07
Mike's Electronics Inc	Well 20 Services	720.00
Mike's Electronics Inc	Lime Silo Services	175.00
Mike's Lawn Service, Inc	WTP Weed Control	362.00
Mississippi Lime Company	Lime	4,919.10
Mississippi Lime Company	Lime	4,618.90
Mississippi Lime Company	Lime	4,725.30
NCL of Wisconsin Inc	Lab Supplies	350.04
Neuroth Kevin	Garbage Service June 2015	69.00
Neuroth Kevin	Extra Trash June 2015	6.00
OMG Midwest, Inc	Concrete- Bollard Posts	114.00
ProBuild	Hypo Room Supplies	23.46
ProBuild	Wood	11.12
ProBuild	Wood	30.28

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Checks for Approval Report

From: 07/07/15 To 07/20/15
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ProBuild	Concrete Floats	26.99
ProBuild	Storm Sewer Lids	18.39
Reinert Michael P	Bollard Posts	605.00
Sargent Drilling	Pay Estimate #7 of Well 20 through 6/30/2015	15,421.87
Stanley Mark	Lime Hipper Side Shield	4,620.00
Storm Lake Ace Hardware Inc	Brush & Rollers	35.90
Storm Lake Ace Hardware Inc	Paint Thinner	8.99
Storm Lake Ace Hardware Inc	Rollers, Sealer, Primer	63.92
Storm Lake Ace Hardware Inc	Supplies	4.92
Storm Lake Ace Hardware Inc	Hypo Room Supplies	47.94
Storm Lake Ace Hardware Inc	Supplies	57.96
Storm Lake Ace Hardware Inc	Funnel, Lubricant, & Hose	23.94
Storm Lake Ace Hardware Inc	Hypo Room Paint Supplies	42.43
Storm Lake Ace Hardware Inc	Wire & Bolts	150.17
Storm Lake Ace Hardware Inc	Batteries, Nozzles, Trimmer & Add-Ons	646.30
Vast Broadband	Phone Service July 2015	158.86

Water Plant **Department Total =** 41,101.36

Water Distribution

Alliant Energy	Gas Service May/June 2015	22.90
GM Contracting, Inc	Pay Estimate #2 of Highway 7 Water Main Replaceme	114,549.60
Reinert Michael P	Fire Hydrant Repairs	20.00
Vast Broadband	Phone Service July 2015	70.92

Water Distribution **Department Total =** 114,663.42

Wastewater Administration

Buena Vista Stationery & Print Inc	Office Supplies	12.38
Central Bank	ICMA Conference- Patrick	248.33
Genesis Development	June 2015 Janitorial Services	200.00
Iowa League of Cities	FY 2016 MPI Registration- Kirkholm & Martinez	112.00
Qualified Presort Service, LLC	ACH Statements	91.76
Qualified Presort Service, LLC	Final Bills	6.79
Qualified Presort Service, LLC	Monthly Statements	386.27
Vast Broadband	Phone Service July 2015	77.68

Wastewater Administration **Department Total =** 1,135.21

Wastewater Treatment Plant

Alliant Energy	Gas Service May/June 2015	30.27
Arnold Motor Supply, LLP	Supplies	21.99
Brown Supply Company	Strap	111.35
Bucheli Harley	WWTP Operator Advertising	150.00
Central Iowa Distributing, Inc	Cleaning Supplies	290.00
Fastenal Company	Supplies	38.25
Foundation Analytical Laboratory Inc	June 2015 Testing- Hillshire	250.00
Foundation Analytical Laboratory Inc	June 2015 Testing	480.00
Foundation Analytical Laboratory Inc	June 2015 Testing	983.00
Grainger Inc W.W.	Lift Station Supplies	684.50
Grainger Inc W.W.	Piping	103.30
Holstein Electric Ltd	Pay Estimate #1 of WWTP HVAC through 7/2/2015	25,650.00
La Prensa LLC	WasteWater Plant Operator Ad	237.50
McMaster-Carr Supply Co	Air Filter Panel & Time Relay	459.27
Mike's Electronics Inc	Memorial Lift Station Services	70.00
Mike's Electronics Inc	Emerald Park Lift Station Services	828.37

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

Checks for Approval Report

From: 07/07/15 To 07/20/15
User: tyler.gibbins

Mike's Electronics Inc	Lift Station Fuse & Repairs	260.20
Neuroth Kevin	Garbage Service June 2015	62.75
Pilot Tribune	WasteWater Operator Ad	281.40
Recycle Center Harold Rowley	Waste Disposal	30.68
Recycle Center Harold Rowley	Waste Disposal	17.48
Recycle Center Harold Rowley	Waste Disposal	15.64
Rehab Systems Inc.	13th Street Lift Station Vacing	1,000.00
Seiler Plumbing & Heating Inc	Campground Lift Station Repairs	289.88
Storm Lake Ace Hardware Inc	Supplies	7.49
US Peroxide, LLC	Facility Maintenance & Service	750.00

Wastewater Treatment Plant

Department Total = 33,103.32

Wastewater Collection

Arnold Motor Supply, LLP	Jet Machine Oil Filter	25.68
Eriksen Construction Co, Inc	Pay Estimate #20 of Contract #4 through 6/30/2015	46,708.12
Eriksen Construction Co, Inc	Pay Estimate #20 of Contract #4 through 6/30/2015	6,227.75
Eriksen Construction Co, Inc	Pay Estimate #20 of Contract #4 through 6/30/2015	9,341.63
Gridor Construction, Inc	Pay Estimate #27 of Contract #5 through 6/29/2015	34,485.00
Gridor Construction, Inc	Pay Estimate #27 of Contract #5 through 6/29/2015	4,598.00
Gridor Construction, Inc	Pay Estimate #27 of Contract #5 through 6/29/2015	6,897.00
H & W Contracting LLC	Pay Estimate #12 of Contract #3 through 6/30/2015	9,459.68
H & W Contracting LLC	Pay Estimate #12 of Contract #3 through 6/30/2015	1,261.29
H & W Contracting LLC	Pay Estimate #12 of Contract #3 through 6/30/2015	1,891.94

Wastewater Collection

Department Total = 120,896.09

Landfill

Bakker James	May 2015 City Wide Clean-Up Appliances	807.00
Qualified Presort Service, LLC	ACH Statements	91.75
Qualified Presort Service, LLC	Final Bills	6.80
Qualified Presort Service, LLC	Monthly Statements	386.27
Recycle Center Harold Rowley	City Wide Cleanup- TVs	755.00
Recycle Center Harold Rowley	City Wide Cleanup- Tires	120.00
Recycle Center Harold Rowley	City Wide Cleanup- Appliances	25.00
Recycle Center Harold Rowley	City Wide Cleanup- Appliances	50.00
Recycle Center Harold Rowley	City Wide Cleanup- Appliances	30.80

Landfill

Department Total = 2,272.62

Storm Water Administration

Genesis Development	June 2015 Janitorial Services	200.00
Havens & Havens	June 2015 Legal Fees	175.00
Qualified Presort Service, LLC	ACH Final Bills	2.83
Qualified Presort Service, LLC	Monthly Statements	386.27
Qualified Presort Service, LLC	Final Bills	6.80
Qualified Presort Service, LLC	ACH Statements	91.75

Storm Water Administration

Department Total = 862.65

Storm Water Collection

Bolton & Menk, Inc	Engineering Services through 6/24/2015	1,560.00
Bolton & Menk, Inc	Survey, Bidding, & Design thorough 6/24/2015	5,294.50
Emmons & Olivier Resources Inc	Construction Admin through 5/31/2015	4,001.14
Emmons & Olivier Resources Inc	Construction Admin through 4/30/2015	6,134.61

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

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From: 07/07/15 To 07/20/15
User: tyler.gibbins

Emmons & Olivier Resources Inc	Construction Admin through 3/31/2015	7,159.78
Emmons & Olivier Resources Inc	Construction Admin through 1/31/2015	11,818.43
Foundation Analytical Laboratory Inc	June 2015 Testing	240.00
Havens & Havens	June 2015 Legal Fees	437.50
Lundell Construction Co. Inc.	Pay Estimate #9 of ECSW- Final	10,000.00
Mack, Hansen, Gadd, Armstrong & Brown Trust Acct	Gutz Trust Property Purchase	53,550.00

Storm Water Collection

Department Total = 100,195.96

Insurance

Auxiant - Claims Account	July 6, 2015 Claims	1,370.07
Auxiant - Claims Account	July 13, 2015 Claims	917.51
Auxiant - Flex Account	7/8/2015 Flex Claims	135.89
Auxiant - Flex Account	July 1, 2015 Flex	61.27

Insurance

Department Total = 2,484.74

UNAVAILABLE

Color-ize Inc	Wellness Cards FY2016	50.60
Johnson Kelly	June 2015 Punches/Discounts	532.35
Salus LLC	June 2015 Memberships	200.00

UNAVAILABLE

Department Total = 782.95

Vehicle Maintenance

Arnold Motor Supply, LLP	Oil Filter & Bolt	77.88
Arnold Motor Supply, LLP	Supplies	48.79
Arnold Motor Supply, LLP	Lights & Seals	31.95
Arnold Motor Supply, LLP	Supplies	17.98
Arnold Motor Supply, LLP	Supplies	10.19
Arnold Motor Supply, LLP	2 Batteries	425.10
Arnold Motor Supply, LLP	Hose & Plug	68.55
Arnold Motor Supply, LLP	Hose & Fittings	29.16
Arnold Motor Supply, LLP	Battery Core Returned (2)	-108.00
Arnold Motor Supply, LLP	Tail Light	8.39
Arnold Motor Supply, LLP	Supplies	144.99
Arnold Motor Supply, LLP	Brake Cleaner	75.24
Arnold Motor Supply, LLP	Oil Seal	7.77
Arnold Motor Supply, LLP	Hook Kit	6.58
Storm Lake Hydraulics Co Inc	Supplies	7.74

Vehicle Maintenance

Department Total = 852.31

Technology

Havens & Havens	June 2015 Legal Fees	3,952.08
Rebnord Technologies Inc	2 Factor Auth	375.00
Rebnord Technologies Inc	My AntiSpam	75.00
Rebnord Technologies Inc	IT Service Agreement	3,200.00
Rebnord Technologies Inc	IT Service Agreement- Water Quality Computers	150.00
Rebnord Technologies Inc	IT Service Agreement- Water Quality Network	200.00
Rebnord Technologies Inc	Fiber Line Services	205,872.00
Vast Broadband	Internet Service July 2015	894.95

Technology

Department Total = 214,719.03

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

Checks for Approval Report

From: 07/07/15 To 07/20/15
User: tyler.gibbins

Grand Total = 948,291.82

King's Pointe Resort
Disbursements 7/1/2015 through 7/14/2015

Vendor Name	Description	Amount
ACCO (2)	supplies	3,176.68
Ace Hardware Inc.	supplies	57.36
Alpha Wireless	supplies	362.00
Ameripride Services (2)	supplies	1,130.96
Bomgaars Supply Inc.	supplies	116.14
Booking.com	commission	230.10
Buena Vista Stationery	supplies	183.43
Bunkers Feed & Supply Inc.	supplies	279.00
Capital Sanitary Supply Co.	supplies	592.37
Carey's Furniture	supplies	1,738.00
City of Storm Lake (2)	water	2,756.75
Color-ize (2)	supplies	266.12
Commlog	supplies	50.20
Copyworks - Coralville	supplies	63.30
Crescent Electric Supply Co.	supplies	193.21
Dippin Dots Inc.	supplies	1,098.28
Elissa Doebel	reimbursement	61.00
Ferguson Enterprises, Inc. (2)	supplies	1,105.41
First National Bank - Omaha (2)	credit card payments	1,946.30
Fire Proof Plus Inc.	inspection	482.25
Ganz USA LLC	supplies	108.94
Garbage Hauling Service	garbage service	12.88
Grainger (3)	supplies	1,492.42
Graphic Edge Inc. (2)	supplies	2,927.16
Hawk-I Electric Inc.	service	135.19
Hospitality Management Systems	supplies	573.75
Hy-Vee Food Stores (2)	food	479.74
The Icee Company	supplies	903.74
Iowa Office Supply, Inc. (2)	supplies	2,839.59
Julius Cleaners (2)	cleaning	250.05
KCCI-TV	advertising	2,260.00
Kineth Hotel Corporation (4)	payroll/mgt. fee/employee benefits	130,746.39
Lakeshore Canvas & Leather	supplies	1,422.00
Media USA Advertising Inc.	advertising	1,975.00
Pepsi-Cola Bottling Co. (2)	beverages	3,997.97
Probuild Company	supplies	16.78
Quality Resource Group Inc. (2)	supplies	177.92
Rehab Systems Inc	supplies	1,250.00
Rent-All Inc. (3)	rentals	415.90
Revinat Inc.	supplies	420.00
Star Promotions	advertising	778.81
Storm Lake Times	advertising	25.00
Storm Lake Chamber & Area	advertising	195.00
Treasurer State of Iowa (2)	sales tax	22,150.00
Treasurer Buena Vista County	inspection fees	1,529.00
Ty Inc.	supplies	467.18
UPS (2)	shipping	81.33
US Foods (2)	food	32,449.87
Vast Broadband	cable/phone	2,613.00
Wede's Lock Service	supplies	410.00
ASSA Abloy/Vingcard Elsafe	supplies	17.40
Al's Liquor	beverages	1,141.28
Doll Distributing LLC	beverages	995.55
Johnson Brothers/ Iowa Wine & Bev	beverages	1,546.90

Total 232,694.60

**Sunrise Pointe Golf Course
Disbursements 7/01/2015 through 7/14/2015**

Ace Hardware Inc.	supplies	39.97
Graphic Edge Inc. (2)	supplies	1,083.30
Julius Cleaners	mat cleaning	4.80
Kinseth Hotel Corporation (3)	payroll, management fee	6,807.79
La Rue Distributing, Inc.	supplies	36.00
McCrea Enterprises/Vista Paint	supplies	28.65
Pepsi-Cola Bottling Co.	beverages	592.76
US Foods Inc	food	476.63
Vast Broadband	cable/phone	108.19
Al's Liquor	beverages	168.22
Doll Distributing	beverages	424.10
Johnson Brothers/Iowa Wine & Bev	beverages	421.20
	Totals	10,191.61

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JULY 6, 2015 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, Sara Huddleston, Mike Porsch, Bruce Engelmann and David Walker. Absent: None. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Fire Chief Mike Jones, Infrastructure Superintendent Pat Kelly, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, Water Plant Superintendent Todd Allen, Wastewater Superintendent Ron Jacobsen, and Justin Yarosevich City Clerk.

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

Hear the Public – Josh Schwartz owner of Gone Fishin store on Railroad Street was present regarding keeping his fish bait machine on City property.

Mike Porsch arrived at 5:03pm.

Consent Agenda – Moved by Council Member Walker to approve the consent agenda which included the list of bills, minutes from the June 15, 2015 council meeting, liquor license renewal for Midtown Liquor, outdoor service area for Puff's on July 19, 2015 and August 29, 2015. Approval of the following board appointments: ADA Compliance Committee – Kyle Bartz; Band Trustees – Clint Hoferman; Board of Adjustment – Wyatt Yon; Storm Water Advisory Committee – Ross Frederiksen; Civil Service Commission – Nancy Jensen; Planning & Zoning Commission – Andriette Wickstrom. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

The Bridge Noise Variance - Motion to approve a noise variance for the Bridge of Storm Lake on Friday, July 17, 2015 between the hours of 3:00pm and 9:00pm in Sunset Park. Seconded by Council Member Porsch. Vote: All ayes with Council Member Engelmann abstained. Motion carried.

SLHS Music Department Beach Party – Moved by Council Member Huddleston to adopt Resolution No. 01-R-2015-2016 approving the requests for the 2015 Storm Lake High School Music Department Beach Party scheduled for Thursday, September 3, 2015. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Kiwanis Triathlon – Moved by Council Member Huddleston to adopt Resolution No. 02-R-2015-2016 approving the requests for the 2015 Kiwanis Triathlon scheduled for Saturday, August 15, 2015. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Anderson abstaining. Motion carried.

Kiwanis Car Show & Santa's Castle Event – Moved by Council Member Walker to adopt Resolution No. 03-R-2015-2016 adopting Resolution No. 03-R-2015-2016

approving the requests for the 2015 Kiwanis Car Show and Santa's Castle Event scheduled for Sunday, September 6, 2015 in Chautauqua Park. Seconded by Council Member Porsch. Vote: All ayes with Council Member Anderson abstaining. Motion carried.

Storm Water Revenue Capital Loan Notes – Mayor Kruse opened the public hearing on the not to exceed \$750,000 Storm Water Revenue Capital Loan Notes stating that this was the time and place for any comments. Hearing no comments the Mayor closed the public hearing.

Moved by Council Member Anderson to adopt Resolution No. 04-R-2015-2016 instituting proceedings to take additional action for the issuance of not to exceed \$750,000 Storm Water Revenue Capital Loan Notes. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Howard Road Paving Project – Moved by Council Member Walker to adopt Resolution No. 05-R-2015-2015 approving change order #1 to the contract with Smith Concrete for the Howard Road Paving Project an increase of \$9,081.20 to the contract. Contract amount is \$175,401.05. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

3rd Addition Utilities Project – Moved by Council Member Anderson to adopt Resolution No. 06-R-2015-2015 approving Change Order #2 to the contract with Lundell Construction, Inc. for the Storm Lake 3rd Addition Phase 1 Utilities and Grading Project a deduction of \$15,179.15 to the contract. Contract amount \$254,251.15. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Moved by Council Member Walker to adopt Resolution No. 07-R-2015-2016 approving the final acceptance of the Storm Lake 3rd Addition Phase 1 Utilities and Grading Project. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Fiber Project – Moved by Council Member Engelmann to adopt Resolution No. 08-R-2015-2016 approving change order #1 to the contract with Perrin Directional Drilling LLC for the Fiber Optic Line Alignment Project an addition of \$79,931.00 to the contract. Contract amount is \$445,277.05. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Airport Layout Plan – Moved by Council Member Engelmann to authorize and accept the terms of the grant agreement with the FAA for the Airport Layout Plan Project. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Local Option Sales Tax – Moved by Council Member Walker to adopt Resolution No. 09-R-2015-2016 requesting a special election on the extension of the Local Option Sales and Services Tax. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

E. 10th Street Project – Moved by Council Member Walker to approve the engineering contract amendment with Bolton & Menk for construction observation and management for the 10th Street Paving Project an addition of \$71,600.00 to the contract. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Expansion Blvd Storm Water Project – Moved by Council Member Porsch to approve the amendment to the Emmons & Olivier Resources engineering contract for the Expansion Blvd. Storm Water Project an addition of \$32,453.00 to the contract. Total contract amount \$220,453.00. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Erie Street CDBG Grant – Moved by Council Member Huddleston to authorize the Mayor to sign the Administrative Services Agreement with Simmering-Cory, Inc. for the Erie Street CDBG Grant. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Adjournment – Moved by Council Member Anderson to adjourn the meeting at 5:36pm. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

Attest: Justin Yarosevich, City Clerk

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JULY 13, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
EL MEXICANO
1509 N LAKE AVE

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

	07-09-2013 to 07-15-2014	07-16-2014 to 07-11-2015
INCIDENTS		
Assault	0	1
Burglar Alarm	13	0
Business Assist	2	0
Business Security	21	21
City Code Enforcement	1	0
Forgery	0	1
Omter[retatopm	0	2
Insufficient Funds Checks	1	0
Keys Locked In Car	1	1
PR/Talk/Presentation	2	2
Reckless Driver	0	1
Station Assignment	2	4
Street Beat	5	5
Suspicious Vehicle	1	0
Theft	1	1
Traffic Stop	4	8

ARRESTS

Trespass	1	0
Violation No Contact Order	1	0

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JULY 13, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
CASEY'S CENTRAL
825 FLINDT DR

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

	7-9-2013 TO 7-13-2014	7-14-2014 to 7-11-2015
INCIDENTS		
911 Hang up Call	0	1
Accident	2	1
Ambulance Call	0	1
Animal Complaint	1	3
Burglar Alarm	1	0
Business Assist	9	8
Business Security	245	361
Citizen Assist	4	4
Civil Standby	0	1
Criminal Mischief	0	1
Disturbance	0	1
Domestic	1	0
Found Property	2	3
General Information	1	1
Harassment	2	1
Hazmat Response	1	0
Intoxicated Driver	3	0
Intoxicated Pedestrian	5	2
Keys Locked In Car	11	8
Law Department Assist	1	1
Motorist Assist	3	4
Pedestrian Stop	0	1
PR/Talk/Presentation	4	13
Reckless Driver	0	4
Salvation Army Assist	1	0

Scam	2	0
Station Assignment	5	6
Street Beat	97	109
Subpoena Service	0	3
Suspicious Person	1	2
Suspicious Vehicle	0	1
Theft	8	9
Traffic Stop	27	27
Trespass	0	1
Vehicle Maintenance	14	26
Wants/Warrants Check	0	2
Warrant Service	1	1

ARRESTS

Assault	1	0
Interference	1	0
Mittimus	1	0
Public Intoxication	9	2
Open Container	1	0
OWI	1	0
Theft	1	0

Recommendation: Approval of liquor license.



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

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

PERSONAL DATA

White Last Name Douglas First Name A Middle Initial
328 Oneida Address Storm Lake City Ia State 50588 Zip Code
732-1481 Home Phone # 479-790-8937 Business Phone # 479-790-8937 Cell Phone # doug.white@tjxson.com E-mail Address:
TJXSON Employer Sr Dir Safety Operations Occupation

How long have you lived in Storm Lake? 23 yrs

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

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

- | | |
|---|---|
| ☒ Airport Commission | ☐ 911 Board |
| ☐ Airport Board of Adjustment | ☐ Board of Appeals |
| ☐ Band Trustees | ☐ Library Board (6 yrs) |
| ☐ Board of Adjustment (5 yrs) | ☐ Landfill Commission |
| ☐ Cemetery Board | ☐ Planning & Zoning Commission |
| ☐ Civil Service Commission (6 yrs) | ☐ Storm Water Advisory |

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

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

I am a pilot and have a vested interest
in the airport

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

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

☐ Yes ☒ No

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

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

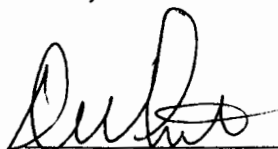
If Yes: _____

What is the name of the Business: _____

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

☐ Yes ☒ No

I certify that the above answers are correct and true.



Signature



Date

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

Please return the completed form to:

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

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



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

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

PERSONAL DATA

Bonner Brent J
Last Name First Name Middle Initial
1107 W. 6th St. Storm Lake IA 50588
Address City State Zip Code
Northwest Bank Banking
Employer Occupation
Home Phone # Business Phone # Cell Phone # E-mail Address:
712 299 8305 6bonner@bank-northwest.com

How long have you lived in Storm Lake? 1 yr

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

Rotary, RAGBRAI, Citizens' Advisory Committee

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

- | | | |
|---|---|--|
| ☒ Airport Commission | ☐ 911 Board | ☐ ADA Committee |
| ☐ Airport Board of Adjustment | ☐ Board of Appeals | |
| ☐ Band Trustees | ☐ Library Board (6 yrs) | |
| ☐ Board of Adjustment (5 yrs) | ☐ Landfill Commission | |
| ☐ Cemetery Board | ☐ Planning & Zoning Commission | |
| ☐ Civil Service Commission (6 yrs) | ☐ Storm Water Advisory | |

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

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

Interest in aviation and the important role the
airport plays in economic development and vitality of
the city.

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

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

☐ Yes ☒ No

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

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

If Yes: Northwest Bank

What is the name of the Business: _____

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

☒ Yes ☐ No

I certify that the above answers are correct and true.

B. J. Bo

Signature

7/16/2015

Date

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

Please return the completed form to:

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

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



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

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

PERSONAL DATA

Jefferson	Trevina	D
Last Name	First Name	Middle Initial
1334 Erie St. 1619 North Lake Ave Apt. #1	Storm Lake	50588
Address	City	State
559-475-8230		Zip Code
Home Phone #	Business Phone #	Cell Phone #
USDA Rural Development	Loans	E-mail Address: jeffersonstrevina@gmail.com
Employer	Occupation	

How long have you lived in Storm Lake? New Reside

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

Most of my community activities have been related to educational associations.

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

- | | | |
|---|--|--|
| ☐ Airport Commission | ☐ 911 Board | ☐ ADA Committee |
| ☐ Airport Board of Adjustment | ☐ Board of Appeals | |
| ☐ Band Trustees | ☒ Library Board (6 yrs) | |
| ☐ Board of Adjustment (5 yrs) | ☐ Landfill Commission | |
| ☐ Cemetery Board | ☒ Planning & Zoning | |
| ☐ Civil Service Commission (6 yrs) | ☐ Commission Storm Water
Advisory | |

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

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

Library Board- My previous occupation was as a teacher/professor and administrator in education from infancy to university

level. While I have changed occupations, I still have a passion for things related to education and can be of use on this

board. **Planning & Zoning Commission-** I am interested in learning more about how planning & zoning works, and it

is only understandable by experience. My graduate education in law and education will help me serve the board well.

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

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

☐ Yes ☒ No

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

NA

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

If Yes: It is possible. I am not sure.

What is the name of the Business: USDA Rural Development

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

☐ Yes ☒ No

I certify that the above answers are correct and true.



Signature

6/16/2015

Date

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

Please return the completed form to:

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

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

Staff Summary

7/20/2015
Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: Buy Local Information

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

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

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

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

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$948,291.82	\$286,780.56	\$94,059.74	33	\$8,178.57	3	\$184,542.25	64
King's Pointe	\$232,694.60	\$79,737.21	\$13,409.00	17			\$66,328.21	83

Golf Course	\$10,191.61	\$3,383.82	\$349.83	10		\$3,033.99	90
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RECOMMENDATION: Review Buy Local Information

Staff Summary

7/20/2015

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: James H. Patrick, City Manager

SUBJECT: City Energy Management Program Update By Jason Parker, Regional Energy Manager

BACKGROUND: The City of Storm Lake is participating in the State's "City Energy Management Program." Jason Parker is the Regional Energy Manager facilitating our involvement and assisting us in developing an Energy Action Plan and on going evaluation of our progress. All of the key facilities have had an energy audit to determine action items that should be addressed to save energy. The City has already implemented some of these recommendations and has drafted an Energy Action Plan to complete the remainder.

Jason is with us tonight to give the Mayor and Council an update on the City Energy Management Program. Attached are handouts for Mayor and Council review.

FISCAL IMPACT: There is no fiscal impact for this presentation. However, the City is already experiencing energy savings due to the improvements being made.

RECOMMENDATION: Council hear the presentation and ask questions.

ATTACHMENTS:

Description	Type
 City Energy Management Program Letter	Backup Material
 Storm Lake - Energy Goals - Draft	Backup Material

City of Storm Lake
City Council Meeting
July 20th, 2015
Storm Lake, IA 51031

City Energy Management Program (CEMP)

- Under a grant from the Department of Energy, Iowa Economic Development Authority developed a pilot program to place a regional energy manager (REM) in several Iowa cities. The focus being to drive energy efficiency at the municipal level.

Accomplishments thus far:

- Data gathering and B3 Benchmarking set-up
 - o Completed walkthroughs of 11 city buildings to identify opportunities.
 - o 11 city buildings targeted and will be entered into B3 Benchmarking.
 - B3 Benchmarking – provides the ability to manage your buildings' everyday energy consumption with simple reports using your monthly billing information and building data.

Facility	Annual Energy Cost (2014)
Airport	-
Campground/Cottages	-
City Hall	\$8,675.24
Fire Station	\$4,908.01
Golf Course	-
King's Pointe	\$338,478.96
Library	\$15,243.37
Public Safety	\$16,002.14
Street Shop	\$13,517.00
Wastewater Treatment	\$60,084.83
Water Treatment	\$106,464.27

- Assessments
 - o MidAmerican/Alliant completed new assessments at 9 buildings.
- Completed Projects:
 - o Water Treatment Plant – LED Retrofit

Energy Action Plan

- A plan prioritizing energy projects identified in the City Energy Management Program
- List of goals accompanied by a project list.

Project Summary

Airport:

Recommendation	Annual Cost Savings	Estimated Project Cost	Estimated Incentive	Simple Payback
Install LED Linear Lamps	\$173.60	\$1,800	\$1,200	3.5
Install LED Fixture Replacing 250W	\$507.36	\$4,500	\$900	7.1
Install LED Fixture Replacing 400W	\$819.00	\$9,300	\$1,500	9.5
Install LED Fixture Replacing 100W	\$440.44	\$9,680	\$2,200	17.0
Weatherstripping - Doors	\$39.40	\$60	\$0	1.5

City Hall:

Recommendation	Annual Cost Savings	Estimated Project Cost	Estimated Incentive	Simple Payback
Replace Office Furnace w/ High Eff	18.60	\$32	\$24	0.4
Replace Office AC w/ High Eff	83.70	\$180	\$126	0.6
Hot Water Review- Oversized	163.68	\$800	\$400	2.4
Add Insulation to Ceiling	546.00	\$6,750	\$3,750	5.5
Add Insulation to NW Walls	23.25	\$600	\$70	22.8

Fire Station:

Recommendation	Annual Cost Savings	Estimated Project Cost	Estimated Incentive	Simple Payback
Weatherstripping - Doors	66.00	\$96	\$72	0.4
Install High Eff. Furnace	278.30	\$4,200	\$700	12.6
Install High Eff. AC	61.80	\$3,500	\$1,200	37.2
Install High Eff. Hot Water	27.50	\$60	\$70	19.3

Golf Clubhouse:

Recommendation	Annual Cost Savings	Estimated Project Cost	Estimated Incentive	Simple Payback
Install Programmable Thermostats	-	-	-	-
Seal off Attic from Furnace Room	-	-	-	-
Install LED Linear Lamps to Replace T12s	-	-	-	-
Install High Efficiency Furnace	-	-	-	-
Install High Efficiency AC	-	-	-	-

King's Pointe Resort:

Recommendation	Annual Cost Savings	Estimated Project Cost	Estimated Incentive	Simple Payback
Pool Bathrom Ventilation Controls	\$570.65	\$500	\$0	0.9
Vending Machine Controls	\$483.55	\$1,200	\$471	1.5
Occupancy Dimming Controls	\$837.90	\$3,750	\$2,250	1.8
Lobby Daylighting Controls	TBD	TBD	TBD	TBD
ECMs in Walk-in Coolers	\$388.80	\$1,600	\$320	3.3
Install VSD on Pool Circulation Pumps	\$7,963.35	\$25,000	\$3,200	2.7
Pool LED Retrofit	\$1,306.05	\$28,900	\$12,996	12.2
Interior Lighting Retrofit	\$5,140.50	\$102,000	\$49,735	10.2
Exterior Lighting Retrofit	\$970.90	\$6,000	\$1,500	4.6
LED Exit Sign Retrofit	\$189.20	\$2,400	\$1,200	6.3
On-Demand Kitchen Vent Hood	\$539.50	\$0	0.00	0.0
Guest Room Energy Management	\$1,759.50	\$6,000	0.00	3.4
PTAC Unit Replacement	TBD	TBD	TBD	TBD
Kitchen Exhaust Recovery	\$15,964.96	TBD	TBD	TBD

Library:

Recommendation	Annual Cost Savings	Estimated Project Cost	Estimated Incentive	Simple Payback
Install Interior LED Lamps	\$259.20	\$960	\$240	2.8
Install LED Linear Lamps	1,357.20	\$19,575	\$10,875	6.4
Install LED Fixture Replacing 100W	\$881.10	\$12,100	\$2,750	10.6
Perform Boiler Tune-up	\$341.19	\$500	\$370	0.4

Public Safety:

Recommendation	Annual Cost Savings	Estimated Project Cost	Estimated Incentive	Simple Payback
Install Interior LED Lamps	\$36.00	\$160	\$40	3.3
Install LED Linear Lamps	\$410.40	\$3,240	\$1,800	3.5
Install LED Linear Lamps	\$650.00	\$9,000	\$5,000	6.2
Install High Eff. Hot Water	\$85.10	\$600	\$300	3.5
Install LED Fixture Replacing 400W	\$260.00	\$2,480	\$400	8.0
Install LED Fixture Replacing 250W	\$181.20	\$2,250	\$450	9.9
Install High Eff. AC	\$134.75	\$10,000	\$1,500	63.1
Perform Boiler Tune-up	\$93.24	\$500	\$209	3.1

Street Shop:

Recommendation	Annual Cost Savings	Estimated Project Cost	Estimated Incentive	Simple Payback
Weatherstripping - Doors	\$30.80	\$64	\$48	0.5
Install LED Fixtures	\$891.20	\$4,200	\$0	4.7
Add Insulation	\$402.71	\$4,560	\$3,192	3.4
Weatherstripping	\$90.86	\$1,463	\$1,024	4.8
New Refrigerators	\$33.04	\$800	\$0	24.2

Install High Eff. Furnace	\$584.43	\$12,600	\$2,100	18.0
Install High Eff. AC	\$130.56	\$3,500	\$1,200	17.6
Install High Eff. Hot Water	\$19.25	\$600	\$70	27.5

Street Lighting/Park Lighting:

Recommendation	Annual Cost Savings	Estimated Project Cost	Estimated Incentive	Simple Payback
Utilize MidAmerican Energy's Replacement Program	-	-	-	-
Develop plan for City-Owned lights	-	-	-	-

Water Treatment:

Recommendation	Annual Cost Savings	Estimated Project Cost	Estimated Incentive	Simple Payback
Complete Interior Lighting Retrofit	1,114.70	24,640	9,625	13.5
Install Occupancy Sensors	199.20	400	0	2.0
Complete Exterior Lighting Retrofit	TBD	TBD	TBD	TBD
Replace Boiler System	1,462.32	9,052	800	5.6
Investigate Water Heater Usage/Remove	TBD	TBD	TBD	TBD
Set Program on Thermostat	149.84	0	0	0.0

Wastewater Treatment:

Recommendation	Annual Cost Savings	Estimated Project Cost	Estimated Incentive	Simple Payback
Complete MidAm Industrial Audit	-	-	-	-
Install LED Linear Lamps in Office/Lab	-	-	-	-
HVAC Research Study	-	-	-	-
Natural Gas Feasibility Study	-	-	-	-
Install LED Exterior Fixtures	-	-	-	-

Plan moving forward

- Complete project list with accurate estimates
- Create and implement purchasing and procurement standard
- Create and implement building process/maintenance manual
- Assist with 2016 budget process

STORM LAKE ENERGY ACTION PLAN

Energy:

1. City of Storm Lake:

- i. Initiate and plan for continued city wide utility use tracking and monitoring. Must be in-place by July, 2015.
- ii. Develop and initiate LED replacement plan for trail lights at Frank Starr Park by the end of fiscal year of 2017.
- iii. Perform routine maintenance on HVAC systems in all city-owned buildings.
- iv. Develop purchasing and procurement plan that requires energy efficiency as criteria.
- v. Develop energy savings goal for all city-owned buildings.
- vi. Partner with Buena Vista "Footprints" to research renewable energy opportunities.
- vii. Partner with Tyson and wastewater to utilize methane as a renewable fuel.
- viii. Work with MidAmerican Energy to replace leased street lighting with LEDs.

2. Public Safety Building

- i. Install LED screw-in lamps in all sockets by 2018.
- ii. Research feasibility of LED linear lamps to replace existing fluorescent system by end of 2017.

3. Fire Station

- i. Install weather-stripping on all exterior doors by the end of 2017.

4. Water Treatment Plant

- i. Replace interior and exterior lights with LEDs by December 2015.
- ii. Install Variable Speed Drive at Memorial Lift Station
- iii. Install occupancy sensors in appropriate areas by 2015.
- iv. Replace boiler with high efficiency unit by December 2018.
- v.

5. Library

- i. Install weather-stripping on all exterior doors and windows by 2019
- ii. Research and implement a lighting upgrade by 2020.
- iii. Complete a boiler controls update by 2018.
- iv. Provide Energy Efficiency programming by 2017: Energy Rebates and Tax Credits, Solar Energy, UNI Energy Education.
- v. Library Board Development of a Green Policy

6. Wastewater Treatment

- i. Perform an HVAC opportunities study by outside engineering firm to identify possible system upgrades by end of 2015.
- ii. Install interior LED lighting by end of 2017.

7. King's Pointe Resort

- i. Complete replacement of all CRT televisions with more efficient model by end of 2015.
- ii. Complete all recommendations identified in the MidAmerican Energy assessment with less than 3 year payback by end of 2016.

8. Street Shop

- i. Install weather-stripping on overhead doors by 2018.
- ii. Research and implement a lighting upgrade by 2020.
- iii. Insulate main building by 2020.
- iv. Install radiant heaters by 2020.

9. City Hall

- i. Install weather-stripping on all exterior doors by the end of 2017.
- ii. Research feasibility of LED linear lamps to replace existing fluorescent system by end of 2017.
- iii. Continue and complete the replacement of windows.

Staff Summary

7/20/2015

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: James H. Patrick, City Manager

SUBJECT: **Resolution No. 10-R-2015-2016 Approving Change Order #6 To FEMA Contract No. 5**

BACKGROUND: This Change Order #6 is to extend the contract completion date for Contract 5 - Wastewater Treatment Plant. This is being submitted in accordance with the agreement reached with Gridor Construction concerning a resolution of outstanding issues on the project.

Due to the lateness of the construction season, the contractor was not able to complete all of the site improvements before the onset of winter conditions. Although the treatment plant was operational in November 2014, work on the various treatment facilities continued through the winter months. By the spring of 2015 the contractor had completed most of the major construction items and the work remaining to be completed consisted of finish work and cleanup.

FISCAL IMPACT: There is no fiscal impact for this change order.

RECOMMENDATION: Council Adopt Resolution No. 10-R-2015-2016 Approving Change Order #6 To FEMA Contract #5.

ATTACHMENTS:

Description	Type
☐ Resolution No. 10-R-2015-2016	Resolution
☐ Change Order #6	Change Order

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



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

July 9, 2015

CHANGE ORDER NO. 6

STORM LAKE, IOWA
SANITARY SEWER SYSTEM MITIGATION PROJECT
CONTRACT 5 - WASTEWATER TREATMENT PLANT
FEMA - DR-1763-IA
HMGP PROJECT NO. 0165

Description

Change Order No. 6 is to extend the contract completion date for Contract 5 - Wastewater Treatment Plant. Based on the Notice to Proceed date the original final completion date for the project was November 21, 2014. The wastewater treatment plant was placed in service and first discharged on November 19, 2014 just prior to the completion date.

Due to the lateness of the construction season Gridor Construction, Inc. was not able to complete all of the site improvements before the onset of winter conditions. Although the treatment plant was operational in November 2014 work on the various treatment facilities continued through the winter months. By the spring of 2015 Gridor Construction, Inc. had completed most of the major construction items and the work remaining to be completed consisted primarily of finish work and cleanup.

Change Order No. 6 is to extend the contract completion date from the original completion date from November 21, 2014 to a fixed completion date of October 1, 2015. The extension is to provide the contractor time to complete the construction and cleanup list items on the project.

Change Order Costs

- | | |
|--|---------------|
| 1. Extend contract completion date from November 21, 2014 to October 1, 2015 | <u>\$0.00</u> |
| TOTAL | \$0.00 |

Financial Summary

Original Contract Amount	\$8,784,500
Previously Approved Change Orders	\$137,366
Previously Adjusted Contract Price	\$8,921,866
This Change Order	\$0.00
Adjusted Contract with this Change Order	\$8,921,866
Percentage Change this Change Order	0.0%
Accumulative Change, All Change Orders	1.56%

GRIDOR CONSTRUCTION, INC.

By_____

Title_____

Date_____

VEENSTRA & KIMM, INC.

By_____

Title_____

Date_____

CITY OF STORM LAKE, IOWA

By_____

Title_____

Date_____

ATTEST:

By_____

Title_____

Date_____

Staff Summary

7/20/2015

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: James H. Patrick, City Manager

SUBJECT: **Resolution No. 11-R-2015-2016 Approving Change Order #7 To FEMA Contract #5 - Wastewater Treatment Plant**

BACKGROUND: This change order is to compensate Griddor Construction for two items of work associated with the construction on Contract 5 - Wastewater Treatment Facilities. Both items of work address damage to the 24 inch influent force main coming from the Memorial Lift Station.

On July 22, 2014, the contractor was working near the 24 inch force main just west of the influent structure. When the contractor removed enough dirt on the force main which relieved the pressure on the pipe, the pipe began to leak. The fix was to place a concrete patch over the top of the force main. This change order compensates the contractor for the cost of the concrete used to patch the pipe and an allowable contractor mark up.

On September 4, 2014, the contractor was installing the water main on the south side of County Road C-65. Once again when the contractor excavated the dirt from on top of the pipe and relieved the pressure on the pipe, ruptured again due to its deteriorated condition. This failure was more extensive and required a repair to the deteriorated 24 inch force main that involved replacing 30 feet of pipe.

Both failures were a result of deteriorated pipe and not a result of contractor activities or error. The change order compensated the contract costs associated with the repair of the force main at both locations.

FISCAL IMPACT: The Change Order costs for both events total \$20,707. FEMA will pay 75% of the cost, Homeland Security will pay 10% of the cost and the City will pay 15% of the cost.

Original Contract	\$8,784,500
Previously Approved Change Orders	\$ 137,366

This Change Order	\$ 20,707
Adjusted Contract with this Change Order	\$8,942,573
Percentage Change this Change Order	0.24%
Accumulative Change, All Change Orders	1.80%

RECOMMENDATION: Council Adopt Resolution No. 11-R-2015-2016 Approving Change Order #7 To FEMA Contract #5.

ATTACHMENTS:

Description	Type
 Change Order #7	Change Order
 Resolution No. 11-R-2015-2016	Resolution



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

July 9, 2015

CHANGE ORDER NO. 7

STORM LAKE, IOWA
SANITARY SEWER SYSTEM MITIGATION PROJECT
CONTRACT 5 - WASTEWATER TREATMENT PLANT
FEMA - DR-1763-IA
HMGP PROJECT NO. 0165

Description

This change order is to compensate the contractor for two items of work associated with the construction on Contract 5 - Wastewater Treatment Plant. Both items of work deal with the damage to the 24-inch influent force main from the Memorial Pump Station.

On July 22, 2014 Gridor Construction, Inc. was working near the 24-inch force main just west of the influent structure. Although the contractor did not physically encounter the force main, the force main began leaking. The remedy was to place a concrete patch over the top of the force main. This change order compensates the contractor for the cost of the concrete for the patch, plus an allowable contractor's mark up.

On September 4, 2014 Gridor Construction, Inc. was installing the water main on the south side of County Road G65 that extends to the headworks building on the north side of the road. The contractor excavated to locate the force main. When the contractor was attempting to locate the force main the force main failed. The evidence would indicate the contractor did not physically encounter the force main. The force main was in a deteriorated condition and failed when the contractor was attempting to remove the soil to locate the force main. The failure in early September was more extensive and required a repair to the deteriorated 24-inch force main that involved replacing 30 feet of pipe.

At both locations the failure was the result of the deteriorated condition of the force main and not as a result of the contractor's activity. The contractor is not responsible for the deteriorated condition of the force main. The change order compensates the contract costs associated with the repair of the force main at both locations.

Change Order Costs

1. Concrete encasement of leaking force main	\$707.00
2. Replacement of 30 feet of 24-inch force main	<u>\$20,000.00</u>
TOTAL	\$20,707.00

Financial Summary

Original Contract Amount	\$8,784,500
Previously Approved Change Orders	\$137,366
Previously Adjusted Contract Price	\$8,921,866
This Change Order	\$20,707
Adjusted Contract with this Change Order	\$8,942,573
Percentage Change this Change Order	0.24%
Accumulative Change, All Change Orders	1.80%

GRIDOR CONSTRUCTION, INC.

By _____

Title _____

Date _____

VEENSTRA & KIMM, INC.

By _____

Title _____

Date _____

CITY OF STORM LAKE, IOWA

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____

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

Staff Summary

7/20/2015

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. 12-R-2015-2016 Setting A Consultation Date & Public Hearing On Proposed Amendment #4 To The Storm Lake Industrial Park Urban Renewal Plan.**

BACKGROUND: Staff is proposing Amendment #4 to the Urban Renewal Plan which would confirm a proposed project to be undertaken within the Plan area. A copy of the proposed Amendment is attached herewith.

FISCAL IMPACT: No fiscal impact associated with setting the Consultation Session or the Public Hearing.

RECOMMENDATION: Adopt Resolution No. 12-R-2015-2016

ATTACHMENTS:

Description	Type
☐ Resolution No. 12-R-2015-2016	Resolution

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 (NE¹/₄) 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 (SW¹/₄) 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 (SW¹/₄) 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 (SE $\frac{1}{4}$) 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 (NW $\frac{1}{4}$) 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 (NW $\frac{1}{4}$) 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 (NW $\frac{1}{4}$), 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 (NW $\frac{1}{4}$) 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 (NW $\frac{1}{4}$) 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 (SW $\frac{1}{4}$ SE $\frac{1}{4}$) 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)

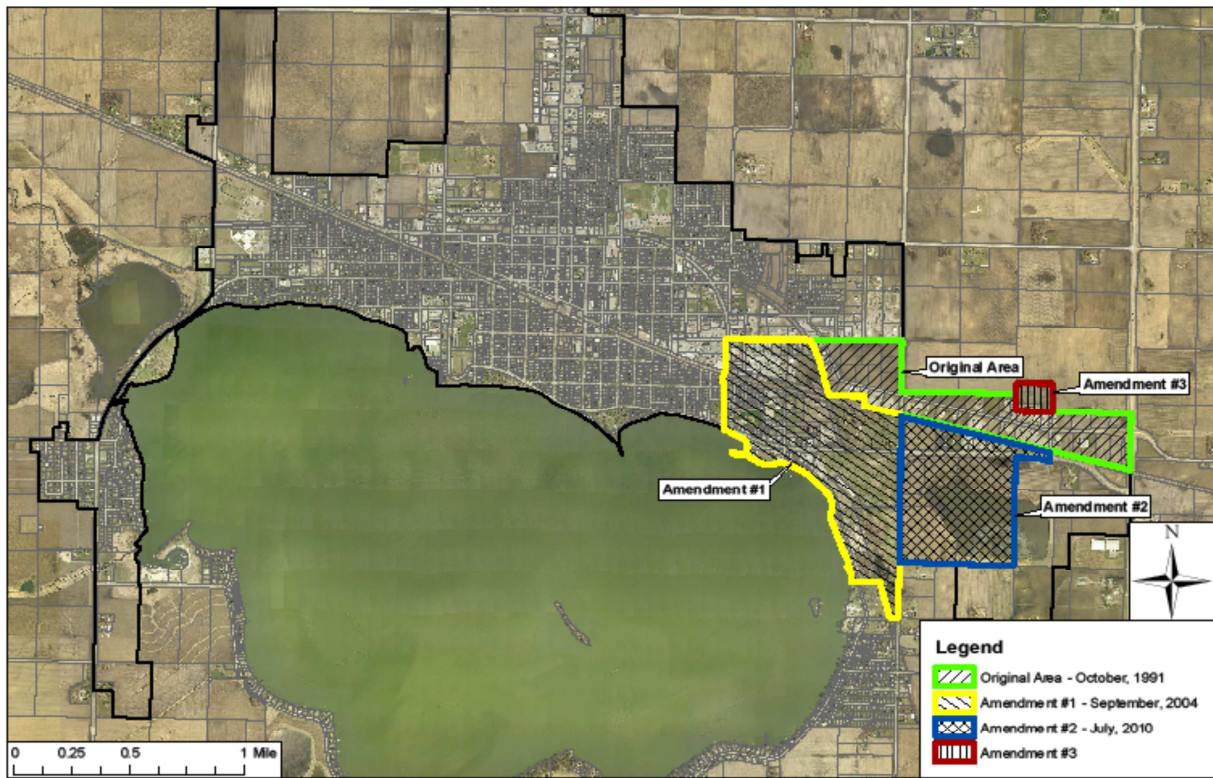
That a public hearing shall be held on the proposed Amendment No. 4 to the Storm Lake Industrial Park Urban Renewal Plan before the City Council at its meeting which commences at 5:00 P.M. on August 24, 2015, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

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:

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
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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.

Staff Summary

7/20/2015

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. 13-R-2015-2016 Setting A Public Hearing On A Proposed Purchase Agreement And Development Agreement With Orton Homes, LLC And Setting Forth Competitive Bidding Criteria And Procedures**

BACKGROUND: Orton Homes, LLC is a Clive, Iowa based home builder. They have built both custom and speculative houses throughout the Des Moines metro area. They also have experience with commercial and multi family housing. Orton desires to purchase the former condo site along Sunrise Park Road and build a condominium development.

Staff has negotiated a Purchase, Sale and Development Agreement with Orton. Terms of the Agreement are as follows:

- Orton will pay the City \$225,000 for purchase of the land. Earnest money of \$15,000 has been paid with the balance due at closing.
- Orton to commence construction of a 44 unit condominium building no later than October 15, 2015. Construction of this building is to be completed no later than December 31, 2016.
- Orton will provide a performance bond for the full amount of construction cost of Phase I. Should Orton fail to perform, the City could access the bond proceeds and complete the project.
- Phase II of the project is the construction of a 33 unit building to be started after the sale of the original 44 units
- The City will provide one or two easements for entry drives off of Sunrise Park Road.
- The City will receive the incremental tax revenue the first year taxes will be due on the new development (FY 18-19) estimated to be \$155,000. Thereafter Orton will receive a rebate of 50% of the incremental revenue for the next eight years.

The Development Agreement has been signed by Orton and is on file with the City Clerk.

A Fair Value Opinion will be provided to Council prior to the 7/20/2015 Regular meeting.

This Resolution also sets out procedures and requirements for competitive bidding. Potential competitors have until Monday August 24, 2015 at 12:00 PM to submit a bid.

This agenda item will set forth a public hearing on the sale of land in an Urban Renewal Area. Per Iowa Law the City is required to hold a public hearing prior to the sale of land and in the case where the City is selling public land in an Urban Renewal Area the hearing must be set at least 30 days in advance.

If approved the Public Hearing on this property sale would be set for August 24 , 2015 at 5:00 PM in City Hall.

FISCAL IMPACT:

The purchase price plus the first year's incremental tax receipts (estimated to be \$155,000 with an estimated \$137,000 present value) covers the purchase price of the property from BV County but doesn't cover all of the City's expenses. The City's share of the incremental tax revenues during the eight year incentive period are estimated to be \$77,000/year based upon just one building at current roll-back, levy rates and assumed assessed value; thereafter revenue to the City would be \$155,000 based upon current estimates. If the second building is built revenues to the City would increase by \$61,000/year. -

RECOMMENDATION:

Adopt Resolution No. 13-R-2015-2016

ATTACHMENTS:

Description	Type
 Resolution No. 13-R-2015-2016	Resolution
 Orton Development Agreement	Backup Material

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 (N½NEFrac¼) 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

PURCHASE, SALE AND DEVELOPMENT AGREEMENT

By and Between

CITY OF STORM LAKE, IOWA

AND

ORTON DEVELOPMENT COMPANY, L.L.C.

_____, 2015

PURCHASE, SALE AND DEVELOPMENT AGREEMENT

THIS PURCHASE, SALE AND DEVELOPMENT AGREEMENT ("Agreement"), is made on or as of the ____ day of _____, 2015, by and between the CITY OF STORM LAKE, IOWA, a municipality ("City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015, as amended (the "Urban Renewal Act") and ORTON DEVELOPMENT COMPANY, L.L.C. an Iowa limited liability company having offices for the transaction of business at 2208 Woodlands Parkway, Clive, Iowa ("Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Storm Lake Industrial Park Urban Renewal Area (the "Urban Renewal Area"), which is described in the Storm Lake Industrial Park Urban Renewal Plan approved for such Urban Renewal Area by Resolution No. 33-R-91-92 on September 16, 1991, which has been amended four times, lastly by Amendment No. 4 as approved by Resolution No. _____ on _____, 2015 (the "Urban Renewal Plan"); and

WHEREAS, the City is the owner of certain real property located within the Urban Renewal Area as described in Exhibit A attached hereto and made a part hereof (the "Development Property"); and

WHEREAS, the City is willing to transfer ownership of the Development Property to Developer in exchange for Developer's agreement to make certain improvements to the Development Property and agreement to conditions and restrictions regarding future use of the Development Property; and

WHEREAS, the City anticipates that transfer of the Development Property to Developer will remediate the blighted nature of the Development Property and create housing; and

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

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

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area shall mean the area known as the Storm Lake Industrial Park Urban Renewal Area.

Certificate of Completion means the certificate given by the City to Developer acknowledging completion of construction of the Phase I Minimum Improvements and Phase II Minimum Improvements in the form attached as Exhibit H and Exhibit H-1, respectively.

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

Closing means the closing of the real estate transfer of the Development Property to Developer, as further defined in Section 4.8 which shall be within ten (10) days of the execution of this Agreement by the City.

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

Commences Construction means to commence vertical construction of the property after entry into a valid and binding construction contract (including, at a minimum, the erection of framing or other structural improvements), which shall be on or before October 15, 2015.

Commencement Date means the date of this Agreement.

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

Deed means the Special Warranty Deed given by the City to Developer for the Development Property in the form attached as Exhibit D.

Developer means Orton Development Company, L.L.C. and its permitted successors and assigns.

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

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

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

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

Ordinance means the Ordinances of the City under which the taxes levied on the taxable property in the Area shall be divided and a portion paid into the Storm Lake Industrial Park Urban Renewal Area Tax Increment Revenue Fund for each Project.

Orton Development Company, L.L.C. TIF Account means a separate account within the Storm Lake Industrial Park Urban Renewal Area Tax Increment Revenue Fund of the City in which there shall be deposited Tax Increments received by the City with respect to the Phase I Minimum Improvements and the Phase II Minimum Improvements.

Phase I Minimum Improvements means the residential construction and development project at the Development Property, more particularly described in Exhibit B and Exhibit B-1. Although the diagrams shown in Exhibit B-1 show three buildings, the Phase I Minimum Improvements is the construction of the middle building only, a three-floor condominium building with at least 44 separate units.

Phase II Minimum Improvements means the residential construction and development project at the Development Property, more particularly described in Exhibit B and Exhibit B-1. Although the diagrams shown in Exhibit B-1 show three buildings, the Phase II Minimum Improvements is the construction of the northern most building only, a three-floor condominium building with at least 33 separate units.

Purchase Price has the meaning assigned to it in Section 4.2.

Project means the completion and operation of the Phase I Minimum Improvements and Phase II Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

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

Tax Increments means the property tax revenues divided and made available to the City for deposit in the Storm Lake Industrial Park Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

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

Urban Renewal Plan means the Storm Lake Industrial Park Urban Renewal Plan, as amended, approved in respect of the Storm Lake Industrial Park Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

a. Orton Development Company, L.L.C. is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, with all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

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

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

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

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

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all

requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Phase I Minimum Improvements and Phase II Minimum Improvements may be lawfully constructed.

g. Barring Unavoidable Delays, the Phase I Minimum Improvements will be completed by December 31, 2016.

h. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any law or regulation. Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Phase I Minimum Improvements in accordance with this Agreement, and there has not been a substantial change for the worse in the financial resources and ability of the Developer, or a substantial decrease in the financing commitments secured by the Developer for construction of the Phase I Minimum Improvements, which change(s) make it likely, in the reasonable judgment of the City, that the Developer will be unable to fulfill its covenants and obligations under this Agreement.

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

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

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

ARTICLE III. PRELIMINARY ACTIONS

Section 3.1. Condition Precedent. It is understood that the ability of the City to meet its commitments under this Agreement is subject in all respects to completion of all required

proceedings under Chapter 403 of the Code to effect the amendment of the Urban Renewal Plan to authorize this Project as an urban renewal project. The City shall, with all reasonable due diligence, conduct the foregoing proceedings and shall keep the Developer apprised of its progress in connection with the same.

ARTICLE IV. TRANSFER OF CITY-OWNED LAND

Section 4.1. Transfer of Development Property. For and in consideration of the obligations being assumed by the Developer hereunder and in furtherance of the Urban Renewal Plan and the Urban Renewal Act, the City agrees to sell, and the Developer agrees to purchase, the Development Property, together with all improvements thereon, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 403.8 of the Iowa Code.

Section 4.2. Price. The purchase price for the Development Property shall be \$225,000 (the "Purchase Price") payable in the following manner:

- a. Developer shall deposit with the City the sum of Fifteen Thousand Dollars (\$15,000.00) with the delivery of this Agreement to the City as earnest money to be held in the City's attorney's trust account. Except as otherwise provided herein, the earnest money shall be applied against the Purchase Price at Closing.
- b. Developer shall pay the balance of the Purchase Price to the City by check or wire transfer at Closing (subject to prorations, reductions and credits as provided below).

Section 4.3. Conditions Precedent to Transfer of Property. The City's obligation to transfer title and possession of the Development Property to Developer at Closing, and Developer's obligation to pay the Purchase Price, shall be subject to satisfaction of the following conditions precedent:

- a. The Developer is in material compliance with all of the terms of this Agreement.
- b. The Developer shall have furnished the City with evidence in a form satisfactory to the City of the acquisition of the performance bonds referred to in Section 5.8 of this Agreement.

Section 4.4. Real Estate Taxes and Special Assessments.

a. The property is currently tax-exempt while owned by the City. Developer shall be responsible for all taxes post-closing, if any.

b. The City shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

c. All other special assessments shall be paid by Developer.

Section 4.5. Reserved.

Section 4.6. Risk of Loss And Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance. In the event of substantial damage or destruction prior to Closing, the City shall have the option of using insurance proceeds to rebuild the Development Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Development Property after Closing in accordance with Section 5.6.

Section 4.7. Condition Of The Property; Care And Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property. Developer hereby waives all claims against the City as to the condition of the Development Property.

Section 4.8. Possession/Closing. Upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, Closing shall take place within ten (10) days after the execution of this Agreement by the City. This purchase shall be considered "Closed" upon the delivery to Developer of a duly executed special warranty deed for the Development Property in the form of deed attached as Exhibit D. All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 4.9. Fixtures. Included with the Development Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.

Section 4.10. Abstract And Title. The City shall provide an abstract for the Development Property, continued through a date no more than forty-five (45) days prior to Closing, and deliver it to Developer for examination, which shall become the property of the Developer upon Closing. It shall show marketable title in City in conformity with this

Agreement, Iowa law, and title standards for the Iowa State Bar Association. The City shall make reasonable efforts to promptly perfect title. The City makes no representations or warranties concerning the marketability of title to the Development Property.

Section 4.11. Survey And Platting. Developer shall be responsible for all survey and platting of the Development Property. The City authorizes Developer and/or its agents and contractors access to the Development Property for survey and platting purposes.

Section 4.12. Environmental Matters. At Closing, the City will file with the County Recorder's office a properly executed Groundwater Hazard Statement as required by law. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the date of Closing.

Section 4.13. Conveyance of Easements. The City agrees to work with Developer to convey easements on other City-owned land, at no additional cost to Developer, reasonably required by the Developer for ingress and egress to the Development Property. Developer agrees that conveyance of any easements is subject to city council approval and all process required by law.

ARTICLE V. FURTHER COVENANTS OF DEVELOPER

Section 5.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Development Property, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 5.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 5.3. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Phase I Minimum Improvements and Phase II Minimum Improvements.

Section 5.4. Non-Discrimination. In the construction and operation of the Phase I Minimum Improvements and Phase II Minimum Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, gender, national origin, race, religion, marital status, sex, disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, gender, national origin, race, religion, marital status, sex, disability, or familial status.

Section 5.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 5.6. Insurance. At Closing and at all times prior to the Termination Date, Developer shall provide and maintain or cause to be maintained in full force and effect comprehensive public liability insurance, with limits of not less than \$1,000,000 per occurrence, per project, and \$3,000,000 in the aggregate. The City shall be named as an additional insured on the public liability policies, and evidence that such coverage is in effect and paid for shall be delivered to City prior to commencement of construction of the Project and at least thirty (30) days prior to the date that any existing coverage is slated to expire. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Phase I Minimum Improvements, Phase II Minimum Improvements or any portion thereof resulting from fire or other casualty. Developer shall forthwith repair, reconstruct, and restore the Phase I Minimum Improvements and Phase II Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage, whether or not the proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.7. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement.

Section 5.8. Performance Bond. Prior to Closing, Developer shall obtain, and shall require each of its general contractors to obtain, one or more surety bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Phase I Minimum Improvements, and that further guarantee the prompt payment of all materials and labor. Specifically, such surety bond shall guarantee 100% performance, and labor and materials payment for the Phase I Minimum Improvements, in a form similar to Exhibit E attached hereto, to assure completion of the Phase I Minimum Improvements. The surety bond(s) shall remain in effect until construction of the Phase I Minimum Improvements are completed. The bonds shall clearly specify the Developer and City as joint obligees. If the Developer fails to construct the Phase I Minimum Improvements by December 31, 2016 (with the exception of Unavoidable Delays), or by such other date as the parties shall mutually agree

upon in writing, such failure shall constitute a Developer's Event of Default under Section 10.1 and the City may exercise all of its rights under Section 10.2, and shall immediately pursue all necessary actions against the surety for the Phase I Minimum Improvements and shall use its best efforts to urge the surety to complete construction of the Phase I Minimum Improvements. The Developer shall assist the City's efforts. If the surety for the Phase I Minimum Improvements elects to advance funds to the City in lieu of completing the construction, then upon receipt of such funds, the City may complete or cause to be completed construction of the Phase I Minimum Improvements. If the surety for the Phase I Minimum Improvements fails for any reason or is insufficient to complete the Phase I Minimum Improvements, the City reserves the right to finance the shortfall of the costs to complete the Phase I Minimum Improvements through various financing avenues, including but not limited to, special assessments.

Section 5.9. Reserved.

Section 5.10. Reserved.

Section 5.11. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property, Phase I Minimum Improvements and Phase II Minimum Improvements have been timely paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Phase I Minimum Improvements; (iii) the date of the first full assessment of the Phase II Minimum Improvements; and (iv) certification that such officers have re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2017 and ending on October 15, 2026, both dates inclusive. Developer shall provide supporting information for its Annual Certification upon request of the City. See Exhibit I for form required for Developer Annual Certification.

ARTICLE VI. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 6.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign

its interest in the Development Property or its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

Section 6.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VII. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 7.1. Construction of Minimum Improvements. Following the transfer of the Development Property, the Developer shall complete the Phase I Minimum Improvements and Phase II Minimum Improvements on the Development Property according to the deadlines in this Agreement. The Phase I Minimum Improvements shall commence no later than October 15, 2015 and be complete by no later than December 31, 2016. The Phase II Minimum Improvements shall commence within six (6) months after the sale of the last unit owned by Developer in the Phase I Minimum Improvements. The Parties recognize that the Phase I Minimum Improvements consist of the construction of a 44-unit condominium development (the middle building) on the Development Property, as more specifically described in Exhibit B and Exhibit B-1. The Parties recognize that the Phase II Minimum Improvements consist of the construction of a 33-unit condominium development (the northern most building) on the Development Property, as more specifically described in Exhibit B and Exhibit B-1.

Section 7.2. Scope of Construction. Developer agrees that it will cause the Phase I Minimum Improvements and Phase II Minimum Improvements to be constructed on the Development Property in conformance with the site plans submitted to the City and attached to this Agreement as part of Exhibit B and Exhibit B-1, after issuance of a building permit issued by the City. Developer agrees that the scope and scale of the Phase I Minimum Improvements and Phase II Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Phase I Minimum Improvements and Phase II Minimum Improvements as detailed and outlined in the site plans, and shall require a total investment of not less than \$6,000,000 for the Phase I Minimum Improvements and an additional \$5,000,000 for the Phase II Minimum Improvements.

Section 7.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Phase I Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2016; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Phase I Minimum Improvements and Phase II Minimum Improvements to inspect such construction and the progress thereof.

Section 7.4. Certificate of Completion (Phase I). Upon written request of Developer after issuance of an occupancy permit for the Phase I Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit H attached hereto. Such Certificate of Completion shall be a conclusive determination of the satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Phase I Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Phase I Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Section 7.5. Certificate of Completion (Phase II). Upon written request of Developer after issuance of an occupancy permit for the Phase II Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit H-1 attached hereto. Such Certificate of Completion shall be a conclusive determination of the satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Phase II Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Phase II Minimum Improvements in accordance with the provisions of

this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to nine (9) years of consecutive annual payments of Economic Development Grants to Developer up to a total amount not to exceed One Million Two Hundred Forty Thousand Dollars (\$1,240,000) in the aggregate, under the following formula:

Assuming completion of the Phase I Minimum Improvements by December 31, 2016 and full assessment of the Phase I Minimum Improvements on January 1, 2017, and debt certification by the City to the Auditor prior to December 1, 2017, the Economic Development Grants shall commence on June 1, 2019 and end on June 1, 2027 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2019	Zero percent (0%) of Tax Increments for Fiscal Year 2018-2019
June 1, 2020	Fifty percent (50%) of Tax Increments for Fiscal Year 2019-2020
June 1, 2021	Fifty percent (50%) of Tax Increments for Fiscal Year 2020-2021
June 1, 2022	Fifty percent (50%) of Tax Increments for Fiscal Year 2021-2022
June 1, 2023	Fifty percent (50%) of Tax Increments for Fiscal Year 2022-2023
June 1, 2024	Fifty percent (50%) of Tax Increments for Fiscal Year 2023-2024
June 1, 2025	Fifty percent (50%) of Tax Increments for Fiscal Year 2024-2025
June 1, 2026	Fifty percent (50%) of Tax Increments for Fiscal Year 2025-2026
June 1, 2027	Fifty percent (50%) of Tax Increments for Fiscal Year 2026-2027

Each annual payment shall be equal in amount to the above percentages of the Tax Increments, not to exceed \$1,240,000 in the aggregate, collected by the City with respect to the Phase I Minimum Improvements and Phase II Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the Orton Development Company, L.L.C. TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Phase I Minimum Improvements and Phase II Minimum Improvements, but subject to limitation and adjustment as

provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

Section 8.2 Payment Schedule. After the Phase I Minimum Improvements are first fully assessed and if in compliance with this Agreement, if Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by December 2016 and first full assessment on January 1, 2017, if Developer certifies in October 2017 and the City certifies to the County by December 1, 2017, the first Economic Development Grants would be paid to Developer on June 1, 2019 (for zero percent (0%) of the Tax Increment for fiscal year 2018-2019 and fifty percent (50%) thereafter during the term of this Agreement)). The schedule of the payments for Economic Development Grants set forth in Section 8.1 is based on the first full assessment of the Phase I Minimum Improvements being January 1, 2017. If the completion of the Phase I Minimum Improvements is delayed so that the Phase I Minimum Improvements are not fully assessed as of January 1, 2017, then the first Economic Development Grant will not begin as scheduled, but will be delayed one year. However, in no event shall the schedule of Economic Development Grants be delayed more than one year, meaning that the latest potential date for Developer's first Economic Development Grant, if eligible, is June 1, 2020.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Phase I Minimum Improvements and Phase II Minimum Improvements over the specified time period, but in no event shall exceed One Million Two Hundred Forty Thousand Dollars (\$1,240,000) over nine (9) years. It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and was calculated based on the construction of Phase I and Phase II and that the actual payment amounts will be determined as set forth in Section 8.1 and this Article. If Phase II is not constructed the Developer understands that the actual payments will be significantly less than the total aggregate amount set forth above.

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

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

- (a) compliance with the terms of this Agreement, including, but not limited to, the payment of property taxes; and
- (b) timely filing by Developer of the Annual Certifications required under Section 5.11 hereof and the Council's approval thereof.

In the event that an Event of Default occurs or any certification filed by Developer under Section 5.11 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 5.10 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

Section 8.6. Source of Grant Funds Limited.

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

included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

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

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Phase I Minimum Improvements or Phase II Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.7. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any

portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.8. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

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

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

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

ARTICLE IX. INDEMNIFICATION

Section 9.1. Developer's Actions. Developer shall defend, hold harmless, and indemnify the City and its elected and appointed officers, agents, employees, and representatives from claims, costs, and liabilities, including but not limited to personal injury and death to persons and damage to property and reasonable attorneys' fees, which arise directly or indirectly, as a result of (i) the condition of the Development Property post-closing, (ii) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding that is brought by Developer against the City to enforce its rights under this Agreement), or (iii) the design, adequacy or construction or operation of the Phase I Minimum Improvements, Phase II Minimum Improvements or the Project by Developer or by Developer's contractors, subcontractors, agents or employees, whether such operations were performed by Developer or any of Developer's contractors, subcontractors, or any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.

ARTICLE X. REMEDIES

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

- a. Failure by Developer Commence Construction or cause the construction of the Minimum Improvements to be completed pursuant to the terms and conditions of this Agreement (meaning receive a Certificate of Completion from the City);
- b. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements;
- d. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- e. The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;
- f. Developer:
 - i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. makes an assignment for the benefit of its creditors; or
 - iii. admits in writing its inability to pay its debts generally as they become due; or
 - iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

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

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;
- b. The City may forfeit or terminate this Agreement as provided in the Iowa Code;
- c. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement including foreclosure with the appointment of a receiver;
- d. The City may enforce the surety bond required under Section 5.8.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Attorneys' Fees and Expenses.

a. Each party shall pay its own attorneys' fees and expenses relating to the drafting and execution of this Agreement; and

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

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Orton Development Company, L.L.C. at 2208 Woodlands Parkway, Clive, Iowa 50325, Attn: Robert Orton, Sole Member;
- b. In the case of the City, is addressed to or delivered personally to the City at P.O. Box 1086, 620 Erie St., Storm Lake, IA 50588, Attn: City Manager;

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

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Iowa applicable to contracts wholly to be performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Buena Vista County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. The parties further expressly waive any right to a jury trial.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2028, unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall reimburse the City for all costs of recording.

Section 11.10 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 11.11 Time. In the performance of each part of this Agreement, time shall be of the essence.

Section 11.12 Real Estate Agent Or Broker. Neither Developer nor the City is represented in this transaction by a real estate agent or broker and no real estate commission is due.

Section 11.13 Certification. Developer and the City each certifies that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 11.4 Performance by City. Developer acknowledges and agrees that all of the obligations of the City under this Agreement shall be subject to, and performed by the City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with the City's lawful authority.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed all on or as of the day first above written.

[Signatures start on the next page]

CITY OF STORM LAKE, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2015, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Justin Yarosevich, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

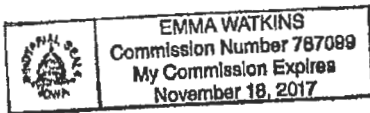
Notary Public in and for the State of Iowa

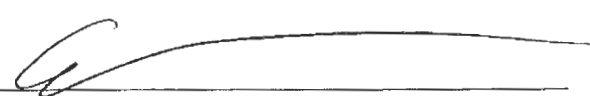
ORTON DEVELOPMENT COMPANY, L.L.C.,
an Iowa limited liability company

By: 
Robert Orton, Its Authorized Representative

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this 16 day of July, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Robert Orton, to me personally known, who, being by me duly sworn, did say that he is the Sole Member of Orton Development Company, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Robert Orton as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by him voluntarily executed.




Notary Public in and for the State of Iowa

EXHIBITS

EXHIBIT A.....	Legal Description of Development Property
EXHIBIT B.....	Description of Phase I Minimum Improvements and Phase II Minimum Improvements
EXHIBIT B-1.....	Diagrams of Phase I Minimum Improvements and Phase II Minimum Improvements
EXHIBIT C.....	Memorandum of Agreement
EXHIBIT D.....	Special Warranty Deed
EXHIBIT E.....	Surety Bond
EXHIBIT F.....	Reserved
EXHIBIT G.....	Enforceability Opinion
EXHIBIT H.....	Certificate of Completion (Phase I)
EXHIBIT H-1.....	Certificate of Completion (Phase II)
EXHIBIT I.....	Developer's Annual Certification

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally 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.

EXHIBIT B
DESCRIPTION OF PHASE I MINIMUM IMPROVEMENTS

Phase I Minimum Improvements shall mean the construction of the middle building of a condominium development with 44 units on the Development Property. The Phase I Minimum Improvements must be completed by December 31, 2016.

See the attached Exhibit B-1 showing three buildings. The Phase I Minimum Improvements required and defined under this Agreement are only the middle building.

DESCRIPTION OF PHASE II MINIMUM IMPROVEMENTS

Phase II Minimum Improvements shall mean the construction of the northern most building of a condominium development with 33 units on the Development Property. Construction of the Phase II Minimum Improvements must commence within six (6) months after the sale of the last unit owned by the Developer in the Phase I Minimum Improvements.

See the attached Exhibit B-1 showing three buildings. The Phase II Minimum Improvements required and defined under this Agreement are only the northern most building.

SITE PLAN FOR: SUNSET BAY CONDOMINIUMS STORM LAKE, IOWA

VICINITY MAP

NOT TO SCALE



STORM LAKE, IOWA

INDEX OF SHEETS

NO.	DESCRIPTION
1	TITLE SHEET
2	DETAILS / HYDRANT COVERAGE PLAN
3	SITE AND DIMENSION PLAN
4	GRADING PLAN / BMPPP NOTES
5	UTILITY PLAN

GENERAL LEGEND

PROPOSED	EXISTING
TYPE 1-A STORM INTAKE	STORM SEWER MANHOLE
TYPE 1-B STORM INTAKE	SANITARY SEWER MANHOLE
TYPE 1-C STORM INTAKE	SEWER VALVE
TYPE 1-D STORM INTAKE	PIPE INFRANT
TYPE 1-E STORM INTAKE	STORM SEWER INTAKE
TYPE 1-F STORM INTAKE	TELEPHONE JUNCTION BOX
TYPE 1-G STORM INTAKE	ELECTRIC BOX
TYPE 1-H STORM INTAKE	CABLE TV PRESTAL
TYPE 1-I STORM INTAKE	WALKER
TYPE 1-J STORM INTAKE	SEW
TYPE 1-K STORM INTAKE	POWER POLE
TYPE 1-L STORM INTAKE	STREET LIGHT
TYPE 1-M STORM INTAKE	OUT SPOUR
TYPE 1-N STORM INTAKE	BUSH
TYPE 1-O STORM INTAKE	COMPOUND FENCE
TYPE 1-P STORM INTAKE	DECKBOARD FENCE
TYPE 1-Q STORM INTAKE	OVERHEAD ELECTRIC
TYPE 1-R STORM INTAKE	FIELD ILS
TYPE 1-S STORM INTAKE	FIELD FENCE
TYPE 1-T STORM INTAKE	WATERMAIN
TYPE 1-U STORM INTAKE	SANITARY SEWER
TYPE 1-V STORM INTAKE	STORM SEWER BY SIZE

OWNER / DEVELOPER

SUNSET BAY CONDOMINIUMS, LLC
1001 WESTERN PARKWAY
WEST DES MOINES, IOWA 50309

ARCHITECT

SIMONSON & ASSOCIATES, LLC
2420 138th Street
Urbandale, Iowa 50323
(515) 440-8800 PHONE
(515) 440-8800 FAX

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
2001 W 112th Street, Suite 111
Des Moines, Iowa 50311
(515) 380-1000 PHONE
(515) 380-1000 FAX

SITE DATA

SITE AREA = 3.80 ACRES

ZONING

R-4 (SINGLE-FAMILY RESIDENTIAL DISTRICT)

BULK REGULATIONS

BULK REGULATIONS SHALL APPLY AS FOLLOWS:

MAXIMUM HEIGHT	= 60 FEET
MAXIMUM BUILDING COVERAGE	= 50%
MAXIMUM IMPERVIOUS COVERAGE	= 50%
MINIMUM SETBACK	= 5 FEET
MINIMUM SIDE YARD SETBACK	= 5 FEET
MINIMUM REAR SETBACK	= 10 FEET

RETRACTORS AND IMPERVIOUS AREA EXCEPT MANHOLE APPROVED BY THE STORM LAKE ZONING BOARD OF ADJUDICATION ON JAN 10, 2006

SUBMITTAL DATES

- FIRST SUBMITTAL: 6-28-05

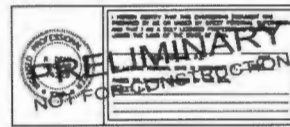
SIMONSON & ASSOCIATES
ARCHITECTS, L.L.C.
2420 138th Street
Urbandale, Iowa 50323
515.440.8800 Fax: 515.440.8804
E-MAIL: simonson@simonsonandassociates.com

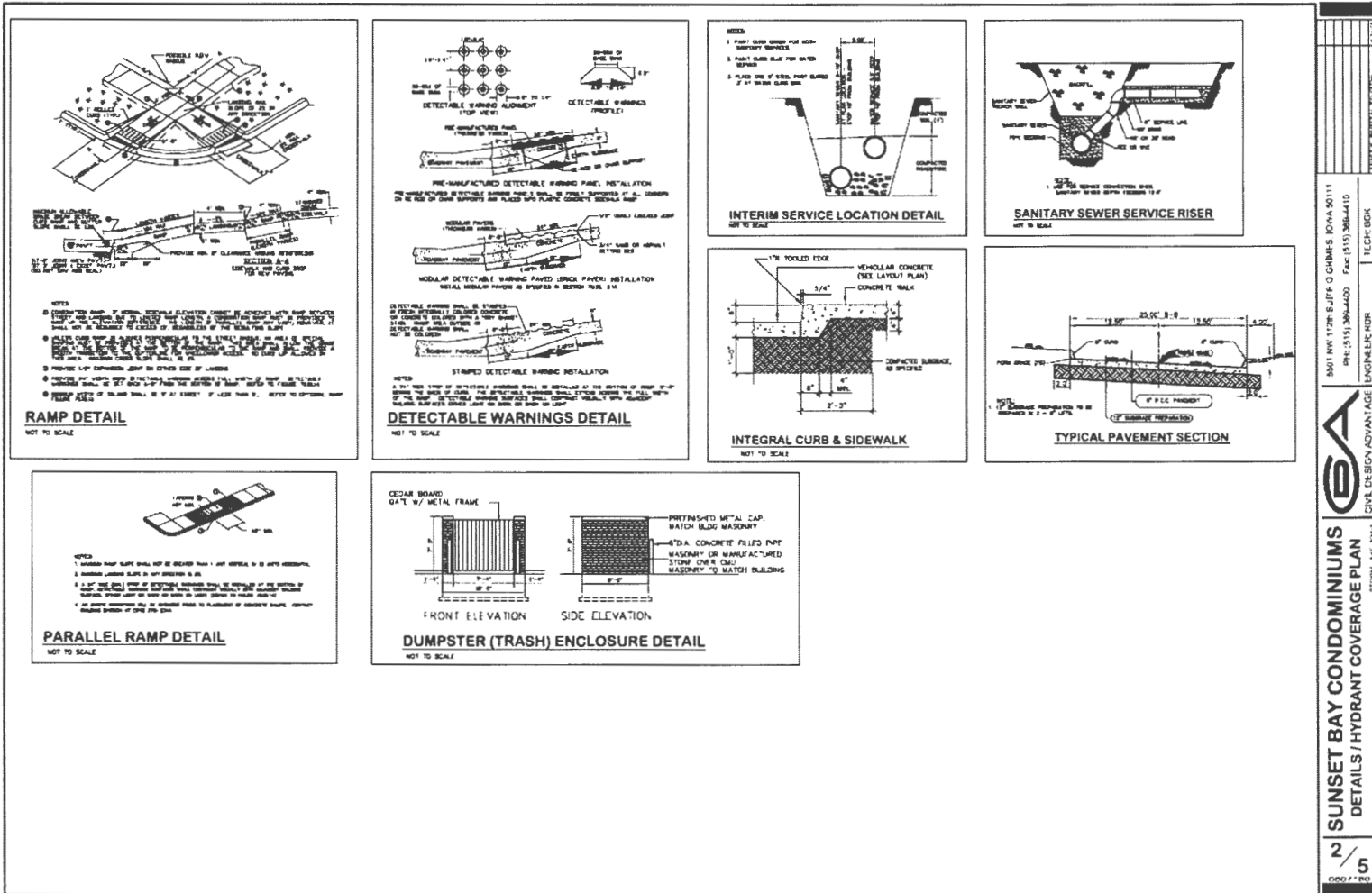


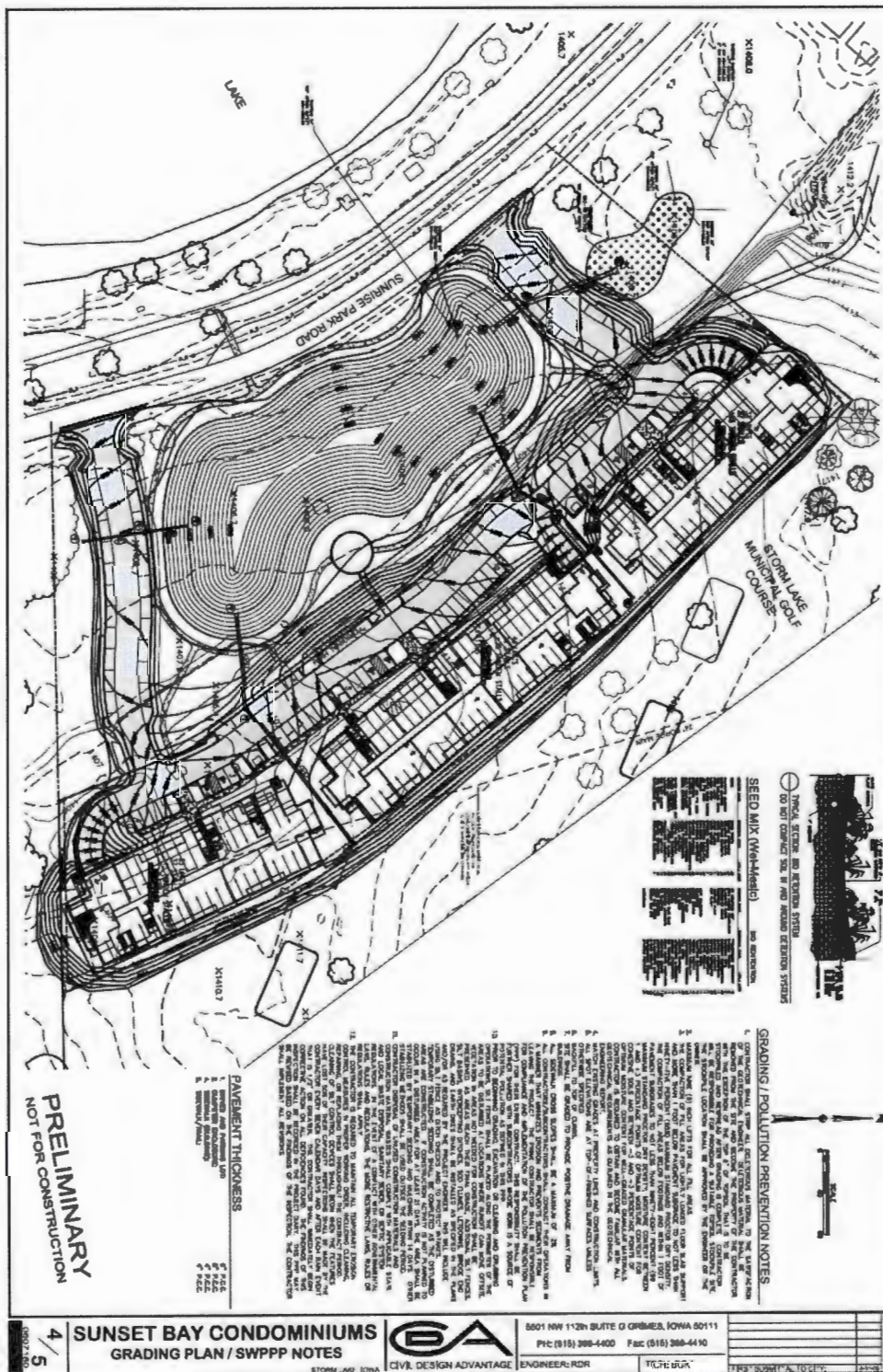
6801 NW 112th Street, Suite 111
Des Moines, Iowa 50311
PH: 515.380-1000 FAX: 515.380-1010
PROJECT NO. 0507.180

The most recent edition of the Urban Standard Specifications for Public Improvements, including City of Storm Lake Special Provisions, Addendums and Supplemental Specifications shall apply to all work on this project unless otherwise noted.

This design specifically prepared for use at the location shown. Use in any other manner exceeds the intended purpose of these drawings and any accompanying specifications.







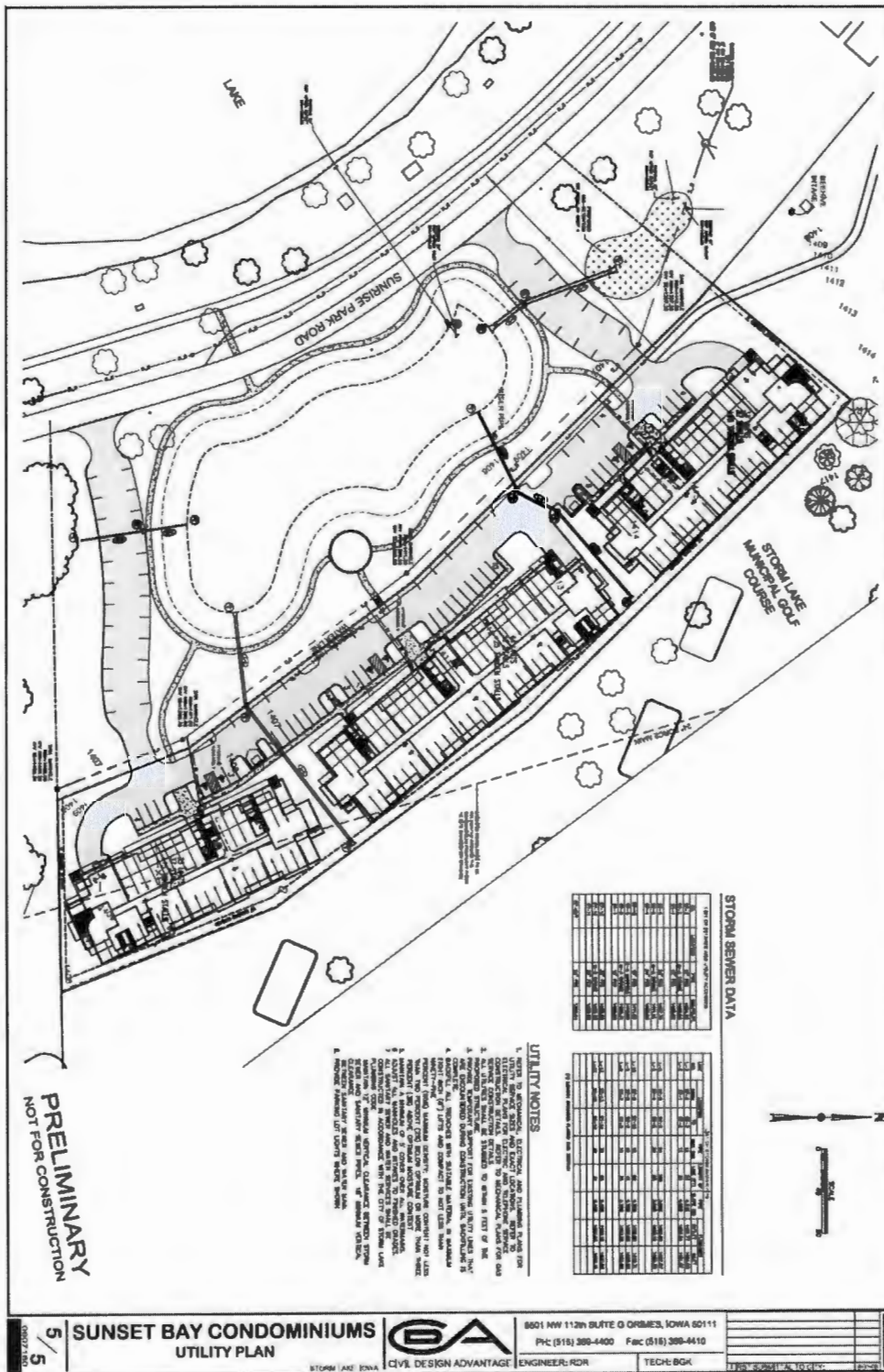


EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF STORM LAKE, IOWA (the "City"), and Orton Development Company, L.L.C., an Iowa limited liability company ("Developer"), did on or about the ____ day of _____, 2015, make, execute and deliver, each to the other, a Purchase, Sale and Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Storm Lake Industrial Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Storm Lake Industrial Urban Renewal Area.

The Development Property 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 (N½NEFrac¼) 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

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2015 and terminates on December 31, 2028, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2015.

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

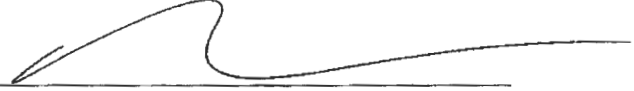
By: Justin Yarosevich, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2015, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Justin Yarosevich, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

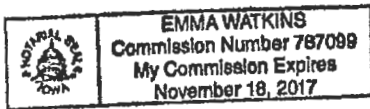
Notary Public in and for the State of Iowa

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

By: 
Robert Orton, Its Authorized Representative

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this 16 day of July, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Robert Orton, to me personally known, who, being by me duly sworn, did say that he is the Sole Member of Orton Development Company, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Robert Orton, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by him voluntarily executed.



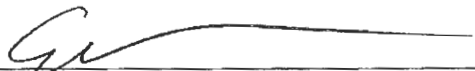

Notary Public in and for the State of Iowa

EXHIBIT D

SPECIAL WARRANTY DEED

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Jason L. Comisky
Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, IA 50309
(515) 243-7611

Taxpayer Information:

Orton Development Company, L.L.C.
2208 Woodlands Parkway
Clive, Iowa 50325

Return Document To:

Orton Development Company, L.L.C.
2208 Woodlands Parkway
Clive, Iowa 50325

Grantors: City of Storm Lake, Iowa

Grantees: Orton Development Company, L.L.C.

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

SPECIAL WARRANTY DEED

For the consideration of One (\$1.00) Dollar and other valuable consideration, **the City of Storm Lake, Iowa**, ("Grantor") does hereby convey to **Orton Development Company, L.L.C.** an Iowa limited liability company, ("Grantee") the following described real estate in BUENA VISTA County, Iowa:

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

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Purchase, Sale and Development Agreement, executed by the Grantor and Grantee herein, dated _____, 2015, as amended (hereinafter the "Agreement") which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Agreement.

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

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

Grantor does hereby covenant with Grantee and successors in interest to warrant and defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be

above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

Dated: _____

CITY OF STORM LAKE

By _____
Jon F. Kruse, Mayor

By _____
Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA:

On _____, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jon F. Kruse and Justin Yarosevich, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, the municipal corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by the authority of its City Council; and that the Mayor and City Clerk, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

NOTARY PUBLIC IN AND FOR SAID STATE

EXHIBIT E

[form of surety bond and labor and material payment bond will be inserted]

EXHIBIT F
RESERVED

EXHIBIT G
FORM OF ENFORCEABILITY OPINION [ON FIRM LETTERHEAD]

City of Storm Lake
Storm Lake, Iowa

Re: Purchase, Sale and Development Agreement between the City of Storm Lake, Iowa, ("City") and Orton Development Company, L.L.C. ("Developer")

As counsel for Developer in connection with the execution and delivery of a certain Purchase, Sale and Development Agreement (the "Development Agreement") between the Developer and the City dated as of _____, 2015 and referenced above, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- a. The governing documents of the Developer;
- b. Resolution of the Developer at which action was taken with respect to the transactions covered by this opinion;
- c. The Development Agreement and all exhibits thereto;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinion set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer is duly organized and validly exists as a limited liability company under the laws of the State of Iowa. The Developer has full power and authority to execute, deliver and perform the Development Agreement; and the Development Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and deliver by the City, the Development Agreement is a legally-binding instrument enforceable against the Developer, in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The consummation of the transaction contemplated by the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization, operating agreement or any other governing documents of the Developer, or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute,

rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

Very truly yours,

EXHIBIT H
CERTIFICATE OF COMPLETION (Phase I)

WHEREAS, the City of Storm Lake, Iowa (the "City") and Orton Development Company, L.L.C., an Iowa limited liability company, ("Developer"), did on or about the _____ day of _____, 2015, make, execute and deliver, each to the other, an Purchase, Sale and Development Agreement (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

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,

(the "Development Property"); and

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

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

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

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

By: _____
Justin Yarosevich, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2015, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Justin Yarosevich, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT H-1
CERTIFICATE OF COMPLETION (Phase II)

WHEREAS, the City of Storm Lake, Iowa (the "City") and Orton Development Company, L.L.C., an Iowa limited liability company, ("Developer"), did on or about the _____ day of _____, 2015, make, execute and deliver, each to the other, an Purchase, Sale and Development Agreement (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N½NEFrac¼) 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,

(the "Development Property"); and

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

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

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

CITY OF STORM LAKE, IOWA

ATTEST:

[illegible]

Notary Public in and for the State of Iowa

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

The Developer certifies the following:

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

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

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

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

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

Signed this _____ day of _____, 20____.

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

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

By: _____
Robert Orton, Its Authorized Representative

Attachments: Proof of payment of taxes

Staff Summary

7/20/2015

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: Mike Wilson, Community Development Director

SUBJECT: Resolution No. 14-R-2015-2016 Approving Various Aspects For The Disposition Of Property In The Urban Renewal Area And The Orton Development Agreement

BACKGROUND: This Resolution will approve:

- The minimum development requirements, competitive criteria and procedures for disposition of property located within the Urban Renewal Area.
- Determining that the proposal by Orton Development LLC satisfies the offering requirements and declaring the intent to approve the Purchase, Sale and Development Agreement in the event that no competing proposals are submitted
- Solicit competing bids

FISCAL IMPACT: No fiscal impact associated with Approving the Resolution

RECOMMENDATION: Adopt Resolution No. 14-R-2015-2016

ATTACHMENTS:

Description	Type
☐ Resolution No. 14-R-2015-2016	Resolution

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

Staff Summary

7/20/2015

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: Resolution No. 15-R-2015-2016 Approving Change Order #6 To FEMA Contract Number 3 - Sanitary Sewer And Force Main

BACKGROUND: This Change Order is to compensate H&W Contracting for the costs associated with the placement of 6 inches of Class A road stone in the subgrade of 13th Street. Following installation of the sanitary sewer and backfill of the trench, H&W Contracting met the required compaction standard. However, the soils were soft and spongy.

The City identified a concern regarding the stability of the subgrade. Following engineer review of the subgrade it was determined appropriate for the contractor to core out the top 6 inches of soil and place 6 inches of Class A road stone to provide a more stable base for the pavement and assists in distributing the pavement loads to the underlying soil. The subgrade stabilization reduces the potential for future settlement and cracking of the 13th Street pavement.

The total of the change order is \$13,276.75 which includes \$2,400 for removal of soil to install the granular surfacing and \$10,876.75 for the Class A road stone.

FISCAL IMPACT: The total change order amount is \$13,276.75 of which FEMA will pay 75%, Iowa Home Land Security will pay 10% and the City will be responsible for 15%.

Original Contract	\$1,319,373.00
Previously Approved Change Orders	\$ 249,115.00
This Change Order	\$ 13,276.75
Adjusted Contract with this change order	\$1,581,764.75
Percentage Change this Change Order	1.01%
Accumulative Change, All Change Orders	19.89%

RECOMMENDATION: Council Adopt Resolution No. 15-R-2015-2016 Approving Change Order Number 6 To FEMA Contract Number 3

ATTACHMENTS:

Description	Type
 Change Order #6 - Contract 3	Change Order
 Resolution No. 15-R-2015-2016	Resolution



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

June 29, 2015

CHANGE ORDER NO. 6

CITY OF STORM LAKE, IOWA
SANITARY SEWER SYSTEM MITIGATION PROJECT
CONTRACT 3 - SANITARY SEWER AND FORCE MAIN - NORTH AREA

Description

Change Order No. 6 incorporates into the contract the use of granular surfacing as a subgrade for the paving on 13th Street. The installation of the sewer along 13th Street was undertaken in the spring of 2015. During construction the contractor encountered very soft and spongy soil conditions. Although the contractor met the requirements for compaction of the soils, the soil characteristics raised concerns regarding the long term stability of the subgrade.

Based on review of the soil conditions the City determined it was necessary to stabilize the subgrade prior to paving. This subgrade stabilization involved coring out the top 6 inches of soil and replacing the soil with 6 inches of Class A roadstone. The roadstone provide a stable granular base on which to install the pavement. The roadstone subgrade provides an enhanced method of distributing loads from the street surface to the underlying soil. This load spreading characteristic of the granular surface reduces the potential for future settlement and cracking.

Compensation to the contractor is based on the unit cost for granular surfacing delivered and the cost to remove the 6 inches of soil to allow for the placement of the Class A roadstone.

Change Order Cost

1.	Remove excess soil to install granular surfacing 200 CY @ \$12.00/CY	\$2,400.00
2.	Class A roadstone 435.07 ton @ \$24.00/ton	<u>\$10,876.75</u>
	TOTAL	\$13,276.75

Financial Summary

Original Contract Amount	\$1,319,373.00
Previously Approved Change Orders	\$249,115.00
Previously Adjusted Contract Price	\$1,568,488.00
This Change Order	\$13,276.75
Adjusted Contract with this Change Order	\$1,581,764.75
Percentage Change this Change Order	1.01%
Accumulative Change, All Change Orders	19.89%

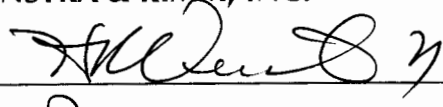
H&W CONTRACTING, LLC

By 

Title President

Date 7-1-15

VEENSTRA & KIMM, INC.

By 

Title President

Date July 6, 2015

CITY OF STORM LAKE, IOWA

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____

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

Staff Summary

7/20/2015

Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Motion Approving MidAmerican Energy Light Emitting Diode (LED) Street Lighting Installation Agreement And Authorizing The City Manager To Sign

BACKGROUND: MidAmerican Energy is starting a program to change out High Pressure Sodium street lights with LEDs. The long term community benefits include lower lighting rates, fewer outages as well as environmental benefits. MidAmerican started the change out of lights this month. However, they have over one hundred thousand lamps across Iowa to change out. Their current plan is to start replacing burned out or dysfunctional lights as they occur. They anticipate that it will take ten years to change out all of the 100 and 250 watt lights. To expedite the change out MidAmerican will replace the existing lights for a fee of \$100.00 per fixture.

The City has a total of 564 High Pressure Sodium lights from 100, 250 and 400 watts. There are 101 400 watt lights. Considering the current electric rates, it makes good business sense to change out the 400 watt lights as soon as possible. The annual savings for the 400 watt lights would be \$6,948.60 versus a cost of \$10,100 to install them or a one and a half year pay back. To replace the 100 watt blubs would not be cost effective at this time. The 75 250 watt blubs are not cost effective to change out at this current time since the annual savings would be \$3,018.84 or a pay back of more than two years.

The Agreement allows the City to select a standard conversion and wait for MidAmerican to get around to replacing the lights or a custom option which would allow the City to pay \$100 per fixture to replace in an expedited fashion. MidAmerican has agreed to install some test lights in the City to evaluate the style and wattage we want.

It would be staff's recommendation to select the custom option and request that all 400 watt light fixtures be replaced.

FISCAL IMPACT:

The City would invest \$10,100 for a one and a half year return on the investment by saving \$6,948.60 a year at which time the City would see a continued cost savings.

RECOMMENDATION:

Council make a motion to approve the MidAmerican LED Street Lighting Installation Agreement with the custom option and authorize the City Manager to sign.

ATTACHMENTS:

Description		Type
	Street Lighting Installation Agreement	Contract

**MIDAMERICAN ENERGY COMPANY – LIGHT EMITTING DIODE (LED)
STREET LIGHTING INSTALLATION AGREEMENT**

This is a Light Emitting Diode Street Lighting Installation Agreement between

(Please Print Municipality, Government Body and/or City, State of Customer below)

(Customer) and MidAmerican Energy Company **(MEC)**. Customer and MEC may be referenced as “Parties” collectively.

This Light Emitting Diode (LED) Street Lighting Installation Agreement (Agreement) is entered into by and between MEC and Customer and effective upon signature of both Parties.

Whereas, MEC and the Customer agree that LED street lighting provides many benefits;

Whereas, MEC notified the Customer of the MEC LED street lighting standards selected are comparable to the High Pressure Sodium (HPS) lights they will replace;

Whereas, the Customer is aware that differences do exist in the performance between HPS street lights and LED street lights.

Whereas, the Customer consents and approves of MEC converting existing HPS street lighting to LED street lighting at the Customer’s locations including the installation of future street light installation locations requested by the Customer;

Whereas, Service hereunder is subject to the Rules and Regulations of the Company and Applicable Riders included in the (MEC) Electric Tariff.

Now wherefore MEC and the Customer agree as follows:

Customer Responsibilities:

The Customer is responsible for ensuring the street lighting systems meet any applicable lighting standards and requirements of the Illuminating Engineering Society (IES) and/or Department of Transportation (DOT) adopted by the Customer and/or the Customer’s own lighting standards.

Customer shall independently evaluate the adjustment of LED street light illumination levels to the road surface to determine the quality of a roadway lighting design.

Customer agrees to the terms and conditions and street lighting pricing out lined in MEC’s Rate SL – Street Lighting.

**MIDAMERICAN ENERGY COMPANY – LIGHT EMITTING DIODE (LED)
STREET LIGHTING INSTALLATION AGREEMENT**

MidAmerican Responsibilities:

MEC will replace existing HPS street lights with new LED lights according to the Customer's election below.

At the Customer's request, MEC will provide the performance specifications of the LED lights placed into service for the Customer to review.

MEC will provide street lighting service in accordance with its Rate SL – Street Lighting.

Please Select an Option

- 1) ☐ **Standard Conversion** - The Customer elects to allow MEC to convert existing HPS lights by planned project areas at MEC's discretion and pace and will allow MEC to install LED lights through the normal streetlight maintenance process as the existing HPS lights fail at no cost to the Customer (estimated 10 year conversion).

- 2) ☐ **Custom Option** - The Customer elects to convert lights on a faster pace and timeline at locations the Customer chooses for a charge of \$100/light. A MidAmerican representative will contact the person identified on this Agreement to begin working on the process to identify and change the lights.

The signee of this Agreement confirms they are the Municipality/Government Body/City (Customer) Official, Authority or Representative having legal privileges and rights to sign this agreement on behalf of the Municipality/Government Body/City (Customer).

Date

Agreement Signature of Customer (Official, Authority or Representative)

Date

Please print name of Customer (Official, Authority or Representative)

Title: _____

Phone#: _____

Email: _____

**MIDAMERICAN ENERGY COMPANY – LIGHT EMITTING DIODE (LED)
STREET LIGHTING INSTALLATION AGREEMENT**

Additional Customer Lighting Project Primary Points of Contact

(Please Print)

Name: _____ **Phone #:** _____

Title: _____ **Email:** _____

Name: _____ **Phone #:** _____

Title: _____ **Email:** _____

Name: _____ **Phone #:** _____

Title: _____ **Email:** _____

Please keep one signed copy of this Agreement for your records and return one signed copy of this Agreement to:

**LED Streetlighting Project
MidAmerican Energy
10510 Douglas Avenue
Urbandale, IA 50322**

Staff Summary

7/20/2015

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mike Wilson, Community Development Director

SUBJECT: Resolution No. 16-R-2015-2016 Approving Items Related To The Conference Swim Meet

BACKGROUND: The Storm Lake Swim Team will host the conference swim meet at King's Pointe on Saturday July 25, 2015, with a rain make-up day scheduled for Sunday, July 26th. Hundreds of swimmers and families from Storm Lake and 9 regional communities will participate in this event.

In conjunction with this the team has requested to use the Great Lawn as a staging and resting area for the teams and families. They have requested that the City waive all fees for the Great Lawn, picnic area and adjoining grounds.

The Storm Lake Swim team, AHEEA and participants request permission to sell various goods including t-shirts, other apparel, goggles and food.

FISCAL IMPACT: There is no negative fiscal impact other than waiving the reservation fee for the Great Lawn. There is positive fiscal impact to the City and to King's Pointe hosting several hundred swimmers and their families.

RECOMMENDATION: Approve the Resolution No. 16-R-2015-2016

ATTACHMENTS:

Description	Type
 Resolution No. 16-R-2015-2016	Resolution

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