

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JULY 21, 2014
5:00 PM**



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. Motion Authorizing a Noise Variance at the Buddhist Temple
 - D. **Motion To Approve Storm Lake Hydraulic Easement**
3. **Public Hearing Water Plant Annexation**
4. **Resolution No. 13-R-2014-2015 Approving Voluntary Annexation Of Water Plant Property**
5. **Resolution No. 14-R-2014-2015 Approving Protective & Restrictive Covenants for Storm Lake 3rd Addition Subdivision**
6. **Public Hearing On Storm Lake 3rd Addition Urban Renewal Area Plan**
7. **Resolution No. 15-R-2014-2015 Adopting The Storm Lake 3rd Addition Urban Renewal Plan**
8. **Public Hearing For The Transfer Of Land To Habitat For Humanity**
9. **Resolution No. 16-R-2014-2015 Approving Agreement Between The City Of Storm Lake & Habitat For Humanity**
10. **Resolution No. 17-R-2014-2015 Citywide Sign Replacement Grant Program Through the Iowa Department of Transportation**
11. **Resolution No. 18-R-2014-2015 Approve Agreement With Iowa DOT For The Hwy 7 Widening From Northwestern Street To Barton Street Project**
12. **Resolution No. 19-R-2014-2015 Approving a 28E Agreement With Buena Vista County for Business 71 Culvert Project**
13. **Public Hearing For Not To Exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes**
14. **Resolution No. 20-R-2014-2015 Instituting Proceedings To Take Additional Action For the Issuance Of Not To Exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes**
15. **Public Hearing On Plans, Specifications, And Form Of Contract For Storm Lake 3rd Addition Phase 1**
16. **Resolution No. 21-R-2014-2015 Approving Plans, Specifications, And Form Of Contract For Storm Lake 3rd Addition Phase 1**

17. **Motion Authorizing Signatures For Re-Zoning Request Application For City Of Storm Lake**
18. **Motion Authorizing Signatures For Re-zoning Request 101 College, City of Storm Lake**
19. **Ordinance No. 13-O-2013-2014 Adopting The Storm Water Ordinance, Third Reading**
20. **Ordinance No. 01-O-2014-2015 Adopting TIF Ordinance On Pizza Ranch Development - Second Reading**
21. **Motion Approving The Signing Of A Grant Agreement With Iowa Economic Development Authority For CDBG Housing Grant 2014**
22. 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

7/21/2014
Agenda Item # A.



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:

- Approve list of bills
- Approve King's Pointe disbursements
- Approve Sunrise Pointe Golf Course disbursements
- Approve July 7, 2014 City Council Minutes
- Approve liquor license renewals for El Mexicano, Mi Pueblito, Dyno's, and Casey's Central
- Approve 5-day liquor license for BVU South Forum Lawn beginning October 4, 2014
- Approve appointment of Jason Baker and James Eliason to the library board with their terms expiring July 1, 2020
- Approve appointment of Bob Payer to the Board of Adjustment with his term expiring July 1, 2016
- Approve Noise Variance for the Buddhist Temple (see attached staff summary)
- Approve easement agreement with Storm Lake Hydraulics (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$2,524,345.22
- King's Pointe Bills - \$317,353.62
- Sunrise Pointe Golf Course Bills - \$5,821.95
- Storm Lake Hydraulics Easement - \$1.00

The City will receive the following revenues:

- Liquor license renewal - \$825.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description

Type

- 📁 List of Bills
- 📁 King's Pointe & Sunrise Pointe List of Bills
- 📁 Minutes - July 7, 2014
- 📁 Mi Pueblito Market Liquor Report
- 📁 Dyno's Liquor Report
- 📁 Casey's Central Liquor Report
- 📁 El Mexicano Liquor Report
- 📁 Library Board Application - Baker
- 📁 Library Board Application - Eliason
- 📁 Board of Adjustment Application - Payer

- List of Bills
- List of Bills
- Minutes
- Backup Material
- Backup Material
- Backup Material
- Backup Material
- Application
- Application
- Application

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

Checks for Approval Report

From: 07/08/14 To 07/21/14
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00552.07.2014 Aflac Pretax	491.72
AFLAC	PR Batch 00552.07.2014 Aflac After tax	160.56
AFLAC	PR Batch 00553.07.2014 Aflac Pretax	50.17
AFLAC	PR Batch 00553.07.2014 Aflac After tax	54.06
BAW THA	Refund Check	65.69
City of Storm Lake	PR Batch 00553.07.2014 Dental insurance employee c	1.06
City of Storm Lake	PR Batch 00553.07.2014 Dental employee/spouse	10.85
City of Storm Lake	PR Batch 00553.07.2014 Dental insurance family	23.05
City of Storm Lake	PR Batch 00553.07.2014 125 Flexible Benefits	209.57
City of Storm Lake	PR Batch 00553.07.2014 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00553.07.2014 Health Insurance Family	529.02
City of Storm Lake	PR Batch 00553.07.2014 Health Insurance Single	22.92
City of Storm Lake	PR Batch 00552.07.2014 Dental employee/child	5.64
City of Storm Lake	PR Batch 00552.07.2014 Dental insurance employee c	17.64
City of Storm Lake	PR Batch 00552.07.2014 Dental employee/spouse	18.00
City of Storm Lake	PR Batch 00552.07.2014 Dental insurance family	93.50
City of Storm Lake	PR Batch 00552.07.2014 125 Flexible Benefits	692.44
City of Storm Lake	PR Batch 00552.07.2014 Flex- Child Care	115.38
City of Storm Lake	PR Batch 00552.07.2014 Health Insurance Family	1,953.36
City of Storm Lake	PR Batch 00552.07.2014 Health Insurance Single	359.72
Collection Services Center	PR Batch 00552.07.2014 Child Support Payments to I	526.24
Collection Services Center	PR Batch 00553.07.2014 Child Support Payments to I	325.00
Conseco Health Insurance Co	PR Batch 00552.07.2014 Cancer Pre Tax Insurance	58.30
DEUTSCHER KYLE	Refund Check	22.85
DEUTSCHER KYLE	Refund Check	39.74
DEUTSCHER KYLE	Refund Check	20.06
DEUTSCHER KYLE	Refund Check	1.60
DEUTSCHER KYLE	Refund Check	8.44
EFTPS	PR Batch 00553.07.2014 Federal Income Tax	3,834.45
EFTPS	PR Batch 00553.07.2014 FICA Employee Portion	1,643.80
EFTPS	PR Batch 00553.07.2014 FICA Employer Portion	1,643.80
EFTPS	PR Batch 00553.07.2014 Medicare Employee Portion	475.15
EFTPS	PR Batch 00553.07.2014 Medicare Employer Portion	475.15
EFTPS	PR Batch 00552.07.2014 Federal Income Tax	13,118.72
EFTPS	PR Batch 00552.07.2014 FICA Employee Portion	4,853.71
EFTPS	PR Batch 00552.07.2014 FICA Employer Portion	4,853.71
EFTPS	PR Batch 00552.07.2014 Medicare Employee Portion	1,763.82
EFTPS	PR Batch 00552.07.2014 Medicare Employer Portion	1,763.82
HO TUAT	Refund Check	24.70
HO TUAT	Refund Check	40.59
HO TUAT	Refund Check	16.46
HO TUAT	Refund Check	1.73
HO TUAT	Refund Check	6.92
ICMA Retirement Trust 457	PR Batch 00553.07.2014 ICMA	1,050.00
ICMA Retirement Trust 457	PR Batch 00553.07.2014 ICMA City Paid	529.18
ICMA Retirement Trust 457	PR Batch 00553.07.2014 ICMA City paid for Police	432.81
ICMA Retirement Trust 457	PR Batch 00552.07.2014 ICMA	885.00
Iowa Public Employees	PR Batch 00552.07.2014 IPERS	4,417.98
Iowa Public Employees	PR Batch 00552.07.2014 IPERS City Share	6,630.55
Iowa Public Employees	PR Batch 00553.07.2014 IPERS	1,244.66
Iowa Public Employees	PR Batch 00553.07.2014 IPERS City Share	1,868.05
ITT Hartford AMS RPVA	PR Batch 00553.07.2014 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00552.07.2014 457 Hartford	225.00
KAW EH	Refund Check	160.00
KELLEY MARITZA	Refund Check	160.00
KHANG DANIEL	Refund Check	160.00
KPAW LAH	Refund Check	6.25

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KPAW LAH	Refund Check	9.02
KPAW LAH	Refund Check	2.70
KPAW LAH	Refund Check	0.44
KPAW LAH	Refund Check	1.13
MACHADO MARIA DEL CARMEN	Refund Check	30.74
MACHADO MARIA DEL CARMEN	Refund Check	53.59
MACHADO MARIA DEL CARMEN	Refund Check	26.98
MACHADO MARIA DEL CARMEN	Refund Check	2.16
MACHADO MARIA DEL CARMEN	Refund Check	11.36
MEDRANO JUANITO	Refund Check	16.02
MEDRANO JUANITO	Refund Check	33.40
MEDRANO JUANITO	Refund Check	14.07
MEDRANO JUANITO	Refund Check	1.11
MEDRANO JUANITO	Refund Check	5.93
Muni Fire/Police Retire	PR Batch 00553.07.2014 Muni Police/Fire Pension	534.26
Muni Fire/Police Retire	PR Batch 00553.07.2014 Muni Police/Fire Pension Ci	1,728.39
Muni Fire/Police Retire	PR Batch 00552.07.2014 Muni Police/Fire Pension	3,102.01
Muni Fire/Police Retire	PR Batch 00552.07.2014 Muni Police/Fire Pension Ci	10,035.28
NAJERA ADRIANA	Refund Check	76.33
PIKE LAUREN	Refund Check	160.00
SANCHEZ LETICIA	Refund Check	95.91
SANCHEZ LETICIA	Refund Check	6.70
SCHALLER ROBERT	Refund Check	6.19
SCHALLER ROBERT	Refund Check	9.21
SCHALLER ROBERT	Refund Check	3.19
SCHALLER ROBERT	Refund Check	0.44
SCHALLER ROBERT	Refund Check	1.34
SITZMAN DANIEL	Refund Check	87.43
STROHMYER KARIN	Refund Check	20.15
STROHMYER KARIN	Refund Check	41.36
STROHMYER KARIN	Refund Check	17.69
STROHMYER KARIN	Refund Check	1.42
STROHMYER KARIN	Refund Check	7.45
Teamsters Local Union 554	PR Batch 00552.07.2014 Union Dues	296.00
Treasurer State Of Iowa	PR Batch 00552.07.2014 State Income Tax	4,826.10
Treasurer State Of Iowa	PR Batch 00553.07.2014 State Income Tax	1,617.65
WILTSE JESI	Refund Check	20.13
WILTSE JESI	Refund Check	36.11
WILTSE JESI	Refund Check	16.28
WILTSE JESI	Refund Check	1.41
WIN GEE	Refund Check	160.00
XIONG THAO	Refund Check	160.00

UNAVAILABLE	Department Total =	81,560.50
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Police Department

Alliant Energy	Gas Service May/June 2014	270.93
Alta Body Shop	June 2014 Towing Service	1,170.00
Alta Body Shop	Towed Police Car to Rasmussen's 7/3/2014	90.00
Buena Vista Stationery & Print Inc	Door Hang Tags	241.10
Buena Vista Stationery & Print Inc	Office Supplies	25.26
Custodian of Petty Cash	SLPD Postage	15.60
Custodian of Petty Cash	SLPD Postage	8.32
Genesis Development	June 2014 Janitorial Services	600.00
Graffix, Inc	Uniforms- Cook- Vrieze	106.00
Graham Tire	Tire Repairs P-4	20.00
Graham Tire	Tire Repairs P-4	20.00
Graham Tire	New Tires (2) P-14	239.60

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Graham Tire	Service Charge- Late Charge	2.24
Graham Tire	Service Charge- Late Charge	6.55
Havens & Havens	2nd Quarter Services of 2014	646.25
Iowa Lakes Electric Cooperative	Electric Service June 2014	61.01
Jack's Uniforms & Equipment	Shipping Charge	19.46
MidAmerican Energy Company	Electric Service May/June 2014	1,058.98
Neuroth Kevin	Garbage Service June 2014	23.00
NW Ia Youth Emergency Services	Trasportation MR	53.50
NW Ia Youth Emergency Services	Trasportation ND	41.75
Padilla Silvia	Interpretation	45.00
Pizza Hut	Meeting Expense- 4th of July	46.00
Rasmussen's	Light P-13	67.08
Rasmussen's	Battery P-13	171.11
Rasmussen's	Light Bulb P-6	88.06
Rohr Manufacturing Services, Ltd	Extinguisher Recharge	82.40
Secretary of State	Notary Fees- Kollasch	30.00
Star Energy, LLC	Fuel June 2014	5,242.90
Star Energy, LLC	Fuel June 2014	5,242.90
Storm City Auto Parts	Light Bulb	5.98
Storm City Auto Parts	Washer Fluid	10.36
Wide Open West	Phone Service July 2014	313.34
Police Department	Department Total =	16,064.68
Emergency Management		
Buena Vista Co Emer Management	Emergency Management Assessment FY14-15	3,180.00
Emergency Management	Department Total =	3,180.00
Fire Department		
Alliant Energy	Gas Service May/June 2014	42.34
Buena Vista Stationery & Print Inc	Office Supplies	14.99
Fire Engineeering	Magazine Subscription FY2015	21.00
Helens Commercial Laundry	Laundry Services	13.00
Helens Commercial Laundry	Laundry Services	23.75
Helens Commercial Laundry	Laundry Services	13.00
Helens Commercial Laundry	Laundry Services	13.00
Neuroth Kevin	Garbage Service June 2014	52.00
Phillips & Phillips Trucking	Air Filter- Engine 72	229.80
Star Energy, LLC	Fuel June 2014	446.51
Star Energy, LLC	Fuel June 2014	446.51
Wide Open West	Phone Service July 2014	54.83
Fire Department	Department Total =	1,370.73
Building Official		
Havens & Havens	2nd Quarter Services of 2014	131.50
Star Energy, LLC	Fuel June 2014	120.13
Star Energy, LLC	Fuel June 2014	120.13
Wide Open West	Phone Service July 2014	82.24
Building Official	Department Total =	454.00
Animal Care		
Lake Animal Hospital	Board & Disp of Dogs & Cats	980.00

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Animal Care

Department Total = 980.00

Roadway Maintenance

AG Partners	Chemicals	204.00
Alliant Energy	Gas Service May/June 2014	205.92
Bierschbach Equipment & Supply Company, Inc	Street Paint	175.00
City of Storm Lake	Replaced Fan Clutch, Water pump & Coolant #25	236.12
I&S Group, Inc.	Engineering Service- W 5th St through 6/19/2014	16,207.46
I&S Group, Inc.	Engineering Service- Lake Ave Trail through 6/21/201	866.25
Inquirehire	Background Checks	68.50
Iowa Dept of Transportation	Street Paint	1,021.90
MidAmerican Energy Company	Electric Service May/June 2014	525.91
Neuroth Kevin	Garbage Service June 2014	119.25
NW Iowa Planning & Development Commission	SHIELD FY 2015- 1st Draw	333.33
Sherwin William Co	Filter Repair Kit- Less Tax	376.29
Star Energy, LLC	Fuel June 2014	2,046.63
Star Energy, LLC	Fuel June 2014	2,046.63
Wide Open West	Phone Service July 2014	55.40

Roadway Maintenance

Department Total = 24,488.59

Street Lighting

MidAmerican Energy Company	Electric Service May/June 2014	10,524.08
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Street Lighting

Department Total = 10,524.08

Signs & Signals

General Traffic Controls Inc	Traffic Signal Repairs 12th & Lake	7,468.90
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Signs & Signals

Department Total = 7,468.90

Airport

Alta Implement Company Inc	Belt	26.95
Bolton & Menk, Inc	Design & Bid Services- Runway 13/31 through 6/30/2	1,177.50
Century Business Products, Inc	Phone Service July 2014	127.04
Century Link	Phone Service July 2014	127.04
Graham Tire	New Tire	91.73
Havens & Havens	2nd Quarter Services of 2014	247.50
Iowa Lakes Regional Water	Water Services	55.38
McCrea Enterprises	Paint for Fuel Tanks	36.90
MidAmerican Energy Company	Electric Service May/June 2014	620.96

Airport

Department Total = 2,511.00

Transit

Regional Transit Authority	4th Quarter FY2014 City Support	393.00
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Transit

Department Total = 393.00

Library

Alliant Energy	Gas Service May/June 2014	75.35
Genesis Development	June 2014 Janitorial, Carpet, & Extra Cleaning Service	835.00

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MidAmerican Energy Company	Electric Service May/June 2014	843.93
Neuroth Kevin	Garbage Service June 2014	35.25
Wide Open West	Phone Service July 2014	71.60

Library	Department Total =	1,861.13
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Parks Department

Alliant Energy	Gas Service May/June 2014	33.13
Central Bank	PayPal Account Fee	25.00
Fastenal Company	Supplies	15.09
Graham Tire	Tire Repairs	18.00
Graham Tire	Tire Repairs	110.38
H & H Sports Inc	Utility Vehicle Secondary Clutch & Bolts	326.90
MidAmerican Energy Company	Electric Service May/June 2014	556.78
Neuroth Kevin	Garbage Service June 2014	192.75
Neuroth Kevin	Extra Garbage June 2014	10.00
Star Energy, LLC	Fuel June 2014	4,058.34
Star Energy, LLC	Fuel June 2014	4,058.34
Wide Open West	Phone Service July 2014	39.64

Parks Department	Department Total =	9,444.35
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Golf Course

CNH Capital LLC	Service Call & Cam Wheel	46.37
Inquirehire	Background Checks	23.50
MidAmerican Energy Company	Electric Service May/June 2014	248.72
R & R Products, Inc	Tire	103.26
Star Energy, LLC	Fuel June 2014	49.62
Star Energy, LLC	Fuel June 2014	49.62

Golf Course	Department Total =	521.09
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Campgrounds

Arctic Glacier U.S.A., Inc.	Ice	200.10
Arctic Glacier U.S.A., Inc.	Ice	189.16
Central Bank	Front Gate Programming Chip	225.73
MidAmerican Energy Company	Electric Service May/June 2014	2,467.47
Neuroth Kevin	Garbage Service June 2014	972.50

Campgrounds	Department Total =	4,054.96
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UNAVAILABLE

King's Pointe Resort	Additional June 2014 Waterpark Passes	600.00
MidAmerican Energy Company	Electric Service May/June 2014	1,328.64

UNAVAILABLE	Department Total =	1,928.64
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UNAVAILABLE

Havens & Havens	2nd Quarter Services of 2014	110.00
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UNAVAILABLE	Department Total =	110.00
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Shelter House

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Alliant Energy	Gas Service May/June 2014	25.70
MidAmerican Energy Company	Electric Service May/June 2014	165.69
Shelter House		Department Total = 191.39
UNAVAILABLE		
Fastenal Company	King's Pointe Dock Supplies	20.38
Neuroth Kevin	Extra Garbage June 2014	33.00
Neuroth Kevin	Garbage Service June 2014	77.75
UNAVAILABLE		Department Total = 131.13
Economic Develop		
Havens & Havens	2nd Quarter Services of 2014- Condo	110.00
Havens & Havens	2nd Quarter Services of 2014	41.25
Havens & Havens	2nd Quarter Services of 2014- Michigan Sale	13.75
RDG IA Inc	Services through 6/30/2014	6,604.11
Wide Open West	Phone Service July 2014	27.41
Economic Develop		Department Total = 6,796.52
Storm Lake Sub-Division #5		
Fritcher Abstract Company, Inc.	Abstract Fee	145.00
Fritcher Abstract Company, Inc.	Abstract Fee	952.50
Havens & Havens	2nd Quarter Services of 2014	6,721.50
Storm Lake Sub-Division #5		Department Total = 7,819.00
Legal Services		
Havens & Havens	2nd Quarter Services of 2014	3,080.00
Havens & Havens	2nd Quarter Services of 2014- BVRMC	3,327.50
Legal Services		Department Total = 6,407.50
City Hall Building		
Alliant Energy	Gas Service May/June 2014	49.83
Genesis Development	June 2014 Janitorial Services	200.00
Julius Dennis R.	Entrance Mats	28.40
Julius Dennis R.	Entrance Mats	28.40
Julius Dennis R.	Entrance Mats	28.40
MidAmerican Energy Company	Electric Service May/June 2014	533.50
Neuroth Kevin	Garbage Service June 2014	27.00
Rebnord Technologies Inc	Flood Sensor	449.95
Schumacher Elevator Company	Elevator Maintenance	182.55
Steve's Window Svc	Window Cleaning Services	34.00
Wide Open West	Phone Service July 2014	94.98
City Hall Building		Department Total = 1,657.01
Other Policy & Administration		
Buena Vista Stationery & Print Inc	Office Supplies	10.76
Buena Vista Stationery & Print Inc	Office Supplies	8.67
Central Bank	Des Moines Register Subscription	10.00

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Central Bank	Safety Bingo	8.56
Central Bank	Meeting Expense	110.49
Genesis Development	Confidential Paper Shredding	157.00
Havens & Havens	2nd Quarter Services of 2014- RR Agreement	247.50
NW Iowa Planning & Development Commission	SHIELD FY 2015- 1st Draw	333.34
Public Employment Relations Bd	PERB Conf Registration- Movall	65.00
Public Employment Relations Bd	PERB Conf Registration- Yarosevich	65.00
Qualified Presort Service, LLC	Print Newsletter	200.94
Yarosevich Justin W	Iowa League of Cities- Des Moines- Yarosevich	54.50
Yarosevich Justin W	IaPELRA Planning Board- Ames- Yarosevich	45.18

Other Policy & Administration

Department Total = 1,316.94

Water Administration

Central Bank	Safety Bingo	8.55
Central Bank	Meeting Expense	12.89
Custodian of Petty Cash	NSF Fee #9731-000	3.00
Genesis Development	June 2014 Janitorial Services	200.00
Public Employment Relations Bd	PERB Conf Registration- Yarosevich	65.00
Public Employment Relations Bd	PERB Conf Registration- Movall	65.00
Qualified Presort Service, LLC	Monthly Statements	392.37
Qualified Presort Service, LLC	Final Bill	3.24
Qualified Presort Service, LLC	ACH Statements	94.61
Springbrook Software, Inc	June 2014 Web Payments	109.75
Springbrook Software, Inc	June 2014 IVR Subscription	12.00
Wide Open West	Phone Service July 2014	80.90
Yarosevich Justin W	IaPELRA Planning Board- Ames- Yarosevich	45.17
Yarosevich Justin W	Iowa League of Cities- Des Moines- Yarosevich	54.51

Water Administration

Department Total = 1,146.99

Water Plant

Alliant Energy	Gas Service May/June 2014	1,155.56
Bolton & Menk, Inc	Design Service Through 5/9/2014	3,772.82
Bolton & Menk, Inc	Design Service Through 5/9/2014	1,847.82
Control System Specialists, LLC	Boiler Room RPZ Services	95.00
Environmental Resource Associates	Proficiency Testing	259.66
Fastenal Company	Lime Cart Bolts	9.74
Foundation Analytical Laboratory Inc	June 14 Bac T Testing	120.00
Foundation Analytical Laboratory Inc	June 14 Fluoride	15.00
Foundation Analytical Laboratory Inc	June 14 Nitrite	15.00
Foundation Analytical Laboratory Inc	June 14 Metals	60.00
Foundation Analytical Laboratory Inc	June 14 Chlorite	198.00
Grainger Inc W.W.	Squeegees	177.75
Havens & Havens	2nd Quarter Services of 2014	921.25
Havens & Havens	2nd Quarter Services of 2014	825.00
Hickman, Williams & Company	Lime	4,339.64
Hickman, Williams & Company	Lime Freight	259.04
Hickman, Williams & Company	Lime Freight	264.88
Hickman, Williams & Company	Lime	4,437.54
Hickman, Williams & Company	Lime	4,458.90
Hickman, Williams & Company	Lime Freight	266.16
MidAmerican Energy Company	Electric Service May/June 2014	13,116.30
Neuroth Kevin	Garbage Service June 2014	69.00
Novative Designs Inc	Lime Cart	2,756.50
Sargent Drilling	Well #3 Repairs	3,284.40
Sargent Drilling	Well #3 Rehab	5,702.00

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Star Energy, LLC	Fuel June 2014	477.51
Star Energy, LLC	Fuel June 2014	477.51
USA Blue Book	Hydrometer, Thermometer Case	114.41
Wide Open West	Phone Service July 2014	165.56

Water Plant	Department Total =	49,661.95
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Water Distribution

Alliant Energy	Gas Service May/June 2014	9.62
Havens & Havens	2nd Quarter Services of 2014	893.75
HD Supply Waterworks, Ltd.	Supplies	1,042.50
HD Supply Waterworks, Ltd.	Supplies at Hospital Water Line	3,980.00
Lundell Construction Co. Inc.	Rock	689.61
Mangold Environmental Testing	Testing	125.00
MidAmerican Energy Company	Electric Service May/June 2014	74.26
NW Iowa Planning & Development Commission	SHIELD FY 2015- 1st Draw	333.34
Owens Inspection Services, LLC	750,000 Gal Tower Repairs	20,500.00
Pilot Tribune	Water Distribution Ad	322.08
ProBuild	Attic Insulation	101.46
ProBuild	Attic Boards	67.43
Star Energy, LLC	Fuel June 2014	703.76
Star Energy, LLC	Fuel June 2014	703.76
Wide Open West	Phone Service July 2014	77.79

Water Distribution	Department Total =	29,624.36
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Water Meters

Central Iowa Distributing, Inc	Supplies	104.60
Star Energy, LLC	Fuel June 2014	159.50
Star Energy, LLC	Fuel June 2014	159.50
Trimark Physicians Group	Physical- Jensen	148.00

Water Meters	Department Total =	571.60
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Wastewater Administration

Alliant Energy	Gas Service May/June 2014	9.61
Central Bank	Meeting Expense	12.90
Central Bank	Safety Bingo	8.55
Central Bank	Meeting Expense	81.57
Central Bank	Meeting Expense	29.14
Genesis Development	June 2014 Janitorial Services	200.00
Public Employment Relations Bd	PERB Conf Registration- Yarosevich	65.00
Public Employment Relations Bd	PERB Conf Registration- Movall	65.00
Qualified Presort Service, LLC	ACH Statements	94.60
Qualified Presort Service, LLC	Final Bill	3.25
Qualified Presort Service, LLC	Monthly Statements	392.37
Qualified Presort Service, LLC	Past Due Notices	3.37
Springbrook Software, Inc	June 2014 Web Payments	109.75
Wide Open West	Phone Service July 2014	94.61
Yarosevich Justin W	Iowa League of Cities- Des Moines- Yarosevich	54.51
Yarosevich Justin W	IaPELRA Planning Board- Ames- Yarosevich	45.17

Wastewater Administration	Department Total =	1,269.40
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Wastewater Treatment Plant

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

Checks for Approval Report

From: 07/08/14 To 07/21/14
User: tyler.gibbins

Acuity Speciality Products, Inc	Supplies- Less Tax	226.33
Alliant Energy	Gas Service May/June 2014	41.39
Axchem USA, Inc	Fuel Surcharge	92.00
Fareway Store #461	Dist Water for Lab Testing	126.00
Foundation Analytical Laboratory Inc	Lab Testing	750.00
Genesys Conferencing	Conference Calls	47.42
Hach Chemical Company	WIMS Users	532.00
Havens & Havens	2nd Quarter Services of 2014	398.75
Hupp Electric Motors	Crane Inspection- Memorial Lift Station	1,500.00
Inquirehire	Background Checks	68.00
Mailboxes & Parcel Depot	Shipping	19.78
Mailboxes & Parcel Depot	Shipping	25.70
McMaster-Carr Supply Co	Lift Station Warning Light	85.58
MidAmerican Energy Company	Electric Service May/June 2014	7,425.82
Mike's Electronics Inc	PLC Programming Lift Stations	370.00
Neuroth Kevin	Garbage Service June 2014	62.75
Rehab Systems Inc.	Vac Cleaning Off Drying Pad	2,125.00
Rohr Manufacturing Services, Ltd	Extinguisher Inpection	89.60
Star Energy, LLC	Fuel June 2014	854.89
Star Energy, LLC	Fuel June 2014	854.89
US Peroxide, LLC	Hydrogen Peroxide	14,261.12
US Peroxide, LLC	June 2014 Service Agreement	750.00

Wastewater Treatment Plant

Department Total = 30,707.02

Wastewater Collection

Eriksen Construction Co, Inc	Pay Estimate #9 of Contract #4 through 6/30/2014	905,157.63
Eriksen Construction Co, Inc	Pay Estimate #9 of Contract #4 through 6/30/2014	120,687.68
Eriksen Construction Co, Inc	Pay Estimate #9 of Contract #4 through 6/30/2014	181,031.53
Genesys Conferencing	Conference Calls	29.45
Gridor Construction, Inc	Pay Estimate #15 of Contract #5 through 6/30/2014	205,400.57
Gridor Construction, Inc	Pay Estimate #15 of Contract #5 through 6/30/2014	27,386.74
Gridor Construction, Inc	Pay Estimate #15 of Contract #5 through 6/30/2014	41,080.12
Lundell Construction Co. Inc.	Rock for Contract #4- 6/24/2014	806.90
Lundell Construction Co. Inc.	Rock for Contract #4- 6/24/2014	107.59
Lundell Construction Co. Inc.	Rock for Contract #4- 6/24/2014	161.38
Magney Construction Inc	Pay Estimate #5 of Contract #6 through 6/30/2014	493,588.65
NW Iowa Planning & Development Commission	SHIELD FY 2015- 1st Draw	333.33
Rehab Systems Inc.	Vac Cleaning the Sludge Storage Tank	15,875.00
Star Energy, LLC	Fuel June 2014	362.55
Star Energy, LLC	Fuel June 2014	362.55
Tyson Fresh Meats, Inc	June 24 to July 10, 2014 Press Rental & Labor-Part of	12,445.00

Wastewater Collection

Department Total = 2,004,816.67

Landfill

Qualified Presort Service, LLC	Monthly Statements	392.37
Qualified Presort Service, LLC	Final Bill	3.25
Qualified Presort Service, LLC	ACH Statements	94.60
Recycle Center Harold Rowley	1st Quarter FY 2015 Landfill Assessment	92,750.00
Springbrook Software, Inc	June 2014 Web Payments	109.75

Landfill

Department Total = 93,349.97

Storm Water Administration

Central Bank	Meeting Expense	53.21
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City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 07/08/14 To 07/21/14
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Central Bank	Meeting Expense	12.90
Genesis Development	June 2014 Janitorial Services	200.00
NW Iowa Planning & Development Commission	SHIELD FY 2015- 1st Draw	333.33
Qualified Presort Service, LLC	ACH Statements	94.60
Qualified Presort Service, LLC	Final Bill	3.25
Qualified Presort Service, LLC	ACH Final Bill	2.81
Qualified Presort Service, LLC	Monthly Statements	392.37
Springbrook Software, Inc	June 2014 Web Payments	109.75

Storm Water Administration	Department Total =	1,202.22
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Storm Water Collection

Conservation Design Forum	Water Quality BM Practices- 5/31/2014 to 6/27/2014	8,300.00
Havens & Havens	2nd Quarter Services of 2014	330.00
Havens & Havens	2nd Quarter Services of 2014	330.00
Havens & Havens	2nd Quarter Services of 2014	3,038.75
Havens & Havens	2nd Quarter Services of 2014	687.50

Storm Water Collection	Department Total =	12,686.25
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Street Cleaning

North Lake Truck Repair	Trailer Brake Repairs	646.53
Star Energy, LLC	Fuel June 2014	697.04
Star Energy, LLC	Fuel June 2014	697.04

Street Cleaning	Department Total =	2,040.61
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Insurance

Group Resources	July 2014 Admin Fee	94.50
Three Rivers Benefit Corporation	Flex Claims 7/15/2014	6,719.74
Three Rivers Benefit Corporation	Claims 7/15/2014	50,000.00

Insurance	Department Total =	56,814.24
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UNAVAILABLE

Garrett Hill Kelly Johnson & Salus LLC	June 2014 Punches & Discount	364.56
	June 2014 Membership Fees (10)	200.00

UNAVAILABLE	Department Total =	564.56
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Vehicle Maintenance

Extendo Bed Company	Equipment Carrier for Tahoe	3,632.00
Fastenal Company	Drill Bit	66.38
Fitzpatrick Auto Center	2014 Tahoe Police Supervisor Vehicle	34,923.00
Jack's Uniforms & Equipment	Equipment for Tahoe	3,852.33
Napa Auto Parts	Alternator Belt #26	31.06
North Lake Truck Repair	Trailer Valve Hand Control	221.04
Reinert Michael P	Miss Calculation- Pay for 2nd Tube	13.74
Schaeffer's Manufacturing Company	Oil Supplies	956.64
Storm Lake Hydraulics Co Inc	Supplies for Shop	14.95

Vehicle Maintenance	Department Total =	43,711.14
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Technology

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

Checks for Approval Report

From: 07/08/14 To 07/21/14
User: tyler.gibbins

Innovative Maintenance System	Support Plan- Email	143.20
Rebnord Technologies Inc	2 Factor Authentication	375.00
Rebnord Technologies Inc	My Antispam	75.00
Rebnord Technologies Inc	Service Agreement	3,200.00
Rebnord Technologies Inc	Service Agreement- Water Computers	150.00
Rebnord Technologies Inc	Service Agreement- Water Network	200.00
Rebnord Technologies Inc	Computer Mount for Chevy Tahoe	129.95
Wide Open West	Internet Service July 2014	669.95
Technology	Department Total =	4,943.10
	Grand Total =	2,524,345.22

King's Pointe Resort
Disbursements 7/02/2014 through 7/15/2014

Vendor Name	Description	Amount
ACCO (2)	supplies	9,197.72
Ace Hardware (2)	supplies	3,190.77
Ace Refrigeration Eng.	supplies	1.50
Alpha Wireless	supplies	1,205.00
Ameripride Services	supplies	3,727.71
American Red Cross Siouxland	supplies	1,790.00
ASCAP	royalties	429.00
Bomgaars	supplies	290.73
Buena Vista Stationery	supplies	280.39
Bunkers Feed & supply Inc.	supplies	265.05
Capital Sanitary Supply Co.	supplies	419.56
Carroll Glass Co. Inc.	supplies	2,135.00
Cedar Valley Bank	payment	1,056.86
City of Storm Lake (3)	water	11,546.52
Citadel Communications Co - KCAU	advertising	1,099.00
Color-ize (2)	supplies	2,106.28
Contract Sale of Iowa	supplies	1,368.00
Coordinated Systems & Supplies	supplies	728.01
Copper Cottage	repairs	221.10
Daniels Filter Service	supplies	929.93
Whitney Dickinson	reimbursement	174.53
Dippin' Dots Inc.	food	2,118.16
Elissa Doebel	reimbursement	273.94
Ecolab Food Safety Solutions	supplies	132.99
Nick Edwards	reimbursement	296.34
Expedia Inc.	commission	267.30
Fairway Outdoor Funding, LLC	billboard advertising	810.00
Fastenal Company	supplies	71.47
Ferguson Enterprises, Inc.	supplies	887.85
First National Bank (2)	credit card payments	2,742.94
Ganz USA LLC	supplies	96.12
Garbage Hauling Service (2)	garbage service	758.32
Graphic Edge Inc.	supplies	327.54
Graffix Inc DBA Wall of Fame	uniforms	485.00
Hawk-I Electric Inc.	repairs	2,441.05
Hy-Vee Food Stores (2)	food	1,198.65
The Icee Company	supplies	349.59
Iowa Office Supply, Inc.	supplies	512.03
J Dan Skinner.com, Inc.	tech support	25.00
Joyce's Greenhouse (2)	supplies	7,139.62
Kineth Hotel Corporation (5)	payroll, wk comp, mgmt fee	150,100.61
Knology Inc DBA WOW Cable	cable, phone	2,864.96
Maintenance U.S.A.	supplies	164.85
McCrea Enterprises/Vista Paint	supplies	145.36
Media USA Advertising Inc	supplies	1,975.00
Nepple Electric	supplies	16.20
New Carbon Co/Carbon's Golden	food	244.00
Northern Filter Media Inc	supplies	4,792.80
Orkin Exterminating Inc.	pest control	205.00
Otis Elevator Company	elevator service	565.08
Pepsi-Cola Bottling Co	beverages	2,943.83
Precision Dynamics Corp	supplies	1,317.53
Proelect	supplies	55.00
Rebnord Technologies Inc	tech support	1,069.85
Red Book Solutions	supplies	46.65

Rehab Systems Inc.	repairs	4,500.00
Rent-All Inc.	supplies	1,149.75
Jayne Riedell	reimbursement	167.94
Saga Communicaitons - KICD, KLLT	advertising	700.00
Sceptre Hospitality Resources	supplies	2,023.45
Scottsdale Insurance Company	insurance	1,784.12
Seminole Retail Energy Serv.	utilities	2,474.72
Smith Concrete Service Inc.	repairs	630.00
Star Promotions	supplies	1,629.60
The Storm Lake Times (2)	advertising	267.21
Storm Lake Chamber & Area	supplies	260.00
Sysco Guest Supply LLC (2)	supplies	4,591.81
Treasurer State of Iowa (2)	sales tax	23,600.00
Tru Art	supplies	1,702.40
Ty Inc.	supplies	91.92
UPS (2)	shipping	144.38
US Foods (3)	food	39,953.03
Vizergy	supplies	2,060.00
Wede's Lock Service	supplies	20.00
	Totals	317,353.62

Sunrise Pointe Golf Course
Disbursements 7/02/2014 through 7/15/2014

Kinseth Hotel Corporation (3)	payroll	5,454.62
Knology Inc DBA WOW Cable	cable, phone	96.35
US Foods (2)	food	270.98
	Totals	5,821.95

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JULY 7, 2014, 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson (arrived 5:07pm), Sara Huddleston, Bruce Engelmann and David Walker. Absent: Mike Porsch. Staff present: City Manager Jim Patrick, Asst. City Attorney Paul 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, Todd Allen Water Plant Superintendent, Jennifer Movall Finance Department Manager, and Sue Vossberg Deputy Deputy City Clerk.

Mayor Kruse called the meeting to order at 5:01pm.

Hear the Public – None

Consent Agenda – Moved by Council Member Walker to approve the consent agenda which included the list of bills, minutes from the June 16, 2014; June 30, 2014 and July 2, 2014 council meetings, new liquor and cigarette permit for Midtown Liquor, and cigarette permit renewals for Star Video and El Jimador liquors. Also approve board appointments of Robert Ansorge to Airport Commission, Matt Pearson to Band Trustees, Esther Vieira to Library Board and Randy Johnson and Margaret McKeon to the Planning & Zoning Commission. Also approve a noise variance for Blacktop Services for the West 5th Street HMA Overlay Project extending the work day between 7:00am and 9:00pm. Seconded by Council Member Engelmann. Vote: all ayes with Council Member Porsch and Anderson absent. Motion carried.

Kiwanis Sprint Triathlon – Moved by Council Member Huddleston to adopt Resolution No. 01-R-2014-2015 approving the requests from the Hy-Noon Kiwanis Club for the 2014 Kiwanis Sprint Triathlon. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

BVU Noise Variance – Moved by Council Member Engelmann to approve a noise variance on Friday, October 3, 2014 between the hours of 9:00pm and 12:00am for Buena Vista University's 2014/15 Homecoming located in the central campus area. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch and Anderson absent and Walker abstaining. Motion approved.

Water Treatment Plant Improvements – Mayor Kruse opened the public hearing on the plans, specifications, and form of contract for the Water Treatment Facility Improvements stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Council Member Anderson arrived at 5:07pm.

Moved by Council Member Walker to adopt Resolution No. 02-R-2014-2015 approving the plans, specifications, and form of contract for the Water Treatment Facility Improvements Project. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch absent. Motion carried.

Lake Avenue Trail – Moved by Council Member Anderson to adopt Resolution No. 03-R-2014-2015 rejecting the bids for the Lake Avenue Trail Project. Seconded by Council Member Walker. Vote: All ayes with Council Member Porsch absent. Motion carried.

Hwy 7 Widening – Moved by Council Member Walker to approve an engineering agreement with Bolton & Menk, Inc. for the Hwy 7 Widening Project from Northwestern Street to Barton Street. Cost of contract not to exceed \$130,000. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch absent. Motion carried.

Vilas Road Subdrain – Moved by Council Member Walker to adopt Resolution No. 04-R-2014-2015 approving change order #1 to the Vilas Road Subdrain Installation Project adding \$200.00 to the contract for connection of field tiles to the subdrain. Contract cost after change order is \$23,633.22. Seconded by Council Member Anderson. Vote: All ayes with Council Member Porsch absent. Motion carried.

Moved by Council Member Engelmann to adopt Resolution No. 05-R-2014-2015 approving the final acceptance of the Vilas Road Subdrain Installation Project. Final contract cost \$23,633.22. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch absent. Motion carried.

Runway 13/31 Project – Moved by Council Member Walker to approve a grant agreement with the Federal Aviation Administration for additional funding for the Runway 13/31 Project. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch absent. Motion carried.

Moved by Council Member Anderson to adopt Resolution No. 06-R-2014-2015 awarding the contract to Godbersen Smith Contracting of Ida Grove, Iowa for the Runway 13/31 Project. Contract cost \$663,224.90. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch absent. Motion carried.

Storm Water Ordinance – Moved by Council Member Walker to pass on 2nd reading Ordinance No. 13-O-2013-2014 adding Post-Construction Stormwater Control Regulations. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch absent. Motion carried.

Lot Split – Moved by Council Member Anderson to approve splitting City owned parcel 10-34-256-001 adjacent to Lot 4 of the Storm Lake 3rd addition. Lot will be split 17.06 feet wide. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch absent. Motion carried.

Addendum Agreement – Moved by Council Member Walker to cancel an Addendum to Agreement on an easement on property in the Storm Lake 3rd Addition. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch absent. Motion carried.

Storm Lake 3rd Addition – Moved by Council Member Walker to adopt Resolution No. 07-R-2014-2015 approving platting of Storm Lake 3rd Addition. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch absent. Motion carried.

Transfer of Land – Mayor Kruse opened the public hearing on the transfer of land to Habitat for Humanity stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Huddleston to adopt Resolution No. 08-R-2014-2015 setting July 21, 2014 for a public hearing on the transfer of land to Habitat for Humanity. Seconded by Council Member Walker. Vote: All ayes with Council Member Porsch absent. Motion carried.

Storm Lake 3rd Addition Utilities – Moved by Council Member Walker to set July 21, 2014 for a public hearing on the plans, specifications, and form of contract for Phase 1 Storm Lake 3rd Addition. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch absent. Motion carried.

City Cultural Event – Moved by Council Member Huddleston to adopt Resolution No. 09-R-2014-2015 approving the Bridge of Storm Lake/Christ for the City Cultural Event requests for Friday, July 18, 2014 contingent on proper insurance coverage. Seconded by Council Member Anderson. Vote: All ayes with Council Member Porsch absent and Council Member Englemann abstaining. Motion carried.

2014 Ridiculous Days – Moved by Council Member Walker to adopt Resolution No. 10-R-2014-2015 approving the 2014 Ridiculous Days requests. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch absent. Motion carried.

Pizza Ranch TIF Ordinance – Moved by Council Member Anderson to pass on 1st reading Ordinance No. 01-O-2014-2015 providing for the collection of incremental taxes in connection with the Storm Lake Urban Renewal Area North #1 – Bargloff Urban Renewal Area (Pizza Ranch parcel). Seconded by Council Member Walker. Vote: All ayes with Council Member Porsch absent. Motion carried.

Urban Renewal Refunding Capital Loan Notes – Moved by Council Member Huddleston to adopt Resolution No. 11-R-2014-2015 setting July 21, 2014 for a public hearing for not to exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch absent. Motion carried.

Well #20 Project – Moved by Council Member Anderson to adopt Resolution No. 12-R-2014-2015 accepting and awarding the bid to Sargent Drilling Company for the Water Supply Well #20 Project. Bid amount \$923,959.95. Seconded by Council Member Walker. Vote: All ayes with Council Member Porsch absent. Motion carried.

Waste Water Consulting Services – Moved by Council Member Engelmann to approve an engineering agreement with Bolton & Menk, Inc. for engineering consulting services at the wastewater treatment plant. Agreement limited to \$19,000. Seconded by Council Member Anderson. Vote: All ayes with Council Member Porsch absent. Motion carried.

Council Member Walker would like to thank everyone for their help over the 4th of July.

Adjournment – Moved by Council Member Huddleston to adjourn the meeting at 5:47pm. Seconded by Council Member Anderson. Vote: All ayes with Council Member Porsch absent. Motion carried.

Jon F. Kruse, Mayor

Attest: Sue Vossberg, Deputy City Clerk

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JULY 15, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
MI PUEBLITO MARKET
516 W MILWAUKEE AVE

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

7-13-2013 to
7-13-2014

INCIDENTS

Accident	
Animal Call	1
Burglary to Vehicle	1
Business Security	16
Citizen Assist	3
Disturbance/Noise/Party	1
Drug Investigation	1
Gas Smell	1
Interpretation	2
Intoxicated Driver	1
Keys Locked In Car	5
Parking Complaint	1
Pedestrian Stop	1
PR/Talk/Presentation	2
Station Assignment	2
Street Beat	9
Theft	1
Traffic Stop	1
Vehicle Search	1

ARRESTS

Interference	1
OWI 2nd Offense	1

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JULY 15, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
DYNOS
1201 E LAKESHORE DR

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

	08-14-2012 to 08-13-2013	08-14-2013 to 7-13-2014
INCIDENTS		
Accident	2	3
Animal Complaint	1	2
Assault	1	0
Burglary to Vehicle	1	0
Business Assist	4	3
Business Security	212	149
Citizen Assist	4	2
City Co. Dept. Assit	0	2
Disturbance	1	0
Drug Investigation	0	1
Fight	1	0
Found Property	0	2
General Information	1	0
Intoxicated Driver	2	1
Intoxicated Pedestrian	7	1
Juvenile Problem	0	4
Keys Locked In Car	4	3
Lost Property	0	1
Mental Subject	0	1
Motorist Assist	7	6
Pedestrian Stop	0	1
PR/Talk/Presentation	1	2
Reckless Driver	0	1
Scam	0	2
Sexual Abuse	0	1

Station Assignment	6	4
Street Beat	87	101
Suspicious Activity	0	1
Theft	5	7
Vehicle Maintenance	28	13
Vehicle Stop	27	21
Wants/Warrants Check	1	1
Warrant Service	1	0

ARRESTS

Disorderly Conduct	3	0
Interference	1	0
Operating While Intoxicated	2	0
Public Intoxication	7	1
Public Urination	1	0
Tampering With Records	1	0
Theft 5th	1	1
Unlawful Use of License	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 15, 2014

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:

	06-11-2012 TO 07-08-2013	7-9-2013 TO 7-13-2014
INCIDENTS		
911 Hang up Call	2	
Accident	3	2
Animal Complaint	2	1
Burglar Alarm	1	1
Business Assist	4	9
Business Security	408	245
Case Investigation	1	0
Citizen Assist	3	4
Disturbance	1	0
Domestic	0	1
Found Property	1	2
General Information	0	1
Harassment	3	2
Hazmat Response	0	1
Intoxicated Driver	2	3
Intoxicated Pedestrian	1	5
Keys Locked In Car	11	11
Law Department Assist	0	1
Motorist Assist	1	3
Parking Complaint	2	0
Pedestrian Stop	2	0
PR/Talk/Presentation	1	4
Reckless Driver	4	0
Salvation Army Assist	0	1
Scam	0	2

Station Assignment	2	5
Street Beat	114	97
Suspicious Person	2	1
Theft	8	8
Traffic Stop	23	27
Vehicle Maintenance	11	14
Warrant Service	0	1

ARRESTS

Assault	0	1
Habitual Violator	1	0
Harassment	1	0
Interference	0	1
Mittimus	0	1
Public Intoxication	3	9
Open Container	1	1
OWI	2	1
Theft	0	1

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JULY 15, 2014

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:

	07-12-2012 to 07-08-2013	07-09-2013 to 07-15-2014
INCIDENTS		
Accident	1	0
Animal Call	2	0
Burglar Alarm	6	13
Business Assist	1	2
Business Security	37	21
Citizen Assist	2	0
City Code Enforcement	0	1
Insufficient Funds Checks	0	1
Keys Locked In Car	3	1
Pedestrian Stop	2	0
PR/Talk/Presentation	1	2
Motorist Assist	1	0
Station Assignment	2	2
Street Beat	0	5
Suspicious Vehicle	1	1
Theft	0	1
Traffic Stop	7	4

ARRESTS

Trespass	0	1
Violation No Contact Order	0	1

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

Baker Jason L
Last Name First Name Middle Initial
2 Rockwell Court Storm Lake IA 50588
Address City State Zip Code
(712) 730-1128 Bakedas@gmail.com
Home Phone # Business Phone # Cell Phone # E-mail Address:
S.L. Elementary School 4th grade teacher
Employer Occupation

How long have you lived in Storm Lake? 11

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?

To give back to the community. It also allows me
to make more positive connections and include a fresh
perspective.

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.

Jason L. Baker
Signature

7/11/14
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

Eliason James L
Last Name First Name Middle Initial
202 Russell St Storm Lake IA 50588
Address City State Zip Code
712-213-0449 — — vulcanophile@iw.net
Home Phone # Business Phone # Cell Phone # E-mail Address:

Employer Occupation

How long have you lived in Storm Lake? 12 yrs

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

SL Community Book Club, BV County Democrats, SL Music Boosters
SLHS volunteer tutor^{tw}, immigration potluck at "Our Place", Asian cultural seminar at BVRMC

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 very interested in education; I'm a retired educator. I love books
and have an extensive private collection of several hundred. I've attended
library board meetings as an observer and was able to contribute some info.
I hear there is an opening with no obvious candidate to fill it. I would
be glad to be of service

Please complete back side of this form.

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

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

☐ Yes ☒ No

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

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

If Yes:

part time

What is the name of the Business:

School District

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.

James L. Elson
Signature

17 July, 2014
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

PAYER ROBERT F
Last Name First Name Middle Initial
614 EAST LAKESHORE DRIVE STORM LAKE IA 50588
Address City State Zip Code
732-6395 N/A 299-1353 bpayer@mcbsi.com
Home Phone # Business Phone # Cell Phone # E-mail Address:
N/A RETIRED
Employer Occupation

How long have you lived in Storm Lake? 36 YEARS

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

STORM LAKE CSD SCHOOL BOARD, BOOSTER CLUB, ST MARY'S
CCD BOARD, KNIGHTS OF COLUMBUS, AMERICAN LEGION, NUMEROUS BUSINESS/
TEAMMATES MENTOR/BOARD TRADE ORGANIZATIONS

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?

AS A LIFELONG (3 DECADES) RESIDENT OF STORM LAKE, I HAVE A
GREAT INTEREST IN OUR LAKE. FOR OVER TWENTY YEARS, OUR HOMES HAVE BEEN
ON THE LAKE AND OUR CHILDREN/GRAND CHILDREN HAVE ENJOYED THEIR TIME IN
THE WATER. MY PAST EXPERIENCE IN ENGINEERING WILL ALLOW
ME TO APPLY THAT EXPERTISE TO STORM WATER PROJECTS
AND REGULATION.

Please complete back side of this form.

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

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

☐ Yes ☒ No I AM RETIRED AND SOLD MY INTEREST/STOCK IN 2009.

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 RETIRED

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 RETIRED

I certify that the above answers are correct and true.

Robert H. Payer
Signature

5/1/14
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

7/21/2014
Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM: 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	\$2,524,345.22	\$394,847.37	\$164,840.77	41.7	\$1,381.95	.3	\$228,624.65	58
King's Pointe	\$317,353.62	\$143,188.73	\$35,540.58	25			\$35,540.58	75
Golf Course	\$5,821.95	\$367.33	\$96.35	26			\$270.98	74

RECOMMENDATION: Review Buy Local Information

Staff Summary

7/21/2014
Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: Motion Authorizing a Noise Variance at the Buddhist Temple

BACKGROUND: Attached is a written request from Meng Lai representing the Buddhist Temple located at 6010 Rothmoor Road requesting a Noise Variance for outdoor, amplified entertainment.

The Variance is requested for Saturday, August 30, 2014 from 2:00pm until 11:30pm and Sunday, August 31, 2014 from 2:00pm until 1:00am. The request is for outdoor, amplified entertainment at the temple venue.

This request is consistent with previous Temple requests and I will issue the Variance upon receipt of a consensus in the affirmative from the City Council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
☐ Buddhist Temple Letter & Variance	Backup Material

July 12, 2014

Storm Lake City Council
Chief Mark Prosser, Public Safety

On behalf of the Lao Buddhist Temple we are requesting permission for a noise variance beginning at 2 pm through 11:30pm on Aug 30, 2014 and 2 pm on Aug 31 through 1 am on Sept 1, 2014 for a fundraiser which includes a live band among other activities.

If you have any questions please contact:

China House, Meng Lai, 732-1676 or 299-1068

Sincerely,
Meng Lai



Public Safety Police & Fire

PERMIT

401 East Milwaukee Avenue
Storm Lake, IA 50588
Phone: 712-732-8010

Event Buddhist Temple Event

Issued To: Name Meng Lai

Organization Buddhist Temple

Address C/O China House 624 W Milwaukee Avenue
Storm Lake, IA 50588

Phone 712-732-1676 Cell - 712-299-1068

Date(s) of Event 8-30-2014 & 8-31-2014

8-30-14 2:00PM-11:30PM
8-31-14 2:00PM - 1:00AM

Time(s) of Event See Times

Expiration of Permit 9-1-2014

Location/Area of Use 6010 Rothmoor Road

Type of Permit

X X X

1 Noise Variance -8-7-4

2 Ride/Run/Walk - 9-13-4

3 Parade -9-13-4

4 Public Demonstration - 8-7-4

5 Street Closing

6 Fireworks - 8-2-1-(I2A)

7 Authorized Burn - 7-2-2-B

8 Other

Authorized by: Mark A. Prosser

Printed Name

Signature

7-22-2014

Date

Public Safety Director

Title

Staff Summary

7/21/2014

Agenda Item # D.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion To Approve Storm Lake Hydraulic Easement**

BACKGROUND: These temporary and permanent easements are required for the construction of the Expansion Blvd. Storm Water Project.

FISCAL IMPACT: The cost of the easement is \$1.00 and other valuable considerations.

RECOMMENDATION: Pass motion to approve Storm Lake Hydraulics temporary and permanent easements as part of the Expansion Blvd. storm water improvement project.

ATTACHMENTS:

Description	Type
☐ Storm Lake Hydraulics Easement	Backup Material
☐ Map of Area	Map

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

EASEMENT AGREEMENT

This Easement Agreement is made and entered into this _____ day of _____, 2014, by and between Storm Lake Hydraulics Co., Inc., a/k/a Storm Lake Hydraulics Company, an Iowa Corporation, hereinafter referred to as Grantor, and the City of Storm Lake, Iowa, an Iowa municipal corporation, hereinafter referred to as Grantee.

SECTION 1. Permanent Easement. In consideration of the sum of one dollar (\$1.00), the Grantee's construction of certain public utility improvements, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a utility and drainage easement for the purpose of laying, constructing, operating, inspecting, repairing, restoring, maintaining, replacing, substituting, relocating and removing a storm water surface waterway and bio-retention ponds for the short-term storage of excess storm water and for the transportation of storm water in, through, under, across and on the real estate in Buena Vista County, Iowa described under the heading, "DESCRIPTION UTILITY AND DRAINAGE EASEMENT" on the Easement Plat attached as Exhibit 1 and as depicted thereon. The real estate subject to the permanent easement is referred to below as the Permanent Easement Area.

SECTION 2. Temporary Construction Easement. For the same consideration, Grantor further grants to Grantee a temporary workspace easement, for the construction of said storm water surface waterway, bio-retention ponds, other drainage improvements, and utilities, on, through and across the real estate described under the heading, "TEMPORARY CONSTRUCTION EASEMENT" on the Easement Plat attached as Exhibit 2 and as depicted thereon. This right will terminate upon completion of construction of said storm water surface waterway, bio-retention ponds, other drainage improvements, and utilities. The real estate subject to the temporary workspace easement is referred to below as the Temporary Easement Area.

SECTION 3. Term. With the exception of the rights granted in Section 2, above, the rights granted in this Easement Agreement shall be possessed and enjoyed by Grantee, its successors and assigns so long as the storm water waterway constructed pursuant hereto shall be maintained and operated by Grantee, its successors or assigns.

SECTION 4. **Additional Rights of Grantee.** Grantee shall have the rights of ingress and egress to and from the Permanent Easement Area for any purpose necessary to the exercise by Grantee of the rights granted herein.

SECTION 5. **Rights of Grantor.** Grantor reserves the right to use and enjoy the Permanent Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. However, Grantor shall not have the right to locate any building or any surface installation on any part of the Permanent Easement Area or to fence the whole or any part thereof.

SECTION 6. **Treatment and Restoration of Surface.** Grantee shall leave the Permanent Easement Area free of any piles of dirt and shall plant and grow native vegetation in the Permanent Easement Area. If and when the drainage improvements are no longer used or maintained by Grantee, Grantee shall restore the surface of the Permanent Easement Area as near to its condition immediately before the construction and installation of the drainage improvements as may be possible.

SECTION 7. **Warranty of Title.** Grantor covenants that Grantor is the owner of the Permanent Easement Area and the Temporary Easement Area, and has the right, title and capacity to grant said premises.

SECTION 8. **Effect of Agreement.** This Agreement shall be binding upon the heirs, legal representatives, successors or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in Storm Lake, Iowa, on the day and year first above written.

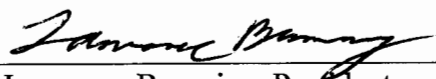
GRANTEE:

GRANTOR:

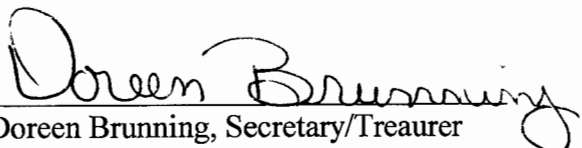
CITY OF STORM LAKE, IOWA

STORM LAKE HYDRAULICS CO., INC.

By: _____
Jon Kruse, Mayor

By: 
Lawrence Brunning, President

ATTEST:

By: 
Doreen Brunning, Secretary/Treasurer

Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the 15th day of July, 2014, by
Lawrence Brunning and Doreen Brunning, as President and Secretary/Treasurer of Storm Lake
Hydraulics Co., Inc.



Susan Vossberg
Notary Public in and for the State of Iowa

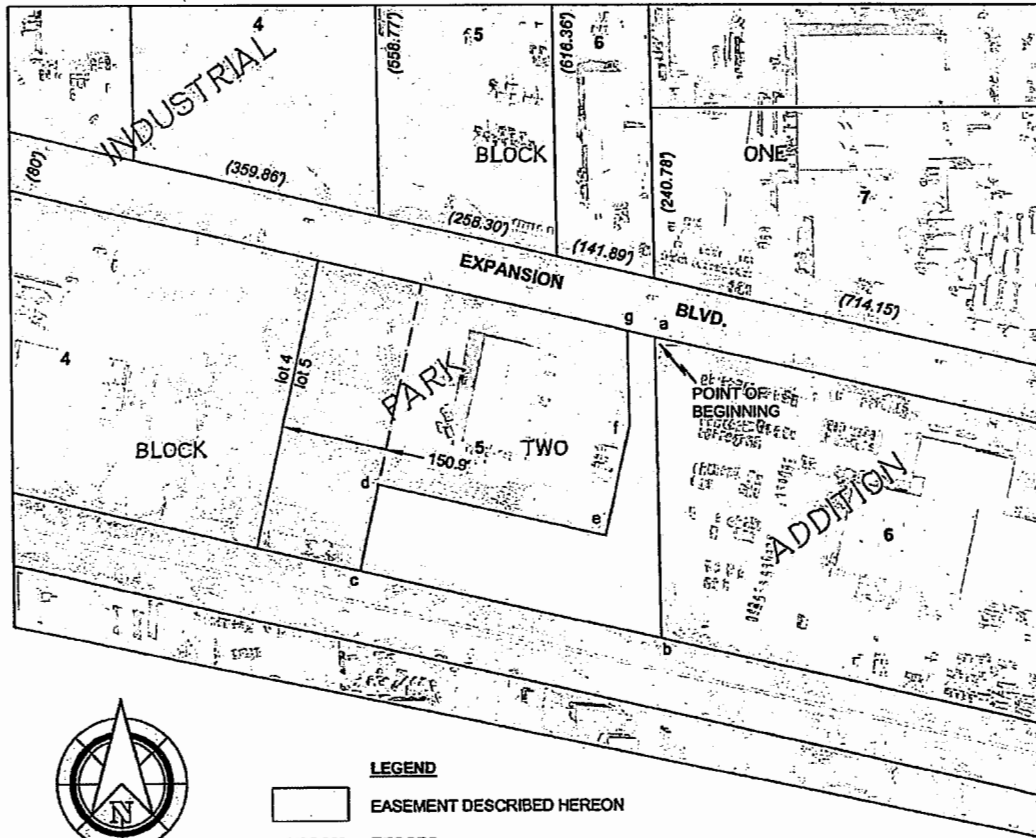
STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2014, by
Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk, respectively, of the City of Storm
Lake, Iowa.

Notary Public in and for the State of Iowa

Exhibit 1

PREPARED BY: J. SCOTT SHEVEL P.L.S., I&S GROUP, INC. P.O. BOX 458 1725 N. LAKE AVE. STORM LAKE, IA 50588



SCALE: 1" = 200'
0 100 200

LEGEND

EASEMENT DESCRIBED HEREON
(435.60') RECORD

DESCRIPTION UTILITY AND DRAINAGE EASEMENT

AN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE IMPROVEMENTS AND UTILITIES OVER AND ACROSS PART OF LOT FIVE (5), BLOCK TWO (2), INDUSTRIAL PARK ADDITION TO THE CITY OF THE STORM LAKE, BUENA VISTA COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LINE	BEARING	DISTANCE
a-b	S 00°34'00" E	426.25'
b-c	N 77°07'00" W	439.37'
c-d	N 12°53'00" E	125.00'
d-e	S 77°07'00" E	331.14'
e-f	N 12°53'00" E	158.38'
f-g	N 00°34'00" W	134.93'
g-a	S 77°07'00" E	40.48'

Beginning at the Northeast (NE) corner of said Lot Five (5); Thence South 00°34'00" East, along the East line of said Lot Five (5), 426.25 feet to the South line of said Lot Five (5); Thence North 77°07'00" West, along said South line, 439.37 feet to the East line of the West 150.90 feet of said Lot Five (5); Thence North 12°53'00" East, along said East line, 125.00 feet; Thence South 77°07'00" East, 331.14 feet; Thence North 12°53'00" East, 158.38 feet; Thence North 00°34'00" West, 134.93 feet to the South line of Expansion Boulevard; Thence South 77°07'00" East, along said South line, 40.48 feet; to the Point of Beginning.

PROPRIETOR: STORM LAKE HYDRAULICS



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

J. Scott Shevel Date:
License Number 11810
My License renewal date is December 31, 2015
Pages covered by this seal 1

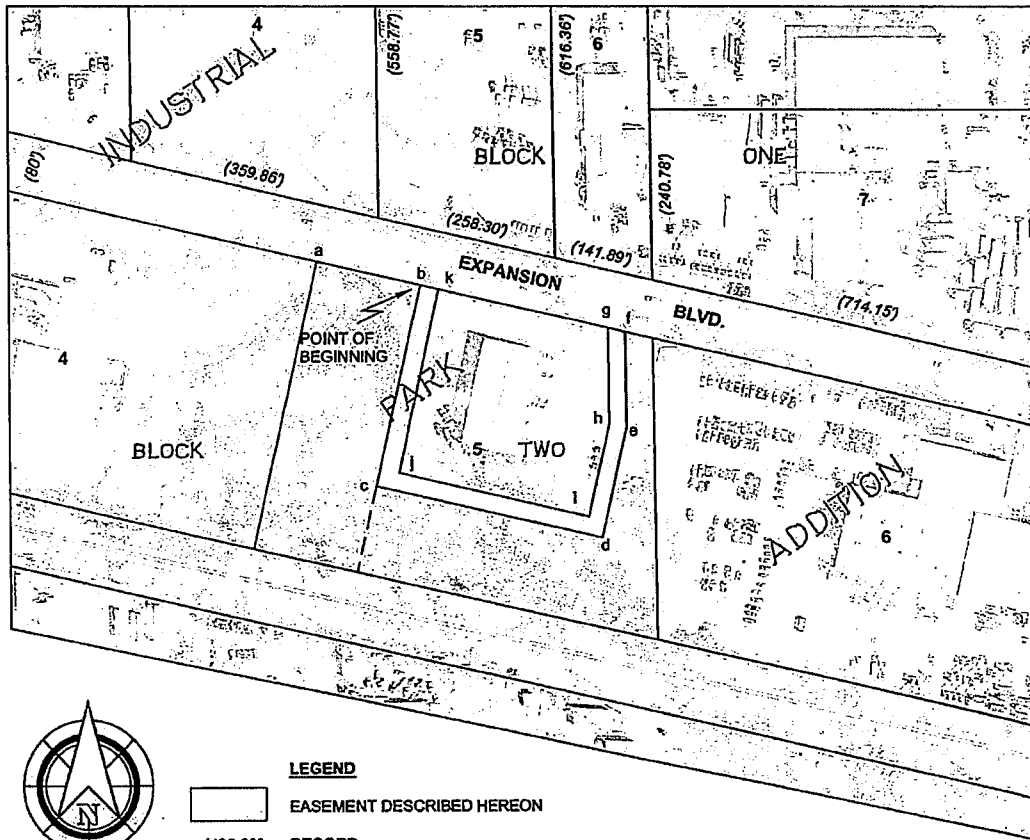
**EASEMENT PLAT
PART LOT 5, BLOCK 2
INDUSTRIAL PARK ADDITION
TO THE CITY OF STORM LAKE,
BUENA VISTA COUNTY, IOWA**



1725 N. Lake Ave.
Storm Lake Ia. 50588
Ph: 712-732-7745
PN: 14-16475
Drawn: JSS
Sheet 1 OF 1
Surveyed by: JSS
Survey Date:
Revision Date: 5/12/14
Drawing Name:

Exhibit 2

PREPARED BY: J. SCOTT SHEVEL P.L.S. I&S GROUP, INC. P.O. BOX 458 1725 N. LAKE AVE. STORM LAKE, IA. 50588



SCALE: 1" = 200'

0 100 200

LEGEND

EASEMENT DESCRIBED HEREON

(435.60) RECORD

TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY EASEMENT FOR CONSTRUCTION OF DRAINAGE IMPROVEMENTS OVER AND ACROSS PART OF LOT FIVE (5), BLOCK TWO (2), INDUSTRIAL PARK ADDITION TO THE CITY OF THE STORM LAKE, BUENA VISTA COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LINE	BEARING	DISTANCE
a-b	S 77°07'00" E	150.90'
b-c	S 12°53'00" W	289.60'
c-d	S 77°07'00" E	331.14'
d-e	N 12°53'00" E	158.38'
e-f	N 00°34'00" W	134.93'
f-g	N 77°07'00" W	25.00'
g-h	S 00°34'00" E	134.93'
h-i	S 12°53'00" W	133.38'
i-j	N 77°07'00" E	281.13'
j-k	N 12°53'00" E	264.60'
k-b	N 77°07'00" W	25.00'

Commencing at the Northwest (NW) corner of said Lot Five (5); Thence South 77°07'00" East, along the South line of Expansion Boulevard, 150.90 feet to the Point of Beginning. Thence South 12°53'00" West, 289.60 feet; Thence South 77°07'00" East, 331.14 feet; Thence North 12°53'00" East, 158.38 feet; Thence North 00°34'00" West, 134.93 feet to the South line of Expansion Boulevard; Thence North 77°07'00" West, along said South line, 25.00 feet; Thence South 00°34'00" East, 134.93 feet; Thence South 12°53'00" West, 133.38 feet; Thence North 77°07'00" West, 281.13 feet; Thence North 12°53'00" East, 264.60 feet; Thence North 77°07'00" West, 25.00 feet to the Point of Beginning.

PROPRIETOR: STORM LAKE HYDRAULICS



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

J. Scott Shevel
License Number 11810
My License renewal date is December 31, 2015
Pages covered by this seal 1

Date:

EASEMENT PLAT
PART LOT 5, BLOCK 2
INDUSTRIAL PARK ADDITION
TO THE CITY OF STORM LAKE,
BUENA VISTA COUNTY, IOWA



1725 N. Lake Ave.
Storm Lake Ia. 50588
Ph: 712-732-7745

PN: 14-16475
Drawn: JSS
Sheet 1 OF 1
Surveyed by: JSS
Survey Date:
Revision Date: 5/12/14
Drawing Name:



Staff Summary

7/21/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Public Hearing Water Plant Annexation**

BACKGROUND: During a review of the area around the Water Treatment Plant, city staff noticed that certain parcels were not currently inside city limits which presented unique issues as we move forward with construction of facilities around the water plant.

Specifically there are three (3) parcels that are outside the City limits. Please see the attached map for location of the three parcels.

The City held a consultation session with the affected taxing entities in which there were NO other entities in attendance. In addition the entities had a window of opportunity in which to respond in writing with concerns and recommendations prior to this public hearing. There were no comments received.

This is the time and place for the Public Hearing, Council will hear the recommendations of the public at this time prior to making a decision on the voluntary annexation.

The Planning and Zoning Commission has also reviewed the proposed annexation and made a recommendation to approve the annexation as proposed with a zoning designation of IN-1 (Public Services Zoning District).

FISCAL IMPACT: The typical cost of a voluntary annexation is around \$2,000 which includes the cost of the notices and legal time to prepare the necessary documents.

RECOMMENDATION: Open the Public Hearing
Hear any Comments
Close the Public Hearing

ATTACHMENTS:

Description	Type
 Exhibit 1 - Annexation	Map
 Exhibit 2 - Annexation	Map
 Exhibit 3 - Annexation	Map

Property Owned By City of Storm Lake

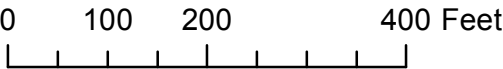


Exhibit 1



Legend

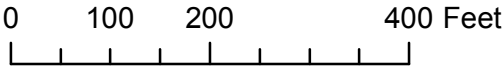
- Annexation Parcels
- Roads
- City Limits

Annexation Areas



Legend

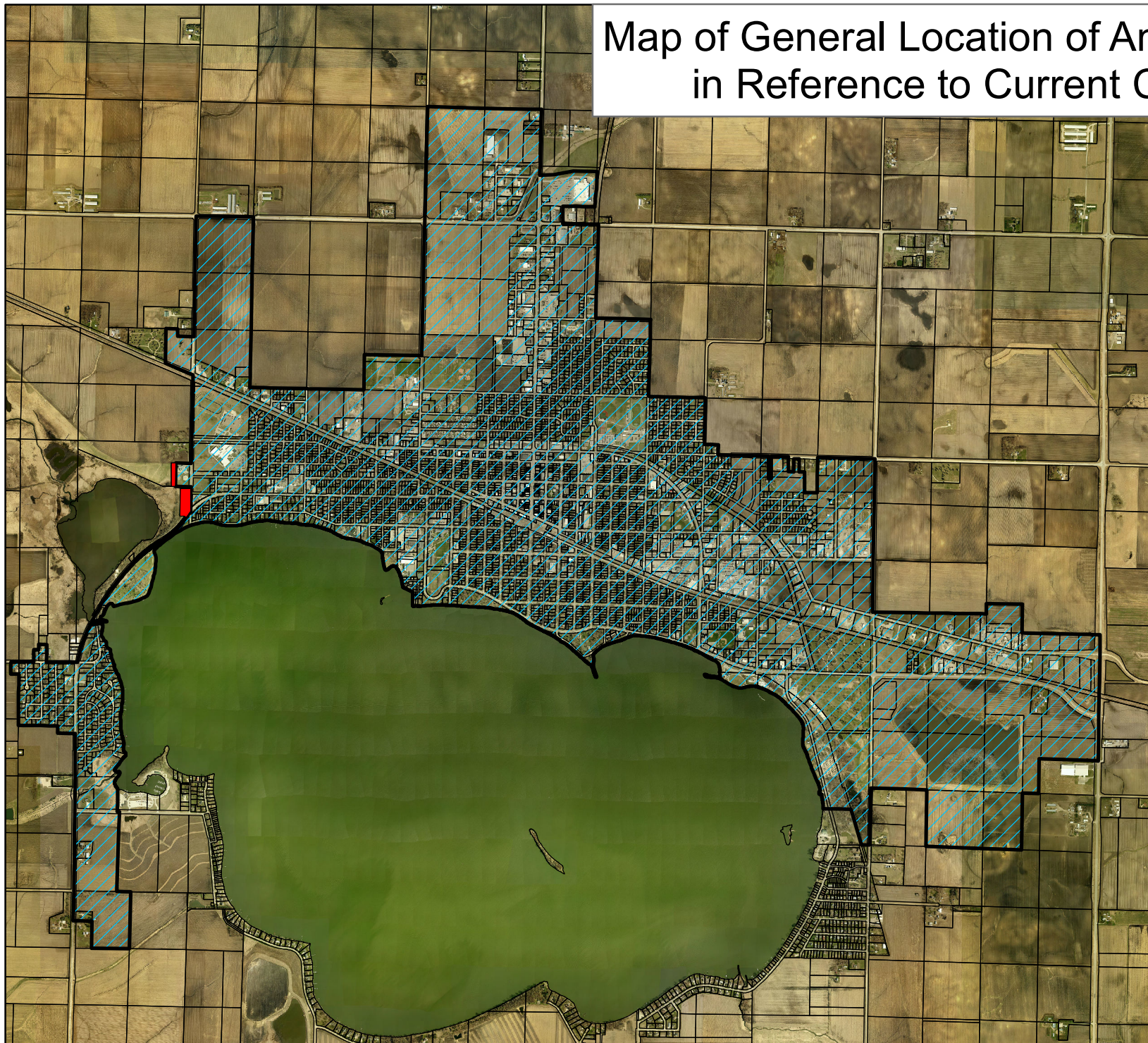
-  Annexation Areas
-  Roads
-  City Limits



PARCEL	OWNER	VOLUNTARY	INVOLUNTARY	ADJACENT
A	City of Storm Lake	X		
B	City of Storm Lake	X		
C	City of Storm Lake	X		
D	State of Iowa			X
E	Ballou Holdings LLC			X

Exhibit 2

Map of General Location of Annexation Area in Reference to Current City Limits



Legend

-  Annexation Area
-  Storm Lake City Limits

0 0.25 0.5 1 Miles

Staff Summary

7/21/2014
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 13-R-2014-2015 Approving Voluntary Annexation Of Water Plant Property**

BACKGROUND: During a review of the area around the Water Treatment Plant, city staff noticed that certain parcels were not currently inside city limits which presented unique issues as we move forward with construction of facilities around the water plant.

Specifically there are three (3) parcels that are outside the City limits. Please see the attached map for location of the three parcels.

The City held a consultation session with the affected taxing entities at which NO other entities attended. The taxing entities also had a window of opportunity in which to respond in writing with concerns and recommendations prior to this public hearing. There were no comments received.

Following the public hearing (the item previous to this one on the agenda) the council may now consider and take action on a resolution approving the 100% voluntary annexation of these three parcels.

The Planning and Zoning Commission has also reviewed the proposed annexation and made a recommendation to approve the annexation as proposed with a zoning designation of IN-1 (Public Services Zoning District).

FISCAL IMPACT: The typical cost of a voluntary annexation is around \$2,000 which includes the cost of the notices and legal time to prepare the necessary documents.

RECOMMENDATION: Adopt Resolution No.13-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 13-R-2014-2015	Resolution

RESOLUTION NO. 13-R-2014-2015

RESOLUTION APPROVING VOLUNTARY ANNEXATION OF TERRITORY IN UNINCORPORATED BUENA VISTA COUNTY

WHEREAS, on May 5, 2014, by Resolution No. 85-R-2013-2014, the City Council duly resolved that the City of Storm Lake, Iowa's proposal to annex certain real estate the City owns, identified below as Parcels A, B, and C, be set down for hearing on July 21, 2014 at 5:00 P.M., in the Council Chambers at City Hall. The three parcels generally are situated adjacent to the western boundary of the City of Storm Lake, and adjacent to, or almost adjacent to the City's Municipal Water Treatment Plant whose address is 6011 Highway 110, Storm Lake, IA 50588.

Parcels A, B, and C are identified and legally described as follows:

Parcel A, identified for assessment and taxation purposes as Parcel Number 1405200005, is 1.25 acres in area, including parts subject to easements and rights-of-way, and is legally described as:

A tract of land located in the Northeast Quarter of the Northeast Fractional Quarter (NE $\frac{1}{4}$ NEFr $\frac{1}{4}$) of Section Five (5), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter of the Northeast Fractional Quarter (NE $\frac{1}{4}$ NEFr $\frac{1}{4}$) of said Section Five (5); thence on an assumed bearing of North 00°00'00" East, along the East line of said Northeast Quarter of the Northeast Fractional Quarter (NE $\frac{1}{4}$ NEFr $\frac{1}{4}$), 148.50 Feet; thence North 89°54'19" West, 360.20 Feet to the Point of Beginning. Thence North 00°00'00" East, 545.20 Feet; thence North 89°54'19" West, 100.00 Feet; thence South 00°00'00" East, 545.20 Feet; thence South 89°54'19" East, 100.00 Feet to the Point of Beginning.

This tract contains 1.25 acres and is subject to all easements of record.

Parcel B, identified for assessment and taxation purposes as Parcel Number 1405200006, is 1.79 acres in area, including parts subject to easements and rights-of-way, and is legally described as:

That One and seventy-nine one-hundredths (1.79) acres tract of land which is particularly described as bounded as follows: Beginning at a point which is 33 feet South and 33 feet West of the northeast corner of Gov. Lot One (1) of Section Five (5), Township Ninety North (T 90 N), Range Thirty-seven West (R 37 W) of the 5th P.M., thence West 103.2 feet, thence South 492.34 feet, thence West 100.0 feet, thence North

634.34 feet, thence East 203.2 feet, thence South 142.0 feet along a line parallel with and 33 feet west of the east line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section Five (5) to the point of beginning.

Parcel C, identified for assessment and taxation purposes as Parcel Number 1405200007, is 1.00 acre in area, including parts subject to easements and rights-of-way, and is legally described as:

That One Acre tract in Gov. Lot One (1) of Section Five (5) of Township Ninety North (T90N), Range Thirty-Seven West (R37W) of the 5th P.M., more particularly described as bounded as follows:

Beginning at a point 33 ft. South of and 33 ft. West of the Northeast Corner of said Gov. Lot 1, thence South 351.85 ft., thence S 36° 18' W 174.32 ft., along the north right-of-way line of Primary Road No. 110, thence North 492.34 ft., thence East 103.20 ft. to the point of beginning.

Note: The east line of said Gov. Lot 1 is taken as bearing due north and south.

WHEREAS, the right-of-way of Iowa Highway 110, a state of Iowa highway, adjoins the entire eastern boundary of Parcel C and part of the eastern boundary of Parcel B;

WHEREAS, that part of the Iowa Highway 110 right-of-way that adjoins and lies between the eastern boundaries of Parcels B and C and the centerline of Iowa Highway 110 should be included with the real estate the City of Storm Lake proposes to annex in the territory to be annexed;

WHEREAS, the legal description of the entire territory proposed to be annexed, including Parcels A, B, and C, and the part of the highway right-of-way that adjoins Parcels A and B, is attached as Exhibit 1; an annexation plat map of the entire territory being annexed is attached as Exhibit 2; and a map of the territory being annexed in reference to the existing city limits of the City of Storm Lake is attached as Exhibit 3;

WHEREAS, the territory proposed to be annexed adjoins the boundary of the City of Storm Lake in the western part of such city, is outside the boundaries of any other city, and is not within two miles of the boundaries of any other city and, therefore, not within an urbanized area

of any other city;

WHEREAS, after timely notice to the Buena Vista County, Iowa Board of Supervisors and the Hayes Township Trustees, a consultation meeting was held on May 28, 2014, attended by the Assistant City Manager and the City Attorney Phil Havens, but not attended by any member of the Buena Vista County, Iowa Board of Supervisors or the Hayes Township Trustees;

WHEREAS, the Buena Vista County Board of Supervisors has adopted no resolution pursuant to Iowa Code Section 368.7(1)(b)(2) supporting, opposing or taking no position with respect to the voluntary annexation;

WHEREAS, the Buena Vista County Auditor has been provided the legal descriptions of Parcels A, B, and C proposed to be annexed, the name of the titleholder of such parcels, and a list of the names and addresses of the titleholders of all adjoining land not presently within the city limits of the City of Storm Lake, Iowa, and has confirmed in writing that such names, addresses, and legal descriptions are accurate and complete;

WHEREAS, due notice of the July 21, 2014 hearing on the proposed annexation was published in the Storm Lake Times on June 25, 2014, as provided by law, setting forth the time and place for hearing on said proposed annexation;

WHEREAS, due notice of said hearing was sent by certified or regular mail on June 24, 2014, to all affected utilities, to the Board of Supervisors of Buena Vista County, Iowa, to the County Attorney of Buena Vista County, Iowa, to the Chairperson of the Board of Supervisors of Buena Vista County, Iowa, to the Attorney General of the State of Iowa, to the Iowa Department of Transportation, to Northwest Iowa Planning and Development Commission, and to the owners of land adjoining the territory proposed to be annexed, as required by Section 368.5 and 368.7 of the Iowa Code; and

WHEREAS, in accordance with said notices, those interested in the annexation, both for and against, have been given opportunity to be heard with respect thereto and have presented their views to the City Council and that hearing has now been closed.

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

1. The annexation of the territory described on attached Exhibit 1 is consistent with the City's long range plans for the area and is hereby approved.

2. The real estate described on attached Exhibit 1 is, for purposes of Iowa Code Section 368.24 and all other purposes, proclaimed annexed to the City of Storm Lake, Iowa, effective upon acknowledgment by the Iowa Secretary of State's office that the Secretary of State has received a copy of the legal description, maps, and this resolution.

3. After three business days have elapsed following today's hearing on the proposed annexation, the City Clerk is authorized and directed to file a certified copy of this resolution, maps, and legal description of the territory approved for annexation with the Iowa Secretary of State, the Board of Supervisors of Buena Vista County, each affected public utility, and the Iowa Department of Transportation; and also to record a copy of the legal description, maps, and resolution with the Recorder of Buena Vista County, Iowa, pursuant to Iowa Code Section 368.7(2).

Passed and approved this 21st day of July, 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

EXHIBIT 1

LEGAL DESCRIPTION OF TERRITORY APPROVED FOR ANNEXATION, CONSISTING OF PARCELS A, B, AND C, AND THE ADJACENT PARTS OF HIGHWAY RIGHT-OF-WAY MORE PARTICULARLY DESCRIBED BELOW:

Parcel A, identified for assessment and taxation purposes as Parcel Number 1405200005, is 1.25 acres in area, including parts subject to easements and rights-of-way, and is legally described as:

A tract of land located in the Northeast Quarter of the Northeast Fractional Quarter (NE $\frac{1}{4}$ NEFr $\frac{1}{4}$) of Section Five (5), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter of the Northeast Fractional Quarter (NE $\frac{1}{4}$ NEFr $\frac{1}{4}$) of said Section Five (5); thence on an assumed bearing of North 00°00'00" East, along the East line of said Northeast Quarter of the Northeast Fractional Quarter (NE $\frac{1}{4}$ NEFr $\frac{1}{4}$), 148.50 Feet; thence North 89°54'19" West, 360.20 Feet to the Point of Beginning. Thence North 00°00'00" East, 545.20 Feet; thence North 89°54'19" West, 100.00 Feet; thence South 00°00'00" East, 545.20 Feet; thence South 89°54'19" East, 100.00 Feet to the Point of Beginning.

This tract contains 1.25 acres and is subject to all easements of record.

AND

Parcel B, identified for assessment and taxation purposes as Parcel Number 1405200006, is 1.79 acres in area, including parts subject to easements and rights-of-way, and is legally described as:

That One and seventy-nine one-hundredths (1.79) acres tract of land which is particularly described as bounded as follows: Beginning at a point which is 33 feet South and 33 feet West of the northeast corner of Gov. Lot One (1) of Section Five (5), Township Ninety North (T 90 N), Range Thirty-seven West (R 37 W) of the 5th P.M., thence West 103.2 feet, thence South 492.34 feet, thence West 100.0 feet, thence North 634.34 feet, thence East 203.2 feet, thence South 142.0 feet along a line parallel with and 33 feet west of the east line of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section Five (5) to the point of beginning.

AND

Parcel C, identified for assessment and taxation purposes as Parcel Number 1405200007, is 1.00 acre in area, including parts subject to easements and rights-of-way, and is legally described as:

That One Acre tract in Gov. Lot One (1) of Section Five (5) of Township Ninety North (T90N), Range Thirty-Seven West (R37W) of the 5th P.M., more particularly described as bounded as

follows:

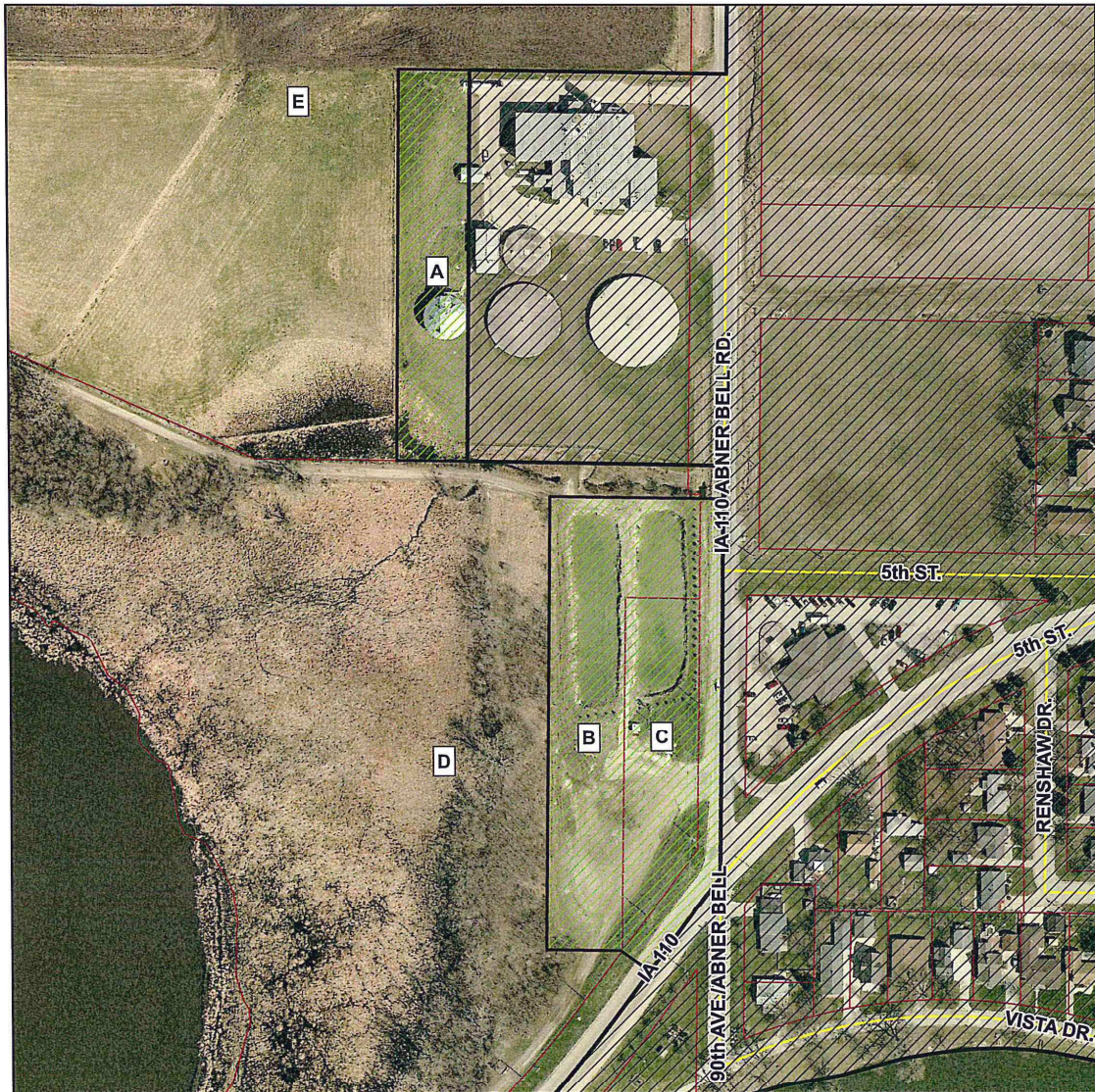
Beginning at a point 33 ft. South of and 33 ft. West of the Northeast Corner of said Gov. Lot 1, thence South 351.85 ft., thence S 36° 18' W 174.32 ft., along the north right-of-way line of Primary Road No. 110, thence North 492.34 ft., thence East 103.20 ft. to the point of beginning.

Note: The east line of said Gov. Lot 1 is taken as bearing due north and south.

AND

That part of the Iowa Highway 110 right-of-way that adjoins and lies between the eastern boundaries of Parcels B and C described above and the centerline of Iowa Highway 110.

Annexation Areas



Legend

-  Annexation Areas
-  Roads
-  City Limits

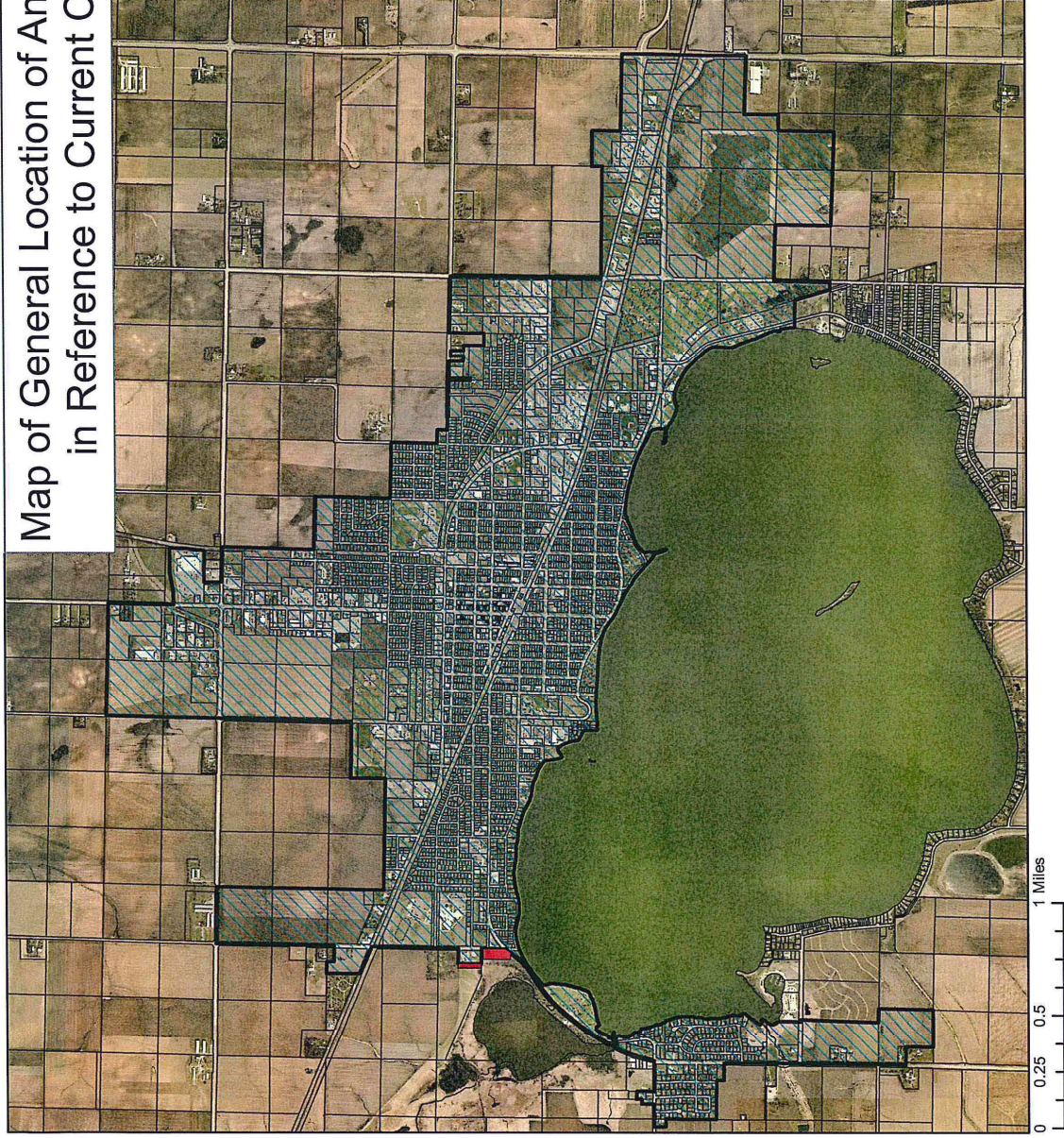


0 100 200 400 Feet

PARCEL	OWNER	VOLUNTARY	INVOLUNTARY	ADJACENT
A	City of Storm Lake	X		
B	City of Storm Lake	X		
C	City of Storm Lake	X		
D	State of Iowa			X
E	Ballou Holdings LLC			X

Exhibit 2

Map of General Location of Annexation Area
in Reference to Current City Limits



Legend

- Annexation Area
- Storm Lake City Limits

Exhibit 3

Staff Summary

7/21/2014
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: Emily Haselhoff, Planning Coordinator

SUBJECT: **Resolution No. 14-R-2014-2015 Approving Protective & Restrictive Covenants for Storm Lake 3rd Addition Subdivision**

BACKGROUND: The City of Storm Lake has approved the Storm Lake 3rd Addition Subdivision. With a new subdivision any developer may choose to record protective and restrictive covenants with the subdivision. The City of Storm Lake has prepared a protective and restrictive covenants documents for the Storm Lake 3rd Addition and is attached to this staff summary.

Items addressed in the covenants will be in addition to the City regulations in the Zoning Ordinance and City Code. The regulations in the covenants will be monitored by city staff for compliance until a home owners association can be established.

FISCAL IMPACT: Preparation of the protective and restrictive covenants

RECOMMENDATION: Adopt Resolution No. 14-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 14-R-2014-2015	Resolution
☐ Storm Lake 3rd Addition Covenants	Backup Material

RESOLUTION NO. 14-R-2014-2015

**RESOLUTION APPROVING PROTECTIVE AND RESTRICTIVE COVENANTS FOR
STORM LAKE 3RD ADDITION**

WHEREAS, on July 7, 2014, by Resolution No. 07-R-2014-2015, the City Council of the City of Storm Lake, Iowa approved a Dedication of Plat and Final Plat of Storm Lake 3rd Addition;

WHEREAS, such resolution expressly made Storm Lake 3rd Addition subject to any restrictive and protective covenants approved by this City Council and filed of record in the Office of the Buena Vista County, Iowa Recorder before the conveyance of any lots or real estate within such Addition; and

WHEREAS, the City Council of the City of Storm Lake, Iowa desires to approve and adopt Protective and Restrictive Covenants for such Addition in the form shown on attached Exhibit 1.

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

1. The Protective and Restrictive Covenants as set forth in attached Exhibit 1 are hereby approved and adopted for Lots 1 through 24 in Storm Lake 3rd Addition, which Addition is a part of the City of Storm Lake, Buena Vista County, Iowa.

2. The Mayor Pro-Tem and City Clerk are authorized and directed to duly execute the original Protective and Restrictive Covenants, a copy of which is attached as Exhibit 1, and cause the original to be filed of record in the Office of the Buena Vista County, Iowa Recorder.

Passed, approved, and adopted this 21st day of July, 2014.

David Walker, Mayor Pro-Tem of the City of Storm Lake,
Iowa

ATTEST:

Justin Yarosevich, City Clerk
of the City of Storm Lake, Iowa

Exhibit 1

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

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

PROTECTIVE AND RESTRICTIVE COVENANTS

The City of Storm Lake, Iowa hereby declares, makes and establishes the following protective and restrictive covenants which shall be applicable to Lots 1 through 24 in Storm Lake Third Addition in the City of Storm Lake, Buena Vista County, Iowa. These covenants shall run with the land and shall be binding upon all parties and all persons who may now own, or who may later become the owner or owners of, any of Lots 1 through 24 in the Plat of Storm Lake Third Addition, and all parties claiming under them, for a period of twenty-one (21) years from the date this instrument is recorded, after which time these covenants and restrictions shall automatically extend for successive periods of ten (10) years each unless otherwise provided by law or unless, prior to the commencement of any ten year extension period, a written instrument signed by the owners of a majority of Lots 1 through 24 in Storm Lake Third Addition has been recorded in the public records of Buena Vista County, Iowa, which instrument may provide for the change, alteration or rescission of the covenants and restrictions, in whole or in part.

1. BUILDINGS.

- A. All buildings constructed or placed on lots in the subdivision shall be of new construction except that existing buildings may be moved into the subdivision provided they are rehabilitated to like-new condition. All buildings shall be limited to single family dwellings and such accessory buildings as are permitted under the most restrictive residential zoning district established in the City of Storm Lake Zoning Code. All homes must contain at a minimum a single car garage.
- B. Single family residential structures shall have a gross ground floor square foot area, excluding attached garage, of not less than 1,500 square feet. Split foyer, one and one-half story or two story structures shall have a gross main floor square foot area, excluding attached garages, of not less than 1,000 square feet.

2. No lots in the subdivision shall be subdivided, except for the purpose of creating a larger parcel under common ownership. In the event a larger parcel is so created, each and all of these protective and restrictive covenants shall apply to such larger parcel as if the larger parcel were a single platted lot.
3. Fences may not be constructed over or around storm water management features.
4. No trailer, basement, tent, shack, garage or other outbuildings erected on any lot shall at any time be used as a residence. No temporary buildings shall be constructed or maintained, except that temporary buildings required in connection with the construction or repair of the main building shall be permitted during the period of construction or repair. No out building shall be constructed prior to the start of construction of the principal residence.
5. No "mobile home," that is, a structure manufactured or adapted for the attachment of wheels or a towing device, shall be placed in Storm Lake Third Addition. Modular and manufactured homes shall be permitted, subject to the requirements of these covenants and the ordinances of the City of Storm Lake.
6. Dishes for reception of satellite signals are permitted. Dishes in excess of thirty (30) inches in diameter shall be screened from view of adjacent properties.

The above protective and restrictive covenants were approved and adopted by Resolution No. 14-R-2014-2015 of the City Council of Storm Lake, Iowa.

Dated this 21st day of July, 2014.

THE CITY OF STORM LAKE, IOWA

By: _____
David Walker, Mayor Pro-Tem

ATTEST: _____
Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on July 21, 2014, by David Walker and Justin Yarosevich, as Mayor Pro-Tem and City Clerk of the City of Storm Lake, Iowa.

Notary Public

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

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

PROTECTIVE AND RESTRICTIVE COVENANTS

The City of Storm Lake, Iowa hereby declares, makes and establishes the following protective and restrictive covenants which shall be applicable to Lots 1 through 24 in Storm Lake Third Addition in the City of Storm Lake, Buena Vista County, Iowa. These covenants shall run with the land and shall be binding upon all parties and all persons who may now own, or who may later become the owner or owners of, any of Lots 1 through 24 in the Plat of Storm Lake Third Addition, and all parties claiming under them, for a period of twenty-one (21) years from the date this instrument is recorded, after which time these covenants and restrictions shall automatically extend for successive periods of ten (10) years each unless otherwise provided by law or unless, prior to the commencement of any ten year extension period, a written instrument signed by the owners of a majority of Lots 1 through 24 in Storm Lake Third Addition has been recorded in the public records of Buena Vista County, Iowa, which instrument may provide for the change, alteration or rescission of the covenants and restrictions, in whole or in part.

1. BUILDINGS.

- A. All buildings constructed or placed on lots in the subdivision shall be of new construction except that existing buildings may be moved into the subdivision provided they are rehabilitated to like-new condition. All buildings shall be limited to single family dwellings and such accessory buildings as are permitted under the most restrictive residential zoning district established in the City of Storm Lake Zoning Code. All homes must contain at a minimum a single car garage.
- B. Single family residential structures shall have a gross ground floor square foot area, excluding attached garage, of not less than 1,500 square feet. Split foyer, one and one-half story or two story structures shall have a gross main floor square foot area, excluding attached garages, of not less than 1,000 square feet.

2. No lots in the subdivision shall be subdivided, except for the purpose of creating a larger parcel under common ownership. In the event a larger parcel is so created, each and all

of these protective and restrictive covenants shall apply to such larger parcel as if the larger parcel were a single platted lot.

3. Fences may not be constructed over or around storm water management features.
4. No trailer, basement, tent, shack, garage or other outbuildings erected on any lot shall at any time be used as a residence. No temporary buildings shall be constructed or maintained, except that temporary buildings required in connection with the construction or repair of the main building shall be permitted during the period of construction or repair. No out building shall be constructed prior to the start of construction of the principal residence.
5. No “mobile home,” that is, a structure manufactured or adapted for the attachment of wheels or a towing device, shall be placed in Storm Lake Third Addition. Modular and manufactured homes shall be permitted, subject to the requirements of these covenants and the ordinances of the City of Storm Lake.
6. Dishes for reception of satellite signals are permitted. Dishes in excess of thirty (30) inches in diameter shall be screened from view of adjacent properties.

The above protective and restrictive covenants were approved and adopted by Resolution No. 14-R-2014-2015 of the City Council of Storm Lake, Iowa.

Dated this 21st day of July, 2014.

THE CITY OF STORM LAKE, IOWA

By: _____
David Walker, Mayor Pro-Tem

ATTEST: _____
Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on July 21, 2014, by David Walker and Justin Yarosevich, as Mayor Pro-tem and City Clerk of the City of Storm Lake, Iowa.

Notary Public

Staff Summary

7/21/2014
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: Emily Haselhoff, Planning Coordinator

SUBJECT: **Public Hearing On Storm Lake 3rd Addition Urban Renewal Area Plan**

BACKGROUND: The City of Storm Lake has chosen to develop a residential subdivision to help with Storm Lake's housing shortage. In order to help recoup the cost of the infrastructure, the City is proposing to create an Urban Renewal Area over the subdivision location as well as the adjacent right-of-ways. The Storm Lake 3rd Addition Urban Renewal Plan is attached to this staff summary.

A resolution from the June 16, 2014 City Council meeting set this public hearing for July 21, 2014. Notice of the Public Hearing was published as required by Iowa law. This public hearing gives the citizens of Storm Lake a chance to voice their comments for or against the Urban Renewal Plan prior to the Council's formal action.

The Consultation Session was held on June 24, 2014 at 10:00 am to meet with Buena Vista County and the Storm Lake School District. Following the Consultation Session, the taxing entities had seven days in which to provide written recommendations regarding the Storm Lake 3rd Addition Urban Renewal Plan to the City of Storm Lake. The City of Storm Lake has received no comments from either of the taxing entities.

This Urban Renewal Area will allow the City to create Tax Increment Financing (TIF) Districts as lots get developed within the subdivision. The tax increments generated can be used to fund the infrastructure that would be needed for the new subdivision.

FISCAL IMPACT: There is no fiscal impact tied to the public hearing other than the cost of the publication of the notice of the hearing. The entire process of completing the Urban Renewal Area and Plan will cost approximately \$30,000.

RECOMMENDATION: Open the Public Hearing
Hear Any Comments
Close the Public Hearing

ATTACHMENTS:

Description	Type
 Storm Lake 3rd Addition Urban Renewal Plan	Backup Material

**STORM LAKE 3RD ADDITION
URBAN RENEWAL PLAN**

for the

**STORM LAKE 3RD ADDITION
URBAN RENEWAL AREA**

STORM LAKE, IOWA

July, 2014

SIMMERING-CORY, INC.

TABLE OF CONTENTS

SECTION

- A. INTRODUCTION
- B. DESCRIPTION OF THE URBAN RENEWAL AREA
- C. DISTRICT DESIGNATION
- D. BASE VALUE
- E. DEVELOPMENT PLAN
- F. RESIDENTIAL DEVELOPMENT
- G. AREA OBJECTIVES
- H. TYPE OF RENEWAL ACTIVITIES
- I. PROPOSED URBAN RENEWAL PROJECTS
- J. FINANCIAL INFORMATION
- K. AGREEMENT TO INCLUDE AGRICULTURAL LAND
- L. URBAN RENEWAL FINANCING
- M. PROPERTY ACQUISITION/DISPOSITION
- N. RELOCATION
- O. STATE AND LOCAL REQUIREMENTS
- P. SEVERABILITY
- Q. URBAN RENEWAL PLAN AMENDMENTS
- R. EFFECTIVE PERIOD

EXHIBITS

- A. LEGAL DESCRIPTION OF AREA
- B & B-1 & B-2. URBAN RENEWAL AREA MAPS
- C. AGREEMENT TO INCLUDE AGRICULTURAL LAND

**Storm Lake 3rd Addition Urban Renewal Plan for the
Storm Lake 3rd Addition Urban Renewal Area
City of Storm Lake, Iowa**

A. INTRODUCTION

The Storm Lake 3rd Addition Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) has been developed to help local officials promote economic development in the City of Storm Lake. The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in Iowa Code Section 403.17(12).

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

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Storm Lake 3rd Addition Urban Renewal Area (“Area” or “Urban Renewal Area”) is described in Exhibit “A” and illustrated in Exhibit “B”, “B-1”, and “B-2.”

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

C. DISTRICT DESIGNATION

With the adoption of this Plan, the City of Storm Lake will designate this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

D. BASE VALUE

If the Storm Lake 3rd Addition Urban Renewal Area is legally established, a TIF ordinance is adopted, and debt is certified prior to December 1, 2014, the taxable valuation within the area covered by the TIF ordinance as of January 1, 2013 will be considered the “base valuation.” If the initial TIF ordinance is not adopted in 2014, and/or if debt is not certified in 2014, the frozen “base value” will be a different year.

E. 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. A number of community-wide forums were held in 2012 as part of the City's comprehensive planning process. In all of the meetings and discussions that occurred at the forums, a lack of housing opportunities emerged as the top issue in the community. The general consensus of those attending the forums included:

- Storm Lake has serious housing issues: a shortage of supply, high rents, and very little for-sale inventory.
- Due to the extreme housing shortage in Storm Lake, neighboring communities provide housing for Storm Lake's workforce.
- Several local industries wrote letters to the City documenting their difficulties in recruiting employees due to their lack of available housing opportunities in the community.

As noted in the City's adopted Comprehensive Plan, "The availability of housing continues to be a concern for the community. Occupancy rates continue to be high."

The goals, objectives, and projects proposed in this Urban Renewal Plan are consistent with the general plan for the municipality as a whole, which is the Storm Lake Comprehensive Plan.

The Storm Lake 3rd Addition Urban Renewal Area is zoned R-1: Low-Density Residential. This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process.

F. RESIDENTIAL DEVELOPMENT

The City's objective for the Storm Lake 3rd Addition Urban Renewal Area is to promote new housing and residential development. There are currently a limited number of housing opportunities in the community.

The City realizes that the availability of housing is an important component of attracting new business and industry as well as retaining existing businesses.

Private enterprise has not met the City's need for construction of new housing because the cost of extending necessary infrastructure, along with increased home construction costs and tighter lending requirements, has made this type of investment more risky and less profitable.

In order to address the housing shortage, the City has purchased 13 acres of property and plans to develop a 24-lot single-family housing subdivision, as well

as a 4 acre storm water detention pond that will serve the development. Two or more of the 24 lots will be donated to Habitat for Humanity of Buena Vista County. Habitat for Humanity will either construct a single-family home on or move a home from another location to each of the two donated lots. These units will be sold or given to individuals or families who meet the Low and Moderate Income (“LMI”) guidelines for Buena Vista County or these units will be deemed affordable to LMI individuals or families in the City’s determination.

The remaining lots will be sold by the City to individual homebuyers or homebuilders willing to construct single-family homes. The City may enter into an agreement with one or more local real estate brokers to market the lots for sale. The City will comply with Iowa Code Section 403.8 as part of the sale of any lot or lots.

When a City utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs which are limited to reimbursement of “public improvement” costs as defined by Iowa law) must be used to provide assistance to LMI families. LMI families are those whose incomes do not exceed 80% of the median Buena Vista County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the percentage of incremental revenues used to provide LMI assistance must be at least equal to the percentage of LMI families living in Buena Vista County. That percentage is currently 42.4%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following three options:

- Providing that at least 42.4% of the units constructed in the Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;
- Setting aside 42.4% of the project costs for LMI housing activities anywhere in the City; and
- Ensuring that 42.4% of the houses constructed within the Area are priced at amounts affordable to LMI families.

For example, it is expected that at least two of the 24 homes in the Area will be occupied by individuals or families who meet the LMI guidelines for Buena Vista County. The presence of these two LMI affordable homes represents 8.3% of the total available housing lots in the Area. Even if no additional LMI affordable

homes are built in the Area, the City will be able to reduce the amount of incremental funds set-aside for LMI assistance from 42.4% to 34.1%.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for low and moderate income family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Downpayment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

G. AREA OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Area.

More specific objectives for development within the Storm Lake 3rd Addition Urban Renewal Area are as follows:

1. To alleviate a shortage of housing and support employment opportunities, and to assist and retain local industries and commercial enterprises to strengthen and revitalize the economy of the State of Iowa and the City of Storm Lake.
2. To stimulate through public action and commitment, private investment in new housing and residential development.

3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing street, water, sanitary sewer, storm water drainage, gas and electric utilities, street lighting, recreational, and other public improvements in support of new housing development.
5. To provide a more marketable and attractive investment climate.
6. To improve the housing conditions and housing opportunities, particularly for LMI income families and/or individuals.

H. TYPES OF RENEWAL ACTIVITIES

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

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction of infrastructure including streets, water mains, sanitary sewer, storm water drainage, gas and electric utilities, street lighting, recreational or other public improvements in connection with urban renewal projects.
3. To finance programs that will directly benefit housing conditions and promote the availability of affordable housing, particularly to LMI persons and/or families, in the community.
4. To make loans, grants or rebates to private persons to promote LMI housing projects on such terms as may be determined by the City Council.
5. To borrow money and to provide security therefor.
6. To make or have made surveys and plans necessary for the implementation of the urban renewal program or specific urban renewal projects.
7. To use tax increment financing for a number of objectives, including but not limited to, achieving a more marketable and competitive land

offering price and providing for necessary physical improvements and infrastructure.

8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Storm Lake and the State of Iowa.

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

I. PROPOSED URBAN RENEWAL PROJECTS

The proposed urban renewal projects involve public improvements necessary to develop a new 24-lot residential subdivision. Specifically, these improvements include the extension of City streets and infrastructure as well as the construction of a storm water detention pond, walking trails, and a park.

Unless LMI housing is available in the new subdivision, (either housing affordable to or occupied by LMI persons) the City will set aside a minimum of 42.4% of the incremental taxes generated by the project (up to a maximum of the developer's certified costs of public improvements) into an LMI set-aside fund and use those funds to support LMI housing anywhere in the community. The remaining incremental taxes will be available for debt retirement on the City's general obligation bond for the construction of public improvements within the Area that relate to housing. If LMI affordable housing is constructed within the Area, such housing can reduce the LMI set-aside fund. The proposed urban renewal projects in this Plan include:

1) Public Improvements:

Project	Estimated Date	Not to Exceed Cost	Rationale
The extension of East 13 th Street approximately 1,450 feet, Oneida Street approximately 400 feet using pervious pavers, and Magnolia Lane approximately 550 feet using pervious pavers.	2014-2018	\$800,000	New subdivision will need streets extended to provide access to platted lots. Pervious pavers will aid in controlling storm water that has been an issue within the area.

Project	Estimated Date	Not to Exceed Cost	Rationale
The extension of City water, sanitary sewer, and storm water drainage systems along East 13 th Street approximately 1,450 feet, Oneida Street approximately 400 feet, and Magnolia Lane approximately 500 feet.	2014-2018	\$700,000	City water and sanitary sewer services, as well as a storm water drainage system, are needed as part of development of the subdivision.
Extension of gas and electrical lines to provide service to the development.	2014-2018	\$75,000	Gas and electric services are needed as part of development of the subdivision.
Construction of public park at the end of Magnolia Lane.	2015-2017	\$75,000	Development of a park in the new subdivision will serve as an additional amenity to the residents of the area.
Construction of public trail around a four-acre storm water pond and along an old railroad right-of-way.	2016-2020	\$400,000	Public trail will add a recreational benefit to all residents within the area as well as provide a future connection to other trails within the City.
Total		Not to Exceed Cost \$2,050,000 (Plus financing costs of the public improvements)	

2) Planning, engineering fees, (for urban renewal plans) attorney fees, other related costs to support urban renewal projects and planning:

Project	Date	Estimated Cost
Fees and costs	Undetermined	Not to Exceed \$30,000

J. FINANCIAL INFORMATION

1.	July 1, 2013 constitutional debt limit:	\$22,430,601
2.	Outstanding general obligation debt:	\$17,994,481
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Proposed Urban Renewal Projects, as identified in this Plan, has not yet been determined. This document is for planning purposes. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Urban Renewal Projects as described above will be approximately as follows:	\$2,080,000 (Plus financing costs of the public improvements)

K. AGREEMENT TO INCLUDE AGRICULTURAL LAND

Because some of the area being added to the Storm Lake 3rd Addition Urban Renewal Area contains land that is defined as "agricultural land" by Iowa Code Section 403.17(3), the City and property owner have entered into an agreement in which the property owner agrees to allow the City to include real property defined as "Agricultural Land" in the Urban Renewal Area. A copy of the agreement is attached as Exhibit "C." The original signed agreement is on file at City Hall.

L. URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

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

B. General Obligation Bonds.

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

The City may also determine to use tax increment financing to provide incentives in connection with residential development.

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

M. PROPERTY ACQUISITION/DISPOSITION

Other than easements and public right-of-ways, no property acquisition by the City is anticipated at this time. However, if property acquisition/disposition becomes necessary to accomplish the objectives of the Plan, urban renewal powers will be carried out, without limitation, in accordance with the State of Iowa Urban Renewal Law.

N. RELOCATION

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

O. STATE AND LOCAL REQUIREMENTS

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

P. SEVERABILITY

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

Q. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Area Plan may be amended from time to time for a number of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

R. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to the property included within the Storm Lake 3rd Addition Urban Renewal Area, which is also included in an ordinance which designates that

property as a tax increment area and is designated based on an economic development finding, to provide or to assist in the provision of a new housing and residential development, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Storm Lake 3rd Addition Urban Renewal Area.

With consent of all other affected taxing bodies (by written agreement), the use of incremental property tax revenues under Iowa Code Section 403.19 can be extended for up to 5 years if necessary to adequately fund the housing project. The City may decide to seek such consent.

It is also anticipated that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants.

- o For TIF ordinances on the Area, the frozen base for the parcels within TIF ordinance is set as of January 1 of the calendar year before the debt is first certified on the parcel(s) within TIF ordinance.
- o Each TIF ordinance could have separate expiration dates depending on when debt is first certified related to the respective TIF ordinance. The expiration date will be 10 years from the calendar year following the calendar year in which the City first certifies debt pursuant to the particular TIF ordinance on the Area.
- o For example, if one of the TIF ordinances on an Area parcel(s) is both adopted and first certified in 2014; then the frozen base of the parcel(s) in the TIF ordinance is established as of 1/1/2013 and fiscal year 2025-2026 is the last year (expiration date) that Tax Increment can be collected on that particular TIF ordinance.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out under the Storm Lake 3rd Addition Urban Renewal Plan shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A
LEGAL DESCRIPTION
STORM LAKE 3RD ADDITION URBAN RENEWAL AREA:

A part of the E ½ of the NE ¼ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE ¼ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE ¼) a distance of 150.00 Feet to the place of beginning.

A part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE ¼) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE ¼ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE ¼ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE ¼ a distance of 1,126.20 Feet to the point of beginning.

and

Lot Eight (8), Block One (1) in Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa.

and

A strip of land 100 feet wide formerly called the Chicago, Milwaukee, St. Paul and Pacific Railroad Right-Of-Way with the center line being the North And South Quarter Section of the NE¼ SE¼ and NW¼ SE¼ of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M., Beginning at the Northeast (NE) Corner of Lot One (1), Block One (1), North Windsor Addition; thence one-hundred (100) feet East to the Northwest

Corner of Lot One (1), Block One (1) of Maywood Second Addition; thence South Twelve Hundred Eighty-seven and Ten Hundredths (1287.10) feet along the East right-of-way line of said Railroad to the Southwest Corner of Lot Eight (8), Block Three (3), Maywood First Addition; thence Southwesterly to the Southeast Corner of Lot Twenty-one (21), Block One (1) North Windsor Addition; thence Twelve Hundred Ninety-five and Twenty-eight Hundredths (1295.28) feet North along the West right-of-way line of said Railroad to the point of beginning, in the City of Storm Lake, Buena Vista County, Iowa

and

A section of the East 13th Street right of way including: a part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence West along the South right of way line of East 13th Street to the point that it intersects with the East right of way line of North Seneca Street; thence North along the East right of way line of North Seneca Street to the point that it intersects with the North right of way line of East 13th Street; thence East along the North right of way line of East 13th Street to the point of beginning.

Storm Lake 3rd Addition Urban Renewal Area



Storm Lake 3rd Addition Urban Renewal Area

Storm Lake 3rd Addition Preliminary Plat



Storm Lake 3rd Addition Urban Renewal Area

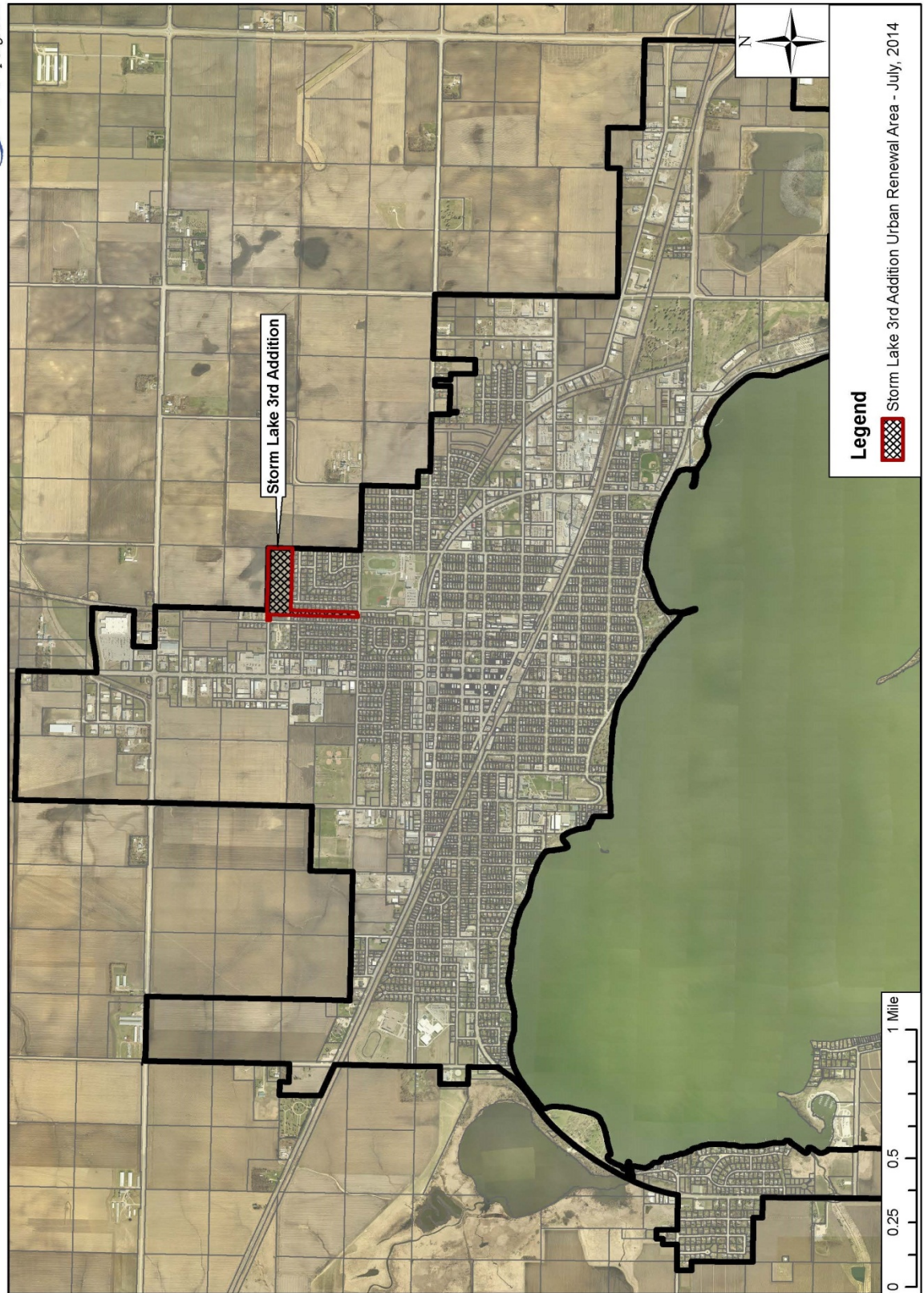


EXHIBIT "C"

AGRICULTURAL LAND CONSENT

**AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE
STORM LAKE 3RD ADDITION URBAN RENEWAL AREA**

WHEREAS, the City of Storm Lake, Iowa, (the "City") has proposed to establish the Storm Lake Storm Lake 3rd Addition Urban Renewal Plan ("Plan") for the Storm Lake 3rd Addition Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of land included in the Urban Renewal Area will contain certain property owned by the undersigned Agricultural Land Owner; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that a portion of the property located within the Urban Renewal Area and owned by the Agricultural Land Owner listed below meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain property within the proposed Urban Renewal Area and agrees that the City of Storm Lake, Iowa, may include such property within the Urban Renewal Area. A map of the Urban Renewal Area is attached as part of this Exhibit.

2. The Agricultural Land Owner further authorizes the governing body of the City of Storm Lake, Iowa, to pass any resolution or ordinance necessary to designate property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this ____ day of _____, 2014.

Name of Agricultural Land Owner: City of Storm Lake

1) Signature: _____ Date: _____

Witness: _____

2) Approved by the Storm Lake City Council on the ____ day of _____, 2014.

Mayor

Storm Lake 3rd Addition Urban Renewal Area



Staff Summary

7/21/2014
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: Emily Haselhoff, Planning Coordinator

SUBJECT: **Resolution No. 15-R-2014-2015 Adopting The Storm Lake 3rd Addition Urban Renewal Plan**

BACKGROUND: The City of Storm Lake has chosen to develop a residential subdivision to help with Storm Lake's housing shortage. In order to help recoup the cost of the infrastructure, the City has been working to create an Urban Renewal Area over the subdivision location as well as the adjacent right-of-ways. The Storm Lake 3rd Addition Urban Renewal Plan is attached to this staff summary.

The resolution attached to this staff summary will adopt the Storm Lake 3rd Addition Urban Renewal Plan. Previously a resolution from the June 16, 2014 City Council meeting set a public hearing which was just held prior to this agenda item. The public hearing allowed the citizens of Storm Lake to voice their comments for or against the Urban Renewal Plan prior to this agenda item.

The Consultation Session was held on June 24, 2014 at 10:00 am to meet with Buena Vista County and the Storm Lake School District. Following the Consultation Session, the taxing entities had seven days in which to provide a written recommendation regarding the Storm Lake 3rd Addition Urban Renewal Plan to the City of Storm Lake. The City of Storm Lake has received no comments from either of the taxing entities.

This Urban Renewal Area will allow the City to create Tax Increment Financing (TIF) Districts as lots get developed within the subdivision. The tax increments generated can be used to fund the infrastructure that would be needed for the new subdivision.

FISCAL IMPACT: The entire process of completing the Urban Renewal Area and Plan will cost approximately \$30,000.

RECOMMENDATION: Adopt Resolution No. 15-R-2014-2015

ATTACHMENTS:

Description

Type

☐	Storm Lake 3rd Addition Urban Renewal Plan	Backup Material
☐	P&Z Action Taken	Backup Material
☐	Resolution No. 15-R-2014-2015	Resolution
☐	Minutes - Consultation Session	Backup Material

**STORM LAKE 3RD ADDITION
URBAN RENEWAL PLAN**

for the

**STORM LAKE 3RD ADDITION
URBAN RENEWAL AREA**

STORM LAKE, IOWA

July, 2014

SIMMERING-CORY, INC.

TABLE OF CONTENTS

SECTION

- A. INTRODUCTION
- B. DESCRIPTION OF THE URBAN RENEWAL AREA
- C. DISTRICT DESIGNATION
- D. BASE VALUE
- E. DEVELOPMENT PLAN
- F. RESIDENTIAL DEVELOPMENT
- G. AREA OBJECTIVES
- H. TYPE OF RENEWAL ACTIVITIES
- I. PROPOSED URBAN RENEWAL PROJECTS
- J. FINANCIAL INFORMATION
- K. AGREEMENT TO INCLUDE AGRICULTURAL LAND
- L. URBAN RENEWAL FINANCING
- M. PROPERTY ACQUISITION/DISPOSITION
- N. RELOCATION
- O. STATE AND LOCAL REQUIREMENTS
- P. SEVERABILITY
- Q. URBAN RENEWAL PLAN AMENDMENTS
- R. EFFECTIVE PERIOD

EXHIBITS

- A. LEGAL DESCRIPTION OF AREA
- B & B-1 & B-2. URBAN RENEWAL AREA MAPS
- C. AGREEMENT TO INCLUDE AGRICULTURAL LAND

**Storm Lake 3rd Addition Urban Renewal Plan for the
Storm Lake 3rd Addition Urban Renewal Area
City of Storm Lake, Iowa**

A. INTRODUCTION

The Storm Lake 3rd Addition Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) has been developed to help local officials promote economic development in the City of Storm Lake. The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in Iowa Code Section 403.17(12).

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

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Storm Lake 3rd Addition Urban Renewal Area (“Area” or “Urban Renewal Area”) is described in Exhibit “A” and illustrated in Exhibit “B”, “B-1”, and “B-2.”

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

C. DISTRICT DESIGNATION

With the adoption of this Plan, the City of Storm Lake will designate this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

D. BASE VALUE

If the Storm Lake 3rd Addition Urban Renewal Area is legally established, a TIF ordinance is adopted, and debt is certified prior to December 1, 2014, the taxable valuation within the area covered by the TIF ordinance as of January 1, 2013 will be considered the “base valuation.” If the initial TIF ordinance is not adopted in 2014, and/or if debt is not certified in 2014, the frozen “base value” will be a different year.

E. 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. A number of community-wide forums were held in 2012 as part of the City's comprehensive planning process. In all of the meetings and discussions that occurred at the forums, a lack of housing opportunities emerged as the top issue in the community. The general consensus of those attending the forums included:

- Storm Lake has serious housing issues: a shortage of supply, high rents, and very little for-sale inventory.
- Due to the extreme housing shortage in Storm Lake, neighboring communities provide housing for Storm Lake's workforce.
- Several local industries wrote letters to the City documenting their difficulties in recruiting employees due to their lack of available housing opportunities in the community.

As noted in the City's adopted Comprehensive Plan, "The availability of housing continues to be a concern for the community. Occupancy rates continue to be high."

The goals, objectives, and projects proposed in this Urban Renewal Plan are consistent with the general plan for the municipality as a whole, which is the Storm Lake Comprehensive Plan.

The Storm Lake 3rd Addition Urban Renewal Area is zoned R-1: Low-Density Residential. This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process.

F. RESIDENTIAL DEVELOPMENT

The City's objective for the Storm Lake 3rd Addition Urban Renewal Area is to promote new housing and residential development. There are currently a limited number of housing opportunities in the community.

The City realizes that the availability of housing is an important component of attracting new business and industry as well as retaining existing businesses.

Private enterprise has not met the City's need for construction of new housing because the cost of extending necessary infrastructure, along with increased home construction costs and tighter lending requirements, has made this type of investment more risky and less profitable.

In order to address the housing shortage, the City has purchased 13 acres of property and plans to develop a 24-lot single-family housing subdivision, as well

as a 4 acre storm water detention pond that will serve the development. Two or more of the 24 lots will be donated to Habitat for Humanity of Buena Vista County. Habitat for Humanity will either construct a single-family home on or move a home from another location to each of the two donated lots. These units will be sold or given to individuals or families who meet the Low and Moderate Income (“LMI”) guidelines for Buena Vista County or these units will be deemed affordable to LMI individuals or families in the City’s determination.

The remaining lots will be sold by the City to individual homebuyers or homebuilders willing to construct single-family homes. The City may enter into an agreement with one or more local real estate brokers to market the lots for sale. The City will comply with Iowa Code Section 403.8 as part of the sale of any lot or lots.

When a City utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs which are limited to reimbursement of “public improvement” costs as defined by Iowa law) must be used to provide assistance to LMI families. LMI families are those whose incomes do not exceed 80% of the median Buena Vista County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the percentage of incremental revenues used to provide LMI assistance must be at least equal to the percentage of LMI families living in Buena Vista County. That percentage is currently 42.4%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following three options:

- Providing that at least 42.4% of the units constructed in the Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;
- Setting aside 42.4% of the project costs for LMI housing activities anywhere in the City; and
- Ensuring that 42.4% of the houses constructed within the Area are priced at amounts affordable to LMI families.

For example, it is expected that at least two of the 24 homes in the Area will be occupied by individuals or families who meet the LMI guidelines for Buena Vista County. The presence of these two LMI affordable homes represents 8.3% of the total available housing lots in the Area. Even if no additional LMI affordable

homes are built in the Area, the City will be able to reduce the amount of incremental funds set-aside for LMI assistance from 42.4% to 34.1%.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for low and moderate income family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
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Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Area.

More specific objectives for development within the Storm Lake 3rd Addition Urban Renewal Area are as follows:

1. To alleviate a shortage of housing and support employment opportunities, and to assist and retain local industries and commercial enterprises to strengthen and revitalize the economy of the State of Iowa and the City of Storm Lake.
2. To stimulate through public action and commitment, private investment in new housing and residential development.

3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing street, water, sanitary sewer, storm water drainage, gas and electric utilities, street lighting, recreational, and other public improvements in support of new housing development.
5. To provide a more marketable and attractive investment climate.
6. To improve the housing conditions and housing opportunities, particularly for LMI income families and/or individuals.

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

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2. To arrange for or cause to be provided the construction of infrastructure including streets, water mains, sanitary sewer, storm water drainage, gas and electric utilities, street lighting, recreational or other public improvements in connection with urban renewal projects.
3. To finance programs that will directly benefit housing conditions and promote the availability of affordable housing, particularly to LMI persons and/or families, in the community.
4. To make loans, grants or rebates to private persons to promote LMI housing projects on such terms as may be determined by the City Council.
5. To borrow money and to provide security therefor.
6. To make or have made surveys and plans necessary for the implementation of the urban renewal program or specific urban renewal projects.
7. To use tax increment financing for a number of objectives, including but not limited to, achieving a more marketable and competitive land

offering price and providing for necessary physical improvements and infrastructure.

8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Storm Lake and the State of Iowa.

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

I. PROPOSED URBAN RENEWAL PROJECTS

The proposed urban renewal projects involve public improvements necessary to develop a new 24-lot residential subdivision. Specifically, these improvements include the extension of City streets and infrastructure as well as the construction of a storm water detention pond, walking trails, and a park.

Unless LMI housing is available in the new subdivision, (either housing affordable to or occupied by LMI persons) the City will set aside a minimum of 42.4% of the incremental taxes generated by the project (up to a maximum of the developer's certified costs of public improvements) into an LMI set-aside fund and use those funds to support LMI housing anywhere in the community. The remaining incremental taxes will be available for debt retirement on the City's general obligation bond for the construction of public improvements within the Area that relate to housing. If LMI affordable housing is constructed within the Area, such housing can reduce the LMI set-aside fund. The proposed urban renewal projects in this Plan include:

1) Public Improvements:

Project	Estimated Date	Not to Exceed Cost	Rationale
The extension of East 13 th Street approximately 1,450 feet, Oneida Street approximately 400 feet using pervious pavers, and Magnolia Lane approximately 550 feet using pervious pavers.	2014-2018	\$800,000	New subdivision will need streets extended to provide access to platted lots. Pervious pavers will aid in controlling storm water that has been an issue within the area.

Project	Estimated Date	Not to Exceed Cost	Rationale
The extension of City water, sanitary sewer, and storm water drainage systems along East 13 th Street approximately 1,450 feet, Oneida Street approximately 400 feet, and Magnolia Lane approximately 500 feet.	2014-2018	\$700,000	City water and sanitary sewer services, as well as a storm water drainage system, are needed as part of development of the subdivision.
Extension of gas and electrical lines to provide service to the development.	2014-2018	\$75,000	Gas and electric services are needed as part of development of the subdivision.
Construction of public park at the end of Magnolia Lane.	2015-2017	\$75,000	Development of a park in the new subdivision will serve as an additional amenity to the residents of the area.
Construction of public trail around a four-acre storm water pond and along an old railroad right-of-way.	2016-2020	\$400,000	Public trail will add a recreational benefit to all residents within the area as well as provide a future connection to other trails within the City.
Total		Not to Exceed Cost \$2,050,000 (Plus financing costs of the public improvements)	

2) Planning, engineering fees, (for urban renewal plans) attorney fees, other related costs to support urban renewal projects and planning:

Project	Date	Estimated Cost
Fees and costs	Undetermined	Not to Exceed \$30,000

J. FINANCIAL INFORMATION

1.	July 1, 2013 constitutional debt limit:	\$22,430,601
2.	Outstanding general obligation debt:	\$17,994,481
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Proposed Urban Renewal Projects, as identified in this Plan, has not yet been determined. This document is for planning purposes. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Urban Renewal Projects as described above will be approximately as follows:	\$2,080,000 (Plus financing costs of the public improvements)

K. AGREEMENT TO INCLUDE AGRICULTURAL LAND

Because some of the area being added to the Storm Lake 3rd Addition Urban Renewal Area contains land that is defined as "agricultural land" by Iowa Code Section 403.17(3), the City and property owner have entered into an agreement in which the property owner agrees to allow the City to include real property defined as "Agricultural Land" in the Urban Renewal Area. A copy of the agreement is attached as Exhibit "C." The original signed agreement is on file at City Hall.

L. URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

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

B. General Obligation Bonds.

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

The City may also determine to use tax increment financing to provide incentives in connection with residential development.

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

M. PROPERTY ACQUISITION/DISPOSITION

Other than easements and public right-of-ways, no property acquisition by the City is anticipated at this time. However, if property acquisition/disposition becomes necessary to accomplish the objectives of the Plan, urban renewal powers will be carried out, without limitation, in accordance with the State of Iowa Urban Renewal Law.

N. RELOCATION

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

O. STATE AND LOCAL REQUIREMENTS

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

P. SEVERABILITY

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

Q. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Area Plan may be amended from time to time for a number of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

R. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to the property included within the Storm Lake 3rd Addition Urban Renewal Area, which is also included in an ordinance which designates that

property as a tax increment area and is designated based on an economic development finding, to provide or to assist in the provision of a new housing and residential development, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Storm Lake 3rd Addition Urban Renewal Area.

With consent of all other affected taxing bodies (by written agreement), the use of incremental property tax revenues under Iowa Code Section 403.19 can be extended for up to 5 years if necessary to adequately fund the housing project. The City may decide to seek such consent.

It is also anticipated that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants.

- o For TIF ordinances on the Area, the frozen base for the parcels within TIF ordinance is set as of January 1 of the calendar year before the debt is first certified on the parcel(s) within TIF ordinance.
- o Each TIF ordinance could have separate expiration dates depending on when debt is first certified related to the respective TIF ordinance. The expiration date will be 10 years from the calendar year following the calendar year in which the City first certifies debt pursuant to the particular TIF ordinance on the Area.
- o For example, if one of the TIF ordinances on an Area parcel(s) is both adopted and first certified in 2014; then the frozen base of the parcel(s) in the TIF ordinance is established as of 1/1/2013 and fiscal year 2025-2026 is the last year (expiration date) that Tax Increment can be collected on that particular TIF ordinance.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out under the Storm Lake 3rd Addition Urban Renewal Plan shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A
LEGAL DESCRIPTION
STORM LAKE 3RD ADDITION URBAN RENEWAL AREA:

A part of the E ½ of the NE ¼ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE ¼ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE ¼) a distance of 150.00 Feet to the place of beginning.

A part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE ¼) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE ¼ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE ¼ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE ¼ a distance of 1,126.20 Feet to the point of beginning.

and

Lot Eight (8), Block One (1) in Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa.

and

A strip of land 100 feet wide formerly called the Chicago, Milwaukee, St. Paul and Pacific Railroad Right-Of-Way with the center line being the North And South Quarter Section of the NE¼ SE¼ and NW¼ SE¼ of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M., Beginning at the Northeast (NE) Corner of Lot One (1), Block One (1), North Windsor Addition; thence one-hundred (100) feet East to the Northwest

Corner of Lot One (1), Block One (1) of Maywood Second Addition; thence South Twelve Hundred Eighty-seven and Ten Hundredths (1287.10) feet along the East right-of-way line of said Railroad to the Southwest Corner of Lot Eight (8), Block Three (3), Maywood First Addition; thence Southwesterly to the Southeast Corner of Lot Twenty-one (21), Block One (1) North Windsor Addition; thence Twelve Hundred Ninety-five and Twenty-eight Hundredths (1295.28) feet North along the West right-of-way line of said Railroad to the point of beginning, in the City of Storm Lake, Buena Vista County, Iowa

and

A section of the East 13th Street right of way including: a part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence West along the South right of way line of East 13th Street to the point that it intersects with the East right of way line of North Seneca Street; thence North along the East right of way line of North Seneca Street to the point that it intersects with the North right of way line of East 13th Street; thence East along the North right of way line of East 13th Street to the point of beginning.

Storm Lake 3rd Addition Urban Renewal Area



Storm Lake 3rd Addition Urban Renewal Area

EXHIBIT B

Storm Lake 3rd Addition Preliminary Plat



Storm Lake 3rd Addition Urban Renewal Area

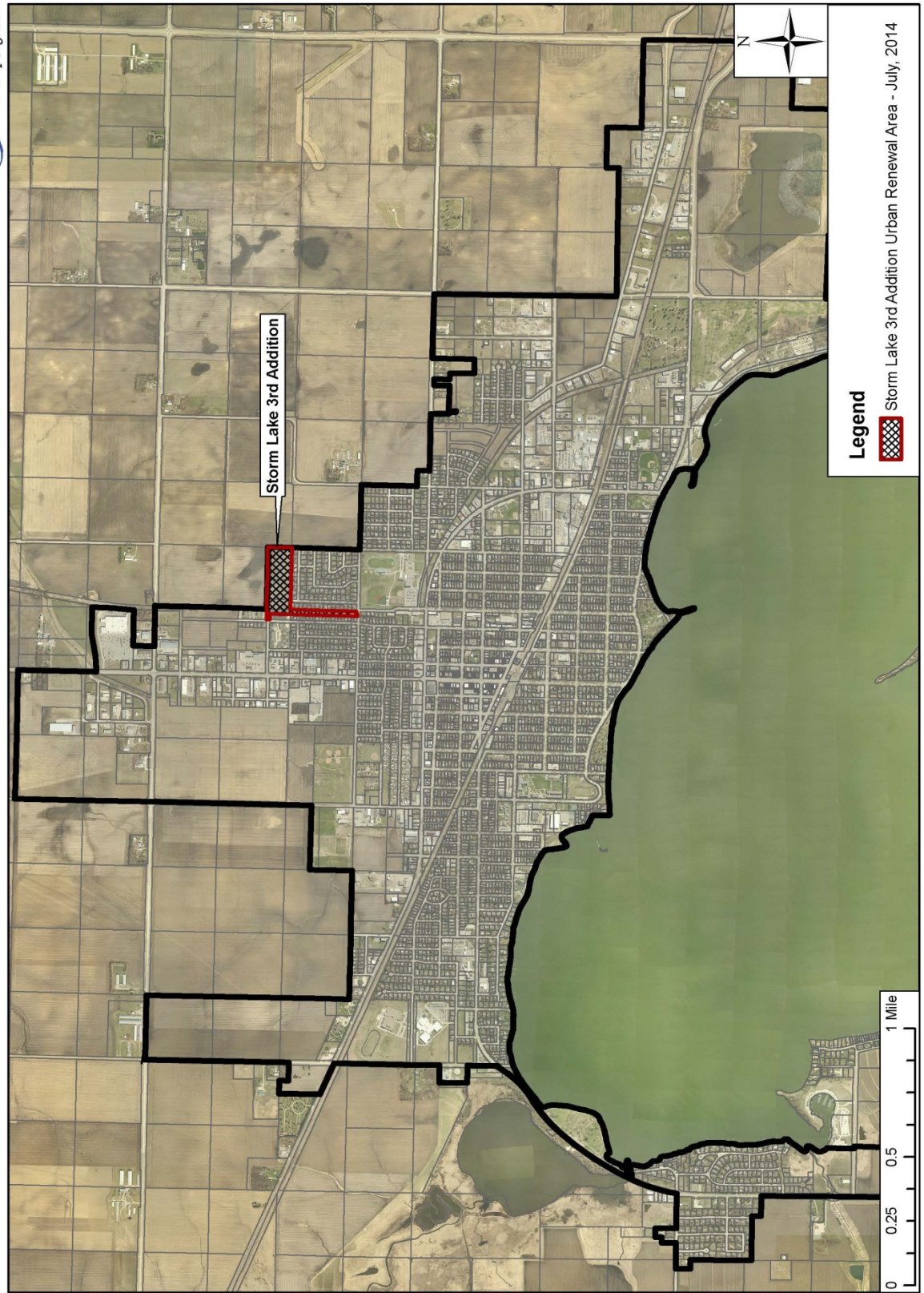


EXHIBIT "C"

AGRICULTURAL LAND CONSENT

**AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE
STORM LAKE 3RD ADDITION URBAN RENEWAL AREA**

WHEREAS, the City of Storm Lake, Iowa, (the "City") has proposed to establish the Storm Lake Storm Lake 3rd Addition Urban Renewal Plan ("Plan") for the Storm Lake 3rd Addition Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of land included in the Urban Renewal Area will contain certain property owned by the undersigned Agricultural Land Owner; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that a portion of the property located within the Urban Renewal Area and owned by the Agricultural Land Owner listed below meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain property within the proposed Urban Renewal Area and agrees that the City of Storm Lake, Iowa, may include such property within the Urban Renewal Area. A map of the Urban Renewal Area is attached as part of this Exhibit.

2. The Agricultural Land Owner further authorizes the governing body of the City of Storm Lake, Iowa, to pass any resolution or ordinance necessary to designate property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this ____ day of _____, 2014.

Name of Agricultural Land Owner: City of Storm Lake

1) Signature: _____ Date: _____

Witness: _____

2) Approved by the Storm Lake City Council on the ____ day of _____, 2014.

Mayor

Storm Lake 3rd Addition Urban Renewal Area



ACTION TAKEN ON URBAN RENEWAL PLAN

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION



Date: June 30, 2014

Application: Storm Lake 3rd Addition Urban Renewal Plan

Applicant: City of Storm Lake

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

The Planning and Zoning Commission has reviewed the foregoing application and hereby recommends to the City Council that the request be:

X Approved _____ Denied

Reason for approval or denial: (list complete data) The proposed Plan is in
conformity with the City's Comprehensive Plan, our general
plan for the development of the City as a whole.

Acted upon this 30th day of June, 2014.

Signed: _____

Chairman

Attest: _____

Secretary

The City Council has reviewed the foregoing application and recommendations and hereby
_____ Approves _____ Denies the request.

Dated this _____ day of _____, 2014.

Signed: _____

Mayor

Attest: _____

City Clerk

RESOLUTION NO. 15-R-2014-2015

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE STORM LAKE 3RD ADDITION URBAN RENEWAL PLAN

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

WHEREAS, a proposed Storm Lake 3rd Addition Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Storm Lake 3rd Addition Urban Renewal Area ("Urban Renewal Area" or "Area") described below has been prepared, which proposed Plan is on file in the office of the City Clerk and which is incorporated herein by reference; and

WHEREAS, this proposed Storm Lake 3rd Addition Urban Renewal Area includes and consists of:

STORM LAKE 3RD ADDITION URBAN RENEWAL AREA:

A part of the E ½ of the NE ¼ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE ¼ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE ¼) a distance of 150.00 Feet to the place of beginning.

A part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE ¼) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE ¼ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's

Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE ¼ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE ¼ a distance of 1,126.20 Feet to the point of beginning.

and

Lot Eight (8), Block One (1) in Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa.

and

A strip of land 100 feet wide formerly called the Chicago, Milwaukee, St. Paul and Pacific Railroad Right-Of-Way with the center line being the North And South Quarter Section of the NE¼ SE¼ and NW¼ SE¼ of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M., Beginning at the Northeast (NE) Corner of Lot One (1), Block One (1), North Windsor Addition; thence one-hundred (100) feet East to the Northwest Corner of Lot One (1), Block One (1) of Maywood Second Addition; thence South Twelve Hundred Eighty-seven and Ten Hundredths (1287.10) feet along the East right-of-way line of said Railroad to the Southwest Corner of Lot Eight (8), Block Three (3), Maywood First Addition; thence Southwesterly to the Southeast Corner of Lot Twenty-one (21), Block One (1) North Windsor Addition; thence Twelve Hundred Ninety-five and Twenty-eight Hundredths (1295.28) feet North along the West right-of-way line of said Railroad to the point of beginning, in the City of Storm Lake, Buena Vista County, Iowa

and

A section of the East 13th Street right of way including: a part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence West along the South right of way line of East 13th Street to the point that it intersects with the East right of way line of North Seneca Street; thence North along the East right of way line of North Seneca Street to the point that it intersects with the North right of way line of East 13th Street; thence East along the North right of way line of East 13th Street to the point of beginning.

WHEREAS, the proposed Urban Renewal Area includes land classified as agricultural land and written permission of the current owners has been obtained; and

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Storm Lake 3rd Addition Urban Renewal Plan"; and

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

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

WHEREAS, by resolution adopted on June 16, 2014, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

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

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

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

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

Section 1. That the findings and conclusions set forth or contained in the proposed "Storm Lake 3rd Addition Urban Renewal Plan" for the area of the City of Storm Lake, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which

area shall hereinafter be known as the "Storm Lake 3rd Addition Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Council for this area.

Section 2. This Council further finds:

A. Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Storm Lake 3rd Addition Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

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

C. Acquisition by the City is expected and as to those areas of open land to be acquired by the City included within the Storm Lake 3rd Addition Urban Renewal Area:

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

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

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

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

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

2. Non-residential use is not expected, however, with reference to any portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

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

Section 4. That the Storm Lake 3rd Addition Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Storm Lake 3rd Addition Urban Renewal Plan for the Storm Lake 3rd Addition Urban Renewal Area"; the Storm Lake 3rd Addition Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the Storm Lake 3rd Addition Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the original Storm Lake 3rd Addition Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said Storm Lake 3rd Addition Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Buena Vista County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 21st day of July, 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Exhibit 1

**STORM LAKE 3RD ADDITION
URBAN RENEWAL PLAN**

for the

**STORM LAKE 3RD ADDITION
URBAN RENEWAL AREA**

STORM LAKE, IOWA

July, 2014

SIMMERING-CORY, INC.

TABLE OF CONTENTS

SECTION

- A. INTRODUCTION
- B. DESCRIPTION OF THE URBAN RENEWAL AREA
- C. DISTRICT DESIGNATION
- D. BASE VALUE
- E. DEVELOPMENT PLAN
- F. RESIDENTIAL DEVELOPMENT
- G. AREA OBJECTIVES
- H. TYPE OF RENEWAL ACTIVITIES
- I. PROPOSED URBAN RENEWAL PROJECTS
- J. FINANCIAL INFORMATION
- K. AGREEMENT TO INCLUDE AGRICULTURAL LAND
- L. URBAN RENEWAL FINANCING
- M. PROPERTY ACQUISITION/DISPOSITION
- N. RELOCATION
- O. STATE AND LOCAL REQUIREMENTS
- P. SEVERABILITY
- Q. URBAN RENEWAL PLAN AMENDMENTS
- R. EFFECTIVE PERIOD

EXHIBITS

- A. LEGAL DESCRIPTION OF AREA
- B & B-1 & B-2. URBAN RENEWAL AREA MAPS
- C. AGREEMENT TO INCLUDE AGRICULTURAL LAND

Storm Lake 3rd Addition Urban Renewal Plan for the Storm Lake 3rd Addition Urban Renewal Area City of Storm Lake, Iowa

A. INTRODUCTION

The Storm Lake 3rd Addition Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) has been developed to help local officials promote economic development in the City of Storm Lake. The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in Iowa Code Section 403.17(12).

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

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Storm Lake 3rd Addition Urban Renewal Area (“Area” or “Urban Renewal Area”) is described in Exhibit “A” and illustrated in Exhibit “B”, “B-1”, and “B-2.”

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

C. DISTRICT DESIGNATION

With the adoption of this Plan, the City of Storm Lake will designate this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

D. BASE VALUE

If the Storm Lake 3rd Addition Urban Renewal Area is legally established, a TIF ordinance is adopted, and debt is certified prior to December 1, 2014, the taxable valuation within the area covered by the TIF ordinance as of January 1, 2013 will be considered the “base valuation.” If the initial TIF ordinance is not adopted in 2014, and/or if debt is not certified in 2014, the frozen “base value” will be a different year.

E. 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. A number of community-wide forums were held in 2012 as part of the City’s comprehensive

planning process. In all of the meetings and discussions that occurred at the forums, a lack of housing opportunities emerged as the top issue in the community. The general consensus of those attending the forums included:

- Storm Lake has serious housing issues: a shortage of supply, high rents, and very little for-sale inventory.
- Due to the extreme housing shortage in Storm Lake, neighboring communities provide housing for Storm Lake's workforce.
- Several local industries wrote letters to the City documenting their difficulties in recruiting employees due to their lack of available housing opportunities in the community.

As noted in the City's adopted Comprehensive Plan, "The availability of housing continues to be a concern for the community. Occupancy rates continue to be high."

The goals, objectives, and projects proposed in this Urban Renewal Plan are consistent with the general plan for the municipality as a whole, which is the Storm Lake Comprehensive Plan.

The Storm Lake 3rd Addition Urban Renewal Area is zoned R-1: Low-Density Residential. This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process.

F. RESIDENTIAL DEVELOPMENT

The City's objective for the Storm Lake 3rd Addition Urban Renewal Area is to promote new housing and residential development. There are currently a limited number of housing opportunities in the community.

The City realizes that the availability of housing is an important component of attracting new business and industry as well as retaining existing businesses.

Private enterprise has not met the City's need for construction of new housing because the cost of extending necessary infrastructure, along with increased home construction costs and tighter lending requirements, has made this type of investment more risky and less profitable.

In order to address the housing shortage, the City has purchased 13 acres of property and plans to develop a 24-lot single-family housing subdivision, as well as a 4 acre storm water detention pond that will serve the development. Two or more of the 24 lots will be donated to Habitat for Humanity of Buena Vista County. Habitat for Humanity will either construct a single-family home on or move a home from another location to each of the two donated lots. These units will be sold or given to individuals or families who meet the Low and Moderate Income ("LMI") guidelines for Buena Vista County or these units will be deemed affordable to LMI individuals or families in the City's determination.

The remaining lots will be sold by the City to individual homebuyers or homebuilders willing to construct single-family homes. The City may enter into an agreement with one or more local

real estate brokers to market the lots for sale. The City will comply with Iowa Code Section 403.8 as part of the sale of any lot or lots.

When a City utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs which are limited to reimbursement of “public improvement” costs as defined by Iowa law) must be used to provide assistance to LMI families. LMI families are those whose incomes do not exceed 80% of the median Buena Vista County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the percentage of incremental revenues used to provide LMI assistance must be at least equal to the percentage of LMI families living in Buena Vista County. That percentage is currently 42.4%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following three options:

- Providing that at least 42.4% of the units constructed in the Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;
- Setting aside 42.4% of the project costs for LMI housing activities anywhere in the City; and
- Ensuring that 42.4% of the houses constructed within the Area are priced at amounts affordable to LMI families.

For example, it is expected that at least two of the 24 homes in the Area will be occupied by individuals or families who meet the LMI guidelines for Buena Vista County. The presence of these two LMI affordable homes represents 8.3% of the total available housing lots in the Area. Even if no additional LMI affordable homes are built in the Area, the City will be able to reduce the amount of incremental funds set-aside for LMI assistance from 42.4% to 34.1%.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for low and moderate income family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.

6. Down payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

G. AREA OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Area.

More specific objectives for development within the Storm Lake 3rd Addition Urban Renewal Area are as follows:

1. To alleviate a shortage of housing and support employment opportunities, and to assist and retain local industries and commercial enterprises to strengthen and revitalize the economy of the State of Iowa and the City of Storm Lake.
2. To stimulate through public action and commitment, private investment in new housing and residential development.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing street, water, sanitary sewer, storm water drainage, gas and electric utilities, street lighting, recreational, and other public improvements in support of new housing development.
5. To provide a more marketable and attractive investment climate.
6. To improve the housing conditions and housing opportunities, particularly for LMI income families and/or individuals.

H. TYPES OF RENEWAL ACTIVITIES

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

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction of infrastructure including streets, water mains, sanitary sewer, storm water drainage, gas and electric utilities,

street lighting, recreational or other public improvements in connection with urban renewal projects.

3. To finance programs that will directly benefit housing conditions and promote the availability of affordable housing, particularly to LMI persons and/or families, in the community.
4. To make loans, grants or rebates to private persons to promote LMI housing projects on such terms as may be determined by the City Council.
5. To borrow money and to provide security therefor.
6. To make or have made surveys and plans necessary for the implementation of the urban renewal program or specific urban renewal projects.
7. To use tax increment financing for a number of objectives, including but not limited to, achieving a more marketable and competitive land offering price and providing for necessary physical improvements and infrastructure.
8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Storm Lake and the State of Iowa.

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

I. PROPOSED URBAN RENEWAL PROJECTS

The proposed urban renewal projects involve public improvements necessary to develop a new 24-lot residential subdivision. Specifically, these improvements include the extension of City streets and infrastructure as well as the construction of a storm water detention pond, walking trails, and a park.

Unless LMI housing is available in the new subdivision, (either housing affordable to or occupied by LMI persons) the City will set aside a minimum of 42.4% of the incremental taxes generated by the project (up to a maximum of the developer's certified costs of public improvements) into an LMI set-aside fund and use those funds to support LMI housing anywhere in the community. The remaining incremental taxes will be available for debt retirement on the City's general obligation bond for the construction of public improvements within the Area that relate to housing. If LMI affordable housing is constructed within the Area, such housing can reduce the LMI set-aside fund. The proposed urban renewal projects in this Plan include:

1) Public Improvements:

Project	Estimated Date	Not to Exceed Cost	Rationale
The extension of East 13 th Street approximately 1,450 feet, Oneida Street approximately 400 feet using pervious pavers, and Magnolia Lane approximately 550 feet using pervious pavers.	2014-2018	\$800,000	New subdivision will need streets extended to provide access to platted lots. Pervious pavers will aid in controlling storm water that has been an issue within the area.

Project	Estimated Date	Not to Exceed Cost	Rationale
The extension of City water, sanitary sewer, and storm water drainage systems along East 13 th Street approximately 1,450 feet, Oneida Street approximately 400 feet, and Magnolia Lane approximately 500 feet.	2014-2018	\$700,000	City water and sanitary sewer services, as well as a storm water drainage system, are needed as part of development of the subdivision.
Extension of gas and electrical lines to provide service to the development.	2014-2018	\$75,000	Gas and electric services are needed as part of development of the subdivision.
Construction of public park at the end of Magnolia Lane.	2015-2017	\$75,000	Development of a park in the new subdivision will serve as an additional amenity to the residents of the area.
Construction of public trail around a four-acre storm water pond and along an old railroad right-of-way.	2016-2020	\$400,000	Public trail will add a recreational benefit to all residents within the area as well as provide a future connection to other trails within the City.
Total		Not to Exceed Cost \$2,050,000 (Plus financing costs of the public improvements)	

2) Planning, engineering fees, (for urban renewal plans) attorney fees, other related costs to support urban renewal projects and planning:

Project	Date	Estimated Cost
Fees and costs	Undetermined	Not to Exceed \$30,000

J. FINANCIAL INFORMATION

1.	July 1, 2013 constitutional debt limit:	\$22,430,601
2.	Outstanding general obligation debt:	\$17,994,481
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Proposed Urban Renewal Projects, as identified in this Plan, has not yet been determined. This document is for planning purposes. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Urban Renewal Projects as described above will be approximately as follows:	\$2,080,000 (Plus financing costs of the public improvements)

K. AGREEMENT TO INCLUDE AGRICULTURAL LAND

Because some of the area being added to the Storm Lake 3rd Addition Urban Renewal Area contains land that is defined as "agricultural land" by Iowa Code Section 403.17(3), the City and property owner have entered into an agreement in which the property owner agrees to allow the City to include real property defined as "Agricultural Land" in the Urban Renewal Area. A copy of the agreement is attached as Exhibit "C." The original signed agreement is on file at City Hall.

L. URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

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

B. General Obligation Bonds.

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

The City may also determine to use tax increment financing to provide incentives in connection with residential development.

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

M. PROPERTY ACQUISITION/DISPOSITION

Other than easements and public right-of-ways, no property acquisition by the City is anticipated at this time. However, if property acquisition/disposition becomes necessary to accomplish the objectives of the Plan, urban renewal powers will be carried out, without limitation, in accordance with the State of Iowa Urban Renewal Law.

N. RELOCATION

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

O. STATE AND LOCAL REQUIREMENTS

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

P. SEVERABILITY

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

Q. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Area Plan may be amended from time to time for a number of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

R. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to the property included within the Storm Lake 3rd Addition Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area and is designated based on an economic development finding, to provide or to assist in the provision of a new housing and residential development, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Storm Lake 3rd Addition Urban Renewal Area.

With consent of all other affected taxing bodies (by written agreement), the use of incremental property tax revenues under Iowa Code Section 403.19 can be extended for up to 5 years if necessary to adequately fund the housing project. The City may decide to seek such consent.

It is also anticipated that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants.

- For TIF ordinances on the Area, the frozen base for the parcels within TIF ordinance is set as of January 1 of the calendar year before the debt is first certified on the parcel(s) within TIF ordinance.
- Each TIF ordinance could have separate expiration dates depending on when debt is first certified related to the respective TIF ordinance. The expiration date will be 10 years from the calendar year following the calendar year in which the City first certifies debt pursuant to the particular TIF ordinance on the Area.

- For example, if one of the TIF ordinances on an Area parcel(s) is both adopted and first certified in 2014; then the frozen base of the parcel(s) in the TIF ordinance is established as of 1/1/2013 and fiscal year 2025-2026 is the last year (expiration date) that Tax Increment can be collected on that particular TIF ordinance.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out under the Storm Lake 3rd Addition Urban Renewal Plan shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A
LEGAL DESCRIPTION
STORM LAKE 3RD ADDITION URBAN RENEWAL AREA:

A part of the E ½ of the NE ¼ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE ¼ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE ¼) a distance of 150.00 Feet to the place of beginning.

A part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE ¼) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE ¼ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE ¼ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE ¼ a distance of 1,126.20 Feet to the point of beginning.

and

Lot Eight (8), Block One (1) in Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa.

and

A strip of land 100 feet wide formerly called the Chicago, Milwaukee, St. Paul and Pacific Railroad Right-Of-Way with the center line being the North And South Quarter Section of the NE¼ SE¼ and NW¼ SE¼ of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M., Beginning at the Northeast (NE) Corner of Lot One (1), Block One (1), North Windsor Addition; thence one-hundred (100) feet East to the Northwest Corner of Lot One (1), Block One (1) of Maywood Second Addition; thence South Twelve Hundred Eighty-seven and Ten Hundredths (1287.10) feet along the East right-of-way line of said Railroad to the Southwest Corner of Lot Eight (8), Block Three (3), Maywood First Addition; thence Southwesterly to the Southeast Corner of Lot Twenty-one (21), Block One (1) North Windsor Addition; thence Twelve Hundred Ninety-five and Twenty-eight Hundredths (1295.28) feet North along the West right-of-way line of said Railroad to the point of beginning, in the City of Storm Lake, Buena Vista County, Iowa

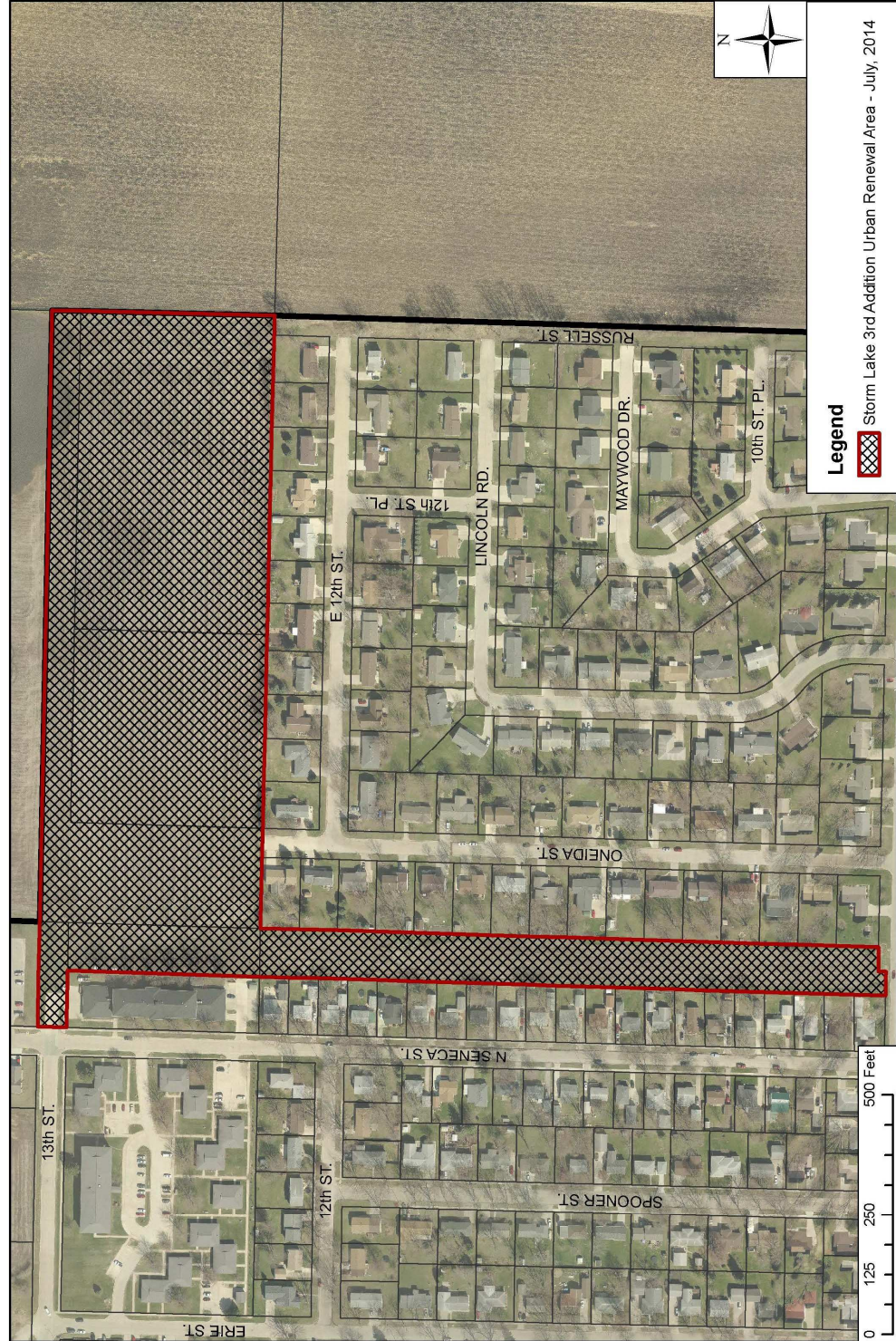
and

A section of the East 13th Street right of way including: a part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence West along the South right of way line of East 13th Street to the point that it intersects with the East right of way line of North Seneca Street; thence North along the East right of way line of North Seneca Street to the point that it intersects with the North right of way line of East 13th Street; thence East along the North right of way line of East 13th Street to the point of beginning.

Storm Lake 3rd Addition Urban Renewal Area



EXHIBIT B Storm Lake 3rd Addition Urban Renewal Area



Storm Lake 3rd Addition Preliminary Plat

Exhibit B-1



EXHIBIT B-1

Storm Lake 3rd Addition Urban Renewal Area

EXHIBIT B-2

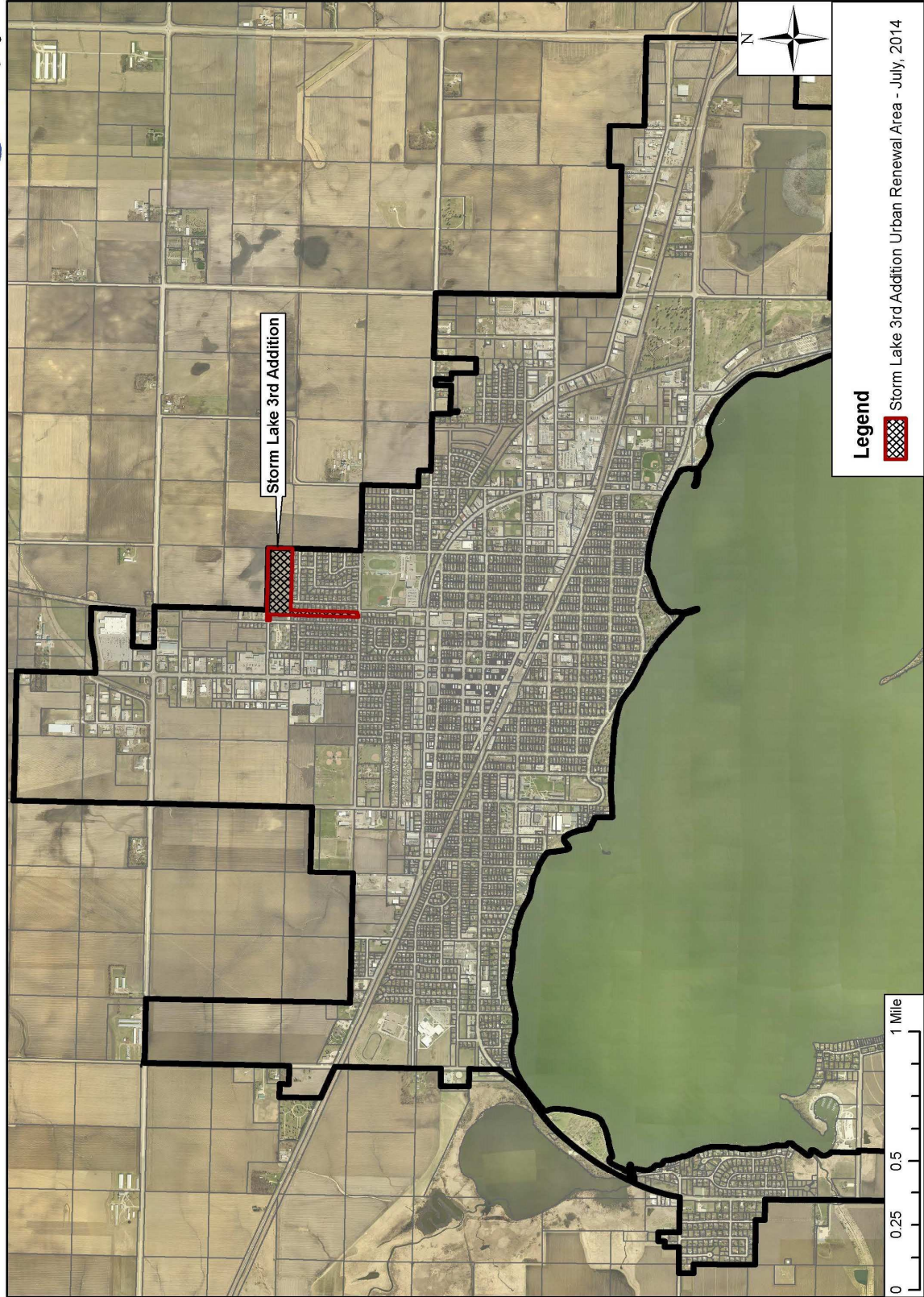


EXHIBIT "C"

AGRICULTURAL LAND CONSENT

**AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE
STORM LAKE 3RD ADDITION URBAN RENEWAL AREA**

WHEREAS, the City of Storm Lake, Iowa, (the "City") has proposed to establish the Storm Lake Storm Lake 3rd Addition Urban Renewal Plan ("Plan") for the Storm Lake 3rd Addition Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of land included in the Urban Renewal Area will contain certain property owned by the undersigned Agricultural Land Owner; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that a portion of the property located within the Urban Renewal Area and owned by the Agricultural Land Owner listed below meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain property within the proposed Urban Renewal Area and agrees that the City of Storm Lake, Iowa, may include such property within the Urban Renewal Area. A map of the Urban Renewal Area is attached as part of this Exhibit.

2. The Agricultural Land Owner further authorizes the governing body of the City of Storm Lake, Iowa, to pass any resolution or ordinance necessary to designate property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this ____ day of _____, 2014.

Name of Agricultural Land Owner: City of Storm Lake

1) Signature: _____ Date: _____

Witness: _____

2) Approved by the Storm Lake City Council on the ____ day of _____, 2014.

Mayor

Storm Lake 3rd Addition Urban Renewal Area



MEMO

July 16, 2014



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

TO: File
CC: N/A
FROM: Justin Yarosevich, Assistant City Manager

SUBJECT: Notes For Storm Lake 3rd Addition Urban Renewal Consultation Session

As directed by Storm Lake City Council a consultation session was held for the Storm Lake 3rd Addition Urban Renewal Area for the affected taxing entities on Tuesday, June 24, 2014 at 10:00AM in the City Council Chambers at City Hall.

At the appointed time City Staff present included: Emily Haselhoff, Planning Coordinator, James Patrick, City Manager, and Justin Yarosevich, Assistant City Manager.

There was no one else in attendance at the meeting.

City staff waited until 10:07AM then declared the consultation session closed.

There were no comments or questions.

Staff Summary

7/21/2014

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: Emily Haselhoff, Planning Coordinator

SUBJECT: **Public Hearing For The Transfer Of Land To Habitat For Humanity**

BACKGROUND: This public hearing is for the transfer of land to Habitat For Humanity. The land being transferred is Lots 4 & 5 of the Storm Lake 3rd Addition and can be found on the attached Final Plat. The City will also transfer a parcel that is 2,125 square feet and directly adjacent to Lot 4 from the Storm Lake 3rd Addition proposed Final Plat.

This transfer of land to HFH will satisfy a portion of the City's obligation to set aside funds for Low or Moderate Income families in the Storm Lake 3rd Addition Urban Renewal Plan.

The City has published a copy of the resolution for the public hearing in the paper according to Iowa Code prior to this Public Hearing date.

FISCAL IMPACT: The fiscal impact will be for the publication of the notice for the public hearing.

RECOMMENDATION: Open the Public Hearing
Hear Any Comments
Close the Public Hearing

ATTACHMENTS:

Description	Type
Habitat For Humanity Agreement	Backup Material
Storm Lake 3rd Addition Proposed Subdivision	Map
Lot Split Layout	Map

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

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

AGREEMENT BETWEEN THE CITY OF STORM LAKE, IOWA AND HFH OF BUENA VISTA, INC. FOR DEVELOPMENT OF LOTS

This is an agreement (the “Agreement”) between the City of Storm Lake, Iowa, a municipal corporation (the “City”), and HFH of Buena Vista, Inc., an Iowa Nonprofit corporation (“HFH”).

Recitals

The City owns real estate in Buena Vista County, Iowa, as described and as shown on the attached Final Plat of Storm Lake 3rd Addition (the “Addition”), a proposed residential subdivision of the City. The City Council and the administration of the City believe that the City needs more housing and, as part of the City’s efforts to expand housing, are planning to develop the Addition. HFH builds and restores good homes that are affordable for families it selects to own and occupy such homes. The City and HFH wish to cooperate to develop two of the proposed lots in the Addition each for a single family home which will either be of new construction or moved from another location to one of the two designated lots in the Addition. The City and HFH enter into this Agreement to memorialize the commitments and responsibilities of each in this cooperative development effort.

The City intends that its transfer of two of the proposed lots to HFH will satisfy a portion of the City’s obligation to set aside funds for Low or Moderate Income (“LMI”) families in connection with the adoption of a new housing urban renewal area that includes the Addition, the plan for which is to be called the Storm Lake 3rd Addition Housing Urban Renewal Plan (the “Urban Renewal Plan”). Because one of the lots, designated Lot 4, is too small to satisfy the City’s setback and size requirements for a residential lot, the City also intends to transfer to HFH a part of an adjacent lot owned by the City that is not in the Addition, which can be added to Lot 4 to accommodate the size of the house to be placed on Lot 4 and to satisfy the City’s setback and size requirements.

Now, therefore, in consideration of the mutual promises contained herein, the City and HFH agree as follows:

Terms of Agreement

Section 1. Lots donated to HFH. Within forty-five days of the later of a) the completion of the

Platting of the Addition as required by law or ordinance, or b) the adoption of the Urban Renewal Plan for the area that includes the Addition, the City will donate to HFH two residential lots which will be Lots 4 and 5 as shown on the attached Final Plat of the Addition, but the precise boundaries are subject to change in the sole discretion of the City. In addition, the City will donate to HFH the following described real estate:

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8; THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET.

The real estate to be donated by the City to HFH under this Section 1, in the aggregate, is referred to below as the "Property." That part of the Property to be donated to HFH that is situated in Lot 8, Block 1, Geisinger's Commercial Second Addition shall be referred to below as the "Parcel." The individual lots in the Addition to be donated to HFH shall be referred to below as "Lot 4" or "Lot 5", as the case may be. The Parcel and Lot 4 together shall be referred to below as, "Enlarged Lot 4." The City, without monetary consideration from HFH, shall convey the Property to HFH by warranty deed, subject to easements of record and further subject to a provision that the fee simple title shall revert to the City in the event HFH fails to comply with the provisions of Sections 2, 3 and 4 below unless the parties otherwise agree in a writing recorded in the office of the Buena Vista County, Iowa Recorder. The warranty deed shall also recite that the conveyance is subject to the provisions and restrictions of this Agreement, including the easement retained by the City as provided in Section 10 below. At the time of conveyance to HFH, the City shall have marketable title to the Property. The City, at its expense, shall provide HFH with an abstract of title for the Property, continued to a date that shall not be more than forty-five days before the date on which the deed for the lots is delivered. If title to the two lots reverts to the City, HFH shall promptly return to the City Manager the abstract of title furnished to HFH by the City. The City shall pay any transfer tax imposed on its conveyance of the lots to HFH. The City shall pay any real estate taxes and special assessments that are a lien on the real estate before the conveyance of the lots to HFH.

Section 2. Temporary placement of homes on lots. After this Agreement has been executed by both the City and HFH, HFH may, but is not required to, move to, and leave on, the Property and the North half of Lot 3 of the Addition a single family dwelling for each of Enlarged Lot 4 and Lot 5, provided that a) each such dwelling is one that HFH will ultimately put on a permanent foundation on either Enlarged Lot 4 or Lot 5; b) each such dwelling remains on the steel supports on which it is moved until it is placed on its permanent foundation; and c) each dwelling is placed on its permanent foundation within three hundred sixty five days from the day the dwelling is placed on the Property, the North half of Lot 3 of the Addition, or both, but not later than the deadline for placement on a permanent foundation set forth in Section 3 below. Any dwelling not placed on its permanent foundation that is left on the Property, the North half of Lot 3 of the Addition, or both, after the deadline for placing it on its permanent foundation, as set forth in

this Section 2, shall be removed from City-owned property by HFH, at HFH's expense, in the event the City declares HFH to be in default under this Agreement.

Section 3. Deadline for construction or placement of home; and deadline for occupancy. Within twenty-four months of the conveyance of the Property to HFH, HFH shall have secured from the City a building permit for construction of a house or house foundation on each of Enlarged Lot 4 and Lot 5. Within twelve months of the date on which the City issues a building permit to HFH for the construction of a house or the foundation for a house on Enlarged Lot 4 or Lot 5, HFH shall have completed construction of a single family dwelling on, or moved an existing single family dwelling onto a permanent foundation on, that lot. Within twenty-four months of the date on which the City issues such building permit, an LMI family selected by HFH, using its customary selection methods, shall occupy and be living in that dwelling constructed on or permanently moved onto the lot for which the building permit was issued. An LMI family shall be a family, including single person households, who earns no more than eighty percent (80%) of the higher of the median family income of Buena Vista County or the State-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines, and who are eligible for housing under Section 42 of the Internal Revenue Code. Alternatively, within such twenty-four month period, HFH can convey each of the dwellings constructed on Enlarged Lot 4 and on Lot 5 to an LMI family at a price that is determined affordable to an LMI family, as calculated in the City's sole discretion. HFH shall provide documentation as reasonably requested by the City to determine compliance with this provision.

Section 4. Garages. Within twelve months of the date on which the City issues a building permit to HFH for the construction of a house or the foundation for a house on Enlarged Lot 4 or Lot 5, a garage large enough to house at least one motor vehicle shall be constructed by HFH, at its expense, on the lot, that is, Enlarged Lot 4 or Lot 5, for which the building permit was issued, unless a dwelling moved to the lot and placed on a permanent foundation includes an attached garage or unless a separate garage has been moved onto a foundation on the lot. Any garage moved to Enlarged Lot 4 or Lot 5 shall be refurbished to like-new condition and to the reasonable satisfaction of the City within twelve months of the date on which the City issues a building permit for the construction of a house or house foundation on the lot onto which the garage is moved or to be moved.

Section 5. Sidewalks. HFH, at its expense, shall construct and install sidewalks on Enlarged Lot 4 and on Lot 5 after construction of the dwelling or placement of the dwelling on its permanent foundation on the applicable lot and before the dwelling is occupied.

Section 6. Commencement of work on lots. HFH shall not dig or pour footings or basements, or otherwise commence work on the Property or on dwellings stored on the Property before the City conveys the Property to HFH by Warranty Deed, except as may be specifically authorized in this Agreement. HFH shall also refrain from commencing work on the Parcel as set forth in Section 9 below.

Section 7. Parcel and Lot 4 ("Enlarged Lot 4") to be one residential lot. HFH shall use and treat the Parcel together with Lot 4, as Lot 4 is ultimately located and configured in the City Council-approved Final Plat of the Addition, as one residential lot. Enlarged Lot 4 shall be considered one residential lot for determining compliance with all size and setback requirements under law, ordinance, or restrictive covenants for such residential lot. The zoning, size and setback requirements applicable to the

Addition shall apply to all of Enlarged Lot 4.

Section 8. Installation of subdivision infrastructure. The City, at its expense, shall install any road, water main, sanitary sewer main, and storm water infrastructure in the Addition that is included in the subdivision plans or required by law or ordinance, unless this Agreement requires HFH to install it. HFH, at its expense, shall install individual service lines for each of Enlarged Lot 4 and Lot 5, including service lines for water and sewer. HFH, at its expense, shall cause to be installed other private utilities for Enlarged Lot 4 and Lot 5, including without limitation, natural gas, electricity, cable television, internet, and telephone. HFH shall pay the City hook-up fees for water and sewer, and shall purchase a water meter and pay the costs of tapping the water main, as set forth in the City Code and in supporting fee resolutions passed by the City Council of City.

Section 9. Relinquishment of existing easement. By August 1, 2015, the City a) shall remove an existing storm sewer pipeline located within an existing easement right-of-way on the east 10 feet of the Parcel, and b) shall file for record a relinquishment of that part of the permanent easement right-of-way granted to the City on the east 10 feet of the Parcel for the construction and maintenance of a storm sewer pipeline, which easement was recorded October 18, 1982, in Book 26, Pages 523-531 in the Buena Vista County, Iowa Recorder's Office. HFH shall not begin construction of a house or house foundation on the Parcel until after the City removes such sewer pipeline. HFH understands that the restriction of this Section means that, because of the additional limitations of Section 2, HFH should not, before August 1, 2014, temporarily place a house on the Property that will ultimately be set on a foundation located to any extent on the Parcel.

Section 10. Compliance with laws, ordinances and restrictive covenants. HFH shall obtain moving permits and building permits as required by law and shall otherwise comply with laws and ordinances governing any actions this Agreement requires HFH to take. Notwithstanding any provision of this agreement, HFH shall abide by any protective or restrictive covenants applicable to lots in the Addition established by the City. Any protective or restrictive covenants applicable to the Addition shall also apply to Enlarged Lot 4, and shall be enforceable against Enlarged Lot 4 to the same extent and for the same duration as they are enforceable with respect to other lots within the Addition. For purposes of the application of protective and restrictive covenants, Enlarged Lot 4, in its entirety, shall be considered one of the lots in the Addition.

Section 11. Conveyance of Parcel subject to retained easement. The conveyance of the Parcel to HFH shall be subject to a perpetual easement on, over, across, and through the following described real estate:

The North Ten feet (N. 10'), the South Five feet (S. 5'), and the West Five Feet (W. 5') of the real estate described as:

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8;

THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET

(the "Easement Area"), which easement shall be retained by, and in favor of, the City for the construction, maintenance, repair, operation, or removal of storm sewer pipeline and other public utilities. No building, fence or vertical improvement of any kind shall be placed, constructed, or installed on the Easement Area. A driveway or parking pad may be constructed on the Easement Area, provided it is and may be constructed on the Easement Area without violating any law, ordinance, or restrictive covenant. If the City damages any driveway or parking pad constructed on the Easement Area in the construction, maintenance, repair, or removal of any utility improvement, the City, at its expense, shall restore the driveway or parking pad to a condition as near to its condition before the City's work as possible.

Section 12. **No tax abatements.** HFH has been informed by the City and understands that the Property to be conveyed to HFH under this Agreement will not be eligible for any tax abatement under the law.

Section 13. **Indemnification.** HFH shall indemnify and save harmless City from all liability due to any actions or omissions on the part of the HFH relating to performance of this Agreement, including all legal expenses and costs incurred by City in defending any claim or suit arising under this Agreement, but only to the extent of the negligence or other wrongful conduct of HFH. City shall indemnify and save harmless HFH and its affiliates from any encumbrances on the designated lots prior to possession of the lots by HFH and all liability due to any actions or omissions on the part of the City relating to performance of this Agreement, including all legal expenses and costs incurred by HFH in defending any claim or suit arising under this Agreement, but only to the extent of the negligence or other wrongful conduct of City.

Section 14. **Not Assignable.** This Agreement may not be assigned, transferred, or conveyed by the parties.

Section 15. **Successors and Assigns Bound.** The provisions and restrictions of this Agreement shall be covenants running with the land and shall bind and inure to the benefit of the successors in interest and assigns of HFH and the City. The deed by which the City conveys the Property to HFH may incorporate the provisions and restrictions of this Agreement by reference to the Agreement, which Agreement shall be recorded in the Buena Vista County, Iowa Recorder's Office. The provisions and restrictions of this Agreement shall apply to Lot 4 and Lot 5 as they are located and configured in the Final Plat of the Addition and shall apply to the Parcel.

Section 16. **Subject to Council Approval.** This Agreement is subject to approval of the City Council of the City of Storm Lake, Iowa and shall be void if not so approved. Even if approved by the City Council of the City of Storm Lake, Iowa, the Agreement shall not be executed by the Mayor and City Clerk before the City Council's approval and the recording in the Buena Vista County, Iowa Recorder's Office of the Dedication of Plat and Final Plat of Storm Lake 3rd Addition. This Agreement shall be void if executed before such approval and recording.

Dated: _____

THE CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

Attest: _____
Justin Yarosevich, City Clerk

Dated: _____

HFH OF BUENA VISTA, INC.

By: _____
Charles Valenti-Hein, President

By: _____
William Crilly, Board Member

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2014, by Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa.

Notary Public in and for the State Of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2014, by Charles Valenti-Hein and William Crilly, as President and Board Member, respectively, of HFH of Buena Vista, Inc.

Notary Public in and for the State Of Iowa

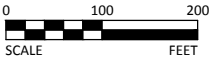
STORM LAKE 3RD ADDITION

FINAL PLAT

CITY OF STORM LAKE, IOWA



LOCATION MAP



BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN
AMES, IA SPENCER, IA DES MOINES, IA FARGO, ND

OWNER

CITY OF STORM LAKE, IOWA
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

DEVELOPER

CITY OF STORM LAKE, IOWA
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

SETBACK REGULATIONS

ZONING DISTRICT R-1

FRONT YARD: 25 FEET
STREET SIDE YARD: 25 FEET
INTERIOR SIDE YARD: 10 FEET
REAR YARD: 25 FEET

PREPARED BY

BOLTON & MENK, INC.
1900 NORTH GRAND AVENUE
SPENCER, IA 51301

SUBMITTAL DATE

JUNE 09, 2014

SHEET INDEX

SHEET NO.	TITLE
1	TITLE SHEET
2	FINAL PLAT

REVIEWED & APPROVED _____ DATE: _____
PLANNING & ZONING CHAIRMAN

REVIEWED & APPROVED _____ DATE: _____
MAYOR

REVIEWED & APPROVED _____ DATE: _____
CITY CLERK



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

EUGENE R. DREYER L.S.

REG. NO. 17535 DATE: 06/09/2014

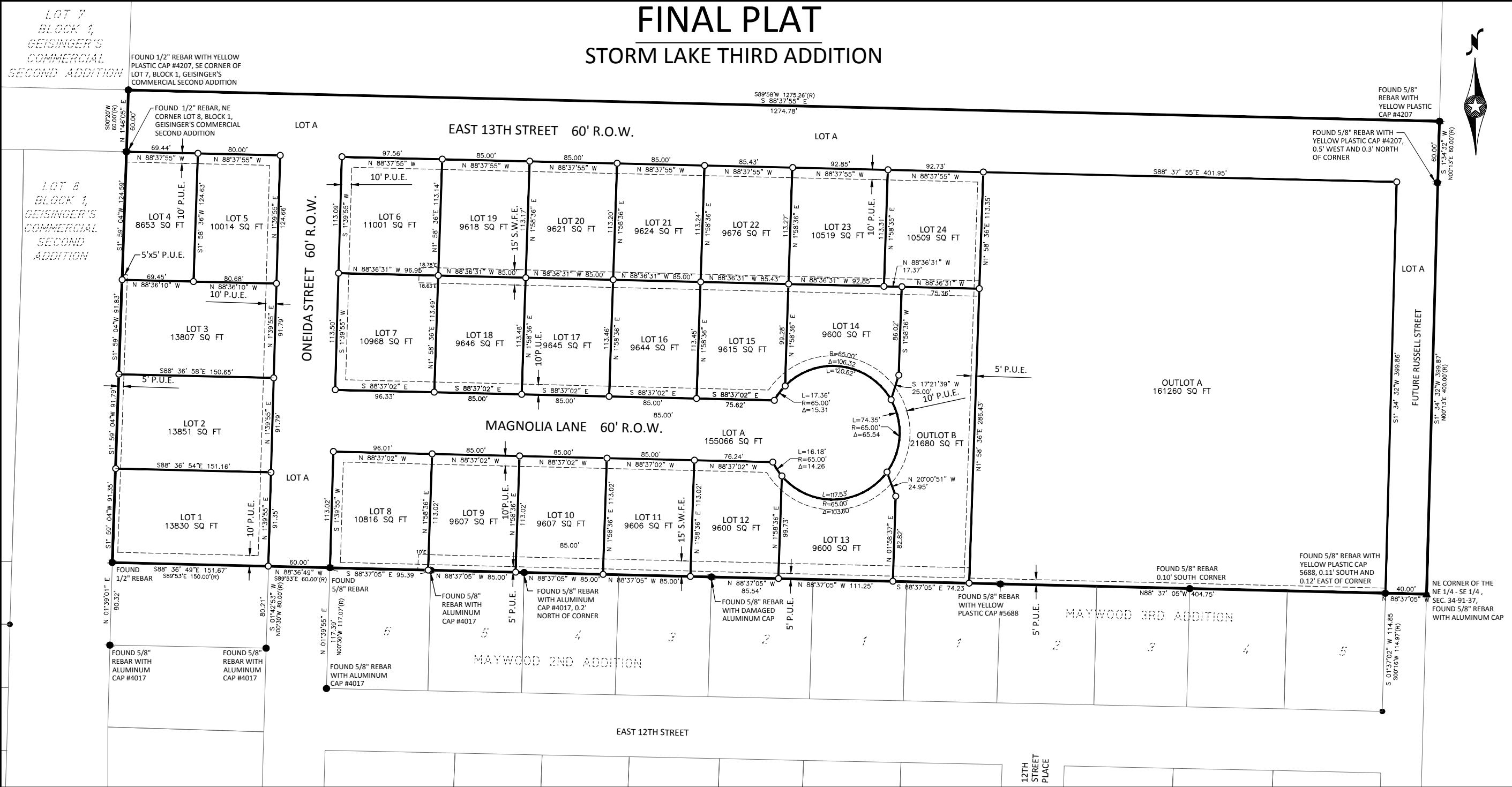
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

RECORD DRAWING INFORMATION	CITY OF STORM LAKE, IOWA	SHEET
OBSERVER:	STORM LAKE 3RD ADDITION - FINAL PLAT	1
CONTRACTOR:	TITLE SHEET	OF
DATE:		2

FINAL PLAT
STORM LAKE THIRD ADDITION



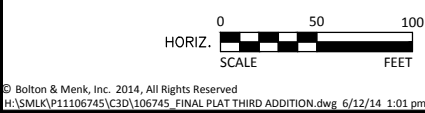
- LEGEND**
- ▲ FOUND SECTION CORNER
 - SET ½"x24" REBAR WITH YELLOW PLASTIC CAP#17535
 - FOUND MONUMENT AS NOTED
 - (R) RECORDED DIMENSION
 - (E) EASEMENT DIMENSION
 - P.U.E. PUBLIC UTILITY EASEMENT
 - S.W.F.E. SURFACE WATER FLOWAGE EASEMENT

LEGAL DESCRIPTION

A PART OF THE E ½ OF THE NE ¼ OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE FIFTH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA THENCE NORTH 00°20' EAST A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA THENCE NORTH 89°58' EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 00°20' WEST A DISTANCE OF 400.00 FEET TO THE SOUTH LINE OF SAID NE ¼ AND THE NORTHEAST CORNER OF LOT 1, BLOCK 1, MAYWOOD SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE SOUTH 89°58' WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE ¼) A DISTANCE OF 150.00 FEET TO THE PLACE OF BEGINNING.

A PART OF THE EAST HALF (E ½) NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINETY-ONE (91) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE FIFTH, P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., THENCE NORTH 00°13' EAST ALONG THE EAST LINE OF SAID NE ¼ A DISTANCE OF 460.0 FEET; THENCE SOUTH 89°58' WEST A DISTANCE OF 1,275.26 FEET TO THE SOUTHEAST CORNER OF LOT SEVEN (7), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE SOUTH 00°20' WEST ALONG THE EAST LINE OF SAID GEISINGER'S COMMERCIAL SECOND ADDITION A DISTANCE OF SIXTY (60.0) FEET TO THE NORTHEAST CORNER OF LOT EIGHT (8), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE NORTH 89°58' EAST A DISTANCE OF 150.0 FEET; THENCE SOUTH 00°20' WEST A DISTANCE OF 400.0 FEET TO THE SOUTH LINE OF SAID NE ¼ AND TO THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), MAYWOOD SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE NORTH 89°50' EAST ALONG THE SOUTH LINE OF SAID NE ¼ A DISTANCE OF 1,126.20 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 12.095 ACRES.

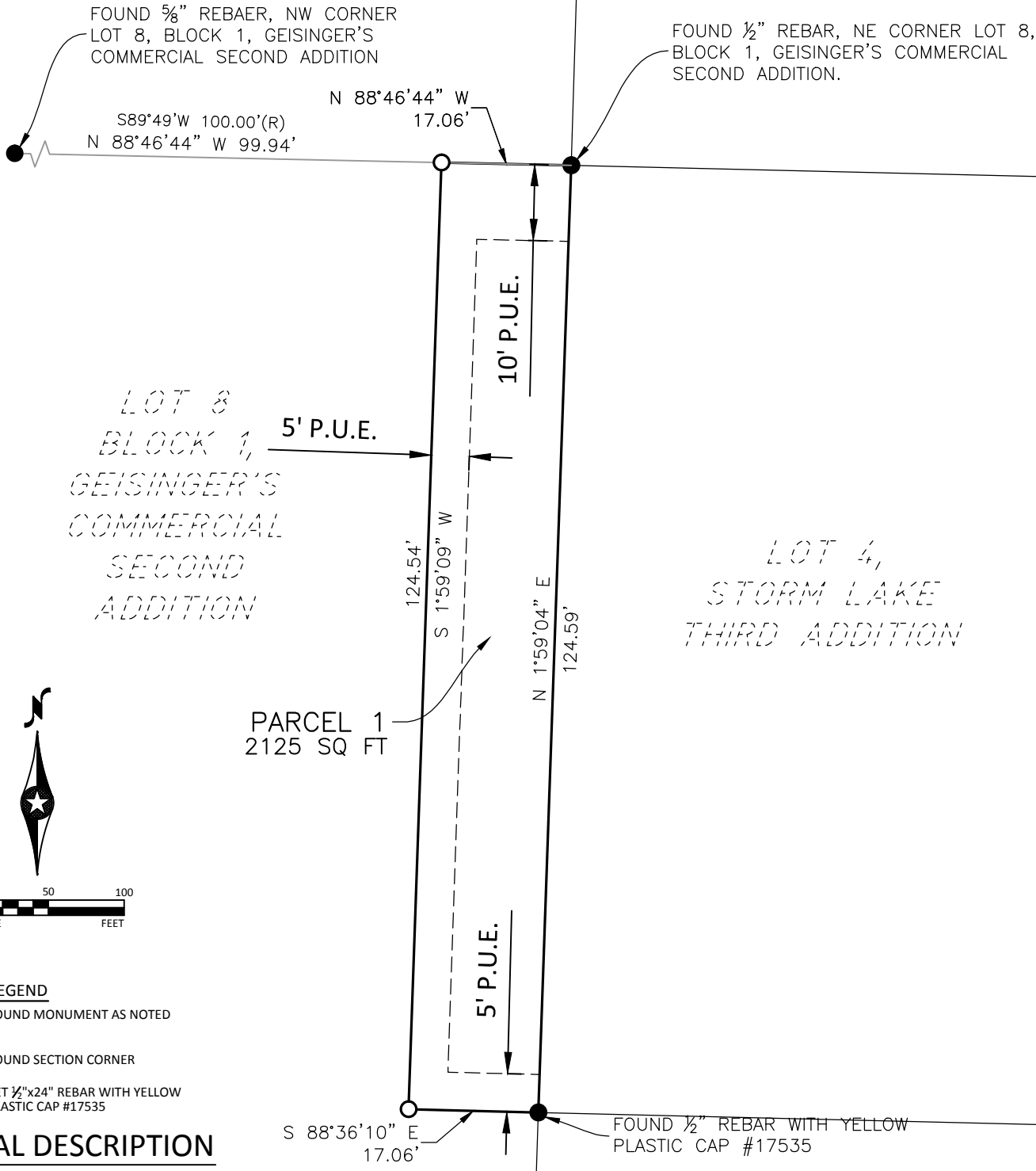
- NOTES**
1. THE NORTH LINE OF STORM LAKE THIRD ADDITION IS ASSUMED TO BEAR S 88°37'55" E.
 2. STORM LAKE THIRD ADDITION IS IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 34-91-37 AND ALSO A PART OF LOT 1, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION.
 3. MONUMENTS WILL BE PLACED UPON COMPLETION OF UTILITY AND ROAD CONSTRUCTION.
 4. LOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STREET RIGHT-OF-WAY PURPOSES.
 5. OUTLOT B TO BE DEDICATED TO THE CITY OF STORM LAKE FOR PUBLIC PARK.
 6. OUTLOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STORM WATER DETENTION.
 7. THE TOTAL AREA OF THE ADDITION IS 586,682 SQUARE FEET.



BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN
WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN
BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA

REV.	BY	DATE	CITY OF STORM LAKE, IOWA	SHEET
			STORM LAKE 3RD ADDITION	2
			FINAL PLAT	OF
				2

PREPARED BY AND RETURN TO: EUGENE DREYER BOLTON & MENK, INC. 2730 FORD STREET AMES, IA (515) 233-6100



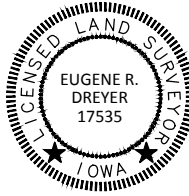
LEGEND

- FOUND MONUMENT AS NOTED
- ▲ FOUND SECTION CORNER
- SET 1/2"x24" REBAR WITH YELLOW PLASTIC CAP #17535

LEGAL DESCRIPTION

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8; THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET.



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

EUGENE R. DREYER L.S.

REG. NO. 17535 DATE:

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1 OF 1

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PLAT OF SURVEY
FOR LOT SPLIT PURPOSES

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

1900 NORTH GRAND AVE, P.O. BOX 275
SPENCER, IOWA 51301
(712)-580-5075

OWNER:
CITY OF STORM LAKE, IOWA
P.O. BOX 1086 / 620 ERIE STREET
STORM LAKE, IA 50588

FOR: CITY OF STORM LAKE, IOWA

DRAWN BY: CMS

BUENA VISTA COUNTY

JOB NUMBER: P11.106745

Staff Summary

7/21/2014
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: Emily Haselhoff, Planning Coordinator

SUBJECT: **Resolution No. 16-R-2014-2015 Approving Agreement Between The City Of Storm Lake & Habitat For Humanity**

BACKGROUND: The City of Storm Lake has been working with Habitat For Humanity (HFH) to put together an agreement to donate a portion of Lot 8 Block 1, of Geisinger's Commercial Second Addition and two lots, lots 4 and 5, from the city subdivision to HFH. This agreement also allows HFH to move two homes onto these lots along with Lot 3 from the city subdivision for temporary placement until a permanent foundation can be set. HFH can either choose to move existing homes onto the lots or build new homes onto Lots 4 & 5.

By transferring the lot split portion and two lots to HFH, the City should be able to satisfy a portion of the LMI obligation that is needed for the proposed new Urban Renewal Area that will incorporate the city subdivision.

The full agreement between the City of Storm Lake and Habitat For Humanity is attached to this staff summary.

FISCAL IMPACT: The only fiscal impact is from the preparation of this agreement with Habitat For Humanity.

RECOMMENDATION: **Adopt Resolution No. 16-R-2014-2015**

ATTACHMENTS:

Description	Type
☐ Habitat For Humanity Agreement	Backup Material
☐ Storm Lake 3rd Addition Final Plat	Backup Material
☐ Lot Split Layout	Backup Material
☐ Resolution No. 16-R-2014-2015	Resolution

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

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

AGREEMENT BETWEEN THE CITY OF STORM LAKE, IOWA AND HFH OF BUENA VISTA, INC. FOR DEVELOPMENT OF LOTS

This is an agreement (the “Agreement”) between the City of Storm Lake, Iowa, a municipal corporation (the “City”), and HFH of Buena Vista, Inc., an Iowa Nonprofit corporation (“HFH”).

Recitals

The City owns real estate in Buena Vista County, Iowa, as described and as shown on the attached Final Plat of Storm Lake 3rd Addition (the “Addition”), a proposed residential subdivision of the City. The City Council and the administration of the City believe that the City needs more housing and, as part of the City’s efforts to expand housing, are planning to develop the Addition. HFH builds and restores good homes that are affordable for families it selects to own and occupy such homes. The City and HFH wish to cooperate to develop two of the proposed lots in the Addition each for a single family home which will either be of new construction or moved from another location to one of the two designated lots in the Addition. The City and HFH enter into this Agreement to memorialize the commitments and responsibilities of each in this cooperative development effort.

The City intends that its transfer of two of the proposed lots to HFH will satisfy a portion of the City’s obligation to set aside funds for Low or Moderate Income (“LMI”) families in connection with the adoption of a new housing urban renewal area that includes the Addition, the plan for which is to be called the Storm Lake 3rd Addition Housing Urban Renewal Plan (the “Urban Renewal Plan”). Because one of the lots, designated Lot 4, is too small to satisfy the City’s setback and size requirements for a residential lot, the City also intends to transfer to HFH a part of an adjacent lot owned by the City that is not in the Addition, which can be added to Lot 4 to accommodate the size of the house to be placed on Lot 4 and to satisfy the City’s setback and size requirements.

Now, therefore, in consideration of the mutual promises contained herein, the City and HFH agree as follows:

Terms of Agreement

Section 1. Lots donated to HFH. Within forty-five days of the later of a) the completion of the

Platting of the Addition as required by law or ordinance, or b) the adoption of the Urban Renewal Plan for the area that includes the Addition, the City will donate to HFH two residential lots which will be Lots 4 and 5 as shown on the attached Final Plat of the Addition, but the precise boundaries are subject to change in the sole discretion of the City. In addition, the City will donate to HFH the following described real estate:

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8; THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET.

The real estate to be donated by the City to HFH under this Section 1, in the aggregate, is referred to below as the "Property." That part of the Property to be donated to HFH that is situated in Lot 8, Block 1, Geisinger's Commercial Second Addition shall be referred to below as the "Parcel." The individual lots in the Addition to be donated to HFH shall be referred to below as "Lot 4" or "Lot 5", as the case may be. The Parcel and Lot 4 together shall be referred to below as, "Enlarged Lot 4." The City, without monetary consideration from HFH, shall convey the Property to HFH by warranty deed, subject to easements of record and further subject to a provision that the fee simple title shall revert to the City in the event HFH fails to comply with the provisions of Sections 2, 3 and 4 below unless the parties otherwise agree in a writing recorded in the office of the Buena Vista County, Iowa Recorder. The warranty deed shall also recite that the conveyance is subject to the provisions and restrictions of this Agreement, including the easement retained by the City as provided in Section 10 below. At the time of conveyance to HFH, the City shall have marketable title to the Property. The City, at its expense, shall provide HFH with an abstract of title for the Property, continued to a date that shall not be more than forty-five days before the date on which the deed for the lots is delivered. If title to the two lots reverts to the City, HFH shall promptly return to the City Manager the abstract of title furnished to HFH by the City. The City shall pay any transfer tax imposed on its conveyance of the lots to HFH. The City shall pay any real estate taxes and special assessments that are a lien on the real estate before the conveyance of the lots to HFH.

Section 2. Temporary placement of homes on lots. After this Agreement has been executed by both the City and HFH, HFH may, but is not required to, move to, and leave on, the Property and the North half of Lot 3 of the Addition a single family dwelling for each of Enlarged Lot 4 and Lot 5, provided that a) each such dwelling is one that HFH will ultimately put on a permanent foundation on either Enlarged Lot 4 or Lot 5; b) each such dwelling remains on the steel supports on which it is moved until it is placed on its permanent foundation; and c) each dwelling is placed on its permanent foundation within three hundred sixty five days from the day the dwelling is placed on the Property, the North half of Lot 3 of the Addition, or both, but not later than the deadline for placement on a permanent foundation set forth in Section 3 below. Any dwelling not placed on its permanent foundation that is left on the Property, the North half of Lot 3 of the Addition, or both, after the deadline for placing it on its permanent foundation, as set forth in

this Section 2, shall be removed from City-owned property by HFH, at HFH's expense, in the event the City declares HFH to be in default under this Agreement.

Section 3. Deadline for construction or placement of home; and deadline for occupancy. Within twenty-four months of the conveyance of the Property to HFH, HFH shall have secured from the City a building permit for construction of a house or house foundation on each of Enlarged Lot 4 and Lot 5. Within twelve months of the date on which the City issues a building permit to HFH for the construction of a house or the foundation for a house on Enlarged Lot 4 or Lot 5, HFH shall have completed construction of a single family dwelling on, or moved an existing single family dwelling onto a permanent foundation on, that lot. Within twenty-four months of the date on which the City issues such building permit, an LMI family selected by HFH, using its customary selection methods, shall occupy and be living in that dwelling constructed on or permanently moved onto the lot for which the building permit was issued. An LMI family shall be a family, including single person households, who earns no more than eighty percent (80%) of the higher of the median family income of Buena Vista County or the State-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines, and who are eligible for housing under Section 42 of the Internal Revenue Code. Alternatively, within such twenty-four month period, HFH can convey each of the dwellings constructed on Enlarged Lot 4 and on Lot 5 to an LMI family at a price that is determined affordable to an LMI family, as calculated in the City's sole discretion. HFH shall provide documentation as reasonably requested by the City to determine compliance with this provision.

Section 4. Garages. Within twelve months of the date on which the City issues a building permit to HFH for the construction of a house or the foundation for a house on Enlarged Lot 4 or Lot 5, a garage large enough to house at least one motor vehicle shall be constructed by HFH, at its expense, on the lot, that is, Enlarged Lot 4 or Lot 5, for which the building permit was issued, unless a dwelling moved to the lot and placed on a permanent foundation includes an attached garage or unless a separate garage has been moved onto a foundation on the lot. Any garage moved to Enlarged Lot 4 or Lot 5 shall be refurbished to like-new condition and to the reasonable satisfaction of the City within twelve months of the date on which the City issues a building permit for the construction of a house or house foundation on the lot onto which the garage is moved or to be moved.

Section 5. Sidewalks. HFH, at its expense, shall construct and install sidewalks on Enlarged Lot 4 and on Lot 5 after construction of the dwelling or placement of the dwelling on its permanent foundation on the applicable lot and before the dwelling is occupied.

Section 6. Commencement of work on lots. HFH shall not dig or pour footings or basements, or otherwise commence work on the Property or on dwellings stored on the Property before the City conveys the Property to HFH by Warranty Deed, except as may be specifically authorized in this Agreement. HFH shall also refrain from commencing work on the Parcel as set forth in Section 9 below.

Section 7. Parcel and Lot 4 ("Enlarged Lot 4") to be one residential lot. HFH shall use and treat the Parcel together with Lot 4, as Lot 4 is ultimately located and configured in the City Council-approved Final Plat of the Addition, as one residential lot. Enlarged Lot 4 shall be considered one residential lot for determining compliance with all size and setback requirements under law, ordinance, or restrictive covenants for such residential lot. The zoning, size and setback requirements applicable to the

Addition shall apply to all of Enlarged Lot 4.

Section 8. Installation of subdivision infrastructure. The City, at its expense, shall install any road, water main, sanitary sewer main, and storm water infrastructure in the Addition that is included in the subdivision plans or required by law or ordinance, unless this Agreement requires HFH to install it. HFH, at its expense, shall install individual service lines for each of Enlarged Lot 4 and Lot 5, including service lines for water and sewer. HFH, at its expense, shall cause to be installed other private utilities for Enlarged Lot 4 and Lot 5, including without limitation, natural gas, electricity, cable television, internet, and telephone. HFH shall pay the City hook-up fees for water and sewer, and shall purchase a water meter and pay the costs of tapping the water main, as set forth in the City Code and in supporting fee resolutions passed by the City Council of City.

Section 9. Relinquishment of existing easement. By August 1, 2015, the City a) shall remove an existing storm sewer pipeline located within an existing easement right-of-way on the east 10 feet of the Parcel, and b) shall file for record a relinquishment of that part of the permanent easement right-of-way granted to the City on the east 10 feet of the Parcel for the construction and maintenance of a storm sewer pipeline, which easement was recorded October 18, 1982, in Book 26, Pages 523-531 in the Buena Vista County, Iowa Recorder's Office. HFH shall not begin construction of a house or house foundation on the Parcel until after the City removes such sewer pipeline. HFH understands that the restriction of this Section means that, because of the additional limitations of Section 2, HFH should not, before August 1, 2014, temporarily place a house on the Property that will ultimately be set on a foundation located to any extent on the Parcel.

Section 10. Compliance with laws, ordinances and restrictive covenants. HFH shall obtain moving permits and building permits as required by law and shall otherwise comply with laws and ordinances governing any actions this Agreement requires HFH to take. Notwithstanding any provision of this agreement, HFH shall abide by any protective or restrictive covenants applicable to lots in the Addition established by the City. Any protective or restrictive covenants applicable to the Addition shall also apply to Enlarged Lot 4, and shall be enforceable against Enlarged Lot 4 to the same extent and for the same duration as they are enforceable with respect to other lots within the Addition. For purposes of the application of protective and restrictive covenants, Enlarged Lot 4, in its entirety, shall be considered one of the lots in the Addition.

Section 11. Conveyance of Parcel subject to retained easement. The conveyance of the Parcel to HFH shall be subject to a perpetual easement on, over, across, and through the following described real estate:

The North Ten feet (N. 10'), the South Five feet (S. 5'), and the West Five Feet (W. 5') of the real estate described as:

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8;

THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET

(the "Easement Area"), which easement shall be retained by, and in favor of, the City for the construction, maintenance, repair, operation, or removal of storm sewer pipeline and other public utilities. No building, fence or vertical improvement of any kind shall be placed, constructed, or installed on the Easement Area. A driveway or parking pad may be constructed on the Easement Area, provided it is and may be constructed on the Easement Area without violating any law, ordinance, or restrictive covenant. If the City damages any driveway or parking pad constructed on the Easement Area in the construction, maintenance, repair, or removal of any utility improvement, the City, at its expense, shall restore the driveway or parking pad to a condition as near to its condition before the City's work as possible.

Section 12. **No tax abatements.** HFH has been informed by the City and understands that the Property to be conveyed to HFH under this Agreement will not be eligible for any tax abatement under the law.

Section 13. **Indemnification.** HFH shall indemnify and save harmless City from all liability due to any actions or omissions on the part of the HFH relating to performance of this Agreement, including all legal expenses and costs incurred by City in defending any claim or suit arising under this Agreement, but only to the extent of the negligence or other wrongful conduct of HFH. City shall indemnify and save harmless HFH and its affiliates from any encumbrances on the designated lots prior to possession of the lots by HFH and all liability due to any actions or omissions on the part of the City relating to performance of this Agreement, including all legal expenses and costs incurred by HFH in defending any claim or suit arising under this Agreement, but only to the extent of the negligence or other wrongful conduct of City.

Section 14. **Not Assignable.** This Agreement may not be assigned, transferred, or conveyed by the parties.

Section 15. **Successors and Assigns Bound.** The provisions and restrictions of this Agreement shall be covenants running with the land and shall bind and inure to the benefit of the successors in interest and assigns of HFH and the City. The deed by which the City conveys the Property to HFH may incorporate the provisions and restrictions of this Agreement by reference to the Agreement, which Agreement shall be recorded in the Buena Vista County, Iowa Recorder's Office. The provisions and restrictions of this Agreement shall apply to Lot 4 and Lot 5 as they are located and configured in the Final Plat of the Addition and shall apply to the Parcel.

Section 16. **Subject to Council Approval.** This Agreement is subject to approval of the City Council of the City of Storm Lake, Iowa and shall be void if not so approved. Even if approved by the City Council of the City of Storm Lake, Iowa, the Agreement shall not be executed by the Mayor and City Clerk before the City Council's approval and the recording in the Buena Vista County, Iowa Recorder's Office of the Dedication of Plat and Final Plat of Storm Lake 3rd Addition. This Agreement shall be void if executed before such approval and recording.

Dated: _____

THE CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

Attest: _____
Justin Yarosevich, City Clerk

Dated: _____

HFH OF BUENA VISTA, INC.

By: _____
Charles Valenti-Hein, President

By: _____
William Crilly, Board Member

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2014, by Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa.

Notary Public in and for the State Of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2014, by Charles Valenti-Hein and William Crilly, as President and Board Member, respectively, of HFH of Buena Vista, Inc.

Notary Public in and for the State Of Iowa

Exhibit "A"



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

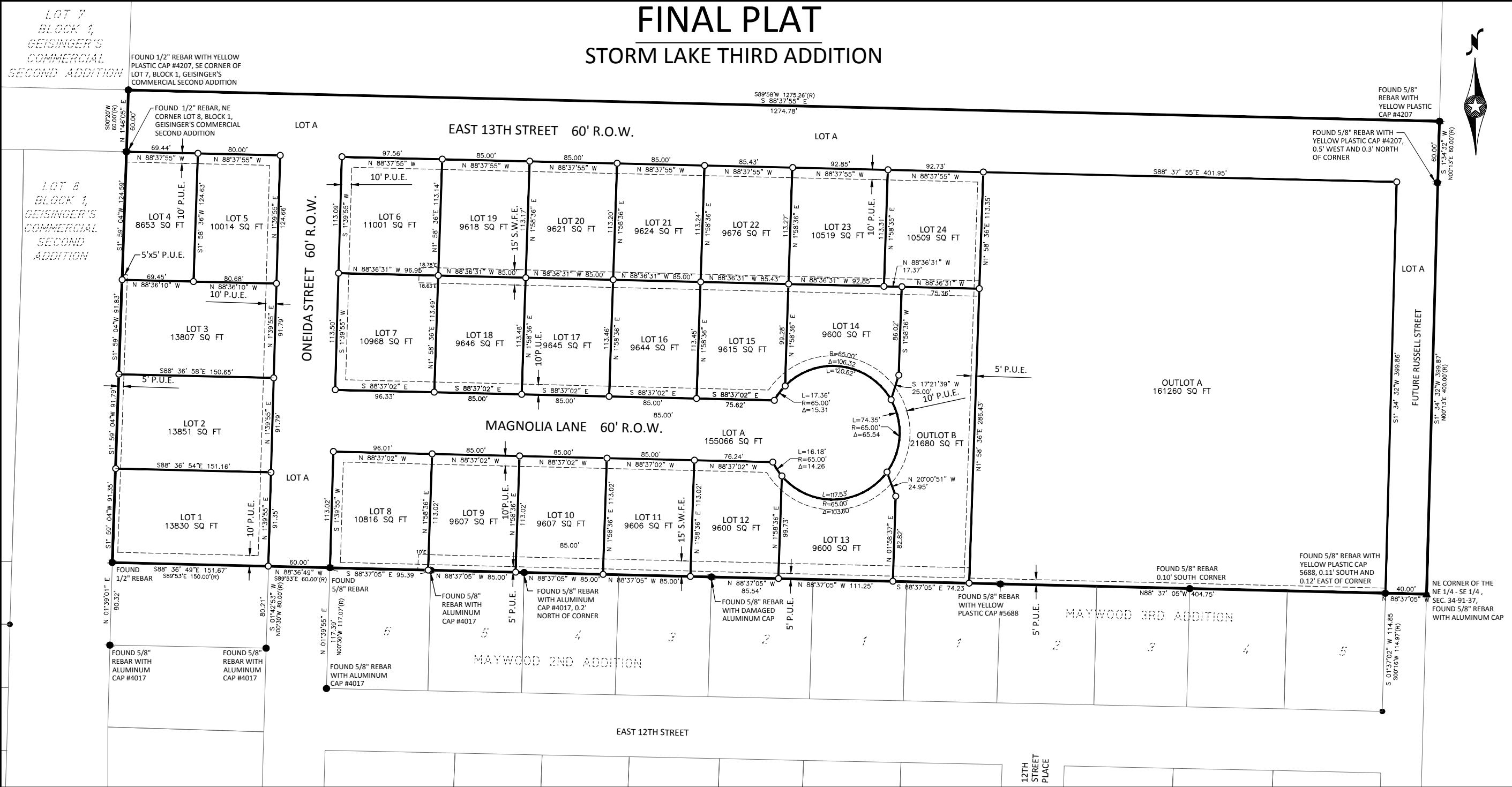
EUGENE R. DREYER L.S.

REG. NO. 17535 DATE: 06/09/2014

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

RECORD DRAWING INFORMATION	CITY OF STORM LAKE, IOWA	SHEET 1 OF 2
OBSERVER:	STORM LAKE 3RD ADDITION - FINAL PLAT	
CONTRACTOR:	TITLE SHEET	
DATE:		

FINAL PLAT
STORM LAKE THIRD ADDITION



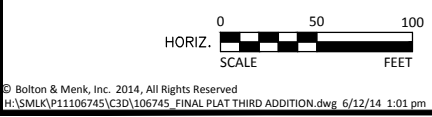
- LEGEND**
- ▲ FOUND SECTION CORNER
 - SET ½"x24" REBAR WITH YELLOW PLASTIC CAP#17535
 - FOUND MONUMENT AS NOTED
 - (R) RECORDED DIMENSION
 - (E) EASEMENT DIMENSION
 - P.U.E. PUBLIC UTILITY EASEMENT
 - S.W.F.E. SURFACE WATER FLOWAGE EASEMENT

LEGAL DESCRIPTION

A PART OF THE E ½ OF THE NE ¼ OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE FIFTH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA THENCE NORTH 00°20' EAST A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA THENCE NORTH 89°58' EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 00°20' WEST A DISTANCE OF 400.00 FEET TO THE SOUTH LINE OF SAID NE ¼ AND THE NORTHEAST CORNER OF LOT 1, BLOCK 1, MAYWOOD SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE SOUTH 89°58' WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE ¼) A DISTANCE OF 150.00 FEET TO THE PLACE OF BEGINNING.

A PART OF THE EAST HALF (E ½) NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINETY-ONE (91) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE FIFTH, P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., THENCE NORTH 00°13' EAST ALONG THE EAST LINE OF SAID NE ¼ A DISTANCE OF 460.0 FEET; THENCE SOUTH 89°58' WEST A DISTANCE OF 1,275.26 FEET TO THE SOUTHEAST CORNER OF LOT SEVEN (7), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE SOUTH 00°20' WEST ALONG THE EAST LINE OF SAID GEISINGER'S COMMERCIAL SECOND ADDITION A DISTANCE OF SIXTY (60.0) FEET TO THE NORTHEAST CORNER OF LOT EIGHT (8), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE NORTH 89°58' EAST A DISTANCE OF 150.0 FEET; THENCE SOUTH 00°20' WEST A DISTANCE OF 400.0 FEET TO THE SOUTH LINE OF SAID NE ¼ AND TO THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), MAYWOOD SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE NORTH 89°50' EAST ALONG THE SOUTH LINE OF SAID NE ¼ A DISTANCE OF 1,126.20 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 12.095 ACRES.

- NOTES**
1. THE NORTH LINE OF STORM LAKE THIRD ADDITION IS ASSUMED TO BEAR S 88°37'55" E.
 2. STORM LAKE THIRD ADDITION IS IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 34-91-37 AND ALSO A PART OF LOT 1, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION.
 3. MONUMENTS WILL BE PLACED UPON COMPLETION OF UTILITY AND ROAD CONSTRUCTION.
 4. LOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STREET RIGHT-OF-WAY PURPOSES.
 5. OUTLOT B TO BE DEDICATED TO THE CITY OF STORM LAKE FOR PUBLIC PARK.
 6. OUTLOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STORM WATER DETENTION.
 7. THE TOTAL AREA OF THE ADDITION IS 586,682 SQUARE FEET.



BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN
WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN
BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA

REV.	BY	DATE	CITY OF STORM LAKE, IOWA	SHEET
			STORM LAKE 3RD ADDITION	2
			FINAL PLAT	OF
				2

PREPARED BY AND RETURN TO: EUGENE DREYER BOLTON & MENK, INC. 2730 FORD STREET AMES, IA (515) 233-6100

FOUND 5/8" REBAR, NW CORNER
LOT 8, BLOCK 1, GEISINGER'S
COMMERCIAL SECOND ADDITION

S89°49'W 100.00'(R)
N 88°46'44" W 99.94'
N 88°46'44" W
17.06'

FOUND 1/2" REBAR, NE CORNER LOT 8,
BLOCK 1, GEISINGER'S COMMERCIAL
SECOND ADDITION.

LOT 8
BLOCK 1,
GEISINGER'S
COMMERCIAL
SECOND
ADDITION

5' P.U.E.

10' P.U.E.

LOT 4,
STORM LAKE
THIRD ADDITION

PARCEL 1
2125 SQ FT

124.54'
S 1°59'09" W
N 1°59'04" E
124.59'

5' P.U.E.

S 88°36'10" E
17.06'
FOUND 1/2" REBAR WITH YELLOW
PLASTIC CAP #17535



0 50 100
HORZ. SCALE FEET

LEGEND

● FOUND MONUMENT AS NOTED

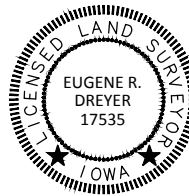
▲ FOUND SECTION CORNER

○ SET 1/2"x24" REBAR WITH YELLOW
PLASTIC CAP #17535

LEGAL DESCRIPTION

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION
TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W,
17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W,
124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID
LOT 8; THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID
LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125
SQUARE FEET.



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

EUGENE R. DREYER L.S.

REG. NO. 17535

DATE:

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1 OF 1

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PLAT OF SURVEY FOR LOT SPLIT PURPOSES

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

1900 NORTH GRAND AVE, P.O. BOX 275
SPENCER, IOWA 51301
(712)-580-5075

OWNER:
CITY OF STORM LAKE, IOWA
P.O. BOX 1086 / 620 ERIE STREET
STORM LAKE, IA 50588

FOR: CITY OF STORM LAKE, IOWA

DRAWN BY: CMS

BUENA VISTA COUNTY

JOB NUMBER: P11.106745

RESOLUTION NO. 16-R-2014-2015

RESOLUTION APPROVING DISPOSITION AND CONVEYANCE OF REAL ESTATE TO HFH OF BUENA VISTA, INC. IN EXCHANGE FOR DEVELOPMENT OF TWO RESIDENTIAL LOTS FOR HOUSING FOR LOW OR MODERATE INCOME FAMILIES; AND AUTHORIZING MAYOR AND CLERK TO EXECUTE CONTRACTS, DEEDS, AND DOCUMENTS FOR SUCH DISPOSITION AND CONVEYANCE

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

A part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Beginning at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE $\frac{1}{4}$ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of 150.00 Feet to the place of beginning.

AND, A part of the East Half (E $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE $\frac{1}{4}$ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE $\frac{1}{4}$ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE $\frac{1}{4}$ a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres,

(the “Subdivision Land”);

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

A PART OF LOT EIGHT (8), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the NE Corner of said Lot 8, thence N 88°46'44" W, 17.06 feet along the North line of said Lot 8; Thence S 01°59'09" W, 124.54 feet; thence S 88°36'10" E, 17.06 feet to the East line of said Lot 8; thence N 01°59'04" E 124.59 feet along the East line of said Lot 8 to the Point of Beginning and containing an area of 2125 square feet.

(the "Parcel");

WHEREAS, the City Council believes that the City needs more housing and, as part of the City's efforts to expand housing, is planning to develop a single family residential subdivision to be known as Storm Lake 3rd Addition (the "Addition") on the Subdivision Land, that will include, in phases, twenty-four residential lots, a park, and an area for storm water management improvements;

WHEREAS, the City's engineer has prepared a proposed Final Plat of Storm Lake 3rd Addition, and the City Council has approved or soon will be considering for approval the subdivision plat for the Addition;

WHEREAS, HFH of Buena Vista, Inc., an Iowa Nonprofit corporation, ("HFH") builds and restores good homes that are affordable for families it selects to own and occupy such homes;

WHEREAS, the City and HFH wish to cooperate to develop two of the proposed lots in the Addition each for a single family home which will either be of new construction or moved from another location to one of two designated lots in the Addition;

WHEREAS, the City and HFH have negotiated an Agreement Between the City of Storm Lake, Iowa and HFH of Buena Vista, Inc. for Development of Lots (the “Agreement”), subject to the approval of the City Council of the City of Storm Lake, Iowa, in which the City, without money consideration paid to it by HFH, would convey to HFH the Parcel (2,125 square feet) and two lots in the Addition, designated as Lot 4 (8,653 square feet) and Lot 5 (10,014 square feet) in the proposed Final Plat of Storm Lake 3rd Addition;

WHEREAS, the City proposes to convey the Parcel, a piece of land outside the Addition but adjacent to Lot 4 in the Addition, to HFH to augment the size of Lot 4, which will allow HFH to construct or place a home on the augmented lot and be in compliance with the City’s setback and lot size requirements;

WHEREAS, the City intends that its transfer of the Parcel and Lots 4 and 5 of the Addition to HFH will satisfy a portion of the City’s obligation to set aside funds for Low or Moderate Income (“LMI”) families in connection with the adoption of a new housing urban renewal area that includes the Addition, the plan for which is to be called the Storm Lake 3rd Addition Housing Urban Renewal Plan (the “Urban Renewal Plan”);

WHEREAS, under the proposed Agreement, HFH will:

- a) within 36 months of the conveyance of the Parcel and Lots 4 and 5 of the Addition, complete construction of a new home and garage on, or move an existing home and either build a new garage on, or move an existing garage onto, the lot comprised of Lot 4 and the Parcel;
- b) within 36 months of the conveyance of the Parcel and Lots 4 and 5 of the Addition, complete construction of a new home and garage on, or move an existing home and either build a new garage on, or move an existing garage onto, Lot 5; and
- c) within twenty-four months of the issuance of the building permit for each home or its

foundation, 1) have an LMI family, as defined in the proposed agreement, occupying and living in the home, or 2) convey the home to an LMI family, as defined in the agreement, at a price that is determined by the City to be affordable to an LMI family.

WHEREAS, the City Council, by Resolution adopted July 7, 2014, proposed to dispose of the Parcel and Lots 4 and 5 on the terms and conditions set forth above;

WHEREAS, notice of said proposed disposition of the Parcel and Lots 4 and 5 has been made to the public by publication in the Storm Lake Times on July 11, 2014, pursuant to a directive to the Clerk contained in the July 7, 2014 Resolution.

WHEREAS, after hearing this date, the Council finds that the proposed disposition is in the City's interest for the reasons set forth in the proposed Agreement and for the additional reason that it will lead to the return to the tax rolls of the Parcel and Lots 4 and 5 after it has been improved; and

WHEREAS, HFH of Buena Vista, Inc. has previously approved the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does hereby agree to dispose of the Parcel and Lots 4 and 5 on the other terms and conditions previously set forth in this Resolution and in the Agreement.

IT IS FURTHER RESOLVED that the Agreement, attached as Exhibit "A," is approved.

IT IS FURTHER RESOLVED AND DIRECTED that the Mayor and City Clerk are authorized to sign and otherwise execute the Agreement and all other necessary contracts, deeds, and documents associated with the disposition and conveyance by the City of the Parcel and Lots 4 and 5 to HFH of Buena Vista, Inc. on the terms and conditions set forth herein.

Passed and approved this 21st day of July, 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

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

**AGREEMENT BETWEEN THE CITY OF STORM LAKE, IOWA AND HFH OF
BUENA VISTA, INC. FOR DEVELOPMENT OF LOTS**

This is an agreement (the "Agreement") between the City of Storm Lake, Iowa, a municipal corporation (the "City"), and HFH of Buena Vista, Inc., an Iowa Nonprofit corporation ("HFH").

Recitals

The City owns real estate in Buena Vista County, Iowa, as described and as shown on the attached Final Plat of Storm Lake 3rd Addition (the "Addition"), a proposed residential subdivision of the City. The City Council and the administration of the City believe that the City needs more housing and, as part of the City's efforts to expand housing, are planning to develop the Addition. HFH builds and restores good homes that are affordable for families it selects to own and occupy such homes. The City and HFH wish to cooperate to develop two of the proposed lots in the Addition each for a single family home which will either be of new construction or moved from another location to one of the two designated lots in the Addition. The City and HFH enter into this Agreement to memorialize the commitments and responsibilities of each in this cooperative development effort.

The City intends that its transfer of two of the proposed lots to HFH will satisfy a portion of the City's obligation to set aside funds for Low or Moderate Income ("LMI") families in connection with the adoption of a new housing urban renewal area that includes the Addition, the plan for which is to be called the Storm Lake 3rd Addition Housing Urban Renewal Plan (the "Urban Renewal Plan"). Because one of the lots, designated Lot 4, is too small to satisfy the City's setback and size requirements for a residential lot, the City also intends to transfer to HFH a part of an adjacent lot owned by the City that is not in the Addition, which can be added to Lot 4 to accommodate the size of the house to be placed on Lot 4 and to satisfy the City's setback and size requirements.

Now, therefore, in consideration of the mutual promises contained herein, the City and HFH agree as follows:

Terms of Agreement

Section 1. **Lots donated to HFH.** Within forty-five days of the later of a) the completion of the Platting of the Addition as required by law or ordinance, or b) the adoption of the Urban Renewal Plan for the area that includes the Addition, the City will donate to HFH two residential lots which will be Lots 4 and 5 as shown on the attached Final Plat of the Addition, but the precise boundaries are subject to change in the sole discretion of the City. In addition, the City will donate to HFH the following described real estate:

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8; THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET.

The real estate to be donated by the City to HFH under this Section 1, in the aggregate, is referred to below as the "Property." That part of the Property to be donated to HFH that is situated in Lot 8, Block 1, Geisinger's Commercial Second Addition shall be referred to below as the "Parcel." The individual lots in the Addition to be donated to HFH shall be referred to below as "Lot 4" or "Lot 5", as the case may be. The Parcel and Lot 4 together shall be referred to below as, "Enlarged Lot 4." The City, without monetary consideration from HFH, shall convey the Property to HFH by warranty deed, subject to easements of record and further subject to a provision that the fee simple title shall revert to the City in the event HFH fails to comply with the provisions of Sections 2, 3 and 4 below unless the parties otherwise agree in a writing recorded in the office of the Buena Vista County, Iowa Recorder. The warranty deed shall also recite that the conveyance is subject to the provisions and restrictions of this Agreement, including the easement retained by the City as provided in Section 10 below. At the time of conveyance to HFH, the City shall have marketable title to the Property. The City, at its expense, shall provide HFH with an abstract of title for the Property, continued to a date that shall not be more than forty-five days before the date on which the deed for the lots is delivered. If title to the two lots reverts to the City, HFH shall promptly return to the City Manager the abstract of title furnished to HFH by the City. The City shall pay any transfer tax imposed on its conveyance of the lots to HFH. The City shall pay any real estate taxes and special assessments that are a lien on the real estate before the conveyance of the lots to HFH.

Section 2. **Temporary placement of homes on lots.** After this Agreement has been executed by both the City and HFH, HFH may, but is not required to, move to, and leave on, the Property and the North half of Lot 3 of the Addition a single family dwelling for each of Enlarged Lot 4 and Lot 5, provided that a) each such dwelling is one that HFH will ultimately put on a permanent foundation on either Enlarged Lot 4 or Lot 5; b) each such dwelling remains on the steel supports on which it is moved until it is placed on its permanent foundation; and c) each dwelling is placed on its permanent foundation within three hundred sixty five days from

the day the dwelling is placed on the Property, the North half of Lot 3 of the Addition, or both, but not later than the deadline for placement on a permanent foundation set forth in Section 3 below. Any dwelling not placed on its permanent foundation that is left on the Property, the North half of Lot 3 of the Addition, or both, after the deadline for placing it on its permanent foundation, as set forth in this Section 2, shall be removed from City-owned property by HFH, at HFH's expense, in the event the City declares HFH to be in default under this Agreement.

Section 3. Deadline for construction or placement of home; and deadline for occupancy. Within twenty-four months of the conveyance of the Property to HFH, HFH shall have secured from the City a building permit for construction of a house or house foundation on each of Enlarged Lot 4 and Lot 5. Within twelve months of the date on which the City issues a building permit to HFH for the construction of a house or the foundation for a house on Enlarged Lot 4 or Lot 5, HFH shall have completed construction of a single family dwelling on, or moved an existing single family dwelling onto a permanent foundation on, that lot. Within twenty-four months of the date on which the City issues such building permit, an LMI family selected by HFH, using its customary selection methods, shall occupy and be living in that dwelling constructed on or permanently moved onto the lot for which the building permit was issued. An LMI family shall be a family, including single person households, who earns no more than eighty percent (80%) of the higher of the median family income of Buena Vista County or the State-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines, and who are eligible for housing under Section 42 of the Internal Revenue Code. Alternatively, within such twenty-four month period, HFH can convey each of the dwellings constructed on Enlarged Lot 4 and on Lot 5 to an LMI family at a price that is determined affordable to an LMI family, as calculated in the City's sole discretion. HFH shall provide documentation as reasonably requested by the City to determine compliance with this provision.

Section 4. Garages. Within twelve months of the date on which the City issues a building permit to HFH for the construction of a house or the foundation for a house on Enlarged Lot 4 or Lot 5, a garage large enough to house at least one motor vehicle shall be constructed by HFH, at its expense, on the lot, that is, Enlarged Lot 4 or Lot 5, for which the building permit was issued, unless a dwelling moved to the lot and placed on a permanent foundation includes an attached garage or unless a separate garage has been moved onto a foundation on the lot. Any garage moved to Enlarged Lot 4 or Lot 5 shall be refurbished to like-new condition and to the reasonable satisfaction of the City within twelve months of the date on which the City issues a building permit for the construction of a house or house foundation on the lot onto which the garage is moved or to be moved .

Section 5. Sidewalks. HFH, at its expense, shall construct and install sidewalks on Enlarged Lot 4 and on Lot 5 after construction of the dwelling or placement of the dwelling on its permanent foundation on the applicable lot and before the dwelling is occupied.

Section 6. Commencement of work on lots. HFH shall not dig or pour footings or basements, or otherwise commence work on the Property or on dwellings stored on the Property before the City conveys the Property to HFH by Warranty Deed, except as may be specifically authorized in this Agreement. HFH shall also refrain from commencing work on the Parcel as

set forth in Section 9 below.

Section 7. Parcel and Lot 4 (“Enlarged Lot 4”) to be one residential lot. HFH shall use and treat the Parcel together with Lot 4, as Lot 4 is ultimately located and configured in the City Council-approved Final Plat of the Addition, as one residential lot. Enlarged Lot 4 shall be considered one residential lot for determining compliance with all size and setback requirements under law, ordinance, or restrictive covenants for such residential lot. The zoning, size and setback requirements applicable to the Addition shall apply to all of Enlarged Lot 4.

Section 8. Installation of subdivision infrastructure. The City, at its expense, shall install any road, water main, sanitary sewer main, and storm water infrastructure in the Addition that is included in the subdivision plans or required by law or ordinance, unless this Agreement requires HFH to install it. HFH, at its expense, shall install individual service lines for each of Enlarged Lot 4 and Lot 5, including service lines for water and sewer. HFH, at its expense, shall cause to be installed other private utilities for Enlarged Lot 4 and Lot 5, including without limitation, natural gas, electricity, cable television, internet, and telephone. HFH shall pay the City hook-up fees for water and sewer, and shall purchase a water meter and pay the costs of tapping the water main, as set forth in the City Code and in supporting fee resolutions passed by the City Council of City.

Section 9. Relinquishment of existing easement. By August 1, 2015, the City a) shall remove an existing storm sewer pipeline located within an existing easement right-of-way on the east 10 feet of the Parcel, and b) shall file for record a relinquishment of that part of the permanent easement right-of-way granted to the City on the east 10 feet of the Parcel for the construction and maintenance of a storm sewer pipeline, which easement was recorded October 18, 1982, in Book 26, Pages 523-531 in the Buena Vista County, Iowa Recorder’s Office. HFH shall not begin construction of a house or house foundation on the Parcel until after the City removes such sewer pipeline. HFH understands that the restriction of this Section means that, because of the additional limitations of Section 2, HFH should not, before August 1, 2014, temporarily place a house on the Property that will ultimately be set on a foundation located to any extent on the Parcel.

Section 10. Compliance with laws, ordinances and restrictive covenants. HFH shall obtain moving permits and building permits as required by law and shall otherwise comply with laws and ordinances governing any actions this Agreement requires HFH to take. Notwithstanding any provision of this agreement, HFH shall abide by any protective or restrictive covenants applicable to lots in the Addition established by the City. Any protective or restrictive covenants applicable to the Addition shall also apply to Enlarged Lot 4, and shall be enforceable against Enlarged Lot 4 to the same extent and for the same duration as they are enforceable with respect to other lots within the Addition. For purposes of the application of protective and restrictive covenants, Enlarged Lot 4, in its entirety, shall be considered one of the lots in the Addition.

Section 11. Conveyance of Parcel subject to retained easement. The conveyance of the Parcel to HFH shall be subject to a perpetual easement on, over, across, and through the following described real estate:

The North Ten feet (N. 10'), the South Five feet (S. 5'), and the West Five Feet (W. 5') of the real estate described as:

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8; THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET

(the "Easement Area"), which easement shall be retained by, and in favor of, the City for the construction, maintenance, repair, operation, or removal of storm sewer pipeline and other public utilities. No building, fence or vertical improvement of any kind shall be placed, constructed, or installed on the Easement Area. A driveway or parking pad may be constructed on the Easement Area, provided it is and may be constructed on the Easement Area without violating any law, ordinance, or restrictive covenant. If the City damages any driveway or parking pad constructed on the Easement Area in the construction, maintenance, repair, or removal of any utility improvement, the City, at its expense, shall restore the driveway or parking pad to a condition as near to its condition before the City's work as possible.

Section 12. **No tax abatements.** HFH has been informed by the City and understands that the Property to be conveyed to HFH under this Agreement will not be eligible for any tax abatement under the law.

Section 13. **Indemnification.** HFH shall indemnify and save harmless City from all liability due to any actions or omissions on the part of the HFH relating to performance of this Agreement, including all legal expenses and costs incurred by City in defending any claim or suit arising under this Agreement, but only to the extent of the negligence or other wrongful conduct of HFH. City shall indemnify and save harmless HFH and its affiliates from any encumbrances on the designated lots prior to possession of the lots by HFH and all liability due to any actions or omissions on the part of the City relating to performance of this Agreement, including all legal expenses and costs incurred by HFH in defending any claim or suit arising under this Agreement, but only to the extent of the negligence or other wrongful conduct of City.

Section 14. **Not Assignable.** This Agreement may not be assigned, transferred, or conveyed by the parties.

Section 15. **Successors and Assigns Bound.** The provisions and restrictions of this Agreement shall be covenants running with the land and shall bind and inure to the benefit of the successors in interest and assigns of HFH and the City. The deed by which the City conveys the Property to HFH may incorporate the provisions and restrictions of this Agreement by reference

to the Agreement, which Agreement shall be recorded in the Buena Vista County, Iowa Recorder's Office. The provisions and restrictions of this Agreement shall apply to Lot 4 and Lot 5 as they are located and configured in the Final Plat of the Addition and shall apply to the Parcel.

Section 16. **Subject to Council Approval.** This Agreement is subject to approval of the City Council of the City of Storm Lake, Iowa and shall be void if not so approved. Even if approved by the City Council of the City of Storm Lake, Iowa, the Agreement shall not be executed by the Mayor and City Clerk before the City Council's approval and the recording in the Buena Vista County, Iowa Recorder's Office of the Dedication of Plat and Final Plat of Storm Lake 3rd Addition. This Agreement shall be void if executed before such approval and recording.

Dated: _____

THE CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

Attest: _____
Justin Yarosevich, City Clerk

Dated: _____

HFH OF BUENA VISTA, INC.

By: _____
Charles Valenti-Hein, President

By: _____
William Crilly, Board Member

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2014,
by Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State Of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2014,
by Charles Valenti-Hein and William Crilly, as President and Board Member, respectively, of
HFH of Buena Vista, Inc.

Notary Public in and for the State Of Iowa

|

STORM LAKE 3RD ADDITION

FINAL PLAT

CITY OF STORM LAKE, IOWA

Exhibit "A"



LOCATION MAP

OWNER

CITY OF STORM LAKE, IOWA
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

DEVELOPER

CITY OF STORM LAKE, IOWA
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

PREPARED BY

BOLTON & MENK, INC.
3300 NORTH GRAND AVENUE
SPENCER, IA 51301

SUBMITTAL DATE

JUNE 09, 2014

SETBACK REGULATIONS

ZONING DISTRICT R-1

FRONT YARD: 25 FEET
STREET SIDE YARD: 25 FEET
INTERIOR SIDE YARD: 10 FEET
REAR YARD: 25 FEET

SHEET INDEX

SHEET NO.	TITLE
1	TITLE SHEET
2	FINAL PLAT

REVIEWED & APPROVED: PLANNING & ZONING COMMISSION DATE: _____

REVIEWED & APPROVED: BOARD DATE: _____

REVIEWED & APPROVED: CITY CLERK DATE: _____



PLANNING & ZONING COMMISSION	CITY OF STORM LAKE, IOWA	1
BOARD	STORM LAKE 3RD ADDITION - FINAL PLAT	OF
CITY CLERK	TITLE SHEET	2

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BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANASSAS, VA HANCOCK, NH ELIZABETH, NH BURLINGTON, NH WILLIAMSBURG, VA
CHANDLER, AZ HANOVER, NH BOSTON, MA BOSTON, MA BOSTON, MA
BOSTON, MA BOSTON, MA BOSTON, MA BOSTON, MA BOSTON, MA

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Staff Summary

7/21/2014

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 17-R-2014-2015 Citywide Sign Replacement Grant Program Through the Iowa Department of Transportation**

BACKGROUND: The Iowa Department of Transportation (IA DOT) has a grant program called the "All City Sign Replacement Program" available to cities in Iowa to assist them in replacing signs such as speed limit and railroad signage and posts. The City applied for and was granted this program last year and replaced approximately 57 stop signs with posts.

The Federal Highway Administration now requires the City of Storm Lake to implement new sign retroreflectivity standards and to have a sign replacement program for regulatory and warning signs. This will help the City achieve 100% compliance for all signs at retroreflectivity levels that meet or exceed the minimum standards. The Federal Highway Administration requirements state that signs which no longer meet the minimum retroreflectivity criteria must be replaced with signs that conform to the Manual on Uniform Traffic Control Devices (MUTCD).

There are over 1400 signs within the City that require updating within the next few years. The City does have a plan that would achieve complete compliance within 4 years.

If awarded this IDOT grant it would help move the City forward in their plan and allow for \$5,000 towards the cost of sign and post replacement. This would cover the cost of 57 advanced warning railroad signs and speed limit signs and posts.

The IA DOT requires the City to have a resolution adopted by the city council prior to submitting the application.

If the grant is awarded the signs must be replaced within 180 days of materials being furnished to the City.

FISCAL IMPACT: The total cost of replacement for the 57 signs is estimated to be

\$4,986.00. The program offers a maximum of \$5,000 for sign and post replacement. The total estimated cost of replacing all signs within the City to meet the new reflectivity standards is approximately \$128,000.

RECOMMENDATION: Approve Resolution No. 17-R-2014-2015

ATTACHMENTS:

Description	Type
 DOT sign program	Backup Material
 Resolution No. 17-R-2014-2015	Resolution
 Spreadsheet	Contract

All Town Sign Replacement Program - 2014

Program Overview

Continuing from last year, the Iowa Department of Transportation is reorganizing its Small Town Sign Replacement Program to provide signs to all communities in Iowa. New for this year, several additional signs qualify for replacement. With the goal to focus resources on safety, the program offers to replace the following eligible signs that are deficient, damaged or obsolete:

- Stop
- Stop Ahead
- Yield
- All Way (eligible for new locations)
- Speed Limit
- No Right Turn
- No Left Turn
- No U-turn
- Wrong Way
- One-way on Right Arrow
- One-way on Left Arrow
- One-way with Right Arrow
- Do Not Enter
- One-Direction Large Arrow
- Two-Direction Large Arrow
- Speed Reduction
- Railroad Advance Warning
- School Symbol
- Bicycle Symbol
- Pedestrian Symbol
- Crossing Diagonal Left Down Arrow
- Crossing Ahead Supplemental

The sign post for eligible signs may be replaced if:

- Sign mounting height is incorrect
- Post is damaged
- Post is warped (sign not level or perpendicular to roadway)
- Lateral post placement is incorrect
- Longitudinal placement is incorrect

Posts and fasteners are provided for each eligible sign, if needed. Individual cities may receive signs, posts and fasteners up to a total of \$5,000 in value.

The applications are submitted to the Program Coordinator for evaluation. If the application is approved, the Iowa DOT will provide the signs, posts and fasteners to the applicant. The applicant is responsible for installation of the signs and is required to notify the Program Coordinator after completion

Application information and guidance is available to on our web site or may be sent to applicants by mail, upon request.

All Town Sign Replacement Program - 2014

Program Overview (Cont'd)

Program Coordinator

John Sebastian

Phone: 515-239-1991 Fax: 515-239-1891

General Office Phone: 515-239-1557

Email: john.sebastian@dot.iowa.gov

Website: <http://www.iowadot.gov/traffic/smalltownsign.htm>

Submit Applications to:

Iowa Department of Transportation
Office of Traffic & Safety
All Town Sign Replacement Program
800 Lincoln Way
Ames, IA 50010

All Town Sign Replacement Program - 2014

Application Process

1. Identify signs and posts to be replaced

Signs eligible through this program provide replacements for signs already in place. This program does not provide signs for new installations with the exception of the All Way sign.

Applicants are required to perform an assessment of their sign needs by identifying deficient, damaged or obsolete signs.

2. Determine proper location and length of post for each sign

Applicants must verify the existing signs are properly located and mounted at the correct height. This exercise is necessary for an applicant to determine the length of replacement posts and to assure replacement signs are properly installed.

3. Fill out application

The applicant information and the sign locations from the field review are entered on the application. The preferred format of the application is the Microsoft Excel spreadsheet available from our website. The spreadsheet automatically calculates the running costs. The application may be submitted on paper, but the applicant will need to calculate the sign costs by hand. The application request cannot exceed \$5,000.

4. Obtain a signed resolution

A resolution must be prepared and approved by the applicant's City Council. The approved and signed "City Council Resolution" must be submitted to the Program Coordinator with the application to be eligible for approval.

5. Submit application & supporting documentation to Program Coordinator

Electronic submittal:

- 1.) Email the "Sign Application" spreadsheet.
- 2.) Mail, email or fax the signed resolution.

Or, hardcopy submittal:

- 1.) Mail or fax the "Application Information Sheet"
- 2.) Mail or fax the "Sign and Signpost Request Sheet(s)"
- 3.) Mail or fax the signed resolution.

All Town Sign Replacement Program - 2014

Application Review Process & Requirements

Application Review - The application is reviewed to verify all supporting documentation has been received. The requested signs and/or posts are reviewed for proper location and appropriate use. The applicant may be contacted for any clarification.

Application Approval - Once the application has been reviewed, we will determine if funding is available to approve the grant. The notification of approval or denial will be sent to the applicant.

Shipping of Materials - Signs, posts and/or fasteners for approved grants will be shipped to a DOT maintenance garage near the applicant. Upon arrival, the applicant will be notified of the arrival of the shipment and where it may be picked up. Depending on inventory availability, shipments should arrive approximately 8 weeks after the application is approved. If the grant includes both signs and posts, the shipments may arrive at different times. The signs are shipped from the DOT Sign Shop and the posts/fasteners are shipped from the DOT Warehouse.

Installation of Signs - The grant requires the installation of the signs and/or post in a timely manner. Therefore, the installation should be complete within 180 days of being furnished as per the city resolution. Please notify the Program Coordinator of any extenuating circumstances.

Notification of Installation - Within 30 days of the installation of the sign and/or posts, notify the Program Coordinator.

All Town Sign Replacement Program - 2014

Sign Inspection Guidelines

Signs may be inspected using a variety of techniques. The most common and cost effective method is visual nighttime inspection. Signs are essential to communicating regulatory, warning, and guidance information. It is critical that signs are able to fulfill this role during both daytime and nighttime periods. The ability of a sign to fulfill its role during nighttime periods is provided by a unique form of reflection known as “retroreflectivity.” The retroreflectivity of signs degrades as the signs age in the field.

Traffic signs should be properly positioned, legible and sufficiently reflective. Signs should be visible during the day and at night. They should be viewable without being obscured by such things as weeds, shrubbery, trees or any other object. Damaged or deteriorated signs should be replaced.

General Review Guidelines

- The inspection is conducted at normal roadway operating speeds.
- Signs are normally inspected from the travel lane and not the shoulder.
- The signs must be clean and free of dew or frost during the inspection.
- The weather should be normal without precipitation.

Daytime Review

During daylight hours, signs should be reviewed and the following factors should be considered:

- Sign condition and orientation
- Lateral placement
- Longitudinal placement
- Vertical placement
- Condition of support assembly
- Whether the sign is obscured

The categories listed below are the general reasons why sign are considered to be inadequate and need replacement:

- Bent
- Cracked face material
- Damaged
- Faded
- Illegible
- Missing
- Peeling face material
- Rusty
- Scratched
- Vandalized
- Other (obsolete, etc.)

All Town Sign Replacement Program - 2014

Nighttime Review

Procedures from FHWA Publication FHWA-HRT-08-026:

The usual method of inspecting signs at night is to use a two-person crew. While the driver focuses on the driving task, the passenger evaluates the signs and records the appropriate information. An alternative to a two-person crew is to use one person with a tape recorder or camcorder. If an inventory is available, signs that have been knocked down or missing for some other reason can be identified during the nighttime inspection. If no inventory exists, an inventory of existing signs can be created while conducting the nighttime inspection, but it may not account for missing signs. A nighttime inspection procedure can be performed without a sign inventory.

The nighttime visual inspection method should only use the low-beam headlamps of the vehicle as the source of illumination for the signs. The interior light of the vehicle should remain off to the extent feasible. The inspection should be performed at highway speeds and from the travel lanes and not the shoulder. As the vehicle approaches the sign, the sign's overall appearance in terms of brightness and legibility is assessed. Usually the sign is given a rating defined by the agency. At a minimum, the scale should include three designations: good, fair, and poor. The inspector records the information for each sign and the rating that it is given. Signs rated as poor should be scheduled for replacement as soon as possible. Depending on the inspection schedule, signs rated as fair can be noted as requiring attention during the next set of scheduled inspections or can be identified for additional assessment, such as measurement at a later date using a handheld retroreflectometer.

The vehicle and inspector combination should be selected to provide a conservative estimate of sign retroreflectivity. The increased sales of pickup trucks and sport utility vehicles, which result in larger observation angles, make these types of vehicles appropriate for use in many regions. Relatively new vehicles, with visually/optically aimable (VOA) headlamps, should be considered. Ideally, the inspector should be older, with nighttime visual capabilities similar to older drivers. The vision of the inspector should be tested to ensure that it is within the legal limits of the State. It is important that an agency develop consistent guidelines to decrease the subjectivity of inspections. For instance, some items to consider are procedures to clean the headlamps and windshield before each night of inspections and to periodically check the headlamp aiming. A procedure to check the headlamp aim of VOA headlamps is provided in table 4.

All Town Sign Replacement Program - 2014

Table 4. Headlamp Aiming Procedure.

What you will need:

- A level area with a distance of approximately 25 feet plus the length of the vehicle from a flat lightly colored wall
- A tape measure
- Masking tape

Instructions:

- ☐ Park the vehicle so that the headlamps are precisely 25 feet from a flat lightly colored wall. The vehicle should have at least $\frac{1}{2}$ of a tank of gas and should be loaded as it would be when inspecting signs. This includes the weight of the driver (and passenger present).
- ☐ Measure the exact middle of both the windshield and rear window, and mark them with strips of tape, creating vertical centerlines, front and rear.
- ☐ Standing behind the car, sight along the centerlines, and have an assist mark the position of the vehicle centerline on the wall with a vertical strip of tape.
- ☐ Measure the distance between the vehicle centerline and the headlamp lenses. Mark that distance to the right and left of the centerline on the wall with vertical strips of tape.
- ☐ Measure the height of each headlamp from the ground (measuring to the center of the lens). Using those measurements, place horizontal strips of tape on the wall where the vertical strips have been applied. There should now be two crosses on the wall, with centers that correspond to the center of each headlamp lens.
- ☐ For headlamps with a left-side cutoff (VOL), mark a horizontal line that is 2.1 inches below the headlamp centers with a horizontal strip of tape. For headlamps with a right-side cutoff (VOR), mark a horizontal line that runs through the headlamp centers.
- ☐ Turn the vehicle headlamps on low beam. The left edge of the bright spots on the wall should just touch the vertical bars of the crosses. The top edge of the strongest gradient of light should just touch the horizontal line. Adjust the headlamp aim per manufacturer's instructions, if required.

Probably the most important element of the nighttime inspection is documenting the process and results. This can be done with a voice or video recorder, or even with paper and pencil. Whichever method is selected, it is important that inspections are properly documented and archived to provide tort protection.

All Town Sign Replacement Program - 2014

Post Inspection Guidelines

The categories listed below are the general reasons why sign posts are considered to be inadequate and need replacement:

- Leaning
- Bent (metal)
- Warped (wood)
- Damaged
- Two Posts Spliced Together where Bottom Post > 2.5' Above Ground
- Other (rotten, too short, etc.)

Signs are mounted on a variety of post types and structures. Post Types in Service are listed below:

- Building
- U Channel
- Fence
- Light Pole (metal)
- Mast Arm
- Pipe
- Signal Pole (metal)
- Square Tube (Telespar)
- Utility Pole (wood)
- Wood (round)
- Wood (4" x 4")
- Wood (4" x 6")
- Other

Replacement Post Types Available Through Program:

- U Channel
- Square Metal Tube (2" x 2" Telespar)
- Wood (4" x 4") various lengths
- Wood (4" x 6") various lengths

All Town Sign Replacement Program - 2014

Inspection Worksheet

Page ____ of ____

Sign #			
Sign and Post Replacement Inventory			
Sign Needs to be Replaced (Y/N)		Sign Type	
Sign Condition (code)		Route	
Post Needs to be Replaced (Y/N)		Present Location:	Side of Street
Post Condition (code)			Direction Facing
Installation Information Log			
Proper Sign Installation Height		Proper Lateral Location:	
Required Sign Post Length			
Sign Replacement Post Type			
Sign Location Stake Installed (Y/N)			
<i>make sure holes are drilled in 4X6 wood posts to provide breakaway characteristics during installation process</i>			
Installation Date Completed			

Sign Condition Code:
B. Bent
C. Cracked Face material
D. Damaged
F. Faded
G. Good
I. Illegible
M. Missing
P. Peeling Face Material
R. Rusty
S. Scratched
V. Vandalized (shot or Painted)
O. Other (ex. obsolete)

Post Condition Code:
1. Satisfactory
2. Leaning
3. Bent (metal)
4. Warped (wood)
5. Damaged
6. Two Posts Spliced Together where Bottom Post > 2.5' Above Ground
7. Other

Sign #			
Sign and Post Replacement Inventory			
Sign Needs to be Replaced (Y/N)		Sign Type	
Sign Condition (code)		Route	
Post Needs to be Replaced (Y/N)		Present Location:	Side of Street
Post Condition (code)			Direction Facing
Installation Information Log			
Proper Sign Installation Height		Proper Lateral Location:	
Required Sign Post Length			
Sign Replacement Post Type			
Sign Location Stake Installed (Y/N)			
<i>make sure holes are drilled in 4X6 wood posts to provide breakaway characteristics during installation process</i>			
Installation Date Completed			

Post Types:
B. Building
C. U Channel
F. Fence
L. Light Pole (metal)
M. Mast Arm
P. Pipe
S. Signal Pole (metal)
T. Square Tube (Telespar)
U. Utility Pole (wood)
V. Wood (round)
W. Wood (4X4)
X. Wood (4X6)
O. Other

*Shaded post types are available
for ordering*

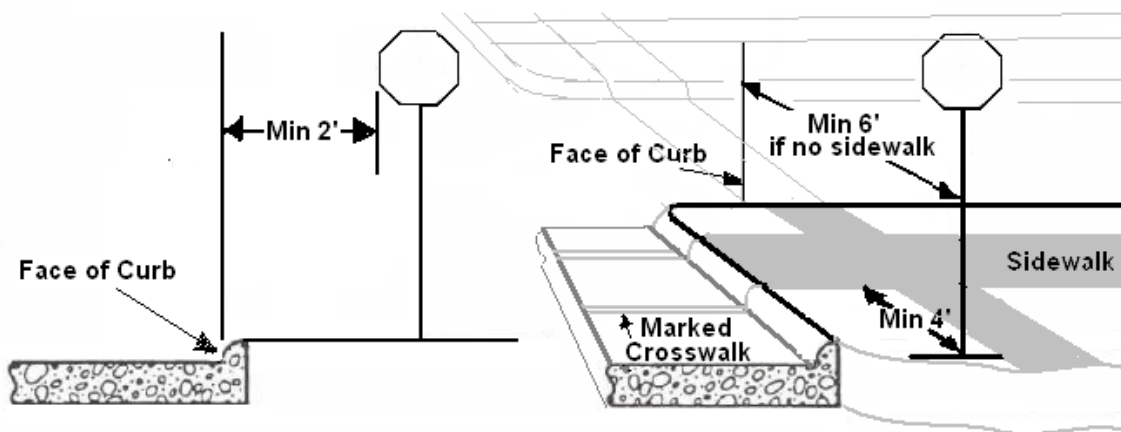
All Town Sign Replacement Program – 2014

Urban Stop Sign Placement

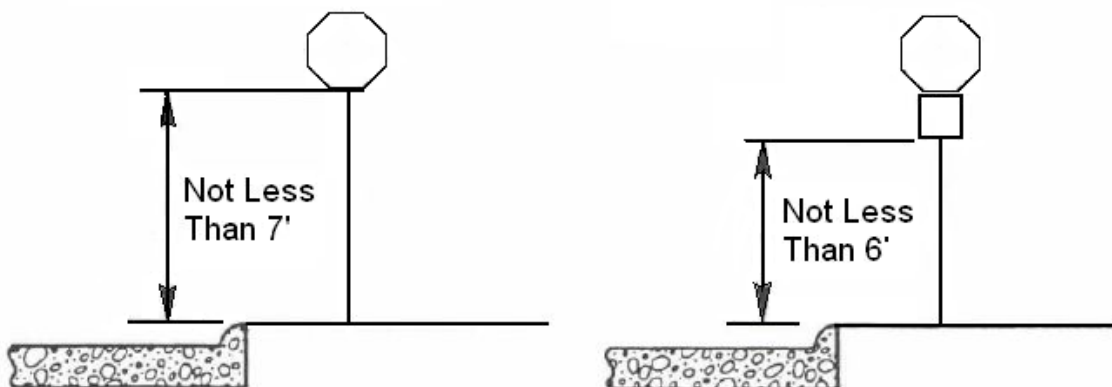
- **Urban Longitudinal Placement** -- a minimum of 6 feet from the near edge of the intersected street or a minimum of 4 feet in advance of the near edge of a marked crosswalk.
- **Urban Lateral Placement** -- Lateral clearance may be reduced to a minimum of 2 feet from the face of a curb. This minimum offset would also apply where stop signs are placed in medians or channelizing islands.

Stop Sign Lateral and Longitudinal Placement

In Urban Areas



Sign Mounting Heights



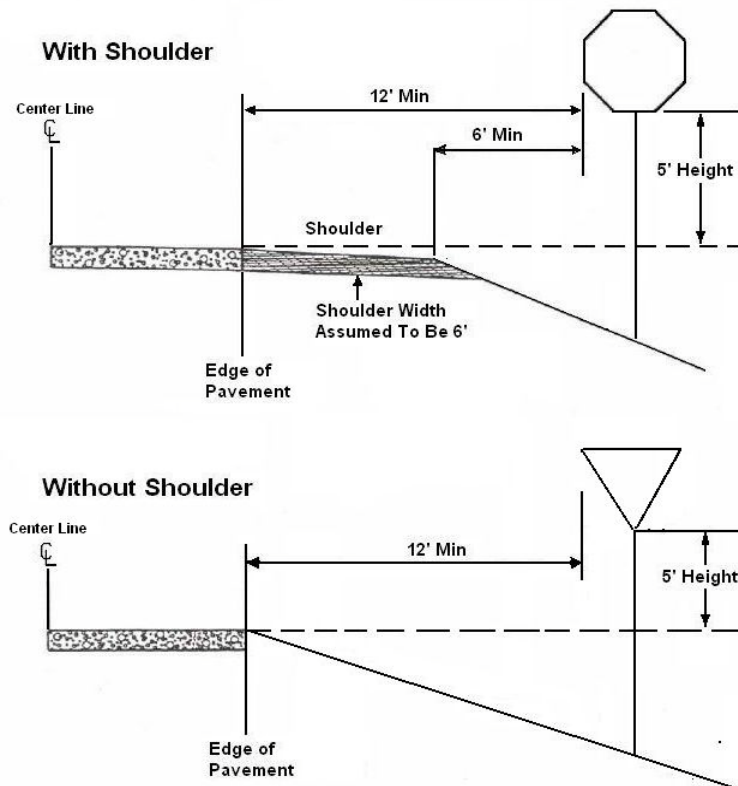
All Town Sign Replacement Program – 2014

Rural Stop Sign Placement

Lateral Placement of Signs

Rural or No Curb

Figure 5



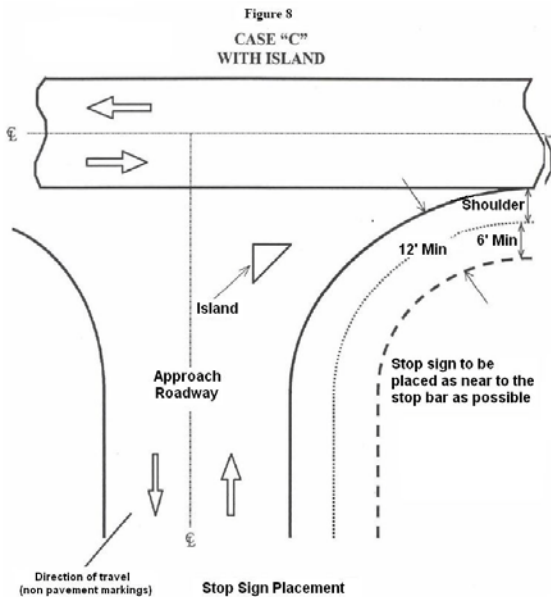
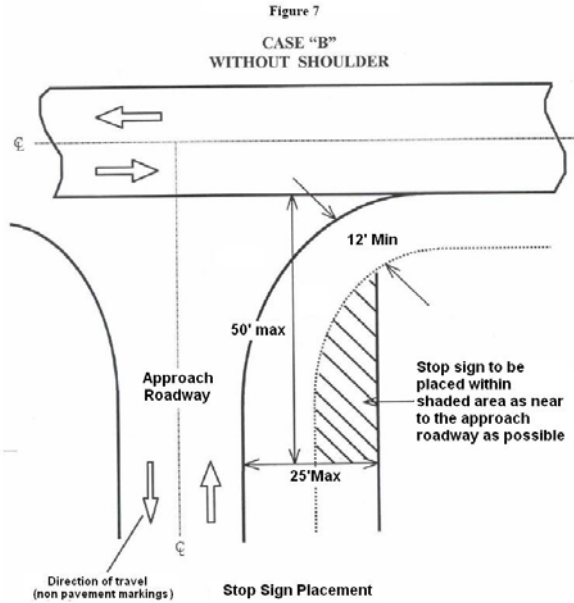
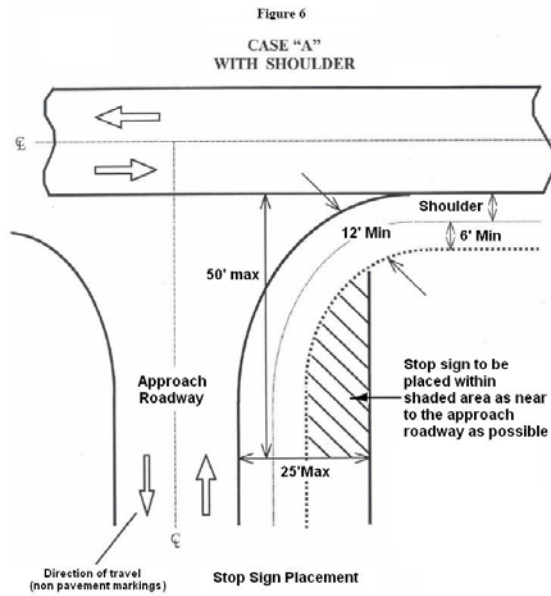
Stop signs should be placed at the point where vehicles are to stop or as near as practical thereto. The Manual of Uniform Traffic Control Devices (MUTCD) suggests that:

- **Rural Longitudinal Placement** -- Stop signs are to be located a maximum of 50 feet from the edge of the intersected street or highway.
- **Rural Lateral Placement** -- in areas where there are no curbs, the lateral clearance should be no closer than 6 feet from the edge of a usable shoulder (shoulder is assumed to be 6 feet). If a usable shoulder is nonexistent, the lateral clearance should be no closer than 12 feet from the edge of the traveled way.

These offset distances are illustrated in Figure 5. Figure 6, Figure 7, and Figure 8 illustrate stop sign locations where there is a shoulder (Case A), where there is no shoulder (Case B) and where there is an island (Case C), respectively. Stop signs should be confined to the shaded areas, but as close to the approach roadway as possible to provide the motorist with the best visibility.

Diagrams detailing cases A, B and C may be found on the following page. on the next page.

All Town Sign Replacement Program – 2014



Where only one stop sign is used, it shall be located on the right side of the approach traffic lane. Where the approach roadway consists of two lanes of traffic, a second stop sign should be placed where it is visible to traffic in the inner lane if a suitable location exists.

All Town Sign Replacement Program – 2014

Regulatory & Warning Sign Mounting Height

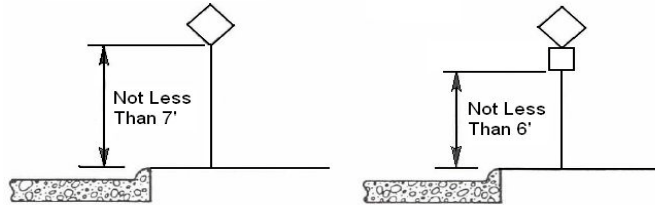
On two-lane routes in rural areas, the Manual on Uniform Traffic Control Devices specifies that signs be mounted at a height of at least 5 feet measured from the bottom of the sign to the near edge of the pavement. In areas where parking or pedestrian movements are likely to occur or where there are other obstructions to view, the clearance from the bottom of the sign to the curb or ground at the base of the sign shall be at least 7 feet. When a secondary sign is mounted below another sign, the mounting heights prescribed above may be reduced to 4 feet and 6 feet respectively.

Sign Mounting Heights

Rural Areas



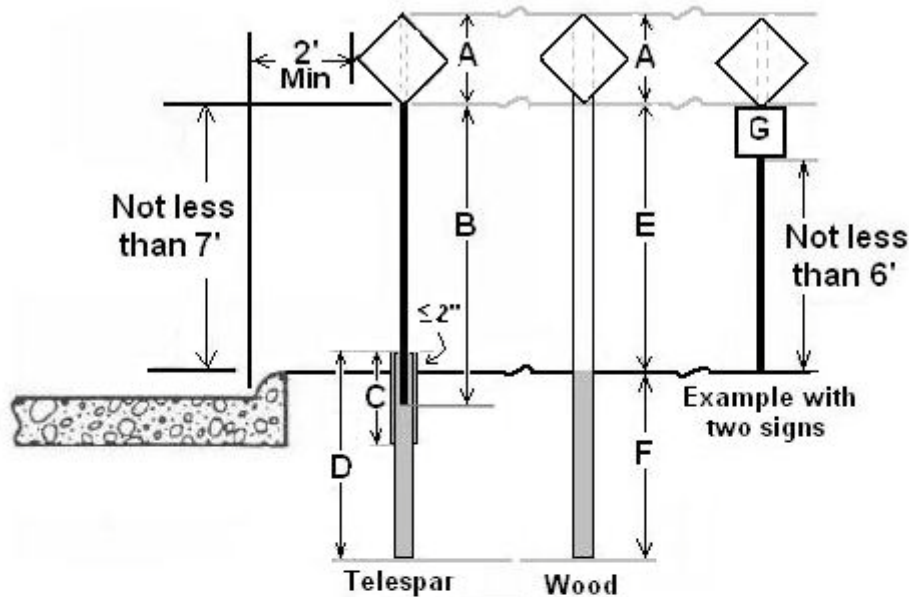
Urban Areas



All Town Sign Replacement Program – 2014

Calculating Sign Post Lengths

Urban with Curb



Calculations for Telespar

- A Sign verticle height 36"
- B 7' plus 6" to 8" inserted into base - total length of 7'6" to 7'8".
- C 18" outer Sleeve for double wall breakaway.
- D 48" Minimum with 1" to 2" exposed above ground.

$$\text{Sign Post length in Telespar} = A + B = 10'8"$$

Where A = 36" and B = 7'8"

Outer Sleeve = C (18")

Anchor Base = D (48")

Calculations For Wood Posts

- A Sign verticle height
- E Height of sign from grade
- F Depth below grade

$$\text{Wood Sign Post Length} = A + E + F = 14'7"$$

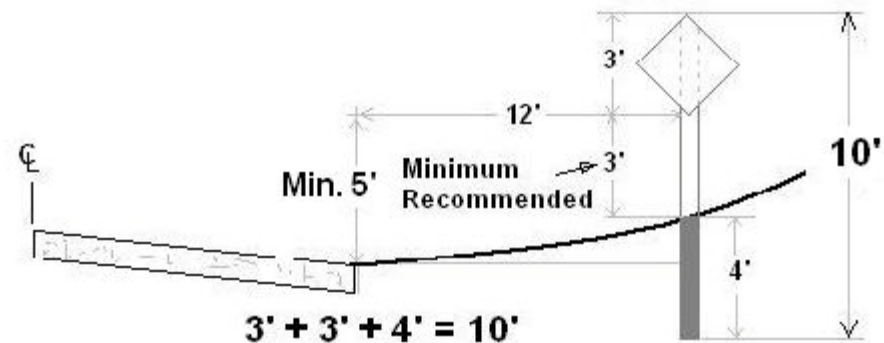
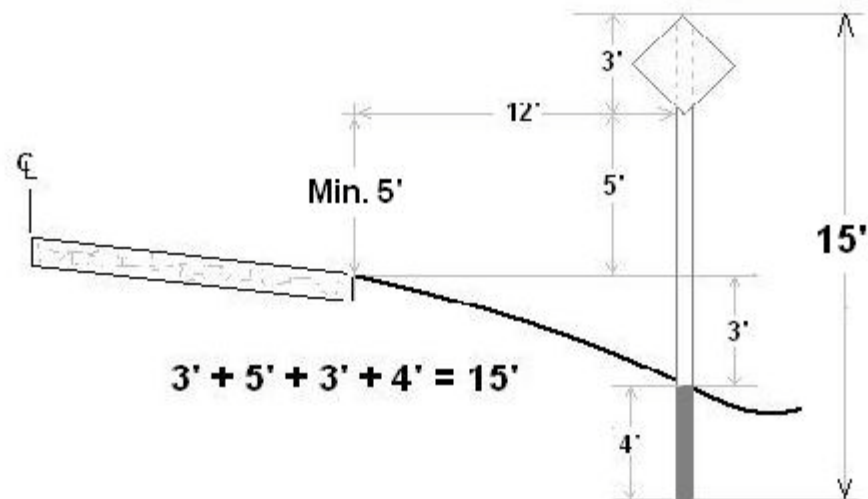
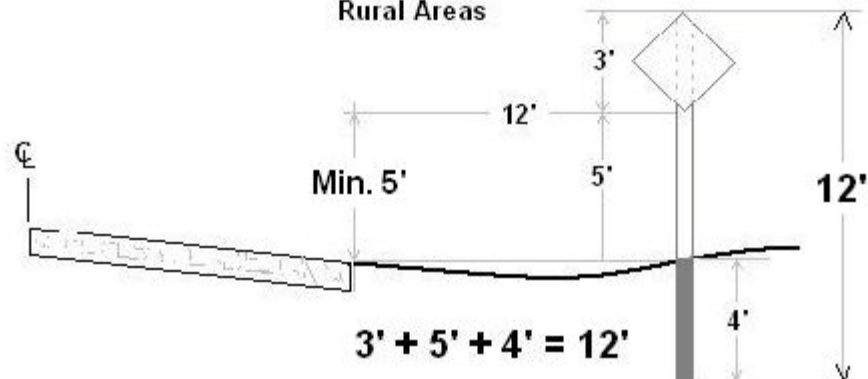
Where A=36" and E=7" and F=4'

Make adjustments for vertical height of sign "G"

All Town Sign Replacement Program – 2014

Calculating Sign Post Lengths

Rural Areas



In cases where the sign post is either too long or too close to the ground, judgement must be exercised to adjust the position of the sign to assure reasonable mounting height and placement.

Signs should be placed a minimum of 6' from the edge of a paved shoulder. Shoulders are assumed to be a min. of 6'. If the shoulder is wider, then the sign should be placed at least 6' beyond the shoulder. (ie, with a 10' shoulder the sign would be 16' from the edge of the pavement.

All Town Sign Replacement Program – 2014

Posts Available Through Program

Wood

4" x 4" - 12ft

4" x 4" - 14ft

4" x 6" - 16ft

4" x 6" - 18ft

Steel

U-Channel 14ft Galvanized

Square Steel Tubing (Telespar)

2" x 2" - 12ft Telespar

Telespar Hardware

Pre-cut 4ft Anchor Base 2-1/4" x 2-1/4"

Telespar Concrete Mounting Base

Corner Bolt 2-1/4" to 2-1/2" (medium)

Drive Rivet 3/8" x 5/8"

All Town Sign Replacement Program – 2014

Installation of Wood Sign Posts (4"X 4" and 4"X 6" posts)

Posthole and filling requirements

Hole Size -- Wood posts shall be set in holes which are 12 inches (300mm) in diameter. Posts for smaller signs with less than 10 sq. ft. of area should be installed approximately 4 feet below the ground surface.

Backfilling -- Postholes should be backfilled with suitable soil tamped in place. In cases where the soil is unsuitable, crushed rock or crushed concrete should be used. Care should be taken in the process to see that the posts are plumb, insofar as possible, at all times. If properly placed, posts should remain firmly in position without needing further attention.

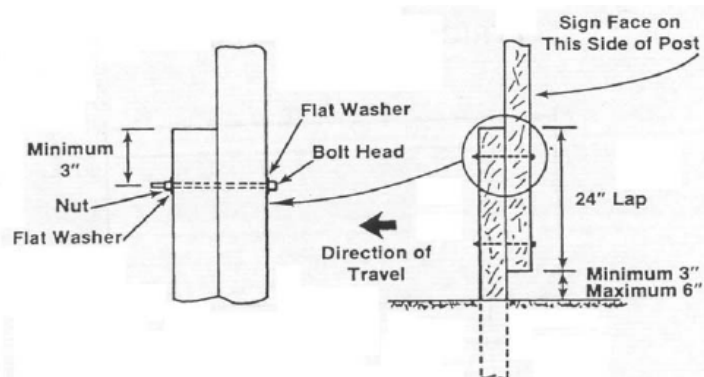
Breakaway Modifications for 4" X 6" Posts (see right)

Based upon crash tests, each 4 inch by 6 inch (100mm by 150mm) wood sign post shall be modified after installation by field drilling a horizontal 1-1/2 inch (38mm) diameter hole, parallel to the sign face and centered on the side of the post at 4 inches (100mm) above the ground line and another at 1 foot 6 inches (460mm) above the ground line.

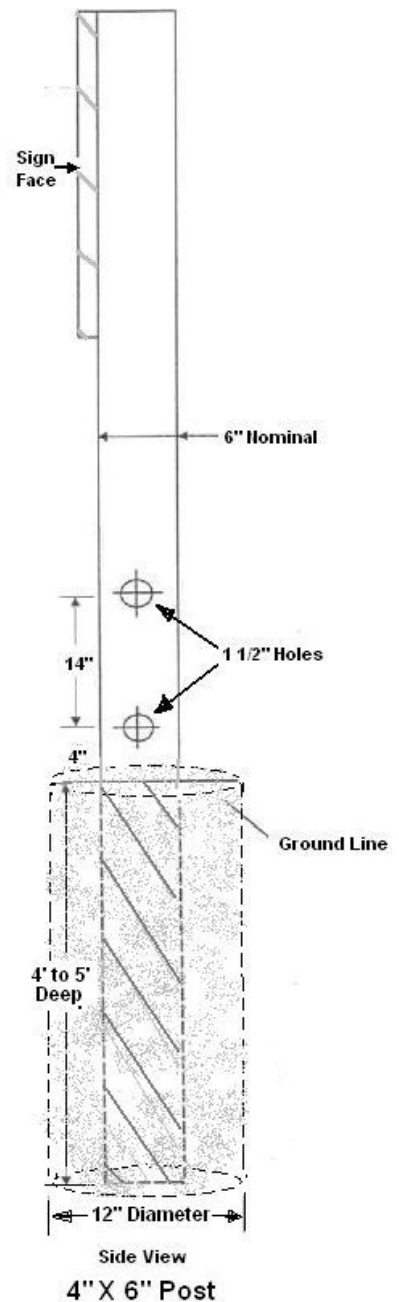
4 inch by 4 inch posts do not require holes to be drilled as they are already considered to have sufficient breakaway characteristics.

Splicing Posts (see below)

Post splices should be made just above the ground surface to allow the breakaway features to function properly. No part of the splice is to be placed below the ground surface. The splice is to be made in the direction of traffic with the upper post on the front and the lower post on the back. The distance from the bottom of the splice to the ground should be not less than 3" or more than 6". The overlap should be 24" using at least two bolts



POST SPLICING DETAILS



All Town Sign Replacement Program - 2014

RESOLUTION NO. _____

IOWA DEPARTMENT OF TRANSPORTATION ALL TOWN SIGN REPLACEMENT PROGRAM

WHEREAS the City of _____, Iowa recognizes the importance of maintaining the regulatory and warning signs on the street system in conformance with the Manual on Uniform Traffic Control Devices, Federal Highway Administration, U.S. Department of Transportation, and

WHEREAS a review of signs has been conducted by the City of _____ or its agent to identify deficiencies in those signs eligible for replacement under the rules of the program, and

WHEREAS the Iowa Department of Transportation will provide up to \$5,000 worth of conforming regulatory and warning signing materials to the City of _____ at no cost, and

WHEREAS it is understood that applications will be considered in order of receipt and will be limited to Stop, Stop Ahead, Yield, All Way, Speed Limit, No Right Turn, No Left Turn, No U-turn, Wrong Way, One-way on Right Arrow, One-way on Left Arrow, One-way with Right Arrow, Do Not Enter, One-Direction Large Arrow, Two-Direction Large Arrow, Railroad Advance Warning, School Symbol, Bicycle Symbol, Pedestrian Symbol, Crossing Diagonal Left Down Arrow and Crossing Ahead Supplemental signs.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF _____, IOWA THAT:

The mayor is hereby directed to submit the grant application and request for signing materials to replace signs the city has identified as deficient in their review. This application is to be submitted to the Iowa Department of Transportation's Program Coordinator for the All Town Sign Replacement Program, and

BE IT FURTHER RESOLVED THAT:

- A) All signing materials will be installed by the City of _____, Iowa within 180 days after the sign materials are furnished, and,
- B) All signs will be installed in compliance with the Manual of Uniform Traffic Control Devices, Federal Highway Administration, U.S. Department of Transportation, as adopted per Iowa Administrative Rules 761, Chapter 130, and,
- C) The City of _____, Iowa will certify in writing to the Department of Transportation's Program Coordinator within 30 days after the sign materials and/or signs have been installed.
- D) The City of _____, Iowa recognizes that submission of this resolution along with an application, requesting signs and sign posts, represents approval by the city to participate in the All Town Sign Replacement Program.

PASSED AND APPROVED THIS _____ DAY OF _____. 20__

Mayor

Clerk

All Town Sign Replacement Program - 2014

Date _____

Application Information Sheet

Contact Information

Applicant City Name

First Name (Contact)

Last Name (Contact)

Title (Contact)

Email Address

Business Phone # () - ext.

Business Fax # () -

Mailing Information

Address1

Address2

City (Mailing Address) _____, Iowa Zip

City EIN (Fed. Tax ID)

Send to: Iowa Department of Transportation
Office of Traffic & Safety
All Town Sign Replacement Program
800 Lincoln Way
Ames, IA 50010

The Program Coordinator may be reached at 515-239-1991

All Town Sign Replacement Program - 2014

Sign and Signpost Request Sheet

1 of __

Applicant City Name: _____ Application Date: _____

Please fill in Sign Type & Size and Post Type & Length in the appropriate columns below. Make your selections from available stock and cost found on the "Materials Price List." Location Description information for each sign is required and may be supplied in the Location Description section on the right hand side of the Application. If more space is need for a location description use a second line. Subtotals for each sheet may be made at the bottom of each sheet. Remember, the program allows grants to total \$5,000 or less per community.

Signs, Posts and Bolt Sets						Location Description			
#	Sign Type & Size	Sign Cost	Post Type & Length (includes bolt set)	Post Cost (includes bolt set)	Subtotal	Route	Location	Side of Street	Dir. Facing
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

All Town Sign Replacement Program - 2014

[illegible]

All Town Sign Replacement Program - 2014

Materials Price List			
Sign Code	Sign Type & Size	MUTCD#	Cost
S-30	Stop 30"x30" (Single-lane)	R1-1	\$38.08
S-36	Stop 36"x36" (Multi-lane)	R1-1	\$54.92
Y-36	Yield 36"	R1-2	\$28.55
AW-18	All Way 18"x6"	R1-4	\$5.86
SL -24	Speed Limit 20-25-30-35-40-45 24"x30" (Single-lane)	R2-1	\$36.62
SL -36	Speed Limit 20-25-30-35-40-45-50-55 36"x48" (Multi-lane)	R2-1	\$105.01
NRT-24	No Right Turn 24"x24" (Single-lane)	R3-1	\$29.29
NRT-30	No Right Turn 30"x30" (Multi-lane)	R3-1	\$46.13
NLT-24	No Left Turn 24"x24" (Single-lane)	R3-2	\$29.29
NLT-30	No Left Turn 30"x30" (Multi-lane)	R3-2	\$46.13
NUT-24	No U-turn 24"x24" (Single-lane)	R3-4	\$29.29
NUT-36	No U-turn 36"x36" (Multi-lane)	R3-4	\$65.90
DNE-30	Do Not Enter 30"x30" (Single-lane)	R5-1	\$46.13
DNE-36	Do Not Enter 36"x36" (Multi-lane)	R5-1	\$65.90
WW-36	Wrong Way 36"x24" (Single-lane)	R5-9	\$43.93
WW-42	Wrong Way 42"x30" (Multi-lane)	R5-9	\$64.08
OWORA-36	One Way on Right Arrow 36"x12" (Single-lane)	R6-1	\$21.97
OWORA-54	One Way on Right Arrow 54"x18" (Multi-lane)	R6-1	\$52.50
OWOLA-36	One Way on Left Arrow 36"x12" (Single-lane)	R6-1	\$21.97
OWOLA-54	One Way on Left Arrow 54"x18" (Multi-lane)	R6-1	\$52.50
OWWRA-24	One Way with Right Arrow 24"x30"	R6-2	\$35.21
ODLA-48	One-direction Large Arrow 48"x24"	W1-6	\$100.44
TDLA-48	Two-direction Large Arrow 48"x24"	W1-7	\$100.44
SA-36	Stop Ahead 36"x36"	W3-1	\$100.16
SR -36	Speed Reduction 35-40-45-50 36"x36"	W3-5	\$99.66
RR-36	Railroad Advance Warning 36" dia.	W10-1	\$79.01
BIKE-30	Bicycle 30"x30" (Conventional)	W11-1	\$70.11
PED-30	Pedestrian 30"x30" (Conventional)	W11-2	\$70.11
CDLDA-24	Crossing Diagonal Left Down Arrow 24"x12" (Conventional)	W16-7	\$22.26
AHEAD-24	Crossing Ahead Supplemental 24"x12" (Conventional)	W16-9	\$21.98
SCH-30	School 30"x30" (Minimum)	S1-1	\$52.30
SCH-36	School 36"x36" (Conventional)	S1-1	\$75.67
	Post Type & Length (includes bolt set)		
	Wood 4X4 12ft		\$12.93
	Wood 4X4 14ft		\$15.95
	Wood 4X6 16ft		\$32.83
	Wood 4X6 18ft		\$35.09
	U-Channel 14ft Galv		\$19.90
	Telespar 2X2 12ft & Precut Base		\$34.49
	Telespar 2X2 12ft & Flat Concrete Base		\$121.56
	Two Telespar 2X2 12ft & Precut Base		\$68.98
Note: When tightening nuts on sign bolts make sure to hold the head of the bolt to prevent movement on the front of the sign while turning the nut at the rear of the post until tight. This will prevent the bolt head and washers from spinning on the face sign and tearing the reflective material laminated on the front.			

All Town Sign Replacement Program - 2014

Technical Reference Overview

One of the main goals for the All Town Sign Replacement Program is to ensure that replacement signs are properly installed. They must be installed at the correct lateral and longitudinal location, set at the correct height and proper orientation.

The installation requirements are found in the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration. Another reference is the Traffic and Safety Manual (T&S Manual) published by the Iowa Department of Transportation.

MUTCD:

The following sections are highlights from the 2009 MUTCD. Contact the Program Coordinator if you have any questions.

Link:

http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm

For all eligible signs:

- Section 2A.16 Standardization of Location
- Section 2A.18 Mounting Height
- Section 2A.19 Lateral Offset
- Section 2A.20 Orientation
- Section 2A.21 Posts and Mountings
- Section 2A.22 Maintenance

For eligible regulatory signs:

- Section 2B.03 Size of Regulatory Signs
- Section 2B.05 STOP Sign (R1-1) and ALL WAY Plaques (R1-3P)
- Section 2B.06 STOP Sign Application
- Section 2B.08 YIELD Sign (R1-2)
- Section 2B.09 YIELD Sign Applications
- Section 2B.10 STOP Sign or YIELD Sign Placement
- Section 2B.13 Speed Limit Sign (R2-1)
- Section 2B.18 Movement Prohibition Signs (R3-1 through R3-4, R3-18, and R3-27)
- Section 2B.37 DO NOT ENTER Sign (R5-1)
- Section 2B.38 WRONG WAY Sign (R5-1a)
- Section 2B.40 ONE WAY Signs (R6-1, R6-2)

All Town Sign Replacement Program - 2014

Technical Reference Overview (cont'd)

For eligible warning signs:

- Section 2C.04 Size of Warning Signs
- Section 2C.05 Placement of Warning Signs
- Section 2C.06 Horizontal Alignment Warning Signs
- Section 2C.07 Horizontal Alignment Signs (W1-1 through W1-5, W1-11, W1-15)
- Section 2C.12 One-Direction Large Arrow Sign (W1-6)
- Section 2C.36 Advance Traffic Control Signs (W3-1, W3-2, W3-3, W3-4)
- Section 2C.38 Reduced Speed Limit Ahead Sign (W3-5, W3-5a)
- Section 2C.47 Two-Direction Large Arrow Sign (W1-7)
- Section 2C.49 Vehicular Traffic Warning Signs (W8-6, W11-1, W11-5, W11-5a, W11-8, W11-10, W11-11, W11-12P, W11-14, W11-15, and W11-15)
- Section 2C.50 Non-vehicular Warning Signs (W11-2, W11-3, W11-4, W11-6, W11-7, W11-9, and W11-16 through W11-22)

For signs on low-volume roads:

- Chapter 5A. General, All sections
- Chapter 5B. Regulatory Signs, All Sections
- Chapter 5C. Warning Signs, All Sections
- Chapter 5F. Traffic Control for Highway-Rail Grade Crossings, All Sections
- Chapter 5H. Traffic Control for School Areas

For school signs:

- Chapter 7B. (School) Signs, All Sections

For railroad crossing signs:

- Section 8B.06 Grade Crossing Advance Warning Signs (W10 Series)

All Town Sign Replacement Program - 2014

Technical Reference Overview (cont'd)

Traffic and Safety Manual:

The following sections are highlights from the Traffic and Safety Manual. Contact the Program Coordinator if you have any questions.

Link:

<http://www.iowadot.gov/traffic/manuals/tsmanual.aspx>

For all eligible signs:

- Section 2A-1 Purpose of Signing
- Section 2A-2 Standards and Guidelines - MUTCD
- Section 2A-3 Types of Signs
- Section 2A-6 Installation Guidelines
- Section 2A-7 Mounting Requirements
- Section 2A-8 Sign Placement
- Section 2A-9 Miscellaneous Requirements
- Section 2A-10 Typical and Additional Figures

For STOP, YIELD and DO NOT ENTER signs:

- Section 2B-1 General
- Section 2B-2 Stop and Yield Signs
- Section 2B-3 Speed Limits Signs
- Section 2B-4 Alignment and Movement Signs
- Section 2B-6 Other Regulatory Signs

For One-Direction Large Arrow, Two-Direction Large Arrow and STOP AHEAD (Advance Traffic Control):

- Section 2C-1 Roadway Related Signs
- Section 2C-2 Traffic Related Signs

All Town Sign Replacement Program - 2014

Technical Reference Overview (cont'd)

Additional Information on the Installation of Tubular Steel Sign Posts (Telespar® Square Sign Supports)

Tubular steel sign post systems are offered under the Small Town Sign Replacement Program. It is important to note that not all the post types and accessories are available through the program. The list of available items is included in the STSRP Materials List. This may be found either on the website or in the grant application packet.

The URL's listed below are for your convenience in the event your city is interested in acquiring additional Telespar square posts or accessories. Drive caps are available on the accessories page.

If you are experiencing difficulty locating items feel free to contact the program coordinator for assistance.

Posts

<http://www.alliedtube.com/sign-support/traffic-sign-posts/telespar-square.asp>

Accessories

<http://www.alliedtube.com/sign-support/traffic-sign-posts/sign-accessories.asp>

Installation Instructions and Product Information

http://www.alliedtube.com/pdf/ATC_Telespar_Sign_Support.pdf

If you are in need of advice regarding the installation of this post system contact the Program Coordinator.

RESOLUTION NO. 17-R-2014-2015

IOWA DEPARTMENT OF TRANSPORTATION ALL TOWN SIGN REPLACEMENT PROGRAM

WHEREAS the City of Storm Lake, Iowa recognizes the importance of maintaining the regulatory and warning signs on the street system in conformance with the Manual on Uniform Traffic Control Devices, Federal Highway Administration, U.S. Department of Transportation, and

WHEREAS a review of signs has been conducted by the City of Storm Lake or its agent to identify deficiencies in those signs eligible for replacement under the rules of the program, and

WHEREAS the Iowa Department of Transportation will provide up to \$5,000 worth of conforming regulatory and warning signing materials to the City of Storm Lake at no cost, and

WHEREAS it is understood that applications will be considered in or of receipt and will be limited to STOP, STOP AHEAD, YIELD, Two-Direction Large Arrow, One-Direction large Arrow and DO NOT ENTER signs.

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

The mayor is hereby directed to submit the grant application and request for signing materials to replace signs the city has identified as deficient in their review. This application is to be submitted to the Iowa Department of Transportation's Program Coordinator for the All Town Sign Replacement Program, and

BE IT FURTHER RESOLVED THAT:

- A) All signing materials will be installed by the City of Storm Lake, Iowa within 180 days after the sign materials are furnished, and,
- B) All signs will be installed in compliance with the Manual of Uniform Traffic Control Devices, Federal Highway Administration, U.S. Department of Transportation, as adopted per Iowa Administrative Rules 761, Chapter 130 and,
- C) The City of Storm Lake, Iowa will certify in writing to the Department of Transportation's Program Coordinator within 30 days after the sign materials and/or signs have been installed.
- D) The City of Storm Lake, Iowa recognizes that submission of this resolution along with an application, requesting signs and sign posts, represents approval by the city to participate in the All Town Sign Replacement Program.

PASSED AND APPROVED this 21st day of July, 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

All Town Sign Replacement Program - 2014 -- Application
Iowa Department of Transportation

City Name

Storm Lake

City EIN

Application Date

First Name (contact)

Pat

Last Name (contact)

Kelly

Title (contact)

Public Works Director

Address (line 1)

433 Vilas Road

Address (line 2)

City

Storm Lake

State

IA

Zip Code

50588

Phone (contact)

712-732-8029

2nd Phone (contact)

Email (contact)

712-299-5222

FAX (contact)

712-749-5173

Running Totals																				\$3,020		\$1,966	\$4,986	Location Description			
Line #																				Sign Cost	Post Type & Length	Post Cost	Total	Route (Street Being Controlled)	Location (Closest Intersection or nearest house number)	Side of Street (NSEW)	Dir. Facing (NSEW)
1																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Radio Road	Expansion	W	N
2																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Radio Road	Expansion	E	S
3																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Hudson	3rd St	W	N
4																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Hudson	3rd St	E	S
5																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Cayuga	Bair St	W	N
6																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Cayuga	Bair St	E	S
7																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Lake	3rd St	W	N
8																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Lake	3rd St	E	S
9																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Geneseo	Railroad St	W	N
10																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Geneseo	Railroad St	E	S
11																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Vestal	6th St	W	N
12																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Vestal	6th St	E	S
13																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	College	Bair St	E	S
14																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Ontario	Railroad St	W	N
15																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	5th	Railroad St	S	E
16																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	5th	Railroad St	N	W
17																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Barton	Rockwell Ct	W	N
18																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Barton	Rockwell Ct	E	S
19																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Northwestern	Hyland Dr	W	N
20																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Northwestern	Hyland Dr	E	S
21																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Gilbert	Expansion	E	S
22																				\$79.01	Telespar 2X2 12ft & Precut Base	\$34.49	\$113.50	Gilbert	Expansion	W	N
23				SL20-24																\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	Sunrise Park Rd	Lakeshore Dr	W	S
24				SL20-24																\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	Chautauqua Park Dr	Lakeshore Dr	W	N
25				SL20-24																\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	Hudson	Chautauqua Park Dr	W	N
26				SL20-24																\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	Chautauqua Park Dr	Lakeshore Dr	W	N
27				SL20-24																\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	5th St	Seneca	N	E
28				SL20-24																\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	5th St	Otsego	S	E
29				SL20-24																\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	College	5th St	W	S
30				SL20-24																\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	College	Iowa St	E	N
31				SL20-24																\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	College	3rd St	E	S
32				SL20-24																\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	College	3rd St	W	N
33				SL20-24																\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	College	Lakeshore Dr	W	S
34				SL20-24																\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	Lakeshore Dr	College	N	E

35				SL20-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	Grand Ave	4th St	W	S
36				SL20-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	Grand Ave	4th St	E	N
37				SL20-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	Grand Ave	5th St	W	S
38				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	Ontario	8th St	N	W
39				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	9th St	Ontario St	N	W
40				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	9th St	Lake Ave	N	E
41				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	8th St	Lake Ave	N	E
42				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	10th St	Michigan	N	E
43				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	10th St	Vestal St	S	W
44				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	9th St	Vestal St	S	W
45				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	8th St	Vestal St	S	W
46				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	4th St	Ray St	N	E
47				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	Expansion	4th St	E	S
48				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	Expansion	4th St	W	N
49				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	Expansion	Rose Lane	E	S
50				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	4th St	Vilas Road	S	E
51				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	4th St	Geisinger	S	W
52				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	4th St	Skewis	N	E
53				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	4th St	Skewis	S	W
54				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	3rd St	Kenzy St	N	E
55				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	5th St	Russell	N	E
56				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	3rd St	Cayuga	N	W
57				SL25-24																				\$36.62	Telespar 2X2 12ft & Precut Base	\$34.49	\$71.11	Lakeshore Dr	College	S	W

Staff Summary

7/21/2014
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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 18-R-2014-2015 Approve Agreement With Iowa DOT For The Hwy 7 Widening From Northwestern Street To Barton Street Project**

BACKGROUND: This is a federal aid agreement between the Iowa DOT and the City of Storm Lake for the purpose of widening Hwy 7 from Northwestern Street to Barton Street to 3 lane and includes the replacement of the traffic signal at Northwestern Drive.

The agreement provides the funding details by DOT to the City and the requirements of the City to receive the funding. The contract is standard for DOT grants such as this program and has been reviewed by City attorney and staff.

FISCAL IMPACT: The Council previously approved an engineering agreement with Bolton and Menk for \$130,000 for design and administrative services. The costs of the project break down as follows:

Estimated project costs for this project are as follows:

Construction	\$852,500
Engineering	\$130,000
Legal/Admin	\$15,000
Traffic Signals	\$180,000
Total	\$997,500

Funding for this project will come from USTEP (\$400,000) and STP (\$350,000) Funding and Road Use Tax Funds. City funds will come from Road Use Tax (\$275,000).

RECOMMENDATION: Approve Resolution No. 18-R-2014-2015

ATTACHMENTS:

Description	Type
☐ DOT Agreement	Contract
☐ Resolution No. 18-R-2014-2015	Resolution

April 2008

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
URBAN-STATE TRAFFIC ENGINEERING PROGRAM
(U-STEP) PROJECT**

City: Storm Lake

Project No.: UST-7-2(32)--4A-11

Iowa Department of Transportation
Agreement No.: 03-14-USTEP-011

Staff Action No.:

This is an agreement between the city of Storm Lake, (hereinafter called Recipient) and the Iowa Department of Transportation (hereinafter called Department) to enter into an agreement for joint or cooperative action after appropriate action by ordinance, resolution, or otherwise pursuant to the laws of the governing bodies involved.

The Department provides funds through the Urban-State Traffic Engineering Program (U-STEP), a cooperative program for safety or operational improvements on primary road extensions. The Department has made these funds available for reimbursement and will share eligible construction and right-of-way costs in the ratio of 55% Department funds to 45% local funds, up to a maximum amount in Department funds of \$200,000 for a "spot improvement" or \$400,000 for a "linear improvement".

A "spot improvement" shall mean a limited improvement project such as intersection reconstruction or signalization; and a "linear improvement" shall mean an improvement project such as street or highway widening or reconstruction which spans two or more intersections.

The Recipient proposes to develop and complete the following described linear improvement project:

Ia 7 Widening in the City of Storm Lake from Barton St west approximately 0.33 miles to Northwestern Drive,

Pursuant to the terms of this agreement, applicable statutes, and Administrative Rules, the Department agrees to provide U-STEP funding to the Recipient for the authorized and approved costs for eligible items associated with project improvements as described above.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement and shall be responsible for the development and completion of the U-STEP project.
2. All notices required under this agreement shall be made in writing to the Department and the Recipient's contact person. The Department's contact person shall be the District 3 Local Systems Engineer. The Recipient's contact person shall be the Assistant City Administrator.
3. The estimated total of eligible construction and right-of-way cost for this project is \$ 997,500. If, upon completion of final plans, the Recipient's cost estimate exceeds the preliminary total estimate contained herein by 20% or more, the increased cost must be approved by the Department prior to advertisement for bids. Extra work, requested subsequent to the contract letting, must also be approved by the Department prior to commencement of the extra work.

4. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
5. This agreement is not assignable without the prior written consent of the Department.
6. This agreement, and the attached Exhibit A and Exhibit B, constitutes the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that is not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below:

City: Storm Lake

By: _____ Date _____, _____

Title _____

I, _____, certify that I am the Clerk of the city of Storm Lake, and that _____, who signed said Agreement for and on behalf of the Recipient was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the Recipient, on the _____ day of _____, _____.

Signed: _____ Date _____, _____
City Clerk of Storm Lake, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Division

By: _____ Date _____, _____
Brian J. Catus, P.E.
Local Systems Engineer
District 3

EXHIBIT A

Standard Provisions for U-STEP or C-STEP Project Agreements

1. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
2. The project plans, specifications, and engineer's cost estimate for the project shall be prepared and certified by a registered Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval. If the project will be let by the Department, the most recent edition of the Iowa DOT Standard Specifications for Highway and Bridge Construction shall be used. The Recipient shall also follow the Department's letting procedures. If the project will be let by the Recipient, the project may utilize the Iowa DOT Standard Specifications for Highway and Bridge Construction, the Urban Standard Specifications for Public Improvements, or specifications developed by the Recipient.
3. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers, or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B.
4. The Recipient shall obtain agreements, as needed, from railroad and utility companies and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, etc.
5. If right-of-way must be acquired for the project, the Recipient shall negotiate and secure the necessary right-of-way using the most appropriate of the following methods:
 - A. When right-of-way is to be acquired, before acquisition procedures are begun, the Recipient shall meet staff from the Department's Office of Right of Way (ROW) to assure compliance with the U.S. Code, the Iowa Code, and 761 Iowa Administrative Code (IAC) Chapter 111; and determine what parcels, if any, are to be acquired in the name of the Department and what parcels, if any, in the name of the Recipient.
 - B. Should eminent domain proceedings be required, the Recipient will condemn or appeal in the name of the Recipient or the Department, whichever applies. The project letting may not be held until the Recipient has certified that the right-of-way has been acquired. Upon completion of the acquisition for each parcel, all original documents for the acquisition shall be delivered to and become the property of the Department.
 - C. The Recipient will meet with the Department's Office of Right of Way staff to determine who shall be responsible for demolition and/or property management functions.
 - D. In accordance with 761 IAC Section 150.3(1)(b), the Recipient will be responsible for providing, without cost to the Department or the project, all right-of-way which involves dedicated streets or alleys, and other Recipient -owned lands, easements, and rights in land except park lands, subject to the condition that the Department will reimburse the Recipient for the value of improvements situated on said Recipient -owned lands if any. The Recipient has apprised itself of the value of these lands and, as a portion of its participation in the project, voluntarily agrees to make such lands available without further compensation.
6. The Recipient as well as its contractors, if any, agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at reasonable times during the Agreement period and for 3 years from the date of the final payment under the Agreement, for inspection by the Department.

7. The Recipient shall be responsible for obtaining all applicable permits from the Department, such as the Right to Occupy and/or Perform Work Within the Department's Right-of-Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to advertisement for bids.
8. For projects let by the Department, the Recipient shall submit to the District an acceptable Project Development Certificate (Form 730002), plans, specifications, and cost estimate by the dates specified in the most current edition of Instructional Memorandum (I.M.) 3.005, Project Development Submittal Dates and Information. The Recipient shall also follow the Department's letting procedures. For projects let by the Recipient, the Project Development Certificate, plans, specifications, and cost estimate shall be submitted to the District at least 4 weeks prior to advertisement for bids.
9. Upon Department acceptance of the Project Development Certificate, final plans, proposal forms, specifications, and cost estimate, the Department will give the Recipient a written notice to proceed with the project. If the project will be let by the Recipient, advertisement for bids shall not be made until a written notice to proceed is received from the Department. After receiving the Department's approval, the Recipient shall advertise for bidders, hold a public letting, and provide adequate supervision for the construction work performed under the contract. The Recipient shall submit 2 copies of the bid tabulations and the letting documents to the Department for concurrence prior to formal action in the award of the contract.
10. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
11. The project must be let to contract within 2 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 2 year deadline.
12. The Recipient will be responsible for the initial costs of the construction. The Recipient shall prepare and submit to the Department a detailed billing statement of materials, installation, and construction costs incurred by the Recipient. Billing statements may be submitted periodically during progress of the work. Design, inspection, and administration costs will be the responsibility of the Recipient. If said statement and documentation are in proper form, the Department will promptly reimburse the Recipient for eligible project costs, less a withholding equal to 5% of the State share of construction costs, taking into account the limitations as stated in the agreement. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the State funds withheld.
13. Signs and other traffic control devices necessary for construction of the project shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
14. If a detour is necessary, the Recipient will designate and sign the route at no cost to the project. The Department will cooperate if primary highways are involved.
15. Parking shall be prohibited on the minor street approaches for a distance of 35 feet in advance of the stop signs and/or crosswalks and on the exit sides of the minor streets for a distance of 35 feet beyond the stop signs and/or crosswalks. These parking restrictions shall go into effect at such time as the project is completed and opened to through traffic.

16. Upon completion of the project, the Recipient's engineer will certify that the project was completed in substantial compliance with the plans and specifications set out in this agreement before receiving final reimbursement of Department funds.
17. The Recipient shall provide to the Department 3 copies of the "as-built" project plans, within 6 months after the project is built.
18. The Recipient shall have ownership of traffic signals constructed with this project and shall operate them at its expense so long as signal protection is considered by either party as necessary at said location. If considered by both parties as no longer necessary at said location, the signals are to be removed by the Recipient at the Recipient's expense, and may be installed at another location acceptable to both parties and shall be owned and operated at the expense of the Recipient.
19. The Recipient shall submit a final detailed billing statement to the Department no later than 1 year after the date the Department concurs in the acceptance of the completed construction. If a final detailed billing statement is not submitted to the Department by the Recipient in the 1 year period, the Department will close the project's financial records without making additional reimbursement to the Recipient unless a time extension is requested. The time extension should be requested in writing by the Recipient and approved by the Department, at least 30 days prior to the 1 year deadline.
20. The Recipient agrees to indemnify, defend, and to hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
21. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

EXHIBIT B

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS-LET LOCALLY)

In accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code (IAC) Chapter 4, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy, and for locally let projects, the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7102) or from its website at: <http://dia.iowa.gov/page7.html>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a. Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b. Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a. Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b. Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project let by the Recipient and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects-Locally Let)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____
(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date

RESOLUTION NO. 18-R-2014-2015

**RESOLUTION AUTHORIZING THE EXECUTION OF IOWA DEPARTMENT
OF TRANSPORTATION AGREEMENT FOR FEDERAL AID SURFACE
TRANSPORTATION PROGRAM PROJECT AGREEMENT NO. 03-14-USTEP-
011**

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

Authorize the execution of an agreement with the Iowa Department of
Transportation for the Hwy 7 Widening, from Barton St west to Northwestern Drive.
Iowa DOT Agreement No. 03-14-USTEP-011.

PASSED AND APPROVED this 21st day of July 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/21/2014
Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 19-R-2014-2015 Approving a 28E Agreement With Buena Vista County for Business 71 Culvert Project**

BACKGROUND: This is an agreement to share costs and administrative responsibilities associated with the inspection, short term repair, and design of a replacement of the existing 8'x6' reinforced concrete box located on the road known as Business 71, adjacent to the Wal-Mart property. The County shall be the administrative agency to provide oversight and administrative support for this project.

The culvert has structural deficiencies due to age and is in need of replacement. With the annexation of the Bargloff area, the new city limits intercept the middle of the culvert, which makes it lie half in the city and half in the county.

Anticipated construction is for 2016.

FISCAL IMPACT: The County and City shall share equally in the costs of inspection as set forth in Attachment A (\$986.50), the costs of repair incurred by the parties as set in the Attachment B (\$4,927.40), the costs of preparing and tendering the RFP, and the charges incurred under the design contract as let and approved. The County shall issue a statement of all costs incurred under the contract and the City shall, within 30 days of receipt, tender to the County one-half (1/2) of the costs invoiced.

RECOMMENDATION: Adopt Resolution No. 19-R-2014-2015 Authorizing the 28E agreement.

ATTACHMENTS:

Description	Type
☐ 28E Agreement	Contract
☐ Attachment A to 28E Agreement	Contract
☐ Attachment B to 28E Agreement	Contract
☐ Resolution No. 19-R-2014-2015	Resolution

AGREEMENT

Between BUENA VISTA COUNTY, IOWA and

CITY OF STORM LAKE, IOWA

Re BUSINESS 71 CULVERT PROJECT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2014, by and between Buena Vista County, Iowa, ("County") and the City of Storm Lake, Iowa, ("City") in accordance with the authority granted to the parties under Iowa Code Chapter 28E for the purpose of sharing the costs and administrative responsibilities associated with the inspection, short-term repair, design of a replacement of the existing 8' x 6' reinforced concrete box ("RCB") located on the road known as Business 71 or M44 at Station 61+79.6 on Iowa DOT plans dated 1934, in Storm Lake, Iowa.

1. **SCOPE OF WORK.** The parties acknowledge that the RCB identified above needs to be replaced with a larger RCB. This agreement encompasses the sharing of costs for recent inspection and short-term repair of the existing RCB, the development of an request-for-proposal document for the design of the replacement RCB, the delegation of responsibilities to secure all appropriate permits and for the administration of the project up to that point where the project is ready to be let for construction bids. It is anticipated that the parties will enter a separate agreement covering the letting of the construction project to replace the RCB and establishing the administrative agency for that portion of the RCB replacement project

2. **ADMINISTRATION.** The County shall be the administrative agency, meaning the party responsible to provide oversight and administrative support to effectuate the purpose of this agreement, including preparation of the request for proposal to secure a contractor to design the project, tracking the permitting process, and records retention, billing, and cost allocation. No separate legal or administrative entity is created by this Agreement.

3. **CONTRACT BIDS.** After the request for design proposal solicitation document has been prepared, the County shall arrange the letting of the design contract.

4. **AWARD OF CONTRACT.** Once the City has approved the County's recommendations concerning the award of contract for the design of the RCB replacement project, the County may enter into a contract with the successful bidder. The City will not be a party to the design contract but its consent will be secured before entering the agreement or making any modifications to the agreement that would increase the City's expenses incurred under this agreement.

5. **FINANCING.** The County and City shall share equally in the costs of inspection as set forth in Attachment A, the costs of repair incurred by the parties as set for the Attachment B, the costs of preparing and tendering the RFP, and the charges incurred under the design contract as let and approved. The County shall issue a statement of all costs incurred under the contract and the City shall within 30 days of receipt tender to the County one-half (1/2) of the costs invoiced.

6. **LIABILITY.** Each Party is responsible for liability occurring as a result of the acts or omissions in performing or failure to perform its obligations under this Agreement.

7. **TIMETABLE.** The County and City shall each proceed with reasonable diligence in the performance of all actions required by under this agreement.

8. **NOTICES.** Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited by ordinary mail with the United States Postal Service.

Notice to the City shall be addressed to:

City Clerk
City of Storm Lake
620 Erie Street
Storm Lake, Iowa 50588

Notice to the County shall be addressed to:

Jon Ites, County Engineer
Buena Vista County Courthouse
215 East Fifth Street
Post Office Box 220
Storm Lake, Iowa 50588

9. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa now or hereinafter applicable hereto.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the Parties hereto and may not be changed except by written amendment approved by the respective governing bodies and executed by both Parties.

IN WITNESS WHEREOF, the City and County have set their hands, for the purposes herein expressed on the dates indicated below.

For the CITY OF STORM LAKE, IOWA

For BUENA VISTA COUNTY, IOWA

By: _____, Mayor

By: _____
Paul Merten, Chairperson
Buena Vista County Board of Supervisors

Date: _____

Date: _____

ATTEST:

ATTEST:

_____, City Clerk

Sue Lloyd, Buena Vista County Auditor

SATE OF IOWA, COUNTY OF BUENA VISTA, SS:

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council;

and that said _____, Mayor, and _____, City Clerk, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and them voluntarily executed.

Notary Public in and for the State of Iowa
My commission expires:

STATE OF IOWA, COUNTY OF BUENA VISTA, SS:

On this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who being by me duly sworn, did say that _____ is the Chairman of the Buena Vista County Board of Supervisors and _____ is the Buena Vista County Auditor; that the seal affixed to the foregoing instrument is the seal of Buena Vista County, Iowa and that the instrument was signed and sealed on behalf of said Board, by authority of its Board of Supervisors; and that said _____, Chairman of the Buena Vista County Board of Supervisors, as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said Board by it and by him and _____ voluntarily executed.

Notary Public in and for the State of Iowa
My commission expires:

Attachment A
to Business 71 Culvert Project Agreement

Engineering Services:

Calhoun-Burns & Associates \$ 986.50

Attachment B
to Business 71 Culvert Project Agreement

County Costs

Pressure Grouting & Mudjacking:

Denco Highway Const. – Labor Services \$3,842.40

GCC Ready Mix – Material & Haul Rate 1,085.00

Total: \$4,927.40

City Costs

Total: \$ _____

RESOLUTION NO. 19-R-2014-2015

RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF STORM LAKE AND BUENA VISTA COUNTY SHARING COSTS ASSOCIATED WITH THE BUSINESS 71 CULVERT PROJECT

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

To approve an agreement pursuant to Section 28E of the 2013 Code of Iowa by and between the City of Storm Lake, Iowa and Buena Vista County for sharing costs associated with the Business 71 Culvert Project.

PASSED AND APPROVED this 21st day of July, 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/21/2014
Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jennifer Movall, Finance Department Manager

SUBJECT: **Public Hearing For Not To Exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes**

BACKGROUND: This agenda item will hold a public hearing for the not to exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes as required by State of Iowa Code. The purpose of these bonds is to refinance the \$6.0M Hotel Revenue Bond and the \$2.94M Bond. This will enable the city to lower the interest rate, extend principal payments an additional ten years, eliminate the balloon payments and reduce the annual principal and interest payments.

Per the State of Iowa Code the City of Storm Lake has published the proper notice of this public hearing.

FISCAL IMPACT: The impact specific to this agenda item is the cost of the publication of the notice of hearing, approximately \$100.

RECOMMENDATION: Open Public Hearing
Accept Comments from the Public
Close the Public Hearing

Staff Summary

7/21/2014

Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jennifer Movall, Finance Department Manager

SUBJECT: **Resolution No. 20-R-2014-2015 Instituting Proceedings To Take Additional Action For the Issuance Of Not To Exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes**

BACKGROUND: This General Obligation Urban Renewal Refunding Bond will be issued to refinance the \$6.0M Hotel Revenue Bond and the \$2.94M Bond to reduce the interest rate, extend the principal payments and lower the annual principal and interest payments.

This resolution serves as a declaration of the City's official intent to reimburse with the proceeds of the Bonds, all or a portion of original expenditures incurred in connection with the above purpose.

FISCAL IMPACT: There is no fiscal impact for this resolution.

RECOMMENDATION: Adopt Resolution No. 20-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 20-R-2014-2015	Resolution

RESOLUTION NO. 20-R-2014-2015

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$7,500,000 GENERAL OBLIGATION URBAN
RENEWAL REFUNDING CAPITAL LOAN NOTES**

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes, for the essential corporate purpose(s), in order to provide funds to pay costs of refunding existing City indebtedness, including the Taxable General Obligation Urban Renewal Bonds, Series 2006 and 2007, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes, for the foregoing essential corporate purpose.

PASSED AND APPROVED this 21st day of July, 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/21/2014

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: Emily Haselhoff, Planning Coordinator

SUBJECT: **Public Hearing On Plans, Specifications, And Form Of Contract For Storm Lake 3rd Addition Phase 1**

BACKGROUND: At the July 7th City Council Meeting, a motion was made to set a public hearing for the plans, specifications, and form of contract for Phase 1 of the Storm Lake 3rd Addition Subdivision during the July 21st regularly scheduled City Council Meeting.

Phase 1 of the Storm Lake 3rd Addition consists of lots 1-8 on the final plat. Work that will be done includes grading of all the lots, installation of a water main and water service, installation of a sanitary main and sanitary service, and construction of a rock construction access for the 8 lots.

FISCAL IMPACT: Publication of the notice for the public hearing is estimated to be about \$200.

RECOMMENDATION: Open the Public Hearing
Hear the Public
Close the Public Hearing

Staff Summary

7/21/2014

Agenda Item # 16.



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: Emily Haselhoff, Planning Coordinator

SUBJECT: **Resolution No. 21-R-2014-2015 Approving Plans, Specifications, And Form Of Contract For Storm Lake 3rd Addition Phase 1**

BACKGROUND: At the July 7th City Council Meeting, a motion was made to set a public hearing for the plans, specifications, and form of contract for Phase 1 of the Storm Lake 3rd Addition Subdivision during the July 21st regularly scheduled City Council Meeting.

Phase 1 of the Storm Lake 3rd Addition consists of lots 1-8 on the final plat. Work that will be done includes grading of all the lots, installation of a water main and water service, installation of a sanitary main and sanitary service, and construction of a rock construction access for the 8 lots.

A bid letting for Phase 1 of the Storm Lake 3rd Addition is currently set for July 29, 2014 at 10:00 am CST in the City Hall Council Chambers.

FISCAL IMPACT: Phase 1 of the Storm Lake 3rd Addition Subdivision is expected to cost approximately \$500,000.

RECOMMENDATION: Adopt Resolution No. 21-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 21-R-2014-2015	Resolution

RESOLUTION NO. 21-R-2014-2015

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE,
STORM LAKE 3RD ADDITION PHASE 1 UTILITIES AND GRADING PROJECT**

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed with the CITY for the construction of certain public improvements described in general as the Storm Lake 3rd Addition Phase 1 Utilities and Grading Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law:

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

Section 1. That the said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 21st day of July 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/21/2014

Agenda Item # 17.



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: Emily Haselhoff, Planning Coordinator

SUBJECT: **Motion Authorizing Signatures For Re-Zoning Request
Application For City Of Storm Lake**

BACKGROUND: The City of Storm Lake owns a small parcel located adjacent to Lot 4 of the Storm Lake 3rd Addition subdivision final plat. Currently the property is zoned PO: Park, Recreation, and Open Space since it was recently split off of the parcel located and surrounding it to the west and south. The City of Storm Lake is proposing to re-zone this parcel to R-1: Low Density Residential which is the zoning of the adjacent Storm Lake 3rd Addition subdivision.

The City of Storm Lake is proposing to enter into an agreement with Habitat For Humanity (HFH) for the City to donate this parcel along with Lot 4 of the Storm Lake 3rd Addition. Within the agreement, HFH will treat this parcel along with Lot 4 as one residential lot. The enlarged parcel will create a conforming lot based on the Zoning Ordinance regulations for an R-1: Low Density Residential district.

FISCAL IMPACT: The fiscal impact would be the notices that were sent in regards to this re-zoning request and the preparation of the lot split document.

RECOMMENDATION: Authorize signatures for the re-zoning request application for the City of Storm Lake.

ATTACHMENTS:

Description	Type
☐ Re-Zoning Application	Application
☐ Re-Zoning Map	Backup Material

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



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

PROPERTY ADDRESS: Legal Attached

PROPERTY OWNER: City of Storm Lake

OWNER ADDRESS (if different than property owner):

620 Erie Street

OWNER'S PHONE NUMBER: (712) 732-8000

The City of Storm Lake Zoning Ordinance Article 12 Section 1204 establishes the amendment procedure for the Zoning Ordinance and requires the property owner to submit the following information, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council.

The legal description and local address of the property.

The present zoning classification and the requested zoning classification.

The existing use of the property and the proposed use of the property.

A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

Attach a plat showing the locations, dimensions and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

The request for a rezoning request will be heard by the Planning and Zoning Commission and the City Council at separate meetings.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 7 and no more than 20 days prior to the meeting.

A non refundable application fee of **\$200.00** is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

☐ Text Amendment to the Zoning Ordinance

☒ Zoning Map Amendment to the Zoning Ordinance

Current Zoning Ordinance Section:

Text
Amendment
Request:

Address of the Property:

Legal Description
of the Property:

Present Zoning District:

Requested Zoning District:

Why Present Zoning
Is No Longer Valid:

Existing Use of the Property:

Proposed Use of the Property:

Signature of Property Owner

Date

City of Storm Lake Use

Meeting Date:

Appeal No.:

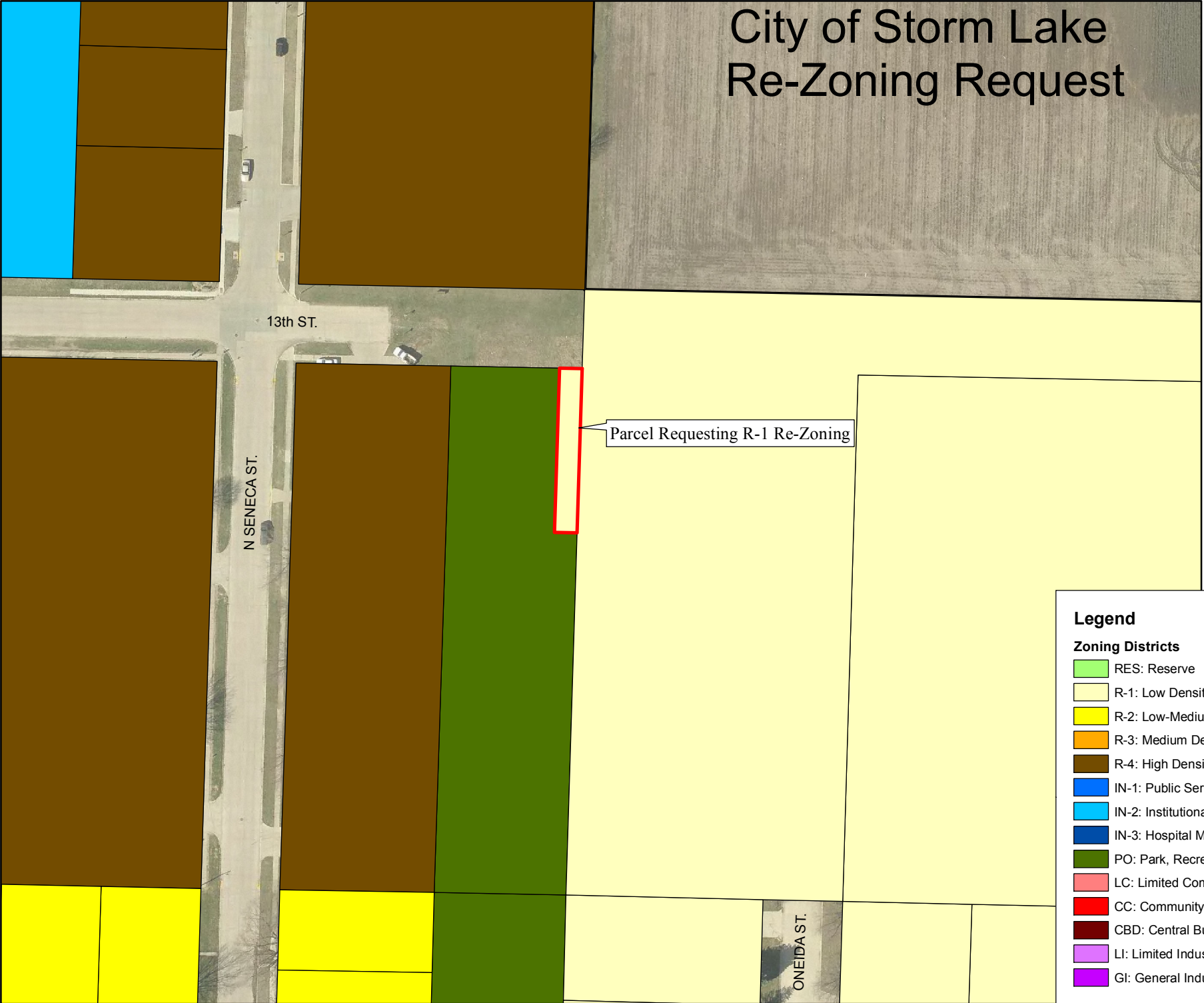
Application Fee Paid:

Date Received:

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8; THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET.

City of Storm Lake Re-Zoning Request

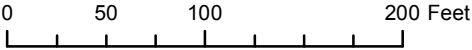


Parcel Requesting R-1 Re-Zoning

Legend

Zoning Districts

- RES: Reserve
- R-1: Low Density Residential
- R-2: Low-Medium Density Residential
- R-3: Medium Density Residential
- R-4: High Density Residential
- IN-1: Public Services
- IN-2: Institutional Facilities
- IN-3: Hospital Medical Facilities
- PO: Park, Recreation, and Open Space
- LC: Limited Commercial
- CC: Community Commercial
- CBD: Central Business District
- LI: Limited Industrial
- GI: General Industrial



Staff Summary

7/21/2014

Agenda Item # 18.



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: Emily Haselhoff, Planning Coordinator

SUBJECT: **Motion Authorizing Signatures For Re-zoning Request 101 College, City of Storm Lake**

BACKGROUND: The City of Storm Lake owns a parcel located at 101 College that is currently zoned R-2: Low-Medium Density Residential. This parcel is going to be used as part of the park system within the City which will allow for the extension of the Lake Trail along the bank of the lake between Sunset Park and Circle Park. With this use, the zoning would be better suited as PO: Park, Recreation, and Open Space.

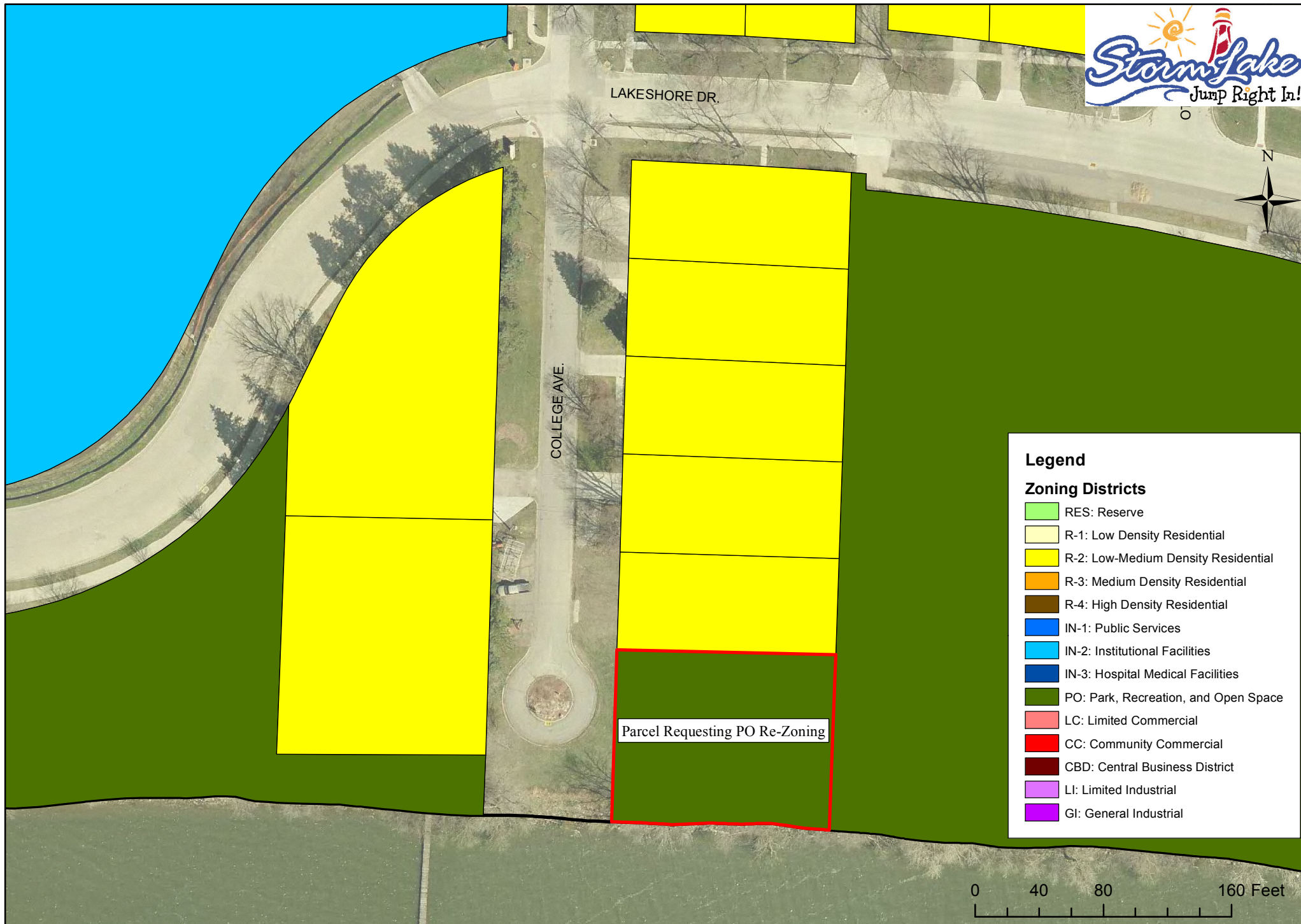
FISCAL IMPACT: Publication of notices for the re-zoning

RECOMMENDATION: Authorize signatures for the re-zoning request application for the City of Storm Lake.

ATTACHMENTS:

Description	Type
☐ Re-Zoning Map	Backup Material
☐ Resolution No. 20-R-2014-2015	Resolution
☐ Application for Re-Zoning 101 College	Application

Re-Zoning Request 101 College; City of Storm Lake



RESOLUTION NO. 20-R-2014-2015

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$7,500,000 GENERAL OBLIGATION URBAN
RENEWAL REFUNDING CAPITAL LOAN NOTES**

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes, for the essential corporate purpose(s), in order to provide funds to pay costs of refunding existing City indebtedness, including the Taxable General Obligation Urban Renewal Bonds, Series 2006 and 2007, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes, for the foregoing essential corporate purpose.

PASSED AND APPROVED this 21st day of July, 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588

p (712) 732-8000
f (712) 732-4114

PROPERTY ADDRESS:

PROPERTY OWNER:

OWNER ADDRESS (if different than property owner):

OWNER'S PHONE NUMBER:

The City of Storm Lake Zoning Ordinance Article 12 Section 1204 establishes the amendment procedure for the Zoning Ordinance and requires the property owner to submit the following information, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council.

The legal description and local address of the property.

The present zoning classification and the requested zoning classification.

The existing use of the property and the proposed use of the property.

A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

Attach a plat showing the locations, dimensions and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

The request for a rezoning request will be heard by the Planning and Zoning Commission and the City Council at separate meetings.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 7 and no more than 20 days prior to the meeting.

A non refundable application fee of **\$200.00** is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



☐ Text Amendment to the Zoning Ordinance

☒ Zoning Map Amendment to the Zoning Ordinance

City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

Current Zoning Ordinance Section:

Text
Amendment
Request:

Address of the Property:

Legal Description
of the Property:

Present Zoning District:

Requested Zoning District:

Why Present Zoning
Is No Longer Valid:

Existing Use of the Property:

Proposed Use of the Property:

Signature of Property Owner

Date

City of Storm Lake Use

Meeting Date:

Appeal No.:

Application Fee Paid:

Date Received:

Staff Summary

7/21/2014

Agenda Item # 19.



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: **Ordinance No. 13-O-2013-2014 Adopting The Storm Water Ordinance, Third Reading**

BACKGROUND: The U.S. EPA, National Pollutant Discharge Elimination System (NPDES) permit administered by the Iowa Department of Natural Resources and under which the City of Storm Lake as a Municipal Separate Storm Sewer System (MS4) requires MS4 cites to have and enforce Post Construction Storm Water Runoff Ordinance.

As a condition of the MS4 permit, the City of Storm Lake must adopt and enforce a Post Construction Storm Water Control Ordinance. The City currently has an Illicit Discharge Ordinance, but needs a Storm Water Runoff Ordinance and Erosion Control Ordinance (in the works). This proposed Ordinance will provide reasonable guidance for the regulation of storm water runoff for the purpose of protecting local water resources, like the lake, from degradation. It is determined that the regulation of storm water runoff discharged from land development and other construction activities in order to control and minimize increases in storm water runoff rates and volumes, soil erosion, stream channel erosion, and non-point pollution associated with storm water runoff, is in the public's interest and will prevent threats to public health, safety and property damage.

The Storm Water Advisory Board and Planning and Zoning Board assisted in the preparation and review of the Ordinance and now recommend Council's favorable consideration. The City was assisted by EOR in the Ordinance preparation.

Council passed on First Reading June 16, 2014.

FISCAL IMPACT: Approval of this ordinance could increase developer cost but will reduce the overall cost to the City in Storm Water management, and, in the storm water utility fees charged to our citizens.

RECOMMENDATION: Pass Ordinance No. 13-O-2013-2014:

First Reading	June 16, 2014 - PASSED
Second Reading	July 7, 2014 - PASSED
Third Reading	July 21, 2014

ATTACHMENTS:

Description	Type
☐ Ordinance No. 13-O-2013-2014	Ordinance

ORDINANCE NO. 13-O-2013-2014

AN ORDINANCE ADDING TITLE 3, CHAPTER 13 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY THE ADDITION OF POST-CONSTRUCTION STORMWATER CONTROL REGULATIONS

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

Section 1. A new Section 3-13-1 is hereby added to read as follows

3-13-1 Findings of Fact

1. The U.S. EPA's National Pollutant Discharge Eliminations System ("NPDES") permit program ("Program") administered by the Iowa Department of Natural Resources ("IDNR") requires that cities meeting certain demographic and environmental impact criteria obtain from the IDNR an NPDES permit for the discharge of stormwater from a Municipal Separate Storm Sewer System ("MS4") ("MS4 Permit"). The City of Storm Lake is subject to the Program and is required to obtain, and has obtained, an MS4 Permit; the City's MS4 permit is on file at the office of the City Clerk and is available for public inspection during regular office hours.
2. As a condition of the City's MS4 Permit, the City is obliged to adopt and enforce a POST-CONSTRUCTION STORMWATER CONTROL ordinance.
3. No state or Federal funds have been made available to assist the City in administering and enforcing the Program. Accordingly, the City shall fund its operations under this chapter entirely by charges imposed on the owners or developers of properties which are made subject to the Program by virtue of State and Federal law, and/or other sources of funding established by a separate ordinance.
4. Land development and associated increases in impervious cover alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, and sediment transport and deposition; this stormwater runoff contributes to increased quantities of water-borne pollutants; and stormwater runoff, soil erosion, and non-point source pollution can be controlled and minimized through the regulation of stormwater runoff from development sites.
5. Therefore, the City of Storm Lake establishes this set of City stormwater requirements to provide reasonable guidance for the regulation of stormwater runoff for the purpose of protecting local water resources from degradation. It is determined that the regulation of stormwater runoff discharges from land development and other construction activities in order to control and minimize increases in stormwater runoff rates and volumes, soil erosion, stream channel erosion, and non-point source pollution associated with stormwater runoff is in the public interest and will prevent threats to public health, safety, and property damage.
6. The "Iowa Stormwater Management Manual" published collaboratively by the Iowa Department of Natural Resources and The Center for Transportation Research and Education at Iowa State University establishes guidelines consisting of unified sizing criteria, stormwater management designs and specifications and Best Management Practices (BMP). City hereby finds and declares that the guidelines provided for in the Iowa Stormwater Management Manual, and in future editions thereof, should be and are hereby adopted as the stormwater management standards of the City. Any BMP installation that complies with the provisions of the Iowa Stormwater Management Manual, or future editions thereof, at the time of installation shall be deemed to have been installed in accordance with this ordinance.

Section 2. A new Section 3-13-2 is hereby added to read as follows

3-13-2 Purpose

The purpose of this chapter is to adopt as the City's standards and sizing criteria and BMPs to address said standards the Guidelines, Sizing Criteria, and BMPs proposed by the Iowa Stormwater Management Manual and as specifically identified above (hereinafter collectively "City stormwater requirements") in order to protect and safeguard the general health, safety, and welfare of the public within this jurisdiction. This chapter seeks to meet that purpose through the following objectives:

1. Minimize increases in stormwater runoff from development within the City limits and fringe area in order to reduce flooding, siltation, increases in stream temperature, and stream bank erosion and maintain the integrity of stream channels;
2. Minimize increases in non-point source pollution caused by stormwater runoff from development which would otherwise degrade local water quality;
3. Minimize the total annual volume of surface water runoff which flows from any specific development project site after completion to not exceed the pre-development hydrologic regime to the maximum extent practicable; and
4. Reduce stormwater runoff rates and volumes, soil erosion, and non-point source pollution, wherever possible, through establishment of appropriate minimum stormwater management standards and BMPs and to ensure that BMPs are properly maintained and pose no threat to public safety.

Section 3. A new Section 3-13-3 is hereby added to read as follows

3-13-3 Applicability

1. This chapter is applicable to all subdivision or site plan applications meeting the Minimum square foot applicability criteria of item 2 of this section, unless eligible for an exemption or granted a waiver by the City under Section 3-13-7 of this chapter. This chapter also applies to land disturbance activities that are smaller than the minimum square foot applicability criteria specified in subsection 2 if such activities are part of a larger common plan of development that meets the minimum square foot applicability criteria specified in subsection 2, even though multiple separate and distinct land development activities may take place at different times on different schedules. In addition, all plans must also be reviewed by City of Storm Lake officials to ensure that established water quality standards will be maintained during and after development of the site and that post-construction runoff levels are consistent with any local and regional watershed plans.

2. City stormwater requirements must be met for development to be approved. City stormwater requirements apply to any development disturbing one acre (43,560 square feet) or more of land, and to any development disturbing less than one acre if the amount of impervious cover created exceeds 5,000 square feet. The following activities are exempt from this chapter:

A. Any logging and agricultural activity which is consistent with an approved soil conservation plan or a timber management plan prepared or approved by the appropriate agency, as applicable.

B. Additions or modifications to existing single-family structures.

C. Developments that do not disturb more than one acre of land provided they are not part of a larger common development plan.

D. Repairs to any stormwater BMPs deemed necessary by City.

3. When a site development plan is submitted that qualifies as a development, as defined in this chapter, decisions on permitting any appropriate on-site BMPs shall be guided by the Iowa Stormwater Management Manual. Issuance of a Construction Site Runoff Permit (CSR Permit) will be granted to development or redevelopment projects after review and approval of the site development plan by the City.

4. The site shall be designed using the Better Site Design process. Better Site Design involves techniques applied early in the design process to preserve natural areas, reduce impervious cover, distribute runoff and use pervious areas to more effectively treat stormwater runoff. Site design should address open space protection, impervious cover minimization, and runoff distribution and minimization, and runoff utilization through considerations such as:

A. Open space protection and restoration

- (1) Conservation of existing natural areas (upland and wetland)
- (2) Reforestation
- (3) Re-establishment of prairies
- (4) Restoration of wetlands
- (5) Establishment or protection of stream, shoreline and wetland buffers
- (6) Re-establishment of native vegetation into the landscape

B. Reduction of impervious cover

- (1) Reduce new impervious through redevelopment of existing sites and use of existing roadways, trails etc.
- (2) Minimize street width, parking space size, driveway length, sidewalk width
- (3) Reduce impervious surface footprint (e.g. two story buildings, parking ramp)

C. Distribution and minimization of runoff

- (1) Utilize vegetated areas for stormwater treatment (e.g. parking lot islands, vegetated areas along property boundaries, front and rear yards, building landscaping)
- (2) Direct impervious surface runoff to vegetated areas or to designed treatment areas (roofs, parking, driveways drain to pervious areas, not directly to stormsewer or other conveyances)
- (3) Encourage infiltration and soil storage of runoff through grass channels, soil compost amendment, vegetated swales, raingardens, etc.

(4) Plant vegetation that does not require irrigation beyond natural rainfall and runoff from the site

D. Runoff utilization

- (1) Capture and store runoff for use for irrigation in areas where irrigation is necessary

Information on the Better Site Design Process is available at www.cwp.org.

Section 4. A new Section 3-13-4 is hereby added to read as follows

3-13-4 Compatibility with Other Requirements

1. It is intended that this chapter be construed to be consistent with existing City Code.
2. The requirements of this chapter should be considered minimum requirements, and where any provision of this chapter imposes restrictions different from those imposed by any other chapter, rule or regulations, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

Section 5. A new Section 3-13-5 is hereby added to read as follows

3-13-5 Permit Procedures and Requirements

1. Permit Required. No landowner or developer shall receive any of the building, grading, or other land development permits required for land disturbance activities without first meeting the requirements of this chapter prior to commencing the proposed activity.

2. Pre-application Meeting

A. Prior to the development of plans, the applicant shall request a pre-application meeting which will be facilitated by the City between the applicant, City staff, and staff of partner agencies as applicable. The meeting shall be **mandatory** prior to submission of a permit application. The purposes of the meeting are: to understand the general parameters of the proposed project; and to convey the requirement of meeting the provisions of this and other applicable ordinances.

3. Application Requirements.

A. Unless specifically exempted by this chapter, any landowner or developer desiring a permit for a land disturbance activity shall submit to the City a permit application on a form provided for that purpose.

B. Unless otherwise exempted by this chapter, a permit application must be accompanied by the following in order that the permit application be considered:

- (1) A copy of the stormwater management concept plan;
- (2) A copy of the maintenance agreement; and

- (3) A non-refundable permit review fee.

Materials shall be submitted in pdf format for ease of distribution and review.

C. The stormwater management concept plan and maintenance agreement shall be prepared to meet the requirement of this chapter, and fees shall be those established by the City by separate resolution.

4. Application Procedure.

A. Applications for land disturbance activity permits must be filed for review with the office of the Building and Planning Department on any regular business day.

B. The City shall make a determination regarding the completeness of a permit application within ten (10) business days of the receipt of the application and notify the applicant in writing if the application is not complete include the reasons the application was deemed incomplete.

C. Within fifteen (15) business days of the receipt of a complete permit application, including all documents as required by this chapter, City shall inform the applicant whether the application, plan, and maintenance agreement are approved or disapproved by the enforcement officer.

D. If the permit application, stormwater management concept plan, or maintenance agreement are disapproved, the applicant may revise the stormwater management concept plan or agreement. If additional information is submitted, the City shall have 15 business days from the date the additional information is received to inform the applicant that the stormwater management concept plan and maintenance agreement are either approved or disapproved.

E. If the permit application, stormwater management final plan, and maintenance agreement are approved by City, all appropriate land disturbance activity permits shall be issued.

5. Permit Duration. Permits issued under this section shall be valid from the date of issuance through the date City notifies the permit holder that all stormwater BMPs have passed the final inspection required under permit conditions.

6. Application Review Fees. The fee for review of any land development application shall be based on the amount of land to be disturbed at the site; the fee structure shall be established by City, and said fees shall be paid prior to the issuance of any applicable City permits. All such revenue shall be credited to a City budgetary category to support the administration of this chapter.

Section 6. A new Section 3-13-6 is hereby added to read as follows

3-13-6 Stormwater Standards

1. The following general criteria shall be incorporated into the site design for stormwater runoff to protect surface and ground water and other natural resources and other private and public property:

- A. Reduce impacts on water
- B. Decrease runoff volume
- C. Increase infiltration (groundwater recharge)

- D. Decrease flow frequency, duration, and peak runoff rates
- E. Reduce time to peak flows by increasing the time of concentration to and through storm sewers
- F. Store stormwater runoff on-site
- G. Maintain existing flow patterns
- H. Avoid natural channel and steep slope erosion as well as protect in stream habitats and channels
- I. Decrease erosion and sedimentation
- J. Preserve vegetation
- K. Preserve and replace existing topsoil in an uncompacted manner

2. The site design shall provide on-site treatment during construction and post-construction to ensure no increase in offsite peak discharge for the 1-year, 24-hour storm event (2.61 inches), the 5-year, 24-hour storm event (7.81 inches).

3. The site design shall provide on-site water quality treatment for the runoff resulting from a rainfall depth of 1.25 inches over the post-construction site area in order to reduce average annual post-development total suspended solids loadings by at least 80%.

4. The site design shall retain on-site for recharge, a portion of the water quality treatment volume calculated as a soil specific recharge factor multiplied by the volumetric runoff coefficient multiplied by the area and all divided by 12. The soil specific recharge factor is given as 0.51 for Hydrologic Soil Group (HSG) A soils, 0.34 for HSG B soils, 0.17 for HSG C soils, and 0.08 for HSG D Soils. The volumetric runoff coefficient is calculated as $0.05 + 0.009$ multiplied by the site impervious percentage. See the Iowa Stormwater Management Manual for additional clarification on the calculation.

5. Applicant shall fully attempt to comply with the standards in one through three above. For areas of the site where there is no feasible way to achieve the recharge requirement, other options may be considered by the City. Options considered and presented shall examine the merits of relocating project elements to address varying soil conditions and other constraints across the site. If full compliance is not possible, the following flexible treatment options shall be used:

A. Applicant shall document the flexible treatment options sequence starting with Alternative #1. If Alternative #1 cannot be met, then Alternative #2 shall be analyzed. If Alternative #2 cannot be met then Alternative #3 shall be met. When all of the conditions are fulfilled within an alternative, this sequence is completed.

B. Recharge techniques considered shall include infiltration, reuse & rainwater harvesting, and canopy interception & evapotranspiration and/or additional techniques included in the Iowa Stormwater Management Manual.

C. Higher priority shall be given to BMPs that include volume reduction. Secondary preference is to employ filtration techniques, followed by rate control BMPs.

D. Factors to be considered for each alternative will include:

- (1) Shallow bedrock
- (2) High groundwater
- (3) Hotspots or contaminated soils
- (4) Poor soils (infiltration rates that are too low or too high, problematic urban soils)
- (5) Excessive cost

E. Alternative #1: Applicant attempts to comply with the following conditions:

- (1) Achieve at least 0.625" volume reduction, and
- (2) Remove 75% of the annual TP (Total Phosphorous) load, and
- (3) Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

F. Alternative #2: Applicant attempts to comply with the following conditions:

- (1) Achieve volume reduction to the maximum extent practicable, and
- (2) Remove 60% of the annual TP load, and
- (3) Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

G. Alternative #3: Off-site Treatment. Off-site mitigation, as outlined in Section 3-13-7 Waivers, of the required treatment volume that cannot be provided onsite can be used to protect receiving waters.

6. To protect channels, the site shall be designed to infiltrate or provide 24 hour extended detention of the channel protection volume, defined as the 1 year, 24 hour storm per NOAA Atlas 14.

7. The site shall be designed to prevent the post development rate of runoff from exceeding the pre-development rate of runoff for a five year to 100 year storm, 24 hour storm to not exceed runoff rates equivalent to the five year predevelopment storm event per NOAA Atlas 14.

8. The site shall be designed to provide an emergency spillway and designated overflow route for the 100 year, 24 hour storm as defined by the Iowa Stormwater Management Manual. The spillway and overflow route must be able to safely pass overflows through the structure without creating damaging conditions downstream of the facility.

9. Existing topsoil must be preserved on site to be uniformly applied in an uncompacted manner to a minimum depth of four inches.

10. The site shall be designed to provide vegetated buffers for water quality protection adjacent to receiving channels and waters. Buffers shall commence at the "ordinary high water mark", or at the delineated boundary of the waterbody. Buffer widths are based on a 0-10% slope* between the activity and the water body as determined by land use and are as follows;

Residential	35 feet
Industrial	50 feet
Mid/High Density Residential & Commercial	50 feet

*Buffer width shall increase 2 feet for each percent increase in slope above 10%.

- A. Access shall be provided on each side of the buffer for maintenance.
- B. The applicant shall maintain the buffer for the first year after completion of the project.
- C. Impervious surfaces shall not be allowed in the buffer area.
- D. Fences and structures shall not be allowed in the buffer area.
- E. Where land disturbing construction activity occurs within a buffer area, and where no impervious surface is present, adequate approved native vegetative cover of 70% shall be established and maintained. The native vegetative cover shall be sufficient to provide for bank stability from upslope overland flow areas under sheet flow conditions. Non-vegetative materials such as rock riprap, may be employed on the bank as necessary to prevent erosion. Such as on steep slopes of where high velocity flows occur.
- F. BMP's such as filter strips, swales, or wet detention basins may be located in the buffer area.

Section 7. A new Section 3-13-7 is hereby added to read as follows

3-13-7 Waivers

Every applicant shall provide for stormwater management as required by this chapter, unless a written request is filed to waive implementation of BMPs, in whole or in part, and such waiver is granted. Requests to waive implementation of BMPs in whole or in part shall be submitted to City for approval.

1. A waiver of BMPs required by this chapter may be granted provided that at least one of the following conditions is established by the applicant based on authoritative written evidence satisfactory to City:

- A. The proposed development is not likely to impair attainment of the objectives of this chapter.
- B. Alternative minimum requirements for on-site management of stormwater have been established in a stormwater management final plan that has been approved by City and fully implemented.
- C. Provisions are made to manage stormwater by an off-site facility within the same watershed. The off-site facility is required to be in place, to be designed and adequately sized to provide a level of stormwater control that is equal to or greater than that which would be afforded by on-site practices,

and there is, in the City's sole judgment, a responsible entity legally obligated to monitor the performance of and maintain the efficiency of stormwater BMPs in accordance with a written and recorded maintenance agreement.

D. In instances where one of the above conditions is established, the applicant must further establish by authoritative written evidence satisfactory to City that the partial waiver will not result in any of the following impacts to downstream waterways:

- (1) Deterioration of existing culverts, bridges, dams, and other structures; or
- (2) Degradation of biological functions or habitat; or
- (3) Accelerated stream bank or streambed erosion or siltation; or
- (4) Increased threat of flood damage to public health, life, property.

2. If the City finds that a waiver is appropriate because implementation of on-site stormwater BMPs is not feasible due to the natural or existing physical characteristics of a site, or that one of the conditions specified in subsection 1 above cannot be established to a certainty, or that any averted, the applicant shall execute a binding written agreement to accomplish one or more of the following mitigation measures selected by City:

A. The purchase and donation of privately owned lands, or the grant of an easement to be dedicated for preservation and/or reconstruction of native ecosystems of lands strategically located in the watershed consistent with the purposes of this chapter, of a sufficient quantity to enable City or others to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver.

B. The creation of one or more stormwater BMPs on previously developed properties, public or private, that currently lack stormwater BMPs, having a capacity to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver.

C. Monetary contributions (fee in lieu) to fund stormwater management activities as identified in the City of Storm Lake's Comprehensive Stormwater Management Plan such as research and studies (e.g., regional wetland delineation studies, stream monitoring studies for water quality and macroinvertebrates, stream flow monitoring, threatened and endangered species studies, hydrologic studies, monitoring of stormwater BMPs, and stream corridor stabilization practices). The monetary contribution required shall be in accordance with a fee schedule (unless the developer and the City agree on a greater alternate contribution) established by City, based on the estimated cost savings to the developer resulting from the waiver and the estimated future costs to City to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver. All of the monetary contributions shall be credited to an appropriate capital improvements program project, and shall be made by the developer prior to the issuance of any building permit for the development.

D. Dedication of land or granting of an easement by the applicant of a value equivalent to the cost to City of the construction of an off-site stormwater management facility sufficient to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the

estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver. The agreement shall be entered into by the applicant and City prior to the recording of plats or, if no record plat is required, prior to the issuance of the building permit.

E. Factors that may generate waivers:

- (1) Shallow Bedrock
- (2) High Groundwater
- (3) Hotspots or contaminated soils
- (4) Excessive Cost

Section 8. A new Section 3-13-8 is hereby added to read as follows

3-13-8 Approval of Stormwater Management Concept Plan

No application for development will be accepted unless it includes a stormwater management concept plan detailing in concept how runoff and associated water quality impacts resulting from the development will be controlled or managed. The stormwater management concept plan shall:

1. Be prepared by a licensed professional engineer or landscape architect or individual credentialed in a manner satisfactory to the City.
2. Indicate whether stormwater will be managed on site or off site and, if on site, the general location and type of practices, with clear citations to the Iowa Stormwater Management Manual.
3. Include a signed and dated certification under penalty of perjury by the preparer of the stormwater management concept plan that it complies with all requirements of this chapter, meets the design requirements outlined in the Iowa Stormwater Management Manual and is designed to achieve City stormwater requirements, and that the City is entitled to rely upon the certification as due diligence on the part of City.
4. Include sufficient information (e.g., maps, hydrologic calculations, etc.) to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the stormwater BMPs proposed for managing stormwater generated at the project site. The intent of this conceptual planning process is to determine the type of stormwater BMPs necessary for the proposed project, and ensure adequate planning for management of stormwater runoff from future development. To accomplish this goal, the following information shall also be included in the stormwater management concept plan.
 - A. A USDA soils map identifying soil types, hydrologic soil groups and hydric soils. Soil borings will be required where infiltration practices are proposed.

B. A map (or maps) indicating the location of existing and proposed buildings, roads, parking areas, utilities, structural stormwater management and sediment and erosion BMPs. The map(s) will also clearly show proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; locations of utilities, roads, and easements; and the limits of clearing and grading. A written description of the site plan and justification of proposed changes in natural conditions may also be required. A copy of the current SWPPP may satisfy this requirement.

C. Sufficient engineering analysis to show that the proposed BMPs are capable of achieving City stormwater requirements for the site in compliance with this chapter.

D. A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project and a description of the watershed and its relation to the project site. This description should include a discussion of forest cover, topography, wetlands, and other native vegetative areas on the site. Particular attention should be paid to environmentally sensitive areas that provide particular opportunities or constraints for development.

E. A written description of the required maintenance burden for any proposed BMPs.

F. The City may also require a concept plan to consider the maximum development potential of a site under existing zoning, regardless of whether the applicant presently intends to develop the site to its maximum potential.

G. For development occurring on a previously developed site, an applicant shall be required to include within the stormwater management concept plan BMPs for controlling existing stormwater runoff discharges from the site in accordance with this chapter.

5. The stormwater management concept plan shall be referred for comment to all other interested agencies, and any comments must be addressed in a stormwater management final plan.

Section 9. A new Section 3-13-9 is hereby added to read as follows

3-13-9 Approval of Stormwater Management Final Plan

No building, grading, or sediment control permit shall be issued until a satisfactory stormwater management final plan (or a waiver thereof) shall have undergone a review and been approved by the City after determining that the plan or waiver is consistent with the requirements of this chapter. After review of the stormwater management concept plan, and modifications to that plan as deemed necessary by City, a stormwater management final plan must be submitted to the City for approval. The stormwater management final plan, in addition to the information included in the stormwater management concept plan, shall:

1. Be prepared by a licensed professional engineer or landscape architect or individual credentialed in a manner satisfactory to the City.

2. Indicate whether stormwater will be managed on site or off site and, if on site, the general location and type of practices, with clear citations to the Iowa Stormwater Management Manual.

3. Include a signed and dated certification under penalty of perjury by the preparer of the stormwater management final plan that it complies with all requirements of this chapter and the Iowa

Stormwater Management Manual, meets the submittal requirements outlined in the Iowa Stormwater Management Manual designed to achieve City stormwater requirements, and that City is entitled to rely upon the certification as due diligence on the part of City.

4. The stormwater management final plan shall also include:

A. A detailed summary of how and why the stormwater management final plan differs, if at all, from the stormwater management concept plan previously submitted.

B. Contact information, including but not limited to the name, address, and telephone number of all persons having a legal interest in the property and the tax reference number and parcel number of the property or properties affected.

C. Topographic base map, consisting of a 1"= 200' topographic base map, of the site which extends a minimum of 300 feet beyond the limits of the proposed development and indicates existing surface water drainage including streams, ponds, culverts, ditches, and wetlands; current land use including all existing structures; locations of utilities, roads, and easements; and significant natural and manmade features not otherwise shown.

D. Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in the Iowa Stormwater Management Manual. Such calculations shall include:

- (1) description of the design storm frequency, intensity and duration;
- (2) time of concentration;
- (3) soil curve numbers or runoff coefficients;
- (4) peak runoff rates and total runoff volumes for each watershed area;
- (5) infiltration rates, where applicable;
- (6) culvert capacities;
- (7) flow velocities;
- (8) data on the increase in rate and volume of runoff for the design storms referenced as referenced in the NOAA Atlas 14, Volumes 8 and 9 (April 2013); and
- (9) documentation of sources for all computation methods and field test results.

E. If a stormwater BMP depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles. The number and location of required soil borings or soil sites shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the BMP. Borings shall be a minimum of 5' below the subgrade of the practice for small practices and 20' below the subgrade of large infiltration basins.

F. A maintenance and repair plan for all stormwater BMPs including detailed maintenance and repair

procedures to ensure their continued efficient function. These plans will identify the parts or components of a stormwater BMP that need to be maintained and the equipment and skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.

G. A detailed landscaping plan for management of vegetation at the site after construction is finished, including who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved. This plan must be prepared by a registered landscape architect, landscape designer, or by an individual credentialed in a manner satisfactory to the City.

H. Proof of permanent recorded maintenance easements that will ensure access to all stormwater BMPs at the site for the purpose of inspection and repair. These easements will be recorded with the stormwater management final plan and will remain in effect even with transfer of title to the property.

I. Proof of a recorded maintenance agreement binding on all subsequent owners of land served by stormwater BMPs to ensure maintenance and repair in accordance with the specifications of this chapter.

J. Copies of all existing Stormwater Pollution Prevention Plans (SWPPP's) current as of the date of submission of the stormwater management final plan for all construction activities related to implementing any on-site stormwater BMPs.

K. Proof that the applicant has acquired all other applicable environmental permits for the site, or that no other such permits are required, prior to submission of the stormwater management final plan to the City.

Section 10. A new Section 3-13-10 is hereby added to read as follows

3-13-10 Performance Security or Bond

1. The City shall require the submittal of an installation performance security or bond prior to issuance of a permit in order to ensure that the stormwater BMPs are installed by the permit holder as required by the approved stormwater management final plan.

2. The amount of the installation performance security or bond shall be the total estimated construction cost of the stormwater BMPs approved under the permit, plus 25%. The installation performance security or bond shall contain forfeiture provisions for failure to complete work specified in the stormwater management final plan.

3. The installation performance security or bond shall be released in full only upon submission of "as-built plans" of all stormwater BMPs specified in the stormwater management final plan and written certification by a professional engineer that the stormwater BMPs have been installed in accordance with the approved stormwater management final plan and other applicable provisions of this chapter. The City will make a final inspection of stormwater BMPs to ensure compliance with the approved stormwater

management final plan and the provisions of this chapter. Provisions for a partial pro rata release of the installation performance security or bond based on the completion of various development stages can be made at the discretion of City.

4. The installation performance security or bond shall inure only to the benefit of the City for purposes of completing, modifying, or correcting the stormwater BMPs to comply with this chapter.

Section 11. A new Section 3-13-11 is hereby added to read as follows

3-13-11 Construction Inspection

1. The applicant must notify the City in advance before the commencement of construction. Regular inspections of construction of the stormwater BMPs shall be conducted by City of City's designated representative. Inspections will be conducted before any land disturbing activity begins, at the time of footing inspections, at the completion of the project; and prior to the release of financial securities. All inspections shall be documented and written reports prepared that contain the following information:

- A. The date and location of the inspection; and
- B. Whether construction is in compliance with the approved stormwater management concept plan; and
- C. Variations, if any, from the approved stormwater management concept plan.

2. If any violations are found, the applicant shall be notified in writing of the nature of the violation and the required corrective actions. No additional work shall proceed until any violations are corrected and all work previously completed has received approval by City.

3. After construction is completed, applicants are required to submit actual "as-built" drawings satisfactory to City for any stormwater BMPs located on site. The drawings must show the final design specifications for all stormwater BMPs and must be certified by a professional engineer. A final inspection by City is required before the release of the installation performance security or bond can occur.

4. Landscaping and stabilization shall be accomplished to prevent violation of City stormwater requirements or impairment of BMPs. In addition, a landscaping plan must be submitted with the final as-built drawings describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved. This plan must be prepared by a registered landscape architect, landscape designer, or by and individual credentialed in a manner acceptable to the City.

Section 12. A new Section 3-13-12 is hereby added to read as follows

3-13-12 Maintenance and Repair of Stormwater BMPS

The applicant or owner of every site or an assignee qualified pursuant to Section 3-13-11 shall be responsible for providing as built drawings at the completion of the project and maintaining as-built stormwater BMPs in an effective state as determined in the sole judgment of City for 10 years from and after completion of construction.

1. Maintenance and Repair Easement. Prior to the issuance of any permit for development involving

any stormwater BMP, the applicant or owner of the site must execute a maintenance and repair easement agreement that shall be binding on all subsequent owners of land served by the stormwater BMP. The agreement shall provide for access to the BMP and the land it served at reasonable times for periodic inspection by City or City's designee and for regular or special assessments of property owners to ensure that the BMP is maintained in proper working condition to meet City stormwater requirements. The easement agreement shall be recorded by City at the expense of the permit holder or property owners.

2. Maintenance Covenants.

A. Maintenance of all stormwater BMPs shall be ensured through the creation of a formal maintenance covenant that must be approved by the City and recorded prior to the stormwater management final plan approval. As part of the covenant, a schedule shall be developed for when and how often maintenance will occur to ensure proper function of the stormwater BMPs. The covenant shall also include plans for periodic inspections to ensure proper performance of the BMPs between scheduled cleanouts.

B. The City, in lieu of a maintenance covenant, may at its discretion, accept dedication of any existing or future stormwater BMP to include City responsibility for maintenance and repair, provided that: the maintenance and repair of such element will not impose an undue burden on other City taxpayers who enjoy little if any benefit from the BMP; the BMP meets all the requirements of this chapter; and the dedication includes adequate and perpetual access and sufficient area, by easement or otherwise, of inspection and regular maintenance.

3. Requirements for Maintenance Covenants. All stormwater BMPs must undergo, at the minimum, an annual inspection to document maintenance and repair needs and ensure compliance with the requirements of this chapter and accomplishment of its purposes. These needs may include (but are not limited to) removal of sediment build up, litter, and other debris from all stormwater treatment and conveyance facilities including ponds, infiltration basins, raingardens, catch basins, inlets, and drainage pipes, grass cutting and vegetation removal, and necessary replacement of landscape vegetation. Any maintenance or repair needs detected must be corrected by the developer or entity responsible under a written maintenance agreement in a timely manner, as determined by City, and the inspection and maintenance requirement may be increased as deemed necessary to ensure proper functioning of the stormwater BMPs.

4. Inspection of Stormwater BMPs. Inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants, inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of State or Federal water or sediment quality standards or the NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater BMPs, and evaluating the condition of stormwater BMPs.

5. Right of Entry for Inspection. When any new stormwater BMP is installed on private property, or when any new connection is made between private property and a public stormwater management facility, sanitary sewer or combined sewer, the property owner shall grant to City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when City has a reasonable basis to believe that a violation of this chapter is occurring or has

occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this chapter.

6. **Records of Installation and Maintenance and Repair Activities.** Parties responsible for the operation and maintenance of stormwater BMPs shall submit to the City Engineer an annual maintenance and inspection report including all records of the installation and of all maintenance and repairs conducted. At the completion of the 5th year, an updated as built drawing will be required. The responsible parties shall retain the records for at least five (5) years or longer if the City Inspector deems it necessary. These records shall be made available to City during inspection of the facility and at other reasonable times upon request.

7. **Failure to Maintain Stormwater BMPs.** If a responsible party fails or refuses to meet the requirements of the maintenance covenant or any provision of this chapter, the City, after reasonable notice, may correct a violation by performing all necessary work to place the BMP in proper working condition. In the event that the stormwater BMP becomes a danger to public safety or public health, the City shall notify the party responsible for maintenance of the stormwater BMP in writing. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the stormwater BMP in an approved manner. After proper notice, the City may assess, jointly and severally, the owners of the stormwater BMP or the property owners or the parties responsible for maintenance under any applicable written agreement for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property, or prorated against the beneficial users of the property, and may be placed on the tax bill and collected as ordinary taxes.

The applicant or owner of every site or an assignee qualified pursuant to Section 3-13-12 shall be responsible for providing as built drawings at the completion of the project and maintaining as-built stormwater BMPs in an effective state as determined in the sole judgment of City for 10 years from and after completion of construction.

1. **Maintenance and Repair Easement.** Prior to the issuance of any permit for development involving any stormwater BMP, the applicant or owner of the site must execute a maintenance and repair easement agreement that shall be binding on all subsequent owners of land served by the stormwater BMP. The agreement shall provide for access to the BMP and the land it served at reasonable times for periodic inspection by City or City's designee and for regular or special assessments of property owners to ensure that the BMP is maintained in proper working condition to meet City stormwater requirements. The easement agreement shall be recorded by City at the expense of the permit holder or property owners.

2. **Maintenance Covenants.**

A. Maintenance of all stormwater BMPs shall be ensured through the creation of a formal maintenance covenant that must be approved by the City and recorded prior to the stormwater management final plan approval. As part of the covenant, a schedule shall be developed for when and how often maintenance will occur to ensure proper function of the stormwater BMPs. The covenant shall also include plans for periodic inspections to ensure proper performance of the BMPs between scheduled cleanouts.

B. The City, in lieu of a maintenance covenant, may at its discretion, accept dedication of any existing or future stormwater BMP to include City responsibility for maintenance and repair, provided that: the maintenance and repair of such element will not impose an undue burden on other City taxpayers who enjoy little if any benefit from the BMP; the BMP meets all the requirements of this chapter; and the dedication includes adequate and perpetual access and sufficient area, by easement or otherwise, of

inspection and regular maintenance.

3. Requirements for Maintenance Covenants. All stormwater BMPs must undergo, at the minimum, an annual inspection to document maintenance and repair needs and ensure compliance with the requirements of this chapter and accomplishment of its purposes. These needs may include (but are not limited to) removal of sediment build up, litter, and other debris from all stormwater treatment and conveyance facilities including ponds, infiltration basins, raingardens, catch basins, inlets, and drainage pipes, grass cutting and vegetation removal, and necessary replacement of landscape vegetation. Any maintenance or repair needs detected must be corrected by the developer or entity responsible under a written maintenance agreement in a timely manner, as determined by City, and the inspection and maintenance requirement may be increased as deemed necessary to ensure proper functioning of the stormwater BMPs.

4. Inspection of Stormwater BMPs. Inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants, inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of State or Federal water or sediment quality standards or the NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater BMPs, and evaluating the condition of stormwater BMPs.

5. Right of Entry for Inspection. When any new stormwater BMP is installed on private property, or when any new connection is made between private property and a public stormwater management facility, sanitary sewer or combined sewer, the property owner shall grant to City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when City has a reasonable basis to believe that a violation of this chapter is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this chapter.

6. Records of Installation and Maintenance and Repair Activities. Parties responsible for the operation and maintenance of stormwater BMPs shall submit to the City Engineer an annual maintenance and inspection report including all records of the installation and of all maintenance and repairs conducted. At the completion of the 5th year, an updated as built drawing will be required. The responsible parties shall retain the records for at least five (5) years or longer if the City Inspector deems it necessary. These records shall be made available to City during inspection of the facility and at other reasonable times upon request.

7. Failure to Maintain Stormwater BMPs. If a responsible party fails or refuses to meet the requirements of the maintenance covenant or any provision of this chapter, the City, after reasonable notice, may correct a violation by performing all necessary work to place the BMP in proper working condition. In the event that the stormwater BMP becomes a danger to public safety or public health, the City shall notify the party responsible for maintenance of the stormwater BMP in writing. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the stormwater BMP in an approved manner. After proper notice, the City may assess, jointly and severally, the owners of the stormwater BMP or the property owners or the parties responsible for maintenance under any applicable written agreement for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property, or prorated against the beneficial users of the property, and may be placed on the tax bill and

collected as ordinary taxes.

Section 13. A new Section 3-13-13 is hereby added to read as follows

3-13-13 Enforcement and Penalties

1. Violation of any provision of this chapter may be enforced by civil action including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the City shall be entitled to recover its attorneys' fees and costs from a person who is determined by a court of competent jurisdiction to have violated this chapter.
2. The City may issue a stop work order for violation of any provision of this chapter. The stop work order shall remain in effect until the violation is corrected and a subsequent inspection completed.
3. Violation of any provision of this chapter may also be enforced as a municipal infraction within the meaning of Section 364.22 of the Code of Iowa, pursuant to Chapter 4 of this Code of Ordinances.
4. Enforcement pursuant to this section shall be undertaken by City upon the advice and consent of the City Attorney or other counsel employed by City.
5. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the City may take necessary corrective action, the cost of which shall become a lien upon the property until paid.
6. Occupancy permits shall not be granted until all stormwater BMPs have been inspected and approved by City.

Section 14. A new Section 3-13-14 is hereby added to read as follows

3-13-14 Appeal

Administrative decisions by City staff and enforcement actions may be appealed by the developer or property owner to the City Council pursuant to the following rules:

1. The appeal must be filed in writing with the City Clerk within five (5) business days of the decision or enforcement action.
2. The written appeal shall specify in detail the action appealed from, the errors allegedly made by the enforcement officer giving rise to the appeal, a written summary of all oral and written testimony the applicant intends to introduce at the hearing, including the names and addresses of all witnesses the applicant intends to call, copies of all documents the applicant intends to introduce at the hearing, and the relief requested.
3. The enforcement officer shall specify in writing the reasons for the enforcement action, a written summary of all oral and written testimony the enforcement officer intends to introduce at the hearing, including the names and addresses of all witnesses the enforcement officer intends to call, and copies of all documents the enforcement officer intends to introduce at the hearing.
4. The City Clerk shall notify the applicant and the enforcement officer by ordinary mail and shall give public notice, in accordance with Chapter 21 of the Code of Iowa, of the date, time, and place for the regular or special meeting of the City Council at which the hearing on the appeal shall occur. The hearing shall be scheduled for a date not less than four (4) or more than twenty (20) days after the filing of the

appeal. The rules of evidence and procedure and the standard of proof to be applied shall be the same as provided by Chapter 17A, Code of Iowa. The applicant may be represented by counsel at the applicant's expense. The enforcement officer may be represented by the City Attorney or by an attorney designated by the City Council at City expense.

5. The decision of the City Council shall be rendered in writing and may be appealed to the Iowa District Court.

Section 15. A new Section 3-13-15 is hereby added to read as follows

3-13-15 Definitions

Terms in this chapter, other than those defined below, shall have the meanings set out in the Iowa Stormwater Management manual.

1. "Applicant" means a property owner or agent of a property owner who has filed an application for a stormwater management permit.
2. "Best Management Practice (BMP)" is a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in the most cost-effective manner. BMPs can be either Non Structural (planning, watershed management, practice design, etc.) or Structural (Engineered and constructed) systems that are used to treat the stormwater.
3. "Buffer" is a vegetative area, including trees, shrubs, and herbaceous vegetation, that exists or is established to protect a stream system, lake, or reservoir area. Alteration of the natural area is strictly limited.
4. "Building" means any structure, either temporary or permanent, having walls and a roof, designed for the shelter of any person, animal, or property, and occupying more than 100 square feet of area.
5. "City stormwater requirements" means the standards, sizing criteria, BMPs and other requirements established in this chapter.
6. "Dedication" means the deliberate appropriation of property by its owner for general public use.
7. "Developer" means a person, persons, or entity who undertakes land disturbance activities.
8. "Development or "Redevelopment means either:
 - A. Land disturbance activity exceeding one acre (43,560 square feet) on land previously vacant of buildings or largely free of previous land disturbance activity other than traditional agricultural activities; or
 - B. Land disturbance activity exceeding one acre (43,560 square feet) in areas where existing land use is high density commercial, industrial, institutional or multi-family residential (a.k.a. "redevelopment").
9. "Drainage easement" means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes. Public easements shall be maintained by the City of Storm Lake. Private easements shall be maintained by the private owners of the project.

10. "Enforcement officer" means that person designated by the City having responsibility for administration and enforcement of this chapter.
11. "Excessive Cost" means Practice cost greater than an amount as set by resolution of the City Council per impervious acre.
12. "Fee in lieu" means a payment of money in place of achieving or exceeding all or part of City stormwater requirements.
13. Infiltration Based Practices means that at a minimum the water quality volume moves through the soil media to provide filtration.
14. "Iowa Stormwater Management manual" means the current Iowa Stormwater Management Manual publication, by whatever name, as amended from time to time by Iowa Department of Natural Resources in collaboration with Iowa Stormwater Education Program and other partners that recommends Stormwater Management Guidelines and Uniform Sizing Criteria and BMPs designed to address said Guidelines.
15. "Land disturbance activity" means any activity which changes the volume or peak flow discharge rate of rainfall runoff from the land surface. This may include the grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity which bares soil or rock or involves the diversion or piping of any natural or man-made watercourse.
16. "Landowner" means the legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any other person holding proprietary rights in the land.
17. "Maintenance agreement" means a legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of stormwater BMPs.
18. "Native Vegetation" refers to vegetation originating naturally in this region of the state. Native vegetation is not to be confused with all existing vegetation.
19. "Predevelopment Condition" shall be considered the greater of the rainfall at which direct runoff begins using the curve number for a meadow in good condition, or the 1-year, 24-hour storm event per the Iowa Stormwater Management Manual.
20. "Stormwater management" means the use of BMPs that are designed in accordance with City stormwater requirements to reduce stormwater runoff pollutant loads, discharge volumes, peak flow discharge rates, and detrimental changes in stream temperature that affect water quality and habitat.
21. "Stormwater Pollution Prevention Plan" (SWPPP) means a plan that is designed to minimize the accelerated erosion, sediment, and other pollutant runoff at a site during construction activities.
22. "TP (Total Phosphorous)" means the total concentration of all forms of phosphorus found in a water sample.

Section 17. This ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/21/2014

Agenda Item # 20.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
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REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Ordinance No. 01-O-2014-2015 Adopting TIF Ordinance On Pizza Ranch Development - Second Reading**

BACKGROUND: The City of Storm Lake previously amended the Bargloff Urban Renewal Area to include the Pizza Ranch Development and then approved a Development Agreement with Pizza Ranch in which the City agreed to provide certain economic incentives to assist in the construction of a new business and the creation of jobs.

The adoption of a TIF Ordinance is the next step in this process. This ordinance will set a base tax value on the property as of January 1, 2013 and allow the City to capture the increased value on the project for the next 20 tax years. The capture of the increased value will be used to make payment of the tax incentives promised to the developer and to pay for public improvements made within the Urban Renewal Area now and in the future provided the City has outstanding debt recorded against the Urban Renewal Area. The City currently has debt recorded on the Bargloff Urban Renewal Area.

FISCAL IMPACT: The base value of the property will be set at the January 1, 2013 level which was \$123,070. The value on January 1, 2014 (mid construction) was \$266,040 for a growth in taxable value of \$142,970. With an assumed TIF levy rate of \$32/thousand dollars of taxable value the City could see revenue of \$4,575.04 in the first year of the TIF.

The second year will be considerably more considering the full value of the building will be included. The County Assessor anticipates that the value could be in excess of \$900,000.

RECOMMENDATION: Adopt Ordinance No. 01-O-2014-2015 on:
1st Reading - July 7, 2014 - PASSED
2nd Reading - July 21, 2014
3rd Reading - August 4, 2014

ATTACHMENTS:

Description	Type
 Ordinance No. 01-O-2014-2015	Ordinance

ORDINANCE NO. 01-O-2014-2015

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON A PORTION OF THE PROPERTY LOCATED WITHIN THE NORTH #1 - BARGLOFF URBAN RENEWAL AREA, IN THE CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STORM LAKE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE NORTH #1 - BARGLOFF URBAN RENEWAL AREA (THE NORTH #1 - BARGLOFF URBAN RENEWAL PLAN (PIZZA RANCH PARCEL)

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 08-R-2010-2011 passed and approved on the 19th day of July, 2010, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the North #1 - Bargloff Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area was amended by an Amendment No. 1 adopted by Resolution No. 42-R-2013-2014 on December 2, 2013. The Urban Renewal Area includes the property owned by Lakes Investment Group, L.L.C. ("Pizza Ranch Parcel"), which is located at 517 West Milwaukee Avenue, Storm Lake, and is legally described as:

LOTS 3E AND 3F IN THE SLADC SUBDIVISION OF LOT 3 OF IOWA LAND AND BUILDINGS 3RD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA TOGETHER WITH
A PART OF THE FORMER STATION GROUNDS OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY IN STORM LAKE, IOWA, LYING IN THE SOUTHWEST QUARTER (SW¼), SECTION THIRTY-FOUR (34), TOWNSHIP NINETY-ONE (91) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 33.0 FEET NORTH AND 830.5 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., THEN DUE EAST A DISTANCE OF 387.1 FEET; THENCE DUE NORTH A DISTANCE OF 40.85 FEET; THENCE NORTH 89°58' WEST A DISTANCE OF 387.1 FEET; THENCE DUE SOUTH A DISTANCE OF 41.08 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 15,858 SQUARE FEET.

Buena Vista County, Iowa Parcel ID numbers are 10-34-353-005 and 10-34-354-005.

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

WHEREAS, the City has determined to adopt individual TIF Ordinances on various properties within the Urban Renewal Area as parcels are developed and produce tax increment; and

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

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

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

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area (Pizza Ranch Parcel), as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Storm Lake, State of Iowa, certifies to the Auditor of Buena Vista County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein (which certification is directed to be made during the 2014 calendar year), shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. Thus, if “debt” is certified by December 1, 2014, the frozen base valuation for the Pizza Ranch Parcel shall be January 1, 2013.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Storm Lake, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Storm Lake, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2014.

Jon F. Kruse, Mayor

ATTEST:

City Clerk

Staff Summary

7/21/2014

Agenda Item # 21.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
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REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Approving The Signing Of A Grant Agreement With Iowa Economic Development Authority For CDBG Housing Grant 2014**

BACKGROUND: The City of Storm Lake has been awarded a grant from the State of Iowa Economic Development Authority for the 2014 Housing Rehabilitation Project. This grant will fund the rehabilitation of owner occupied housing on the City's East side.

The grant agreement, which is attached to this staff summary, outlines the City's responsibilities for this grant program. This agreement is similar to previous grant agreements that the City has had with the IEDA for other CDBG Projects.

FISCAL IMPACT: The grant agreement outlines the State's participation in the project up to \$399,100. The City will provide a matching portion to the project in the amount of \$35,000 all of which will come from funds set aside in previous budgets for the purpose of funding housing programs within the City.

RECOMMENDATION: Approve the Motion and Authorize the Mayor Pro Tem to Sign the Grant Agreement

ATTACHMENTS:

Description	Type
IEDA CDBG Contract	Contract

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CONTRACT**

RECIPIENT: City of Storm Lake
CONTRACT NUMBER: 14-HSG-014
EFFECTIVE DATE: June 18, 2014
AWARD AMOUNT: \$399,100
END DATE: June 30, 2017

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this Contract, the following terms shall apply:

- 1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).
- 1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 **APPLICATION.** "Application" is the Application the Recipient submitted in IowaGrants.gov.
- 1.6 **BUDGET.** "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required

in connection with the Contract, including the CDBG grant Application together with any related submittal documents.

1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Project activities.

1.11 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov.

1.13 **LOW- AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 **LOW- AND MODERATE-INCOME PERSONS.** "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.

1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in iowaGrants.gov and approved by the Authority.

ARTICLE 2 **FUNDING**

2.1 **FUNDING SOURCE.** The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.

2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

ARTICLE 3 **TERMS OF GRANT**

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's iowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 **LOCAL EFFORT REQUIREMENT.** The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity".

3.4 **ADMINISTRATION.** This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa CDBG Management Guide and the required elements of the Authority's model of the Owner-Occupied Rehabilitation Administrative Plan (as applicable), which have been provided by the Authority to the Recipient.

ARTICLE 4 **PERFORMANCE TARGET ACHIEVEMENT**

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.

4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5 **USE OF FUNDS**

5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".

5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.

5.3 **BUDGET REVISIONS.** Budget revisions that would result in increases of "Budget Activity" line item amounts in excess of ten percent (10%) or ten thousand dollars (\$10,000), whichever is less, shall be subject to prior approval of the Authority through the contract amendment process. "Budget Activity" line item decreases which would lower the Recipient's performance level required under this Contract must also be approved by the Authority through the amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. These provisions shall not be construed as allowing administrative costs to exceed the limits provided in Article 5.4. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

5.4 **GENERAL ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable general administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total Housing Fund Award. Program income received by the Recipient during the Contract period is subject to the ten percent (10%) general administrative cost limitation.

ARTICLE 6 **CONDITIONS TO DISBURSEMENT OF FUNDS**

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

6.3 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

6.4 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(l) of the Housing and Community Development Act of 1974, as amended.

6.5 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

6.6 **ADMINISTRATIVE PLAN.** The Recipient shall establish a written Administrative Plan that is consistent with the approved Application and in compliance with the Housing Fund Administrative Rules and the required elements of the Authority's model of the Owner-Occupied Rehabilitation Administrative Plan (as applicable). The release of housing funds shall be contingent upon the Authority's receipt of the Administrative Plan. The Authority reserves the right to withhold funding if it determines that the Recipient's Administrative Plan is not adequate to ensure the operation of the activity in compliance with the state and Federal requirements.

6.7 **SUB-RECIPIENT AGREEMENT.** Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8
COVENANTS OF THE RECIPIENT

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) **PROJECT WORK AND SERVICES.** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) **REPORTS.** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.

<u>REPORT</u>	<u>DUE DATE</u>
1. Request for Payment & Housing Performance Report (Report completed housing unit only)	As funds are needed
2. Section 3 Report (if applicable)	Submitted with 1st construction draw
3. Updates to the Applicant/Recipient Disclosure Report	As needed due to changes
4. Final request for Payment & Housing Performance Report (Report completed housing units only)	Within 30 days of End Date
5. Single Audit Form (required)	Within 30 days of receipt of Notice to Close letter
6. Audit Report (if applicable)	Within 30 days of audit completion

(c) **RECORDS.** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by the Authority. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) **ACCESS TO RECORDS/INSPECTIONS.** The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) **USE OF GRANT FUNDS.** The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) **DOCUMENTATION.** The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) NOTICE OF PROCEEDINGS. The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.

(i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

(j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act Amendment of 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"), OMB Circular A-87 ("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments").

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

- (xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.
- (xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.

(k) **MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE.** The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

8.2 **NEGATIVE COVENANTS.** During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

- (a) **ASSIGNMENT.** Assign its rights and responsibilities under this Contract.
- (b) **ADMINISTRATION.** Discontinue administration activities under the Contract.

ARTICLE 9 **DEFAULT AND REMEDIES**

9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:

- (a) **MATERIAL MISREPRESENTATION.** If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.
- (b) **NONCOMPLIANCE.** If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.
- (c) **END DATE.** If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.
- (d) **MISSPENDING.** If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.
- (e) **INSURANCE.** If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

9.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

- (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

ARTICLE 10 **INCORPORATED DOCUMENTS**

10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:

- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated May 31, 2013.

10.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated May 31, 2013.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.

ARTICLE 11 **MISCELLANEOUS**

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be in delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of

the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Storm Lake

BY:

Mayor
City of Storm Lake
620 Erie Street
P.O. Box 1086
Storm Lake, Iowa 50588

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A
GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
May 31, 2013

1.0 AMENDMENT.

(a) WRITING REQUIRED. The Contract may only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) UNILATERAL MODIFICATION. Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) AUTHORITY REVIEW. The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in 261 Iowa Administrative Code.

2.0 AUDIT REQUIREMENTS.

(a) SINGLE AUDIT. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996 and OMB Circular A-133, as applicable, the Authority's administrative rules for the CDBG program (261 Iowa Administrative Code), and the Iowa CDBG Management Guide.

(b) ADDITIONAL AUDIT. As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders.

4.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient shall repay to the Authority any and all disallowed costs.

5.0 PROGRAM INCOME. All program income, as defined in OMB Circular A 102, 24 CFR 570.489 and 261 Iowa Administrative Code, shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 INTEREST EARNED. To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB Circular A 87.

8.0 TERMINATION.

(a) FOR CAUSE. The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) FOR CONVENIENCE. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING. At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

(a) NOTICE. The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) RIGHTS IN PRODUCTS. All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) RETURN OF FUNDS. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 ENFORCEMENT EXPENSES. The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 CONFLICT OF INTEREST.

(a) GENERAL. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) PERSONS COVERED. The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(c) CONFLICTS OF INTEREST. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are

employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees.

(b) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program or activity.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) **SECTION 3 COMPLIANCE.** The Recipient shall comply with provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

(i) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(j) **INCLUSION IN SUBCONTRACTS.** The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.