

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JUNE 16, 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 For The United Methodist Church
 - D. Motion Authorizing A Noise Variance For The 2014 Relay For Life
3. Resolution No. 95-R-2013-2014 Authorizing The Use Of Sunrise & Awaysis Parks, Parking Lot Closures, Food, Crafts & Merchandise Vending, Wood Carving, Noise Variances, Outdoor Entertainment & Other Related Requests For The 2014 Wood, Wine & Blues Event
4. Motion Authorizing No Parking Zone Variances & Street Closures For Buena Vista University
5. Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services
6. Resolution No. 96-R-2013-2014 Approve Agreement With Iowa DOT For The 10th Street Reconstruction From Seneca St To Russell St (STP-U-7422(614)-70-11)
7. Resolution No. 97-R-2013-2014 Determining Necessity & Setting Dates Of A Consultation & Public Hearing On A Proposed Storm Lake 3rd Addition Urban Renewal Plan
8. Set Public Hearing On Water Treatment Plant Improvements
9. Ordinance No. 12-O-2013-2014 Amending Landfill Rates
10. Public Hearing On Storm Water Ordinance
11. Ordinance No. 13-O-2013-2014 Adopting The Storm Water Ordinance
12. Motion to Approve First Amendment To The Storm Lake Marina Management Agreement & Authorizing City Manager To Sign
13. Resolution No. 98-R-2013-2014 Setting Public Hearing For The Transfer Of Land To Habitat For Humanity
14. Agreement Allowing Temporary Placement Of Homes On City-Owned Property For Habitat For Humanity
15. Adjourn

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.*



Find us on Facebook <https://www.facebook.com/cityofstormlake>



Follow us on Twitter

@Storm_Lake



Find us on the Web at <http://www.stormlake.org>

Staff Summary

6/16/2014

Agenda Item # A.



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: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe Golf Course disbursements for approval
- Approve June 2, 2014 City Council Meeting Minutes
- Approve liquor license renewal for LaJuanita, Pizza Hut, and Hy-Vee
- Approve Native Wine Permit for Kristi's Kandies & Heirlooms
- Approve cigarette permit for Sichanh Inc., Dollar General, and Brewsters
- Approve Noise Variance for Methodist Church (see attached staff summary)
- Approve Noise Variance for Relay for Life (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$1,412,954.53
- King's Pointe Bills - \$144,783.55
- Sunrise Pointe Golf Course Bills - \$6,420.97

The City will receive the following revenues:

- Liquor license renewal - \$1,445.00
- Cigarette permit - \$225.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

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

	Minutes - June 2, 2014	Minutes
	LaJuanita Liquor Report	Backup Material
	Hy-Vee Liquor Report	Backup Material
	Pizza Hut Liquor Report	Backup Material
	Cigarette Permit - Sichanh Inc	Application
	Brewster's Cigarette Permit Application	Application
	Dollar General Cigarette Permit Application	Application

King's Pointe Resort
Disbursements 5/29/2014 through 6/10/2014

Vendor Name	Description	Amount
ACCO (3)	supplies	5,373.52
Ace Hardware (3)	supplies	522.61
American Hotel Register Co.	supplies	258.75
Ameripride Services	supplies	556.17
Chelsea Bork	reimbursement	244.07
Bomgaars Supply Inc.	supplies	135.96
Buena Vista Stationery	supplies	121.96
Bunkers Feed & Supply Inc.	supplies	291.70
Burke Engineering Sales Co.	supplies	294.18
Cedar Valley Bank & Trust	payment	1,056.86
Citadel Communications Co - KCAU	advertising	1,099.00
Colorize	supplies	2,146.23
Continental Fire Sprinkler	supplies	1,225.00
Copper Cottage	repairs	418.50
Dippin' Dots Inc.	food	52.00
Fairway Outdoor Funding, LLC	billboard advertising	810.00
Fastenal Company	supplies	7.95
Ferguson Enterprises, Inc. (3)	supplies	1,765.94
Fire Proof Plus Inc.	fire extinguisher inspection	472.80
Hy-Vee Food Stores	food	312.04
Kinseth Hotel Corporation (2)	payroll	99,706.68
Lake Electric Supply	supplies	364.61
McCrea Enterprises/Vista Paint	supplies	121.40
Rebnord Technologies	tech support	(875.00)
The Storm Lake Times	advertising	370.47
Storm Lake Chamber		(15.30)
Treasurer State of Iowa	sales tax	18,900.00
UPS	shipping	29.06
US Foods	food	4,479.44
Water Safety Products Inc.	supplies	154.00
Young Broadcasting/KELO TV	advertising	3,070.00
Al's Liquor	beverages	566.16
Doll Distributing	beverages	350.29
Johnson Brothers/Iowa Wine & Bev	beverages	396.20
	Totals	144,783.25

Sunrise Pointe Golf Course
Disbursements 5/14/2014 through 5/28/2014

Daniels Filter Service	supplies	52.35
Janitor's Closet	supplies	120.14
Julius Cleaners	mat cleaning	3.80
Kinseth Hotel Corporation (2)	payroll, mgmt fee, work comp	5,613.44
Pepsi-Cola Bottling Co	beverages	307.51
Doll Distributing LLC	beverages	230.00
Johnston Brothers/Iowa Wine & Bev	beverages	34.00
US Foods	food	59.73
	Totals	6,420.97

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

Checks for Approval Report

From: 06/03/14 To 06/16/14
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00551.06.2014 Aflac Pretax	50.17
AFLAC	PR Batch 00551.06.2014 Aflac After tax	54.06
AFLAC	PR Batch 00552.06.2014 Aflac Pretax	491.72
AFLAC	PR Batch 00552.06.2014 Aflac After tax	160.56
City of Storm Lake	PR Batch 00552.06.2014 Dental employee/child	5.64
City of Storm Lake	PR Batch 00552.06.2014 Dental insurance employee c	17.64
City of Storm Lake	PR Batch 00552.06.2014 Dental employee/spouse	18.00
City of Storm Lake	PR Batch 00552.06.2014 Dental insurance family	97.75
City of Storm Lake	PR Batch 00552.06.2014 125 Flexible Benefits	692.44
City of Storm Lake	PR Batch 00552.06.2014 Flex- Child Care	115.38
City of Storm Lake	PR Batch 00552.06.2014 Health Insurance Family	2,007.62
City of Storm Lake	PR Batch 00552.06.2014 Health Insurance Single	359.72
City of Storm Lake	PR Batch 00551.06.2014 Dental insurance employee c	1.06
City of Storm Lake	PR Batch 00551.06.2014 Dental employee/spouse	13.02
City of Storm Lake	PR Batch 00551.06.2014 Dental insurance family	27.66
City of Storm Lake	PR Batch 00551.06.2014 125 Flexible Benefits	259.57
City of Storm Lake	PR Batch 00551.06.2014 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00551.06.2014 Health Insurance Family	646.58
City of Storm Lake	PR Batch 00551.06.2014 Health Insurance Single	22.92
Collection Services Center	PR Batch 00551.06.2014 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00552.06.2014 Child Support Payments to I	526.24
Conseco Health Insurance Co	PR Batch 00552.06.2014 Cancer Pre Tax Insurance	58.30
DROEGMILLER LORI	Refund Check	20.40
DROEGMILLER LORI	Refund Check	31.30
DROEGMILLER LORI	Refund Check	12.22
DROEGMILLER LORI	Refund Check	1.43
DROEGMILLER LORI	Refund Check	5.14
EFTPS	PR Batch 00552.06.2014 Federal Income Tax	11,824.66
EFTPS	PR Batch 00552.06.2014 FICA Employee Portion	4,620.24
EFTPS	PR Batch 00552.06.2014 FICA Employer Portion	4,620.24
EFTPS	PR Batch 00552.06.2014 Medicare Employee Portion	1,658.19
EFTPS	PR Batch 00552.06.2014 Medicare Employer Portion	1,658.19
EFTPS	PR Batch 00551.06.2014 Federal Income Tax	4,901.50
EFTPS	PR Batch 00551.06.2014 FICA Employee Portion	2,050.53
EFTPS	PR Batch 00551.06.2014 FICA Employer Portion	2,050.53
EFTPS	PR Batch 00551.06.2014 Medicare Employee Portion	568.29
EFTPS	PR Batch 00551.06.2014 Medicare Employer Portion	568.29
ESQUIVEL JOSEFINA	Refund Check	42.14
ICMA Retirement Trust 457	PR Batch 00552.06.2014 ICMA	885.00
ICMA Retirement Trust 457	PR Batch 00551.06.2014 ICMA	1,750.00
ICMA Retirement Trust 457	PR Batch 00551.06.2014 ICMA City Paid	529.18
ICMA Retirement Trust 457	PR Batch 00551.06.2014 ICMA City paid for Police	424.91
Iowa Public Employees	PR Batch 00551.06.2014 IPERS	1,462.13
Iowa Public Employees	PR Batch 00551.06.2014 IPERS City Share	2,194.44
Iowa Public Employees	PR Batch 00552.06.2014 IPERS	4,212.26
Iowa Public Employees	PR Batch 00552.06.2014 IPERS City Share	6,321.78
ITT Hartford AMS RPVA	PR Batch 00552.06.2014 457 Hartford	225.00
ITT Hartford AMS RPVA	PR Batch 00551.06.2014 457 Hartford	100.00
KRAUSE WILLIAM	Refund Check	23.93
KRAUSE WILLIAM	Refund Check	44.36
KRAUSE WILLIAM	Refund Check	21.01
KRAUSE WILLIAM	Refund Check	1.68
KRAUSE WILLIAM	Refund Check	8.84
MOO OR KA	Refund Check	5.45
MOO OR KA	Refund Check	7.18
MOO OR KA	Refund Check	2.12
MOO OR KA	Refund Check	0.38

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

Checks for Approval Report

From: 06/03/14 To 06/16/14
User: tyler.gibbins

MOO OR KA	Refund Check	0.89
Muni Fire/Police Retire	PR Batch 00552.06.2014 Muni Police/Fire Pension	2,973.37
Muni Fire/Police Retire	PR Batch 00552.06.2014 Muni Police/Fire Pension Ci	9,527.43
Muni Fire/Police Retire	PR Batch 00551.06.2014 Muni Police/Fire Pension	610.52
Muni Fire/Police Retire	PR Batch 00551.06.2014 Muni Police/Fire Pension Ci	1,956.27
PEREZ-FELIX ADRIANA	Refund Check	20.31
PEREZ-FELIX ADRIANA	Refund Check	36.12
PEREZ-FELIX ADRIANA	Refund Check	17.84
PEREZ-FELIX ADRIANA	Refund Check	1.42
PEREZ-FELIX ADRIANA	Refund Check	7.51
PERKINS CHARVIS	Refund Check	4.49
PERKINS CHARVIS	Refund Check	6.53
PERKINS CHARVIS	Refund Check	2.45
PERKINS CHARVIS	Refund Check	0.31
PERKINS CHARVIS	Refund Check	1.03
STOY TIM	Refund Check	24.17
STOY TIM	Refund Check	39.70
STOY TIM	Refund Check	21.22
STOY TIM	Refund Check	1.70
STOY TIM	Refund Check	8.94
Teamsters Local Union 554	PR Batch 00552.06.2014 Union Dues	296.00
TRAN OR HUONG	Refund Check	10.66
TRAN OR HUONG	Refund Check	15.57
TRAN OR HUONG	Refund Check	6.08
TRAN OR HUONG	Refund Check	0.74
TRAN OR HUONG	Refund Check	2.56
Treasurer State Of Iowa	PR Batch 00552.06.2014 State Income Tax	4,448.53
Treasurer State Of Iowa	PR Batch 00551.06.2014 State Income Tax	2,025.40
XIONG CHANG	Refund Check	45.44

UNAVAILABLE	Department Total =	80,938.02
--------------------	---------------------------	------------------

Police Department

Alliant Energy	Gas Service Apr/May 2014	278.02
Alta Body Shop	May 2014 Towing Services	1,710.00
Bomgaars Supply, Inc	Leash	9.99
BV Rifle & Pistol Club	2013-2014 Professional Dues	600.00
City of Storm Lake	Serviced P-8	49.27
City of Storm Lake	Serviced P-9	36.47
City of Storm Lake	Serviced P-13	36.47
City of Storm Lake	Serviced P-10	42.43
City of Storm Lake	Serviced P-4	49.27
City of Storm Lake	Serviced P-5	42.43
City of Storm Lake	Serviced P-25	57.97
Custodian of Petty Cash	SLPD Postage	9.04
Custodian of Petty Cash	SLPD Postage	12.50
Custodian of Petty Cash	SLPD Postage	7.19
Custodian of Petty Cash	SLPD Postage	8.32
Digital Ally Inc	Card Reader	60.00
Electronic Engineering	P-6 Light Bar & P-9 Strobe Repairs	452.50
Evertex Inc	Cell Phone Service June 2014	522.59
Genesis Development	May 2014 Janitorial Service	600.00
Graffix, Inc	Police Polos- Lundberg	124.80
Graham Tire	Tires P-13	126.45
Iowa County Attny Assn	2014 Law Update Conference Registration- Dickman	60.00
Iowa Lakes Electric Cooperative	Electric Service May 2014	66.26
Jack's Uniforms & Equipment	Polos	310.69
Jack's Uniforms & Equipment	Shorts	205.79

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

Checks for Approval Report

From: 06/03/14 To 06/16/14
User: tyler.gibbins

Jack's Uniforms & Equipment	MK-9 and First Defense	434.80
Jack's Uniforms & Equipment	Silver Plate	869.99
Mangold Environmental Testing	Shipping	6.45
Mangold Environmental Testing	Shipping	6.38
Martin's Flag Co., Inc.	Flag	65.01
MS Door Service Ltd	Pest Management	24.00
Neuroth Kevin	Garbage Service May 2014	23.00
O'Reilly Auto Parts	Mini Bulbs	10.62
O'Reilly Auto Parts	Capsule	48.88
Prosser Mark	IPCA Training Committee- Ankeny- Prosser	84.00
Purchase Power	Postage June 2, 2014	33.08
Rasmussen's	Replaced Battery P-4	150.98
Rasmussen's	Deductible for Warranty Repairs to P-6	100.00
Rasmussen's	Replaced ABS Module P-13	653.05
Rasmussen's	Headlamp Bulb P-6	88.06
Star Energy, LLC	Fuel May 2014	4,865.79
Storm Lake Ace Hardware Inc	O-Rings	1.38
Storm Lake Ace Hardware Inc	O-Rings Retuned	-1.38
Wide Open West	Phone Service June 2014	298.50

Police Department

Department Total = 13,241.04

Fire Department

Alliant Energy	Gas Service Apr/May 2014	169.39
Bomgaars Supply, Inc	Screw Driver & Spray Gun	47.98
Central Iowa Distributing, Inc	Cleaning Supplies	143.00
Evertex Inc	Cell Phone Service June 2014	61.29
International Assoc of Fire Chiefs	IAFC Membership FY2014-2015	209.00
MS Door Service Ltd	Pest Management	18.00
Napa Auto Parts	Coupler	4.39
Neuroth Kevin	Garbage Service May 2014	52.00
Star Energy, LLC	Fuel May 2014	163.35
Wide Open West	Phone Service June 2014	52.66

Fire Department

Department Total = 921.06

Building Official

Emmons & Olivier Resources Inc	April 2014 SW Ordinance Service	2,694.98
Evertex Inc	Cell Phone Service June 2014	27.56
Graham Tire	New Tires	218.72
Purchase Power	Postage June 2, 2014	438.00
Star Energy, LLC	Fuel May 2014	210.81
Storm Lake Ace Hardware Inc	Marking Paint	13.98
Wide Open West	Phone Service June 2014	78.98

Building Official

Department Total = 3,683.03

Animal Care

Lake Animal Hospital	Board & Disp of Dogs/Cats	777.00
----------------------	---------------------------	--------

Animal Care

Department Total = 777.00

Law Enforcement

Columbus Supply	Chaplain Safety Vest	323.39
-----------------	----------------------	--------

Law Enforcement

Department Total = 323.39

Crime Prevention

Foremost Promotions	Police Car Key Tag	426.96
Lake Animal Hospital	Testing K-9	90.50

Crime Prevention

Department Total = 517.46

Roadway Maintenance

Alliant Energy	Gas Service Apr/May 2014	354.63
Bierschbach Equipment & Supply Company, Inc	Straw Blanket	380.00
Blacktop Service Company Inc	Payment #1 of W 5th Street Pavement Improvement	50,871.47
Bolton & Menk, Inc	Engineering Services through 5/20/2014- E 10th Stree	7,594.50
Bolton & Menk, Inc	Engineering Services through 5/20/2014- Seneca Stree	3,699.00
Bomgaars Supply, Inc	Handle	12.99
Bomgaars Supply, Inc	Concrete Mix	7.98
Bomgaars Supply, Inc	Chain	26.94
Bomgaars Supply, Inc	Tin Snips, Keys, & Socket Diver	12.08
Central Iowa Distributing, Inc	Cleaning Supplies	226.60
City of Storm Lake	Battery #64	110.14
CNH Capital LLC	Tooth	34.29
CNH Capital LLC	Supplies	27.95
Evertex Inc	Cell Phone Service June 2014	13.78
Ferguson Enterprises Inc	Cap	8.83
Graham Tire	Tire Repairs	96.77
Hallett Materials	Concrete Sand	169.69
Healy John J.	Pay Estimate #1 of Vilas Subdrain	22,451.56
I&S Group, Inc.	Bidding & Negotiation through 2/22/2014	2,310.00
I&S Group, Inc.	Engineering Service through 5/24/2014	12,207.27
Iowa Office Supply Inc	Time Cards	33.50
Lakeshore Cyclery & Fitness	Brake Cable- No Tax	19.98
Lundell Construction Co. Inc.	Rock	384.93
Neuroth Kevin	Garbage Service May 2014	119.25
Smith Concrete Service Inc	Concrete	341.25
Smith Concrete Service Inc	Concrete	525.00
Star Energy, LLC	Fuel May 2014	2,026.32
Storm Lake Times The	Publications May 2014- City Lake Ave Trail	8.20
Wide Open West	Phone Service June 2014	50.02

Roadway Maintenance

Department Total = 104,124.92

Signs & Signals

General Traffic Controls Inc	Traffic Signal Repairs	698.10
General Traffic Controls Inc	Traffic Signal Repairs	698.09
Reinert Michael P	Cut Sign Posts	113.38
Reinert Michael P	Sign Posts	789.00

Signs & Signals

Department Total = 2,298.57

Airport

Ascent Aviation Group, Inc.	7509 Gal of Jet A Fuel	25,625.91
Bart's Flying Service	Fuel Terminal Reimbursement 2014 5/15/2014	7.31
Bart's Flying Service	Fuel Terminal Reimbursement 2014 5/15/2014	7.33
Bart's Flying Service	Fuel Terminal Reimbursement 2014 5/16/2014	12.80
Bart's Flying Service	Fuel Terminal Reimbursement 2014 5/16/2014	16.39

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

Checks for Approval Report

From: 06/03/14 To 06/16/14
User: tyler.gibbins

Bomgaars Supply, Inc	Light Bulbs	19.98
Control System Specialists, LLC	Air Conditioner Repairs	132.50
ECCO Midwest, Inc	Asbestos Containment	7,200.00
Purchase Power	Postage June 2, 2014	9.60

Airport	Department Total =	33,031.82
----------------	---------------------------	-----------

Library

Alliant Energy	Gas Service Apr/May 2014	272.23
Genesis Development	May 2014 Janitorial Service	500.00
Neuroth Kevin	Garbage Service May 2014	35.25
Storm Lake Comm Schools	Shared Position Health/Life- FY2014	4,221.52
Wide Open West	Phone Service June 2014	57.40

Library	Department Total =	5,086.40
----------------	---------------------------	----------

Band

Central Bank	Music	425.99
Central Bank	Music	60.00

Band	Department Total =	485.99
-------------	---------------------------	--------

Parks Department

Alliant Energy	Gas Service Apr/May 2014	43.74
Arnold Motor Supply, LLP	Lighter	3.29
Arnold Motor Supply, LLP	Supplies	3.82
Bomgaars Supply, Inc	Light Bulbs	14.36
Bomgaars Supply, Inc	Sprayer Control System & Bulbs	360.98
Bomgaars Supply, Inc	Clamp, Nipple, Valve, & Elbow for Toolcat Sprayer	23.49
Central Bank	PayPal Account Fee	25.00
Central Bank	PayPal Account Fee	25.00
Central Iowa Distributing, Inc	Cleaning Supplies	368.30
City of Storm Lake	Radiator Hose Replacement #92	152.22
Crescent Electric Supply Co	Lamps	27.24
Evertex Inc	Cell Phone Service June 2014	13.78
Graham Tire	Tube	40.06
Koenig Jeff	Spot A Pot Rent	60.00
Koenig Jeff	Spot A Pot Rent	245.00
Larson Oil & Distributing Co, Inc	Diesel Fuel	118.65
Neuroth Kevin	Garbage Service May 2014	192.75
Neuroth Kevin	Extra Garbage May 2014	81.00
Recycle Center Harold Rowley	Furniture Disposal	22.00
Star Energy, LLC	Fuel May 2014	3,638.87
Storm Lake Ace Hardware Inc	Light Bulbs	16.95
Storm Lake Ace Hardware Inc	Key	4.77
Storm Lake Ace Hardware Inc	Finance Charge for Late Payment	8.03
Wide Open West	Phone Service June 2014	36.15

Parks Department	Department Total =	5,525.45
-------------------------	---------------------------	----------

Golf Course

Arnold Motor Supply, LLP	Spark Plug- Mower	19.69
Arnold Motor Supply, LLP	Fuse	3.89
Bomgaars Supply, Inc	Air Compressor	245.52
Graham Tire	Tube	22.87

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

Checks for Approval Report

From: 06/03/14 To 06/16/14
User: tyler.gibbins

Hultgren Implement,Inc	Supplies	70.85
MS Door Service Ltd	Pest Management	21.00
Storm Lake Ace Hardware Inc	Hose & Sprinkler	97.97
Zimco Supply Co	Flags, Washers, Towels	336.00
Zimco Supply Co	Phosphite	145.00

Golf Course	Department Total =	962.79
--------------------	---------------------------	--------

Campgrounds

Arctic Glacier U.S.A., Inc.	Ice	165.16
Arctic Glacier U.S.A., Inc.	Ice	175.60
Arctic Glacier U.S.A., Inc.	Ice	69.40
Arnold Motor Supply, LLP	Supplies	12.02
Bomgaars Supply, Inc	Bibbs & Tees	30.32
Buena Vista Stationery & Print Inc	Office Supplies	27.53
Buena Vista Stationery & Print Inc	Office Supplies	10.29
Central Iowa Distributing, Inc	Cleaning Supplies	180.00
Ferguson Enterprises Inc	Hydrant	474.28
L & G Products, Inc	Supplies	149.50
Menards Inc	Fire Rings	419.94
Neuroth Kevin	Garbage Service May 2014	538.76
Storm Lake Ace Hardware Inc	Bug Spray	11.97
Storm Lake Ace Hardware Inc	Hose	27.96

Campgrounds	Department Total =	2,292.73
--------------------	---------------------------	----------

UNAVAILABLE

King's Pointe Resort	Housekeeping Expense- May 2014	720.00
King's Pointe Resort	Maintenance Expense- May 2014	205.50
King's Pointe Resort	Water Park Add on Packages (4)	315.02
King's Pointe Resort	Hotel Supplies- May 2014	240.00
King's Pointe Resort	New Cottage Grills	1,095.95
King's Pointe Resort	Sofa Sleeper in Cottage A	1,368.00
King's Pointe Resort	Supplies	316.82
Kinseth Hospitality Corporation	May 2014 Cottage Management Fee	378.58

UNAVAILABLE	Department Total =	4,639.87
--------------------	---------------------------	----------

Community Ed

Community Education Dept	CommUNITY Education Agreement FY13/14 Quarter	14,125.00
--------------------------	---	-----------

Community Ed	Department Total =	14,125.00
---------------------	---------------------------	-----------

Awaysis

Wells Fargo Bank N.A.	5.6M Bond Admin Charge	350.00
Wells Fargo Bank N.A.	2.94M Bond Admin Charge	400.00

Awaysis	Department Total =	750.00
----------------	---------------------------	--------

Shelter House

Alliant Energy	Gas Service Apr/May 2014	80.59
MS Door Service Ltd	Pest Management	18.00

Shelter House	Department Total =	98.59
----------------------	---------------------------	-------

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

Checks for Approval Report

From: 06/03/14 To 06/16/14
User: tyler.gibbins

UNAVAILABLE

Neuroth Kevin	Garbage Service May 2014	77.75
Neuroth Kevin	Extra Garbage May 2014	72.00
Smith Concrete Service Inc	OWP Repairs	506.00
Smith Concrete Service Inc	OWP Repairs	280.00
Stanton Electric, Inc	Repair Underground Wire	127.13
Storm Lake Ace Hardware Inc	Bushing, Clamps	14.46
Storm Lake Ace Hardware Inc	Clamp	6.99
Storm Lake Times The	Publications May 2014- KP Disb	22.00
Storm Lake Times The	Publications May 2014- KP Disb	36.00
Storm Lake Times The	Publications May 2014- KP Disb	28.00

UNAVAILABLE

Department Total = 1,170.33

Economic Develop

Central Bank	Tourism Marketing for Cities & Towns	63.45
Evertex Inc	Cell Phone Service June 2014	33.73
Simmering-Cory Inc	1/2 of 1st Milestone on Downtown Facade	3,000.00
Wide Open West	Phone Service June 2014	26.33

Economic Develop

Department Total = 3,123.51

SLADC

Storm Lake United	Payment #6 Final of FY2014	11,335.00
-------------------	----------------------------	-----------

SLADC

Department Total = 11,335.00

Legal Services

Havens & Havens	2nd Quarter Council Meetings	500.00
-----------------	------------------------------	--------

Legal Services

Department Total = 500.00

City Hall Building

Alliant Energy	Gas Service Apr/May 2014	112.32
Bomgaars Supply, Inc	Screw Eye	1.49
Central Iowa Distributing, Inc	Vacuum Repairs	154.11
Evertex Inc	Cell Phone Service June 2014	19.25
Genesis Development	May 2014 Janitorial Service	200.00
Julius Dennis R.	Entrance Mats	28.40
Julius Dennis R.	Entrance Mats	28.40
Neuroth Kevin	Garbage Service May 2014	27.00
Storm Lake Ace Hardware Inc	Air Filter	40.42
Wide Open West	Phone Service June 2014	90.82

City Hall Building

Department Total = 702.21

Other Policy & Administration

Buena Vista Stationery & Print Inc	Office Supplies	4.61
Central Bank	Des Moines Register Subscription	10.00
Central Bank	Domain Registration	28.34
Central Bank	Des Moines Register Subscription	10.00
Fareway Store #461	Safety Bingo Supplies	8.98

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

Checks for Approval Report

From: 06/03/14 To 06/16/14
User: tyler.gibbins

Genesis Development	Confidential Shredding	5.50
I&S Group, Inc.	Railroad Property Revised Plat	275.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Patrick	65.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Movall	65.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Kruse	65.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Huddleston	65.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Yarosevich	65.00
Iowa Office Supply Inc	Office Supplies	17.24
Iowa Office Supply Inc	Office Supplies Credit- Paid Twice	-30.39
Movall Jennifer	Iowa Gov't Roundtable- Des Moines- Movall	54.51
Storm Lake Times The	Publications May 2014- City Claims	34.80
Storm Lake Times The	Publications May 2014- City Meeting	47.80
Storm Lake Times The	Publications May 2014- City Claims	37.12
Storm Lake Times The	Publications May 2014- City Meeting	171.80
Storm Lake Times The	Publications May 2014- City Special Meeting	9.60
Storm Lake Times The	Publications May 2014- City Disposition of W 6th	28.40
Storm Lake Times The	Publications May 2014- City Claims	46.40
Storm Lake Times The	Publications May 2014- City Meeting	32.40
Subway	Safety Bingo Prize	16.91

Other Policy & Administration

Department Total = 1,134.02

Water Administration

Evertex Inc	Cell Phone Service June 2014	34.76
Genesis Development	May 2014 Janitorial Service	200.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Kruse	65.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Patrick	65.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Yarosevich	65.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Movall	65.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Huddleston	65.00
Iowa Office Supply Inc	Office Supplies Credit- Paid Twice	-30.38
Iowa Office Supply Inc	Office Supplies	17.23
Movall Jennifer	Iowa Gov't Roundtable- Des Moines- Movall	54.51
Purchase Power	Postage June 2, 2014	3.94
Qualified Presort Service, LLC	Final Bills	14.00
Qualified Presort Service, LLC	Final Bills	2.79
Qualified Presort Service, LLC	Past Due Notices	60.79
Springbrook Software, Inc	May 2014 IVR Subscription	10.00
Springbrook Software, Inc	May 2014 Online Bills	105.00
Subway	Safety Bingo Prize	16.92
Wide Open West	Phone Service June 2014	77.31

Water Administration

Department Total = 891.87

Water Plant

Alliant Energy	Gas Service Apr/May 2014	1,024.65
Bomgaars Supply, Inc	MIOX Line Supplies	15.07
Bomgaars Supply, Inc	Grinder Supplies	118.97
Bomgaars Supply, Inc	MIOX Line Supplies	16.17
Bomgaars Supply, Inc	Flag, Hose Clamps	175.27
Bomgaars Supply, Inc	18V Batteries	129.99
Central Iowa Distributing, Inc	Burnisher, Pads, Bags, & Towels	1,511.47
Control System Specialists, LLC	HVAC Repairs	1,647.90
Control System Specialists, LLC	HVAC Repairs	774.23
Evertex Inc	Cell Phone Service June 2014	191.21
Fastenal Company	Gloves, Work Lights, Fall Arrestor	1,633.76
Fastenal Company	Gloves, Coveralls	281.53

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

Checks for Approval Report

From: 06/03/14 To 06/16/14
User: tyler.gibbins

Fastenal Company	Drill Set	342.07
Fastenal Company	Bolts	5.25
Fastenal Company	Slaker Parts	8.69
Fastenal Company	Degreaser	9.97
Fastenal Company	Airline, Utility Cart	327.66
Federal Express Freight	Shipping	177.59
Ferguson Enterprises Inc	Air line Repairs	497.14
Foundation Analytical Laboratory Inc	May 14 Coliforms Testing	120.00
Foundation Analytical Laboratory Inc	May 14 Nitrite Testing	15.00
Foundation Analytical Laboratory Inc	May 14 Nitrate Testing	15.00
Foundation Analytical Laboratory Inc	May 14 Metal Testing	60.00
Foundation Analytical Laboratory Inc	May 14 Flouride Testing	15.00
Foundation Analytical Laboratory Inc	May 14 Chlorite Testing	132.00
Foundation Analytical Laboratory Inc	May 14 Ammonia Testing	72.00
Foundation Analytical Laboratory Inc	Total N & P	1,051.00
Hawkins, Inc	Fluoride Tank Replacement	1,430.79
Hickman, Williams & Company	Lime	4,362.78
Hickman, Williams & Company	Lime Freight	260.42
Hickman, Williams & Company	Lime Freight	253.09
Hickman, Williams & Company	Lime	4,239.96
Iowa Dept of Natural Resources	Well #20 Construction Permit	1,639.51
Menards Inc	Supplies	439.99
Menards Inc	Supplies Returned	-56.13
Menards Inc	Supplies Returned	-116.00
Menards Inc	Supplies Returned	-70.32
Menards Inc	Supplies Returned	-270.44
Mike's Electronics Inc	Air Dryer	135.00
Mike's Electronics Inc	Outside Light Repairs	70.00
Mike's Electronics Inc	Press PLC	260.00
Nasers Mitchell	May 14 to June 8, 2014	1,680.00
NCL of Wisconsin Inc	PH Probe	415.38
Neuroth Kevin	Garbage Service May 2014	69.00
PraxAir inc	Carbon Dioxide	733.72
Sargent Drilling	Well #11 Pump Repairs	3,543.76
Sargent Drilling	Well #11 Rehab	21,194.00
Star Energy, LLC	Fuel May 2014	352.73
Storm Lake Ace Hardware Inc	Bolts- Well #11	31.00
Storm Lake Ace Hardware Inc	Lab Ice Maker Parts	25.26
Storm Lake Ace Hardware Inc	Silicore, Primer, Cement	53.94
Storm Lake Ace Hardware Inc	Hose, Bibs, Bolts	64.86
Storm Lake Times The	Publications May 2014- City Well #20	11.60
Wide Open West	Phone Service June 2014	150.65

Water Plant	Department Total =	51,273.14
--------------------	---------------------------	------------------

Water Distribution

Alliant Energy	Gas Service Apr/May 2014	21.93
City of Storm Lake	Hyd Fluid, Fittings, & Hoses #34	396.37
Evertex Inc	Cell Phone Service June 2014	33.73
Ferguson Enterprises Inc	Pay for Pipe Tape that Credited Twice	6.76
Ferguson Enterprises Inc	Supplies	11.10
Gongol & Assoc DJ	Portable Pump	1,799.00
Mike's Lawn Service, Inc	Lawn Renovations	1,350.90
Star Energy, LLC	Fuel May 2014	435.33
Storm Lake Comm Schools	Bulidng Trades Home 1107 W 6th- Utility Incentive	500.00
USA Blue Book	Paint	477.45
Wide Open West	Phone Service June 2014	73.08

Water Distribution

Department Total = 5,105.65

Water Meters

City of Storm Lake	Serviced #66	42.43
Inquirehire	Background Checks	137.00
Municipal Supply, Inc.	Tyson Water Meter	9,055.00
Pilot Tribune	Help Wanted Ad- Water Meter Reading	625.90
Star Energy, LLC	Fuel May 2014	212.27
Storm Lake Times The	Publications May 2014- Water Meter Reader	30.38
Storm Lake Times The	Publications May 2014- Water Meter Reader	30.38
Storm Lake Times The	Publications May 2014- Water Meter Reader	42.52
Storm Lake Times The	Publications May 2014- Water Meter Reader	60.75

Water Meters

Department Total = 10,236.63

Wastewater Administration

Alliant Energy	Gas Service Apr/May 2014	21.93
Evertex Inc	Cell Phone Service June 2014	34.75
Genesis Development	May 2014 Janitorial Service	200.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Patrick	65.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Movall	65.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Kruse	65.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Huddleston	65.00
Iowa League of Cities	Iowa League of Cities Conf 2014- Yarosevich	65.00
Iowa Office Supply Inc	Office Supplies	17.23
Iowa Office Supply Inc	Office Supplies Credit- Paid Twice	-30.38
Movall Jennifer	Iowa Gov't Roundtable- Des Moines- Movall	54.50
Purchase Power	Postage June 2, 2014	3.94
Qualified Presort Service, LLC	ACH Final Bills	1.69
Qualified Presort Service, LLC	Past Due Notices	60.79
Qualified Presort Service, LLC	Final Bills	2.79
Springbrook Software, Inc	May 2014 Online Bills	105.00
Subway	Safety Bingo Prize	16.92
Wide Open West	Phone Service June 2014	90.48

Wastewater Administration

Department Total = 904.64

Wastewater Treatment Plant

Airgas, Inc	Welding Supplies- No Tax	95.68
Airgas, Inc	Welding Supplies- No Tax	47.73
Airgas, Inc	Plasma Cutter Supplies- No Tax	225.70
Airgas, Inc	Electric Cut Supplies	113.10
Alliant Energy	Gas Service Apr/May 2014	74.98
Axchem USA, Inc	Polymer	2,875.00
Axchem USA, Inc	Polymer Freight	254.24
Bomgaars Supply, Inc	Tools for Shop	107.98
Bomgaars Supply, Inc	South Mixers Air Conditioner Repairs	33.99
Bomgaars Supply, Inc	Tools & Batteries for the Shop	253.45
Bomgaars Supply, Inc	Tools for #59 & Generator Trailer	42.96
Bomgaars Supply, Inc	Return Hitch Safety Pin	-3.99
Bomgaars Supply, Inc	South Mixer AC Unit Repairs	29.97
Bomgaars Supply, Inc	Sludge Door Repairs	4.89
Bomgaars Supply, Inc	Hyd Oil for Various Machines	55.98
Central Bank	3 Refrigerators	253.59
Crescent Electric Supply Co	Supplies Returned	-4.03
Evertex Inc	Cell Phone Service June 2014	250.40

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

Checks for Approval Report

From: 06/03/14 To 06/16/14
User: tyler.gibbins

Fastenal Company	Bolt Bin Supply	136.04
Iowa Dept of Natural Resources	WasteWater Treatment 2 Operator Certificate- Vander	60.00
Iowa Office Supply Inc	Copier Agreement	7.18
Mike's Electronics Inc	DO Alarm With New Probes	148.40
Mike's Electronics Inc	Temporary Electric- Tyson Press	6,282.80
Moodie Ref Air Cond Svc	Checked Unit in Small Building	50.00
NCL of Wisconsin Inc	Lab Supplies	392.97
Neuroth Kevin	Garbage Service May 2014	62.75
Northern Balance/Scale Inc	Certification of Scale & Thermometers	307.00
Rebnord Technologies Inc	Radio Comm Cables	163.00
Rent-All	EB Cleanout Project	695.00
Star Energy, LLC	Fuel May 2014	719.77
Storm Lake Ace Hardware Inc	13th Street Float Cables	28.17
Storm Lake Ace Hardware Inc	Influent Sampler Hose & Power	59.98
Storm Lake Ace Hardware Inc	Press Room Supplies	29.97
US Peroxide, LLC	Peroxide	13,602.08
US Peroxide, LLC	Peroxide Freight	344.00
US Peroxide, LLC	Facility Maintenance Agreement	750.00

Wastewater Treatment Plant

Department Total = 28,550.73

Wastewater Collection

Gridor Construction, Inc	Pay Estimate #14 of Contract #5 through 5/30/2014	237,590.25
Gridor Construction, Inc	Pay Estimate #14 of Contract #5 through 5/30/2014	31,678.70
Gridor Construction, Inc	Pay Estimate #14 of Contract #5 through 5/30/2014	47,518.05
Iowa Dept of Natural Resources	Admin Consent Order- H & W Construction Permit	2,000.00
Magney Construction Inc	Pay Estimate #4 of Contract 6 through 5/31/2014	596,104.10
Star Energy, LLC	Fuel May 2014	224.26
Storm Lake Comm Schools	Bulidng Trades Home 1107 W 6th- Utility Incentive	500.00

Wastewater Collection

Department Total = 915,615.36

Landfill

Purchase Power	Postage June 2, 2014	1.96
Qualified Presort Service, LLC	Final Bills	2.78
Qualified Presort Service, LLC	Past Due Notices	60.78
Springbrook Software, Inc	May 2014 Online Bills	105.00

Landfill

Department Total = 170.52

Storm Water Administration

Bomgaars Supply, Inc	Cable Ties- SW Repairs	5.69
Evertex Inc	Cell Phone Service June 2014	3.53
Genesis Development	May 2014 Janitorial Service	200.00
Qualified Presort Service, LLC	Final Bills	2.79
Qualified Presort Service, LLC	Past Due Notices	60.79
Springbrook Software, Inc	May 2014 Online Bills	105.00

Storm Water Administration

Department Total = 377.80

Storm Water Collection

Bomgaars Supply, Inc	Snap Tee	11.99
Bomgaars Supply, Inc	Pipe	99.99
Emmons & Olivier Resources Inc	April 2014 Design Services- Expansion Blvd	39,590.65
Mike's Lawn Service, Inc	Renovate Haahrs Lot & Straw Blanket	1,830.00

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

Checks for Approval Report

From: 06/03/14 To 06/16/14
User: tyler.gibbins

Simmering-Cory Inc	Administrative Services	1,900.00
Storm Lake Times The	Publications May 2014- City Hearing Exp Blvd	8.00

Storm Water Collection	Department Total =	43,440.63
-------------------------------	---------------------------	-----------

Street Cleaning

City of Storm Lake	Adjust Brooms and Drivebelts #68	183.50
Occupational Medicine at Riverside UnityPoint Clinic	Testing- Kessler	37.00
Star Energy, LLC	Fuel May 2014	551.95

Street Cleaning	Department Total =	772.45
------------------------	---------------------------	--------

Insurance

Group Resources	Admin Fees June 2014	90.00
Group Resources	June 2014 Premium- Less Rainforth	17,052.54
Three Rivers Benefit Corporation	Flex Claims 6/2/2014	596.77
Three Rivers Benefit Corporation	6/9/2014 Claims	40,000.00

Insurance	Department Total =	57,739.31
------------------	---------------------------	-----------

UNAVAILABLE

Johnson Kelly	May 2014 Punchcards & Discounts	476.11
Salus LLC	Memberships- May 2014	200.00

UNAVAILABLE	Department Total =	676.11
--------------------	---------------------------	--------

Vehicle Maintenance

Arnold Motor Supply, LLP	Clamps, Heater, Foam Ear	104.92
Arnold Motor Supply, LLP	Clamp & Ties	15.37
Arnold Motor Supply, LLP	Kneeler	33.26
Arnold Motor Supply, LLP	Supplies	43.10
Arnold Motor Supply, LLP	Air Filter	48.12
Arnold Motor Supply, LLP	Tools for Street Sweeper	111.29
Arnold Motor Supply, LLP	Brake Cleaner	23.88
Fastenal Company	Supplies	13.75
Napa Auto Parts	Oil Gun & Connector	34.40
Napa Auto Parts	Weld & Cover	14.12
Napa Auto Parts	Tarp Fasteners	5.96
Old Dominion Brush Co	Brooms & Brushes	333.00
Reinert Michael P	Supplies for Street Sweeper	57.00
Reinert Michael P	Materials for #68	14.50
Storm Lake Hydraulics Co Inc	Hyd Hose & Ends	152.06
Storm Lake Hydraulics Co Inc	Elbows, Caps, Plugs	94.81

Vehicle Maintenance	Department Total =	1,099.54
----------------------------	---------------------------	----------

Technology

Rebnord Technologies Inc	2 Factor Auth	375.00
Rebnord Technologies Inc	My Anti Spam	75.00
Rebnord Technologies Inc	IT Service Agreement	3,200.00
Wide Open West	Internet Service June 2014	661.95

Technology	Department Total =	4,311.95
-------------------	---------------------------	----------

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

Checks for Approval Report

From: 06/03/14 To 06/16/14
User: tyler.gibbins

Grand Total = 1,412,954.53

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JUNE 2, 2014, 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, Sara Huddleston, and Mike Porsch. Absent: Bruce Engelmann and David Walker. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Fire Chief Mike Jones, Infrastructure Superintendent Pat Kelly, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, Todd Allen Water Plant Superintendent, Jacob Stewart Wastewater Plant Superintendent, Jennifer Movall Finance Department Manager, and Justin Yarosevich City Clerk.

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

Hear the Public – None

Consent Agenda – Moved by Council Member Walker to approve the consent agenda which included checks #45987 through #46076, minutes from the May 19, 2014 and May 28, 2014 council meetings, liquor license renewal for Walgreens, 5-day liquor license for the Buddhist Temple effective July 4, 2014, new liquor license for La Perla located at 200 E Railroad Street (subject to fire inspection), cigarette permits for Murphy Oil, Fareway, Wal-Mart, Walgreens, and HyVee, noise variance for the Buddhist Temple on July 4, 2014 between the hours of 2:00pm and 11:30pm and July 5, 2014 between the hours of 2:00pm and 1:00am, and noise variance for Kings Pointe Resort for Saturdays and Sundays and July 2nd through July 6th between the hours of 4:00pm until 12:00am (midnight). Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

BVU Noise Variance – Moved by Council Member Huddleston to approve a noise variance for Buena Vista University on Saturday, August 23, 2014 between the hours of 9:00pm and 12:00am on the Forum Lawn. Also, a noise variance for Sunday, August 24, 2014 between the hours of 8:00pm until 11:00pm in the central campus area. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker abstaining. Motion carried.

Lake Avenue Trail – Mayor Kruse opened the public hearing on the proposed 2014 Lake Avenue Trail Improvements Project 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 Anderson the adopt Resolution No. 92-R-2013-2014 approving the plans, specifications, and form of contract for the 2014 Lake Avenue Trail Improvements Project. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 92-R-2013-2014

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF

**CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM
LAKE 2014 LAKE AVENUE TRAIL IMPROVEMENTS 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 2014 Lake Avenue Trail Improvements 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 2nd day of June 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

W. 6th Street Vacation – Moved by Council Member Walker to pass on 3rd Reading Ordinance No. 10-O-2013-2014 vacating a portion of the W. 6th Street right-of-way and a portion of the Highview Drive right-of-way. Seconded by Council Member Porsch.
Vote: All ayes. Motion carried.

ORDINANCE NO. 10-O-2013-2014

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION OF THE WEST 6TH STREET RIGHT-OF-WAY AND A PORTION OF THE HIGHVIEW DRIVE RIGHT-OF-WAY IN THE CITY OF STORM LAKE, IOWA.

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

Section I. Purpose: The purpose of this Ordinance is to vacate a portion of the West 6th Street right-of way and a portion of the Highview Drive right-of way in the City of Storm Lake, Buena Vista County, Iowa and thereby relieve the City of Storm Lake of responsibility for the maintenance and supervision of such streets.

Section II. Facts Found: The City Council of the City of Storm Lake, Iowa

hereby makes the following findings:

1. Portions of the West 6th Street and Highview Drive street rights-of way, legally described as:

**PORTIONS OF WEST 6TH STREET AND HIGHVIEW DRIVE,
BOTH BEING DEDICATED PUBLIC STREETS WITHIN THE
CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA
VISTA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED
AS FOLLOWS:**

Beginning at the Northeast (NE) corner of Lot Four (4), Block Three (3) of First Pleasantview Addition, Thence East to the Northwest (NW) corner of Lot Four (4), Block Two (2) in said First Pleasantview Addition; Thence South along the East line of Highview Drive to the South line of West 6th Street; Thence West along said South line to a point 34.00 feet East of the Northwest (NW) corner of Lot Two (2), Block One (1) in Garden Grove Addition; Thence northeasterly to the Southwest (SW) corner of Lot Four (4), Block Two (2) in Third Pleasantview Addition; Thence East along the North line of West 6th Street to the West line of Highview Drive; Thence North along said West line to the Point of Beginning,

are not needed for use of the public as streets, and therefore, maintenance of those portions of such streets at public expense is no longer justified. However, the City of Storm Lake, Iowa will continue to maintain certain utilities on, under, and through the entirety of the rights-of-way described above and this vacation of portions of streets is not intended to relinquish any of the City of Storm Lake's property interests in such rights-of-way.

2. The vacation will not deny owners of property abutting on the streets reasonable access to their property.

3. Notice of the intended vacation including the date on which the Council would first consider the vacating ordinance has been published in the Storm Lake Times on April 25, 2014, and which date was not less than four (4) nor more than twenty (20) days from the date of the first hearing on the proposed vacation, which date was set for May 5, 2014.

Section III. Vacation: Portions of the West 6th Street and Highview Drive street rights-of way, legally described as:

**PORTIONS OF WEST 6TH STREET AND HIGHVIEW DRIVE,
BOTH BEING DEDICATED PUBLIC STREETS WITHIN THE
CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA**

**VISTA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED
AS FOLLOWS:**

Beginning at the Northeast (NE) corner of Lot Four (4), Block Three (3) of First Pleasantview Addition, Thence East to the Northwest (NW) corner of Lot Four (4), Block Two (2) in said First Pleasantview Addition; Thence South along the East line of Highview Drive to the South line of West 6th Street; Thence West along said South line to a point 34.00 feet East of the Northwest (NW) corner of Lot Two (2), Block One (1) in Garden Grove Addition; Thence northeasterly to the Southwest (SW) corner of Lot Four (4), Block Two (2) in Third Pleasantview Addition; Thence East along the North line of West 6th Street to the West line of Highview Drive; Thence North along said West line to the Point of Beginning,

in the City of Storm Lake, Iowa are hereby declared vacated.

Section IV. Repealer: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section V. Severability Clause. If any section, provision, or part of this Ordinance shall be judged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section VI. When Effective: This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 2nd day of June, 2014.

Jon Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Public Right-of-Way Transfer – Mayor Kruse opened the public hearing on the transfer of public right-of-way to Buena Vista Regional Medical Center 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 Walker to adopt Resolution No. 93-R-2013-2014 approving disposition and conveyance of real estate to Buena Vista Regional Medical Center in exchange for storm water management improvements to be made by Buena Vista Regional Medical Center. Seconded by Council Member Porsch. Vote: All ayes.

Motion carried.

RESOLUTION NO. 93-R-2013-2014

RESOLUTION APPROVING DISPOSITION AND CONVEYANCE OF REAL ESTATE TO BUENA VISTA REGIONAL MEDICAL CENTER IN EXCHANGE FOR STORM WATER MANAGEMENT IMPROVEMENTS TO BE MADE BY BUENA VISTA REGIONAL MEDICAL CENTER; 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 follows:

**PORTIONS OF WEST 6TH STREET AND HIGHVIEW DRIVE,
BOTH BEING DEDICATED PUBLIC STREETS WITHIN THE
CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA
VISTA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED
AS FOLLOWS:**

Beginning at the Northeast (NE) corner of Lot Four (4), Block Three (3) of First Pleasantview Addition, Thence East to the Northwest (NW) corner of Lot Four (4), Block Two (2) in said First Pleasantview Addition; Thence South along the East line of Highview Drive to the South line of West 6th Street; Thence West along said South line to a point 34.00 feet East of the Northwest (NW) corner of Lot Two (2), Block One (1) in Garden Grove Addition; Thence northeasterly to the Southwest (SW) corner of Lot Four (4), Block Two (2) in Third Pleasantview Addition; Thence East along the North line of West 6th Street to the West line of Highview Drive; Thence North along said West line to the Point of Beginning,

(the “Real Estate”);

WHEREAS, the City Council, by Resolution adopted May 19, 2014, proposed to convey the Real Estate to Buena Vista Regional Medical Center (“BVRMC”) in consideration of BVRMC making certain storm water management improvements on its campus at its own expense that will serve to greatly alleviate the flow of storm water on public streets and private property in the vicinity of the BVRMC campus;

WHEREAS, the cost to the City of Storm Lake of similar storm water management improvements, were the City to make such improvements for the benefit of the public, would equal or exceed the fair market value of the Real Estate;

WHEREAS, BVRMC desires to acquire the Real Estate for use in its planned expansion;

WHEREAS, the Real Estate is without apparent value or use to the City, except for its use as a site for an existing underground sanitary sewer line;

WHEREAS, the City and BVRMC have negotiated an agreement called, "Agreement Between City of Storm Lake and Buena Vista Regional Medical Center for Conveyance of Real Estate in Exchange for Storm Water Improvements" (the "Agreement"), a copy of which is attached as Exhibit "A," subject to the approval of the City Council of the City of Storm Lake, Iowa, in which the City would convey the Real Estate to BVRMC without monetary consideration but in exchange for BVRMC a) making certain storm water management improvements on its campus at its own expense, b) conveying an easement to the City of Storm Lake, which easement is located on BVRMC's adjacent property and on a part of the Real Estate, for a re-routed sanitary sewer line without the payment of any money by the City, c) constructing and installing the re-routed sanitary sewer line to the City's specifications at the expense of BVRMC, and d) dedicating to the public the re-routed sewer line;

WHEREAS, the City Council, by Resolution adopted May 19, 2014, proposed to dispose of the Real Estate on the terms and conditions set forth above;

WHEREAS, notice of said disposition of the Real Estate has been made to the public by publication in the Storm Lake Times on May 23, 2014, pursuant to a directive to the Clerk contained in the May 19, 2014 Resolution;

WHEREAS, the Council has passed on third reading an ordinance that, when effective upon publication, will vacate the street rights-of-way to the extent they are situated on the Real Estate;

WHEREAS, the Council finds that the proposed disposition is in the City's interest for the reasons set forth above; and

WHEREAS, BVRMC 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 Real Estate on the terms and conditions previously set forth in this Resolution and in the Agreement.

IT IS FURTHER RESOLVED that the Agreement between the City of Storm Lake, Iowa and BVRMC, 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 Real Estate to BVRMC on the terms and conditions set forth herein and in the Agreement.

Passed and approved this 2nd day of June, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Exhibit "A"

**AGREEMENT BETWEEN CITY OF STORM LAKE AND BUENA VISTA REGIONAL
MEDICAL CENTER FOR CONVEYANCE OF REAL ESTATE IN EXCHANGE FOR
STORM WATER DRAINAGE IMPROVEMENTS**

This is an agreement (the "Agreement") between the City of Storm Lake, Iowa, an Iowa municipal corporation, (the "City") and Buena Vista Regional Medical Center, a County Hospital organized under the laws of Iowa, (BVRMC).

Background

The City owns real estate that is, or until the recent vacation of a portion of the West 6th Street right-of-way and a portion of the Highview Drive right-of-way, was, street rights-of-way in the City of Storm Lake, Iowa, dedicated to the public. The City is in the process of, or has recently completed, the process of passing an ordinance vacating the dedicated street rights-of-way located on such land. The street rights-of-way subject to the vacation and the real estate owned by the City on which those rights-of-way are located are legally described as follows:

**PORTIONS OF WEST 6TH STREET AND HIGHVIEW DRIVE, BOTH
BEING DEDICATED PUBLIC STREETS WITHIN THE CORPORATE
LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY,
IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Beginning at the Northeast (NE) corner of Lot Four (4), Block Three (3) of First Pleasantview Addition, Thence East to the Northwest (NW) corner of Lot Four (4), Block Two (2) in said First Pleasantview Addition; Thence South along the East line of Highview Drive to the South line of West 6th Street; Thence West along said South line to a point 34.00 feet East of the Northwest (NW) corner of Lot Two (2), Block One (1) in Garden Grove Addition; Thence northeasterly to the Southwest (SW) corner of Lot Four (4), Block Two (2) in Third Pleasantview Addition; Thence East along the North line of West 6th Street to the West line of Highview Drive; Thence North along said West line to the Point of Beginning,

(the "Real Estate").

BVRMC desires to acquire the Real Estate, which adjoins property owned by BVRMC. The City is willing to convey the Real Estate to BVRMC in exchange for certain storm water management improvements to be made by BVRMC under the terms and provisions of this Agreement that will benefit the public.

A sanitary sewer main of the City is situated underground on the Real Estate. BVRMC is embarking on an expansion project which entails use of the Real Estate and, to accommodate the expansion, wants the sanitary sewer main re-routed in such a way that it will cross both part of the Real Estate and part of some property already owned by BVRMC. The City is willing to allow BVRMC to re-route the sewer main but will require that BVRMC grant the City an easement for the construction and maintenance of such main. BVRMC is willing to construct and install the new, re-routed sanitary sewer main and is willing to grant the necessary easement to the City. The City is willing to allow BVRMC to construct and install the main under supervision of the City and subject to City approval. The sanitary sewer main so constructed is to be dedicated to the public.

Terms of Agreement

Now, therefore, in consideration of the mutual promises and assurances contained in this Agreement, the sufficiency of which consideration is acknowledged by the parties, the City and BVRMC agree as follows:

Section 1. Conveyance of Real Estate to BVRMC. Within 14 days after the adoption of such ordinance or the execution of this Agreement by both parties, whichever is later, or at such later date as may be requested by BVRMC in writing, the City shall convey to BVRMC, by quit claim deed, title to the Real Estate without the payment of any money by BVRMC to the City. If BVRMC wishes to have an abstract of title for the Real Estate, BVRMC shall be responsible for ordering and paying the cost of its preparation.

Section 2. Conveyance of Easement to City. At such time as the City conveys the Real Estate to BVRMC, BVRMC shall convey to the City the easement for the re-routed sanitary sewer line without the payment of any money to BVRMC by the City. The easement shall be in the form as shown on attached Exhibit 1.

Section 3. Construction of Re-routed Sanitary Sewer Main. BVRMC, at its expense, shall construct and install, to City's specifications, the re-routed sanitary sewer main on the easement area described in attached Exhibit 1. BVRMC warrants the design, materials, workmanship, construction, and performance of the re-routed sanitary sewer main for two years after completion. The re-routed sanitary sewer main shall be dedicated to the public. However, BVRMC shall permit the City to inspect such main before it is covered with dirt, and the sanitary sewer main must be approved by the City before acceptance of the dedicated sanitary sewer main by the City. That part of the

sewer main which is to be replaced by the re-routed sewer main shall not be disconnected from the City's sanitary sewer system until the City gives BVRMC written authorization to do so.

Section 4. Storm Water Management Improvements to be made by BVRMC.

As a part of its hospital expansion project, BVRMC shall incorporate certain storm water management improvements on its campus, as shown in a letter to James Patrick from Zac Andersen, P.E. dated April 14, 2014 and plans for such improvements, which letter and plans together are referred to below as the "Plans" and attached as Exhibit 2. The Plans may be changed by BVRMC, provided that any change affecting storm water drainage or the calculation of the amount of storm water runoff that will come from the campus of BVRMC, as determined by BVRMC's Professional Engineer, has been approved in writing by the City before BVRMC authorizes any change order effecting such change. BVRMC shall permit the City to inspect the construction of such storm water management improvements after their completion. If the City is reasonably satisfied that the construction of the storm water management improvements has been completed in accordance with the Plans attached as Exhibit 2 or in accordance with the Plans as changed by any change orders requiring approval of the City, the City shall approve such improvements in writing. The City shall not grant BVRMC an occupancy permit with respect to BVRMC's expanded facilities before the City has approved the storm water management improvements and BVRMC has satisfied any other prerequisites imposed by law or ordinance for occupancy.

Section 5. Not Assignable. This Agreement may not be assigned by the parties.

Section 6. Subject to BVRMC's Acceptance of Title. This Agreement is subject to the acceptance by BVRMC of the marketability of City's title to the Real Estate. If BVRMC does not accept the marketability of such title, it shall so notify the City in writing before the City's conveyance of the Real Estate to BVRMC and this Agreement shall be void. If BVRMC does not so notify the City in writing before such conveyance, BVRMC shall be deemed to have accepted the marketability of the City's title to the Real Estate.

Section 7. Subject to Vacation of Street Rights-of-way and to Council Approval. This Agreement is subject to the City's City Council passing and adopting an ordinance lawfully vacating the portions of public street rights-of-way on the Real Estate. This Agreement shall be void if such ordinance is not so passed and adopted. This Agreement is also subject to approval of the City's City Council and shall be void if not so approved.

Dated: _____

THE CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

Attest: _____
Justin Yarosevich, City Clerk

Dated: 5/28/14

BUENA VISTA REGIONAL MEDICAL CENTER

By:  _____
Steven R. Colerick, Chief Executive Officer

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2014, by and between Buena Vista Regional Medical Center, a County Hospital organized under the laws of Iowa, herein referred to as Grantor, and the City of Storm Lake, Iowa, an Iowa municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT OF WAY

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee, its successors and assigns a perpetual easement for the purpose of laying, constructing, operating, inspecting, repairing, maintaining, replacing, substituting, relocating and removing a sanitary sewer pipeline and appurtenances, for the transportation of sewage, in, over, under, across, and through the following described real estate in Buena Vista County, Iowa, to-wit:

PORTIONS OF VACATED WEST 6TH STREET AND HIGHVIEW DRIVE, LOT FOUR (4), BLOCK TWO (2) THIRD PLEASANTVIEW ADDITION AND LOT FOUR (4), BLOCK THREE (3) OF FIRST PLEASANTVIEW ADDITION ALL

WITHIN THE CORPORATE LIMITS OF THE CITY OF STORMLAKE, BUENA VISTA COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of Lot Four (4), Block Two (2), Third Pleasantview Addition; thence North 01°05'54" East, along the West line of said Lot Four (4), 65.12 Feet; thence South 89°00'52" East, 304.79 Feet; thence South 01°11'20" West, 123.73 Feet to the South line of West 6th Street; thence North 89°16'34" West, along said South line, 31.43 Feet to exterior wall of the Hospital Building; thence North 01°02'09" East, along said wall, 24.96 Feet; thence continuing along said wall North 88°57'51" West, 1.74 Feet; thence continuing along said wall along the arc of a 51.32 Foot radius curve, concave northeasterly 22.98 Feet, said curve having a chord which bears North 46°08'45" West, for 22.79 Feet; thence departing from said wall along a line which bears North 01°11'20" East, for 33.41 Feet; thence North 89°00'52" West, 228.71 Feet; thence South 06°10'24" West, 8.40 Feet to the western face of a retaining wall; thence South 31°00'08" West, along said retaining wall 77.09 Feet to the South line of West 6th Street; thence North 88°59'43" West, along said South line, 31.93 Feet to the West line of the vacated portion of West 6th Street; thence North 37°59'51" East, along said West line, 75.12 Feet to the Point of Beginning.

Easement contains 0.47 acres.

See Easement Plat attached for a depiction of the Easement Area.

The real estate subject to the easement shall be referred to below as the "Easement Area."

SECTION II.

TERM

The rights granted herein shall be possessed and enjoyed by Grantee, its successors and assigns so long as the sanitary sewer pipeline constructed pursuant hereto shall be maintained and operated by Grantee, its successors or assigns.

SECTION III.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the Easement Area for any and

all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION IV.

RIGHTS OF GRANTOR

Grantor reserves the right to use and enjoy the Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation, except the retaining wall as depicted on the attached Easement Plat, on any part of the Easement Area, or to fence the whole or any part thereof.

SECTION V.

PIPELINE DEPTH; TREATMENT AND RESTORATION OF SURFACE

Because the sanitary sewer pipeline to be constructed on the Easement Area will initially be constructed and installed to Grantee's specifications by Grantor, Grantor, at Grantor's expense, shall restore the ground on the Easement Area after the initial construction and installation to its own satisfaction, provided that such restoration shall comply with any and all governing laws, ordinances, and regulations. Grantor and Grantee agree that the sanitary sewer pipeline shall be buried at a depth sufficient to avoid any interference with the normal uses which Grantor might make of Grantor's property. In the maintenance, repair or replacement of the sanitary sewer pipeline or the exercise of its other rights under this agreement, except its right to initially construct the sanitary sewer pipeline, Grantee shall remove the topsoil from the Easement Area separately from the other materials removed by Grantee in such maintenance, repair or replacement of the sanitary sewer pipeline or in the exercise of other rights under this agreement, and shall replace said topsoil in the Easement Area upon completion of the pipeline or other work thereon. Following completion of any work on the

pipeline subsequent to its initial construction, Grantee shall restore the Easement Area as near to its condition before the work as possible. Grantee further agrees that, after any restoration, the Easement Area shall be left free of any large stones, holes or piles of dirt, and the Easement Area shall be reseeded to grass, if necessary. Grantee shall accomplish any restoration required of it within a reasonable time after the completion of work on the sanitary sewer pipeline.

SECTION VI.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the Easement Area and has the right, title and capacity to grant said premises.

SECTION VII.

DEDICATION TO THE PUBLIC

Grantor hereby dedicates to the public the sanitary sewer pipeline and appurtenances thereto to be constructed and installed on the Easement Area, subject to acceptance of such improvements by the Grantee.

SECTION VIII.

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:

CITY OF STORM LAKE, IOWA

GRANTOR:

BUENA VISTA REGIONAL MEDICAL CENTER

By _____
Jon F. Kruse, Mayor

Steven R. Colerick, Chief Executive Officer

ATTEST:

Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

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

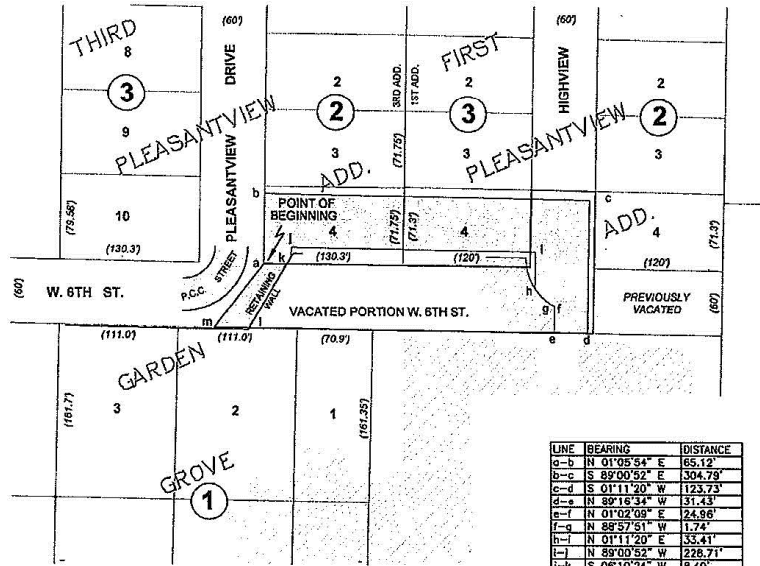
Notary Public for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, 2014, by Steven R. Colerick, as Chief Executive Officer of Buena Vista Regional Medical Center.

Notary Public for the State Of Iowa

PREPARED BY: J. SCOTT SHEVEL P.L.S. I&S GROUP, INC. P.O. BOX 458 1725 N. LAKE AVE. STORM LAKE, IA, 50586



LINE	BEARING	DISTANCE
a-b	N 01°05'54" E	65.12
b-c	S 89°00'52" E	304.79
c-d	S 01°11'20" W	123.73
d-e	N 89°16'34" W	31.43
e-f	N 01°02'09" E	24.96
f-g	N 88°57'51" W	1.74
g-h	N 01°11'20" E	33.41
h-i	N 89°00'52" W	228.71
i-j	S 06°10'24" W	8.40
j-k	S 31°00'08" W	77.09
k-l	N 88°59'43" W	31.93
l-m	N 37°59'51" E	75.12

CURVE	LENGTH	RADIUS	CHORD
g-h	22.98	51.32	N 46°08'45" W 22.79

DESCRIPTION - SANITARY SEWER EASEMENT

AN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A SANITARY SEWER LINE AND ITS APPURTENANCE STRUCTURES IN PORTIONS OF VACATED WEST 6TH STREET AND HIGHVIEW DRIVE, AND IN LOT FOUR (4), BLOCK TWO (2) THIRD PLEASANTVIEW ADDITION AND IN LOT FOUR (4), BLOCK THREE (3) OF FIRST PLEASANTVIEW ADDITION ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of Lot Four (4), Block Two (2), Third Pleasantview Addition; Thence North 01°05'54" East, along the West line of said Lot Four (4), 65.12 feet; Thence South 89°00'52" East, 304.79 feet; Thence South 01°11'20" West, 123.73 feet to the South Line of West 6th Street; Thence North 89°16'34" West, along said South line, 31.43 feet to exterior wall of the Hospital Building; Thence North 01°02'09" East, along said wall, 24.96 feet; Thence continuing along said wall North 88°57'51" West, 1.74 feet; Thence continuing along said wall along the arc of a 51.32 foot radius curve, concave northeasterly 22.98 feet, said curve having a chord which bears North 46°08'45" West, for 22.79 feet; Thence departing from said wall along a line with bears North 01°11'20" East, for 33.41 feet; Thence North 89°00'52" West, 228.71 feet; Thence South 06°10'24" West, 8.40 feet to the western face of a retaining wall; Thence South 31°00'08" West, along said retaining wall 77.09 feet to the South line of West 6th Street; Thence North 88°59'43" West, along said South line, 31.93 feet to the West line of the vacated portion of West 6th Street; Thence North 37°59'51" East, along said West line, 75.12 feet to the Point of Beginning.

Easement contains 0.47 Acres.



SCALE: 1" = 100'
0 50 100

LEGEND

- = SANITARY SEWER EASEMENT
- = RECORDED DIMENSION

EASEMENT PLAT
SANITARY SEWER
PART OF FIRST AND THIRD
PLEASANTVIEW ADDITIONS
TO THE CITY OF STORM LAKE,
BUENA VISTA COUNTY, IOWA



1725 N. Lake Ave.
Storm Lake Ia. 50586
Ph: 712-732-7745
PIN: 13-18000
Drawn: JSS
Sheet: 1 OF 1
Surveyed by: BAM
Survey Date:
Revision Date:
Drawing Name:

Exhibit 2

4/14/2014



Mr. James Patrick
City of Storm Lake
PO Box 1086, Storm Lake, Iowa, 50588

Dear Mr. Patrick,

The Buena Vista Regional Medical Center (BVRMC) is proposing a building expansion to the northwest. The expansion project includes a building addition to the northwest, a new energy center and maintenance building on the western side of the property, reconstruction the helipad and parking lot to the southwest, the addition of an auto plaza as a drop of zone for patients and reconstruction the a portion of the east and northeast parking lot. This stormwater report will discuss the existing and proposed conditions of stormwater management for the site. According to the City of Storm Lake's City Ordinances, storm water management practices must be implemented to reduce the overall peak flow for a 5-year, 24-hour storm event for any portions of the site that was disturbed as well as treat and infiltrate as much of the stormwater that the surrounding soil will allow.

The existing storm collection system at the Buena Vista Regional Medical Center currently has minimal low impact development practices for storm water management. The storm water runoff outlets directly to on-site storm sewer which outlets lets to the City of Storm Lake's Storm Sewer System which freely discharges to Storm Lake without any practice for treatment or to reduce the peak flow. The existing peak flow of the expansion/construction area is 21.48 cubic feet per second (cfs). The expansion/construction area limits can be seen in Figure 1 which is attached.

The existing BVRMC site was determined to have 4 sub-watershed areas. The drainage areas are displayed on Figure 1. Table 1 summarizes the characteristics and peak flow for each sub-watershed area. The 4 sub-watershed areas eventually discharge to the City of Storm Lake storm sewer system at the intersection of W. 5th St. and Northwestern Dr.

1725 North Lake Avenue + PO Box 458 + Storm Lake, IA 50588-7610
info@is-grp.com + www.is-grp.com
P: 712.732.7745

I+S GROUP

I+S GROUP

Table 1, Summarizes the characteristics and peak flow rate of each sub-watershed area.

Sub-Watershed	Area (AC)	Curve Number	Peak Flow Rate* (CFS)
1	1.36	94	6.13
2	1.18	91	4.37
3	1.07	88	4.05
4	1.87	94	6.93
Total			21.48

* Peak flow rate based on 5-year, 24-hour storm event.

The Buena Vista Region Medical Center is proposing to implement nine (9) bio-retention cells within the building expansion project to reduce the 5-year 24-hour peak flow and also treat the storm water. The bio-retention cell locations along with the proposed site plan with storm sewer Infrastructure are displayed in Figure 2, which is attached. The bio-retention cells allow storm water to pond and infiltrate through an engineered soil matrix to remove sediments and nutrients from the stormwater runoff. The on-site soils according to the geotechnical engineer report provided by Certified Testing Services, Inc. are not conducive for Infiltration, therefore, the majority of the storm water that is filtered through the bio-retention cells will outlet to the on-site storm sewer collection system during off-peak intervals.

Table 2, Summarizes the characteristics and peak flow rate of each sub-watershed area.

Sub-Watershed	Area (AC)	Curve Number	Peak Flow Rate* (CFS)
1	0.79	93	0.63
2	2.88	88	7.49
3	2.03	97	8.80
Total			16.92

* Peak flow rate based on 5-year, 24-hour storm event.

I+S GROUP

The proposed Buena Vista Regional Medical Center site will have 3 sub-watershed areas. Each of the 3 areas have implemented bio-retention cells to reduce the peak flow and treat the storm water runoff. The 3 sub-watershed areas are shown on figure 2. Table 2 summarizes the characteristics and peak flow for each sub-watershed area. The proposed storm water management practices for the planned BVRMC site will reduce the 5-year, 24-hour storm event peak flow from 21.48 cfs to 16.92 cfs.

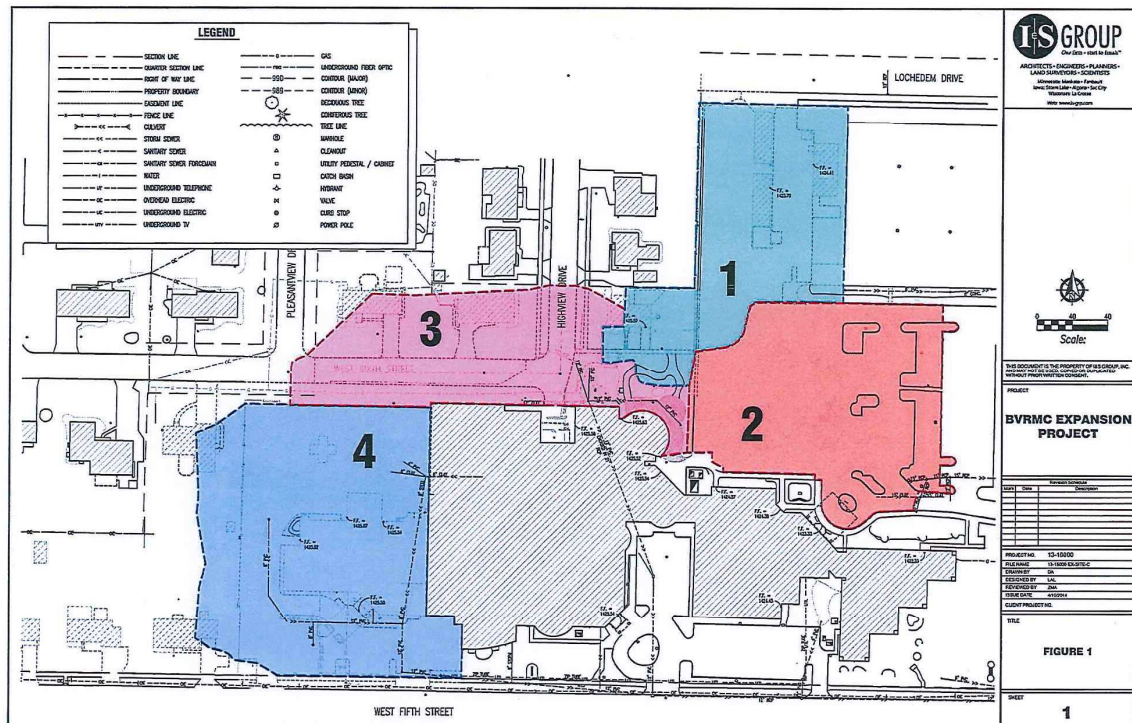
We have also attached the stormwater site plans and details associated with this project. I have copied Mr. Ferrier as requested by you and your staff. Please let me know if you have any questions.

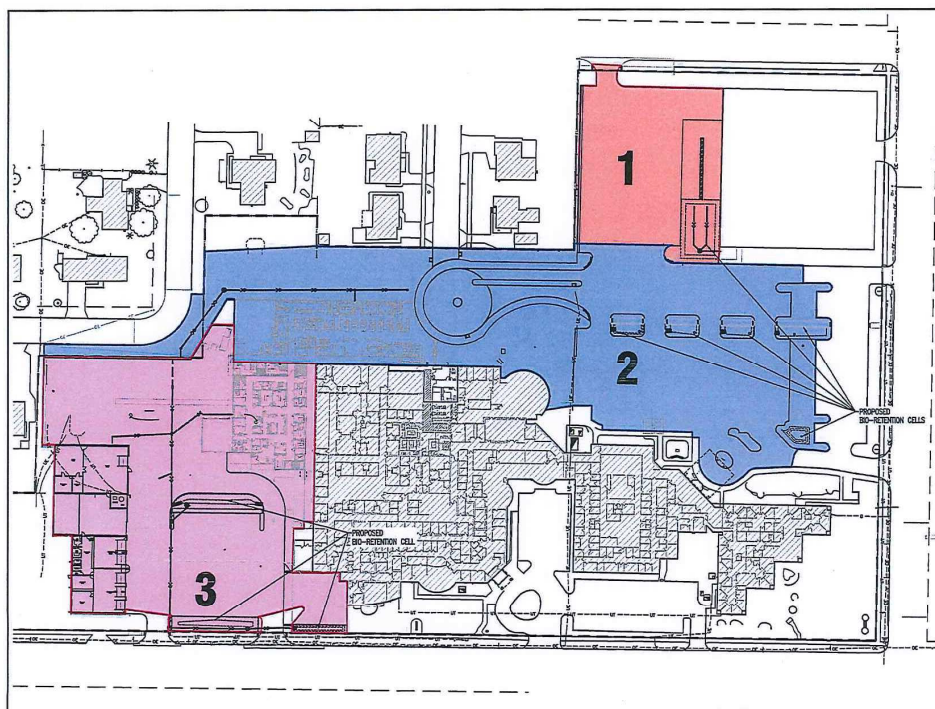
Thank you,

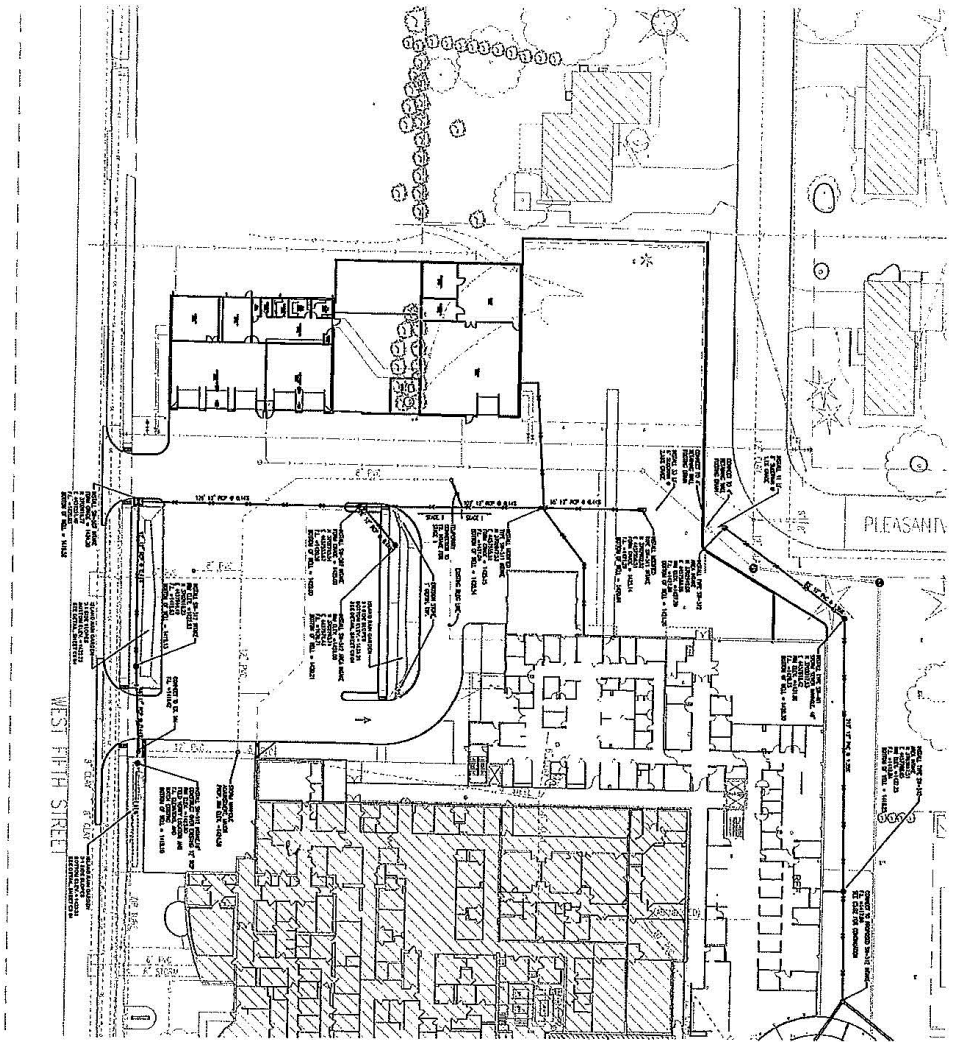
A handwritten signature in black ink that reads "Zac Andersen". The signature is written in a cursive, flowing style.

Zac Andersen, P.E.
Civil Engineer

cc: Matthew Ferrier, Bolton & Menk Inc.



[illegible]



C5.01

DATE: 10/1/2010

BY: [Signature]

PROJECT: [Text]

DESCRIPTION: [Text]

REVISIONS: [Text]

NOTES: [Text]

SCALE: [Text]

PROJECT LOCATION: [Text]

PROJECT NUMBER: [Text]

PROJECT PHASE: [Text]

PROJECT STATUS: [Text]

PROJECT CONTACT: [Text]

PROJECT ADDRESS: [Text]

PROJECT CITY: [Text]

PROJECT STATE: [Text]

PROJECT ZIP: [Text]

PROJECT PHONE: [Text]

PROJECT FAX: [Text]

PROJECT EMAIL: [Text]

PROJECT WEBSITE: [Text]

PROJECT SOCIAL MEDIA: [Text]

PROJECT BLOG: [Text]

PROJECT NEWSLETTER: [Text]

PROJECT PRESS RELEASE: [Text]

PROJECT VIDEO: [Text]

PROJECT PHOTO: [Text]

PROJECT AUDIO: [Text]

PROJECT TEXT: [Text]

PROJECT IMAGE: [Text]

PROJECT GRAPHIC: [Text]

PROJECT TABLE: [Text]

PROJECT FORM: [Text]

PROJECT APPENDIX: [Text]

PROJECT GLOSSARY: [Text]

PROJECT INDEX: [Text]

PROJECT MAP: [Text]

PROJECT PLAN: [Text]

PROJECT SPEC: [Text]

PROJECT CONTRACT: [Text]

PROJECT AGREEMENT: [Text]

PROJECT DEED: [Text]

PROJECT MORTGAGE: [Text]

PROJECT LEASE: [Text]

PROJECT LICENSE: [Text]

PROJECT PERMIT: [Text]

PROJECT CERTIFICATE: [Text]

PROJECT DECREE: [Text]

PROJECT ORDER: [Text]

PROJECT WARRANT: [Text]

PROJECT VERIFICATION: [Text]

PROJECT RETURN: [Text]

PROJECT RECEIPT: [Text]

PROJECT ACKNOWLEDGMENT: [Text]

PROJECT RELEASE: [Text]

PROJECT EXHIBIT: [Text]

PROJECT ADDENDUM: [Text]

PROJECT SUPPLEMENT: [Text]

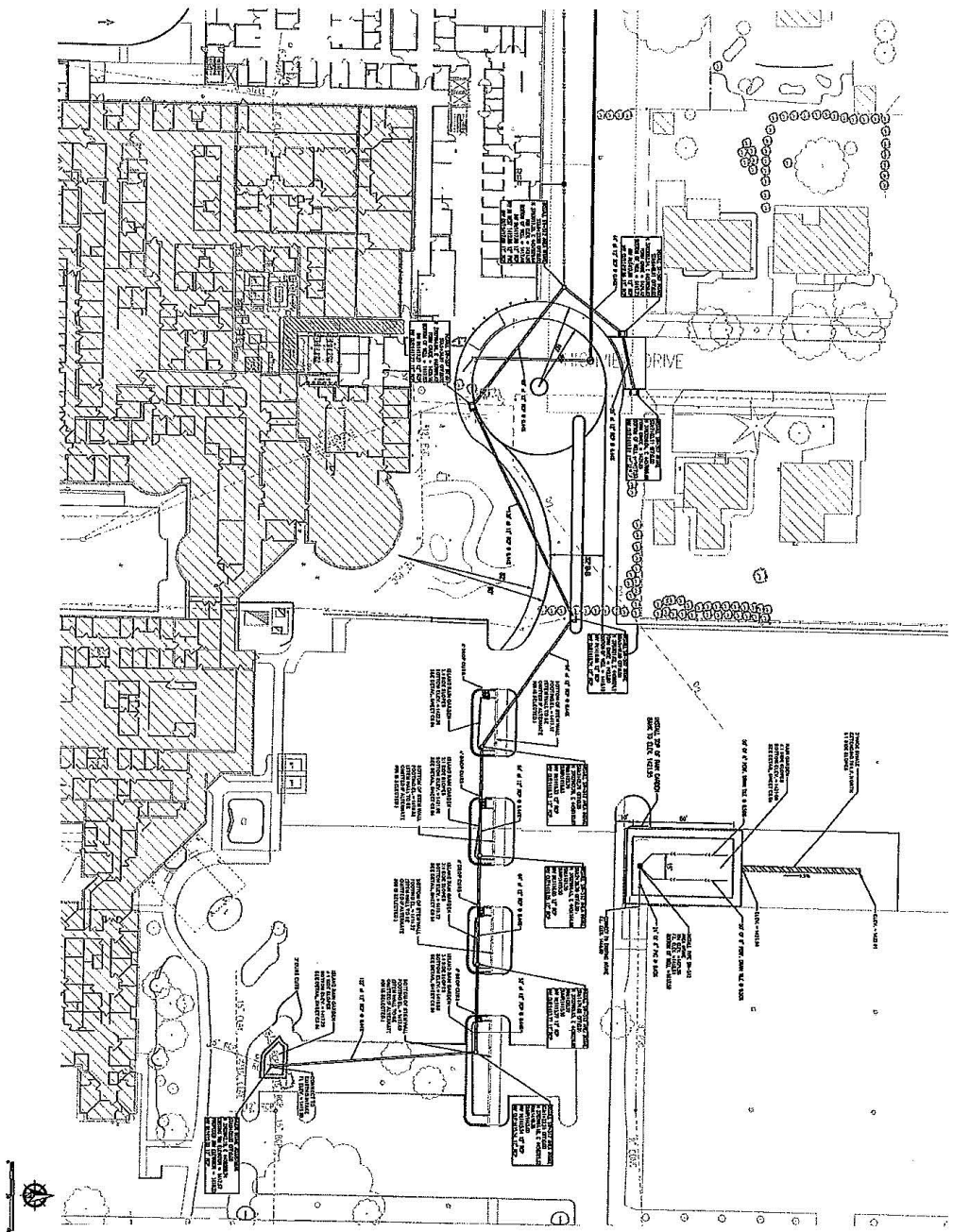
PROJECT AMENDMENT: [Text]

PROJECT MODIFICATION: [Text]

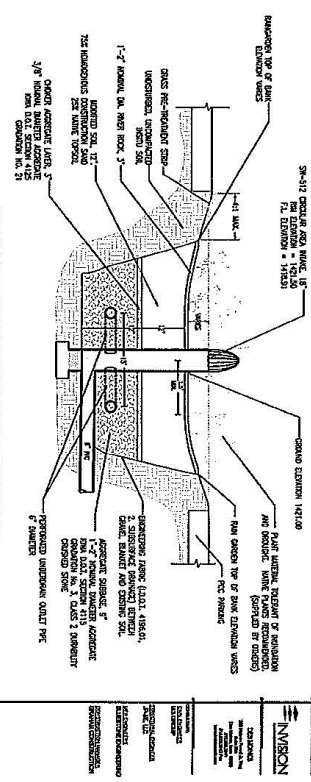
PROJECT VARIATION: [Text]

PROJECT ALTERATION: [Text]

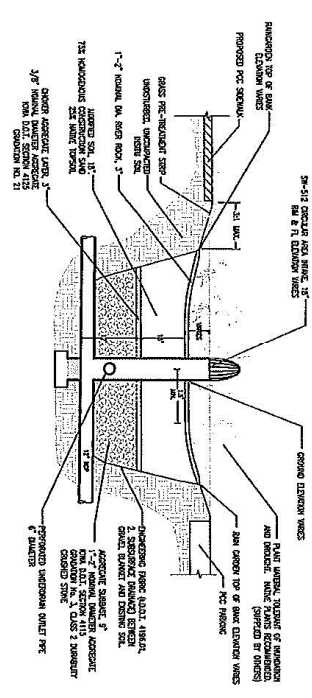
PROJECT REVISION: [Text]



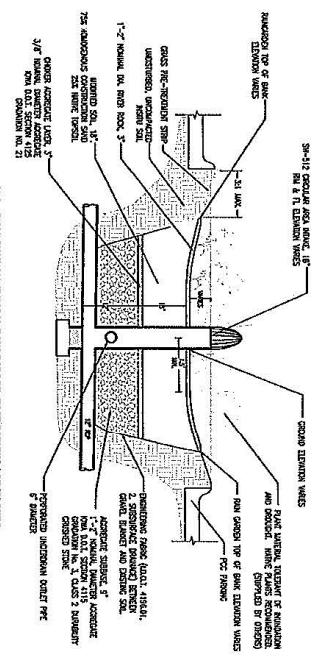
SIoux VETERANS MEDICAL CENTER PHASE 1A: SITE, ENERGY CENTER AND MAINTENANCE BUILDING 1525 W 5TH STREET, STORM LAKE, IOWA 50588		INNOVATION ARCHITECTS 1000 W 10TH STREET, SUITE 100 STORM LAKE, IOWA 50588 (515) 281-1111 www.innovationarchitects.com
C5.02 SITE PLAN	PREPARED BY: INNOVATION ARCHITECTS CHECKED BY: INNOVATION ARCHITECTS DATE: 10/1/2011	PROJECT NO.: 11-001 SHEET NO.: C5.02 TOTAL SHEETS: 10



SECTION ELEVATION: TYPICAL RAIN GABRIEL, NORTHWEST PARKING LOT
K115



SECTION ELEVATION: TYPICAL RAIN GABRIEL, WEST PARKING LOT
K115



SECTION ELEVATION: TYPICAL RAIN GABRIEL, EAST PARKING LOT ISLANDS
K115

		PHASE 1A: SITE, ENERGY CENTER AND MAINTENANCE BUILDING 1525 W 5TH STREET, STORM LAKE, IOWA 50588	
PROJECT NO. C8.04 DATE: 10/1/2014 DRAWN BY: [blank] CHECKED BY: [blank] APPROVED BY: [blank]	SCALE: 1/4" = 1'-0" SHEET NO. 1 OF 1	REVISIONS: [blank]	PROJECT LOCATION: [blank]

Well #20 – Mayor Kruse opened the public hearing on proposed the plans, specifications

and form of contract for Water Supply Well No. 20 Project stating that this is the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Engelmann to adopt Resolution No. 94-R-2013-2014 approving the plans, specifications and form of contract for Water Supply Well No. 20 Project. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

RESOLUTION NO. 94-R-2013-2014

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE WATER SUPPLY WELL NO. 20 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 Water Supply Well No. 20 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 2nd day of June 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Storm Water Ordinance – Moved by Council Member Huddleston to set June 16, 2014 for a public hearing on a post construction storm water control ordinance. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Solicitor, Transient Merchant Ordinance – Moved by Council Member Walker to pass on 1st reading Ordinance No. 11-O-2013-2014 extending the hours each day that transient merchants can conduct business and by specifying the time zone of the hours during which such business is permitted. Seconded by Council Member Anderson. Vote: All

ayes. Motion carried.

Moved by Council Member Engelmann to waive the 2nd reading of Ordinance No. 11-O-2013-2014 extending the hours each day that transient merchants can conduct business and by specifying the time zone of the hours during which such business is permitted. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Moved by Council Member Engelmann to pass on 3rd reading of Ordinance No. 11-O-2013-2014 extending the hours each day that transient merchants can conduct business and by specifying the time zone of the hours during which such business is permitted. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

ORDINANCE NO. 11-O-2013-2014

AN ORDINANCE AMENDING TITLE 4, CHAPTER 3, SECTION 14 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY EXTENDING THE HOURS EACH DAY THAT TRANSIENT MERCHANTS CAN CONDUCT BUSINESS AND BY SPECIFYING THE TIME ZONE OF THE HOURS DURING WHICH SUCH BUSINESS IS PERMITTED

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

Section 1. Section 4-3-14 of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa is hereby amended to read as follows:

4-3-14 Other Prohibited Acts

- (a) No person shall engage in any activity of a fund Raiser or Solicitor with any person situated in a motor vehicle upon any public street, alley, driveway access, or public way.
- (b) No person shall act as a Fund Raiser or Solicitor except between the hours of 9:00 a.m. Central Time and 8:00 p.m. Central Time Monday through Saturday and between the hours of 1:00 p.m. Central Time and 5:00 p.m. Central Time Sunday.
- (c) No Transient Merchant shall conduct business at any time except between the hours of 7:00 a.m. ■ Central Time and ■ 12:00 midnight Central Time each day.
- (d) No Fund Raiser, Solicitor or Transient Merchant shall conduct any activities requiring a license under this Chapter on any property which has a posted notice prohibiting peddling or soliciting.
- (e) No Fund Raiser, Solicitor or Transient Merchant shall harass, intimidate, coerce or threaten any individual, or fraudulently misrepresent facts to induce a sale, gift, or contribution.
- (f) No Solicitor or Transient Merchant shall falsely or fraudulently

misrepresent the quality, character or quantity of any article, item or commodity offered for sale, or sell any unwholesome or tainted food or foodstuffs.

(g) No Fund Raiser, Solicitor or Transient Merchant shall conduct its business or activities in such a manner as to endanger the public health, welfare, or safety of the public.

Section 2. 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 2nd day of June, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Adjournment – Moved by Council Member Walker to adjourn the meeting at 5:26pm. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: June 11, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
LA JUANITA
613 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:

	05-15-2012 to 05-13-2013	5-14-2013 to 6-09-2014
INCIDENTS		
Animal Call	0	2
Assault	1	0
Bar Check	147	123
Burglar Alarm	1	0
Burglary, Vehicle	0	1
Business Security	86	70
Citizen Assist	3	1
Criminal Mischief	0	1
Disturbance/Loud Noise	3	2
Driver's License Check	0	1
Fight	1	0
Found Property	0	1
Interpretation	1	0
Intoxicated Driver	1	0
Intoxicated Pedestrian	10	3
Keys Locked In Car	2	3
Lost Property	1	0
Motorist Assist	0	1
Open Window/Door	1	0
Parking Complaint	1	0
Pedestrian Stop	1	0
PR/Talk/Presentation	0	2
Reckless Driver	0	1
Station Assignment	1	0
Street Beat	7	12

Suspicious Vehicle	0	1
Vehicle Stop	4	5
Wants/Warrants Check	4	1
Warrant Service	1	2

ARRESTS

Assault	3	0
Disorderly Conduct	6	2
Going Armed With Intent	1	0
Harassment	0	1
Interference With Official Acts	1	0
Public Intoxication	12	0
Warrant Service for LDA	0	1

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: June 11, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
HY-VEE
1250 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:

	06-11-2012 to 06-10-2013	6-11-2013 to 6-09-2014
INCIDENTS		
9-1-1 Hang-Up	1	1
Abandoned Vehicle	1	0
Accident	11	9
Ambulance Assist	2	2
Animal Complaint	0	3
Arrest	0	1
Burglar Alarm	2	0
Burglary To Vehicle	1	0
Business Assist	4	1
Business Security	105	73
Child Abuse	0	1
Citizen Assist	3	5
Citizen Complaint	0	1
City/County Department Assist	226	224
City Code Enforcement	1	0
Criminal Mischief	0	1
Drug Investigation	0	1
Extra Security	1	0
General Information	1	1
Harassment	2	1
Hit and Run	0	2
Insufficient Funds Check	3	0
Interpretation	0	1
Intoxicated Driver	1	0
Intoxicated Pedestrian	2	0

Keys Locked In Car	21	16
Law Department Assist	1	1
Motorist Assist	2	3
Parking Complaint	0	1
Pedestrian Stop	1	1
PR/Talk/Presentation	8	11
Reckless Driver Complaint	2	6
Station Assignment	19	28
Street Beat	44	34
Suspicious Activity	0	1
Suspicious Person	1	0
Suspicious Vehicle	1	0
Theft	2	6
Traffic Control	0	1
Vehicle Stop	40	38
Warrant Service	1	1
Welfare Check	1	2

ARREST

Contempt of Court	0	14
Forgery	0	1
Providing False ID Information	0	1
Public Intoxication	1	0
Theft 5th	0	1

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JUNE 11, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
PIZZA HUT
115 E 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:

	06-09-2012 to 06-24-2013	6-25-2013 to 6-09-2014
INCIDENTS		
Accident	5	3
Animal Call	2	1
Business Assist	0	1
Business Security	88	122
Citizens Assist	1	2
City/Co Dept Assist	0	1
General Information	0	1
Harassment	1	0
Intoxicated Driver	1	0
Keys Locked In Car	5	4
Motorist Assist	0	2
Open Window/Door	2	2
Pedestrian Stop	1	2
PR/Talk/Presentation	1	3
Reckless Driver	0	1
Station Assignment	0	1
Street Beat	3	5
Suicide Threat	1	1
Suspicious Vehicle	1	0
Theft	0	1
Truancy	1	0
Vehicle Stop	4	5
Warrant Service	0	2

ARRESTS

Mittimus	0	1
Prostitution	1	0
Theft	1	0
Trespass	0	1

Recommendation: Approval of liquor license.

APPLICATION FOR IOWA RETAIL CIGARETTE / TOBACCO PERMIT

For period July 1, 20 14 through June 30, 20 15

PLEASE TYPE OR PRINT LEGIBLY Please mail this completed application to your local jurisdiction. If you have questions, call your city clerk (within city limits) or your county auditor (outside city limits).

I/We hereby make application for a retail permit to sell cigarettes and tobacco products:

BUSINESS INFORMATION

Name of Business/DBA: Sichanh INC
Location Address (Must Have): 812 FLINDT DR
Mailing Address: 812 FLINDT DR City: STORM LAKE State/Zip: IA, 50588
Type of Sales: ☐ Vending Machine ☐ Over-the-counter Telephone Number ()
Type of Retail Establishment:
☐ bar ☒ convenience store - with gas ☐ convenience store - no gas ☐ drug store ☐ gas station
☒ grocery ☐ hotel/motel ☐ liquor store ☐ restaurant ☐ tobacco store
☐ other

Cigarettes must be sold at the minimum price set by the State of Iowa. Obtain a current copy from the Iowa Department of Revenue Web site at www.state.ia.us/tax or from TaxFax at 1-800-572-3943 (enter form number 71023).

ONLY APPROVED BRANDS OF CIGARETTES OR ROLL-YOUR-OWN PRODUCTS MAY BE SOLD IN IOWA

Any brand not on the list is contraband. In addition, all cigarettes sold in Iowa must have an Iowa Cigarette Tax Stamp affixed to each package. Any violation of contraband or non-Iowa cigarette tax stamped package is subject to seizure and penalties under the provisions of Iowa Code 453A and 453D.

The list of approved brands is always current at www.state.ia.us/tax/business/CigTobIndex.html and is called IOWA DIRECTORY OF CERTIFIED TOBACCO PRODUCTS MANUFACTURERS — THEIR BRANDS AND BRAND FAMILIES

Go to <http://elists.idrf.state.ia.us/scripts/wa.exe> and sign up for the Cigarette/Tobacco eList (listserv).

You will receive an e-mail every time the approved list changes or the minimum price changes.

LEGAL OWNER INFORMATION

Type of Ownership: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP
Legal Owner: John Khamphavong
(Name of Individual, Partnership, Corporation, LLC, or LLP)
Mailing Address: 812 FLINDT DR
City: STORM LAKE State: IA Zip: 50588 Ph. Number: (712) 732-2416
Fax Number: () E-mail Address:

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes and tobacco products.

SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL

Name (please print): John Khamphavong Name (please print):
Signature: [Signature] Signature:
Date: 6/9/14 Date:

FOR OFFICE USE ONLY

Amount Paid: 76.00
Date Issued: ☐ New
Permit #: ☐ Renewal

FOR CITY CLERK/COUNTY AUDITOR ONLY
PLEASE SEND COMPLETED COPY TO THE IOWA
DEPARTMENT OF COMMERCE,
ALCOHOLIC BEVERAGE DIVISION

Name of Issuing City or County

APPLICATION FOR IOWA RETAIL CIGARETTE / TOBACCO PERMIT

For period July 1, 20 14 through June 30, 2015

PLEASE TYPE OR PRINT LEGIBLY Please mail this completed application to your local jurisdiction. If you have questions, call your city clerk (within city limits) or your county auditor (outside city limits).

I/We hereby make application for a retail permit to sell cigarettes and tobacco products:

BUSINESS INFORMATION

Name of Business/DBA: Brewsters

Location Address (Must Have): 225 E Railroad

Mailing Address: 225 E Railroad City: Storm Lake State/Zip: IA

Type of Sales: ☐ Vending Machine ☒ Over-the-counter Telephone Number (712) 732-7346

Type of Retail Establishment:

☒ bar ☐ convenience store - with gas ☐ convenience store - no gas ☐ drug store ☐ gas station
☐ grocery ☐ hotel/motel ☐ liquor store ☐ restaurant ☐ tobacco store
☐ other _____

Cigarettes must be sold at the minimum price set by the State of Iowa. Obtain a current copy from the Iowa Department of Revenue Web site at www.state.ia.us/tax or from TaxFax at 1-800-572-3943 (enter form number 71023).

ONLY APPROVED BRANDS OF CIGARETTES OR ROLL-YOUR-OWN PRODUCTS MAY BE SOLD IN IOWA

Any brand not on the list is contraband. In addition, all cigarettes sold in Iowa must have an Iowa Cigarette Tax Stamp affixed to each package. Any violation of contraband or non-Iowa cigarette tax stamped package is subject to seizure and penalties under the provisions of Iowa Code 453A and 453D.

The list of approved brands is always current at www.state.ia.us/tax/business/CigTobIndex.html and is called IOWA DIRECTORY OF CERTIFIED TOBACCO PRODUCTS MANUFACTURERS — THEIR BRANDS AND BRAND FAMILIES

Go to <http://elists.idrf.state.ia.us/scripts/wa.exe> and sign up for the Cigarette/Tobacco eList (listserv).

You will receive an e-mail every time the approved list changes or the minimum price changes.

LEGAL OWNER INFORMATION

Type of Ownership: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP

Legal Owner: Brewsters Bruce Carlson
(Name of Individual, Partnership, Corporation, LLC, or LLP)

Mailing Address: 920 Emerald Dr

City: Storm Lake State: IA Zip: 52586 Ph. Number: (712) 732-4608

Fax Number: () _____ E-mail Address: _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes and tobacco products.

SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL

Name (please print): Bruce Carlson Name (please print): _____

Signature: Bruce Carlson Signature: _____

Date: 6-12-14 Date: _____

FOR OFFICE USE ONLY

Amount Paid: 75⁰⁰
Date Issued: _____ ☐ New
Permit #: _____ ☒ Renewal

FOR CITY CLERK/COUNTY AUDITOR ONLY
PLEASE SEND COMPLETED COPY TO THE IOWA
DEPARTMENT OF COMMERCE,
ALCOHOLIC BEVERAGE DIVISION

Name of Issuing City or County Storm Lake

APPLICATION FOR IOWA RETAIL CIGARETTE / TOBACCO PERMIT

For period July, 20 14 through June 30, 20 15

PLEASE TYPE OR PRINT LEGIBLY

Please mail this completed application to your local jurisdiction. If you have questions, call your city clerk (within city limits) or your county auditor (outside city limits).

I/We hereby make application for a retail permit to sell cigarettes and tobacco products:

BUSINESS INFORMATION

Name of Business/DBA: Dollar General Store #

1047 ✓

Location Address (Must Have): 1423 LAKE AVE ✓

Mailing Address: Attn: Licensing Dept, 100 Mission Ridge City: Goodlettsville State/Zip: TN 37072

Type of Sales: ☐ Vending Machine ☒ Over-the-counter Telephone Number (615) 855 - 4000

Type of Retail Establishment:

☐ bar ☐ convenience store - with gas ☐ convenience store - no gas ☐ drug store ☐ gas station
☐ grocery ☐ hotel/motel ☐ liquor store ☐ restaurant ☐ tobacco store
☒ other General Merchandise Retailer

Cigarettes must be sold at the minimum price set by the State of Iowa. Obtain a current copy from the Iowa Department of Revenue Web site at www.state.ia.us/tax or from TaxFax at 1-800-572-3943 (enter form number 71023).

ONLY APPROVED BRANDS OF CIGARETTES OR ROLL-YOUR-OWN PRODUCTS MAY BE SOLD IN IOWA

Any brand not on the list is contraband. In addition, all cigarettes sold in Iowa must have an Iowa Cigarette Tax Stamp affixed to each package. Any violation of contraband or non-Iowa cigarette tax stamped package is subject to seizure and penalties under the provisions of Iowa Code 453A and 453D.

The list of approved brands is always current at www.state.ia.us/tax/business/CigTobIndex.html and is called IOWA DIRECTORY OF CERTIFIED TOBACCO PRODUCTS MANUFACTURERS — THEIR BRANDS AND BRAND FAMILIES

Go to <http://elists.idrf.state.ia.us/scripts/wa.exe> and sign up for the Cigarette/Tobacco eList (listserv).

You will receive an e-mail every time the approved list changes or the minimum price changes.

LEGAL OWNER INFORMATION

Type of Ownership: ☐ Individual ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP

Legal Owner: Dolgencorp, LLC

(Name of Individual, Partnership, Corporation, LLC, or LLP)

Mailing Address: Attn: Licensing Dept, 100 Mission Ridge

City: Goodlettsville State: Tennessee Zip: 37072 Ph. Number: (615) 855 - 5466

Fax Number: (877) 364 - 4130 E-mail Address: ccounts@dollargeneral.com

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes and tobacco products.

SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL

Name (please print): Lawrence J. Gatta Jr.

Name (please print): _____

Dolgencorp, LLC.

Manager of
Dolgencorp,
LLC.

Signature: By: [Signature] Signature: _____

Date: 5/6/14 Date: _____

FOR OFFICE USE ONLY

Amount Paid: 7500 CH

Date Issued: _____ ☐ New

Permit #: _____ ☐ Renewal

FOR CITY CLERK/COUNTY AUDITOR ONLY
PLEASE SEND COMPLETED COPY TO THE IOWA
DEPARTMENT OF COMMERCE,
ALCOHOLIC BEVERAGE DIVISION

Name of Issuing City or County _____

Staff Summary

6/16/2014

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 provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for both the City and King's Pointe's bills.

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

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

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

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$1,412,954.53	\$284,579.50	\$102,613.67	36	\$2,458.35	1	\$179,507.48	63
King's Pointe	\$144,783.25	\$25,932.50	\$5,560.33	21			\$20,372.17	79
Golf Course	\$6,420.97	\$807.53	\$3.80	1			\$803.73	99

RECOMMENDATION: Review Buy Local Information

Staff Summary

6/16/2014

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 For The United Methodist Church**

BACKGROUND: Attached to this staff summary is a written request from Lynn Snyder representing the United Methodist Church requesting a Noise Variance be issued for an outdoor worship service at the Chautauqua Park Shelter House on Sunday, August 24, 2014 between the hours of 8:00am and 12:00pm (noon).

The request is consistent with previous years and I will issue the Variance upon receipt of a consensus in the affirmative by the City Council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
☐ Letter and Variance	Permit

Mark Prosser

From: Lynn Snyder <lynnsnyder@iw.net>
Sent: Thursday, May 29, 2014 3:29 PM
To: Mark Prosser
Subject: RE: Noise Variance

8:00 am – Noon should cover it.

Lynn Snyder

United Methodist Church
211 E. 3rd Street
Storm Lake, IA 50588
712-732-5458

*Life is short, Break the rules, Forgive quickly, Kiss slowly, Love truly,
Laugh uncontrollably, And never regret anything that made you smile.*

From: Mark Prosser [<mailto:Prosser@stormlake.org>]
Sent: Thursday, May 29, 2014 3:11 PM
To: 'Lynn Snyder'
Subject: RE: Noise Variance

What hours do you need on the Variance?

From: Lynn Snyder [<mailto:lynnsnyder@iw.net>]
Sent: Thursday, May 29, 2014 2:44 PM
To: Mark Prosser
Subject: Noise Variance

Hi Mark,

We are having our worship in the park on August 24, 2014. Using both sides of the Chautauqua Shelter House.

I am writing you to ask for a Noise Variance.

Thank you. Hope all is going well with you.

Lynn Snyder

United Methodist Church
211 E. 3rd Street
Storm Lake, IA 50588
712-732-5458

*Life is short, Break the rules, Forgive quickly, Kiss slowly, Love truly,
Laugh uncontrollably, And never regret anything that made you smile.*



Public Safety Police & Fire

PERMIT

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

Event Methodist Church Worship Service

Issued To: Name Lynn Snyder

Organization United Methodist Church

Address 211 East 3rd Street

Storm Lake, IA 50588

Phone 712-732-5458

Date(s) of Event Sunday, 8-24-2014

Time(s) of Event 8:00am - 12:00pm

Expiration of Permit 8-25-2014

Location/Area of Use Chautauqua Park

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

6-17-2014

Date

Public Safety Director

Title

Staff Summary

6/16/2014

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: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing A Noise Variance For The 2014 Relay For Life**

BACKGROUND: Attached to this staff summary is a written request from Lynette Goodman with the Relay for Life Committee requesting a Noise Variance for this year's event.

The Relay for Life Event is scheduled for Friday, June 27, 2014 between the hours of 5:30pm and 12:00am. The event will once again be held at the Storm Lake High School Football Stadium.

The Variance, if approved, will be issued for the hours of 2:00pm until 12:00am for set up and event.

This request is consistent with previous years.

I will issue the Variance upon receipt of a consensus in the affirmative by the City Council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
☐ relay for life letter and variance	Contract

Mark Prosser

From: Goodman, Lynette J. <Lynette.Goodman@unitypoint.org>
Sent: Monday, June 09, 2014 10:42 AM
To: Mark Prosser
Subject: Noise Ordinance Request

Hello—

I'm e-mailing you requesting a noise ordinance for the American Cancer Society's BV County Relay for Life event. The event is set for June 27, 2014 at the Storm Lake Tornado track, as in years past. People will be setting up in the afternoon; the activities will start at 5:30 p.m. and the Relay will continue until 11:00 or shortly thereafter.

As always, it's great to have the Storm Lake officers stop by and check in on us. We appreciate it very much. You can send me the form at:

Lynette Goodman
709 Hickory Lane
Storm Lake, IA 50588
712-299-3442 (cell)
712-732-6631 (home)

Thank you very much.

Lynette Goodman

This message and accompanying documents are covered by the Electronic Communications Privacy Act, 18 U.S.C. sections 2510-2521, and contain information intended for the specified individual(s) only. This information is confidential. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.



Public Safety Police & Fire

PERMIT

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

Event 2014 Relay for Life

Issued To: Name Lynette Goodman

Organization Relay for Life Committee

Address 709 Hickory Lane

Storm Lake, IA 50588

Phone Home: 712-732-6631 Cell: 712-299-3442

Date(s) of Event Friday, 06-27-2014

Time(s) of Event 2:00pm - 12:00am

Expiration of Permit 06-28-2014

Location/Area of Use Storm Lake high School Football Stadium

Type of Permit

<u>X</u>	<u>X</u>	<u>X</u>	<u>1</u>	Noise Variance -8-7-4
<u> </u>	<u> </u>	<u> </u>	<u>2</u>	Ride/Run/Walk - 9-13-4
<u> </u>	<u> </u>	<u> </u>	<u>3</u>	Parade -9-13-4
<u> </u>	<u> </u>	<u> </u>	<u>4</u>	Public Demonstration - 8-7-4
<u> </u>	<u> </u>	<u> </u>	<u>5</u>	Street Closing <u> </u>
<u> </u>	<u> </u>	<u> </u>	<u>6</u>	Fireworks - 8-2-1-(I2A) <u> </u>
<u> </u>	<u> </u>	<u> </u>	<u>7</u>	Authorized Burn - 7-2-2-B <u> </u>
<u> </u>	<u> </u>	<u> </u>	<u>8</u>	Other <u> </u>

Authorized by: Mark A. Prosser

Printed Name

Signature

06-17-2014

Date

Public Safety Director

Title

Staff Summary

6/16/2014

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: Mark Prosser, Public Safety Director

SUBJECT: **Resolution No. 95-R-2013-2014 Authorizing The Use Of Sunrise & Awaysis Parks, Parking Lot Closures, Food, Crafts & Merchandise Vending, Wood Carving, Noise Variances, Outdoor Entertainment & Other Related Requests For The 2014 Wood, Wine & Blues Event**

BACKGROUND: Attached to this staff summary is a written request submitted by Kristi Davis representing Storm Lake United asking for several considerations by the City Council in connection with the 2014 Wood, Wine and Blues Event scheduled for August 15, 16, and 17, 2014.

The specific requests are as follows:

*Permission to use Sunrise Park on Friday, August 15th from 9:00am until 9:00pm, Saturday, August 16th, from 10:00am until 7:00pm and Sunday, August 17th from 9:00am to 5:00pm inclusive of the pavilion in Sunrise Park

*Permission to use Awaysis Park (Great Lawn) on Saturday, August 16th from 11:00am until 12:00am (midnight)

*Noise Variances to be issued in Sunrise Park & Awaysis Park for the following for wood/tree carving and announcements & entertainment

8-15-2014

12:00pm until 9:00pm

8-16-2014	8:00am until 12:00am
8-17-2014	10:00am until 5:00pm

*Permission for craft vendors to sell their merchandise within the venue

*Permission for wood carvers to sell their merchandise

*Permission for Storm Lake United to sell quick carve sculptures created during the event

*To close the "west" Awaysis Park parking lot for support and band vehicles on 8-16-2014 between the hours of 12:00pm (noon) and 12:00am (midnight)

*Permission for food vendors to sell their products within the venue

*Permission to use the Park's Department stage in Awaysis Park on the Great Lawn for the Saturday evening concert

*Access to electrical hookups within the parks in the venue

*Appropriate support from the Parks and Public Safety Departments

Attached to this staff summary is additional information and rules submitted by Storm Lake United.

These requests are consistent with last year with the exception that venue has moved from Chautauqua and Sunset Parks to

Sunrise and Awaysis Parks.

I have reviewed the requests and met with the committee and will continue to assist them in coordination of the event.

FISCAL IMPACT:

This event will have an impact on both the Parks and Public Safety Department's budgets that will be absorbed within their operational budgets.

The event is designed to draw people into the community which no doubt will have a positive impact on the local economy.

RECOMMENDATION:

Pass Resolution No. 95-R-2013-2014

ATTACHMENTS:

Description		Type
	Resolution No. 95-R-2013-2014	Resolution
	wood wine & blues variance and letter	Backup Material

RESOLUTION NO. 95-R-2013-2014

A RESOLUTION APPROVING THE REQUESTS FROM STORM LAKE UNITED FOR THE 2014 WOOD, WINE & BLUES EVENT

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

To approve the use of Sunrise Park on Friday, August 15, 2014 between the hours of 9:00am until 9:00pm, Saturday, August 16, 2014 between the hours of 10:00am until 7:00pm, and Sunday, August 17, 2014 between the hours of 9:00am until 5:00pm in.

To further approve the use of the Sunrise Park Shelter on Friday, August 15th from noon – 8:00pm, Saturday, August 16th from 10:00am to 7:00pm, and Sunday August 17th from 8:00am to 5:00pm.

To further approve the use of the Awaysis Park (Great Lawn) on Saturday, August 16th from 11:00am until 12:00am (midnight).

To further approve noise variances in Sunrise Park & Awaysis Park on Friday, August 15, 2014 between the hours of 12:00pm until 9:00pm; Saturday, August 16, 2014 between the hours of 8:00am until 12:00am; and Sunday, August 17, 2014 between the hours of 10:00am until 5:00pm.

To further approve closing the west Awaysis Park parking lot for support and band vehicles on August 16, 2014 between the hours of 12:00pm (noon) and 12:00am (midnight).

To further give permission for competitive wood carving during the event and permission for the carvers to display and sell wood carved products within the venue and for Storm Lake United to conduct a silent auction on carved wood products.

To further give permission for craft sales, food & drink sales within the venue.

To further give permission to use the Park's Department stage in Awaysis Park on the Great Lawn for the Saturday evening concert and access to electrical hookups.

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

PASSED AND APPROVED this 16th day of June, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

May 30, 2014

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

Dear Chief Prosser,

On August 15-17, 2014, Storm Lake United is planning to host Wood, Wine & Blues. Wood, Wine & Blues is a community-wide event that will include a three day chainsaw carving competition between five professional carvers, a wine and arts festival on Saturday, August 16th in the park with craft vendors selling their products and Iowa wineries and breweries providing free tastings for the public, and a free concert on Saturday evening. Storm Lake United would like to request permission for the following:

- To use Sunrise Park between the hours of 9 a.m. to 9 p.m. on Friday, August 15th, from 10 a.m. to 7 p.m. on Saturday, August 16th and from 9 a.m. to 5 p.m. on Sunday, August 17th, 2014.
- To use The Great Lawn on Saturday, August 16th between the hours of 11 a.m. to midnight.
- To use the Sunrise Park Pavillion from noon – 8 p.m. on Friday, August 15th, and from 10 a.m. to 7 p.m. on Saturday, August 16th and from 8 a.m. to 5 p.m. on Sunday, August 17th.
- To have a noise variance on Friday, August 15th from noon to 9 p.m. in Sunrise Park for tree carving and announcements in the park, on Saturday, August 16th from 8 a.m. to midnight in Sunrise Park and The Great Lawn for tree carving, announcements, and music in the parks, and on Sunday, August 17th from 10 a.m. until 5 p.m. in Sunrise Park for chainsaw carving and announcements.
- To allow chainsaw carving competitors to complete tree sculpture carvings with the designated logs located in Sunrise Park from 1:30 p.m. to 5 p.m. on Friday, August 15th, from 1:30 p.m. to 6 p.m. on Saturday, August 16th and from 12:30 p.m. until 3:30 p.m. on Sunday, August 17th.
- To allow craft vendors to display and sell their products.
- To allow Storm Lake United to sell quick carve sculptures that the competing carvers will create in a 90 minute quick carve competition via silent auction on Saturday.
- To allow the competing carvers to sell their work in Sunrise Park.
- To close the west side of the Awaysis parking lot from 12:00 noon until midnight for our band to set up with their truck and trailer.
- To allow food vendors to sell their products.
- For appropriate support from parks and public safety.
- For appropriate use of the Parks Department stage for the concert on Saturday, August 16th.
- For access to electrical power in Awaysis Park.

I have attached the schedule of the event and the competition rules and regulations. The competing carvers will be responsible to supply their own safety equipment, including safety netting, fire extinguishers, eye protection, ear plugs, and chainsaw resistant pants or chaps. Each carver will be required to sign a waiver before they will be able to compete in the competition. A Storm Lake United representative will attend the City Council meeting on June 16th to answer any questions or concerns there may be about the event. If any questions arise before the meeting, please feel free to contact me. Thank you for your time and consideration.

Sincerely,

Kristi Davis
Storm Lake United



Wood Wine & Blues Festival Schedule

August 15th - 17th 2014

Friday, August 15th

12:00 p.m. - 1:00 p.m. – Contestant Check-In, Registration and Carvers Lottery

1:30 p.m. – 5:00 p.m. – Carving Begins (Sunrise Park)

6:30 p.m. - 8:00 p.m. - Contestant Quick Carve (Sunrise Park)

Saturday, August 16th

1:30 p.m. – 6:30 p.m. – “Wine and Arts in the Park” (King’s Pointe Great Lawn)

1:00 p.m. – 5:00 p.m. – Saturday Carving Begins (Sunrise Park)

1:00 p.m. – 5:00 p.m. – People’s Choice Ballots will be open for guests to vote on their favorite tree sculpture.

7:00 p.m. – 11:00 p.m. – Free Concert on the King’s Pointe Great Lawn Featuring

The Rude Band

Sunday, August 17th

12:30 p.m. – 3:30 p.m. – Final Carving (Sunrise Park)

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

4:30 p.m. – Awards Ceremony (Sunrise Park)



Wood Wine & Blues Chainsaw Carving Contest Rules and Regulations

August 15th - 17th

Chautauqua Park ~ Storm Lake, Iowa

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

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

Wood, Wine, and Blues Prizes

1st Place - \$2,000

2nd Place - \$1,000

3rd Place - \$500

People's Choice Award

Carvers:

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

Equipment and Supplies:

Teams will come equipped with the following:

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

Safety Gear:

ALL carvers MUST come equipped with the following safety gear:

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

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

Allotment of Logs:

- Draw will occur at 12:00 Noon, August 15, at Sunrise Park (work may not commence until 1:30 p.m.)
- Carvers will draw for a number to determine log choosing, e.g., a competitor draws number 1, and therefore he/she gets the stump labeled log number 1.
- Add on wood will be allowed on the conditions that the add ons are made specifically from the excess wood of the original stump provided to the carver and they are safe. (No sharp edges, points etc.)
- Carvers may not trade logs.
- Carvers absent from the draw will be given remaining choice of logs.
- Each competing carver will create one 4 to 5 foot sculpture that will remain in Storm Lake and one 2 to 3 foot tall quick carve sculpture that will be sold on a silent auction.
- All stumps are pine.
- The competition stump will be approximately 6 to 7 feet tall and 20 inches in diameter.
- The quick carve log will be approximately 4 feet tall by 20 inches in diameter.
- All finished pieces will become property of the City of Storm Lake and Storm Lake United.

Hours of Carving:

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

August 15th

- First Carve 1:30 p.m. to 5:00 p.m. (3.5 hours)
- Quick Carve 6:30 p.m. to 8:00 p.m. (1.5 hours)

August 16th

- Afternoon Carve 1:30 p.m. to 6:00 p.m. (4.5 hours)

August 17th

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

- All carving and finishing will cease on the main piece at 3:30 p.m. on Sunday, August 17th and judging will commence shortly thereafter.
- In the event that a carver wishes to do more work on their piece, it may be done after judging.
- For safety reasons and judging credibility, these hours will be strictly enforced.

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

Prizes

Each carver will be awarded a \$250.00 check for participating in Wood, Wine, & Blues. These checks will be available after the awards ceremony on Sunday August 17th. In addition to the cash prizes for 1st, 2nd, and 3rd places there will be trophies and certificates available at the awards ceremony on August 17th.

Waiver for Wood, Wine and Blues Chainsaw Carving Competition

I, _____, (Lead Carver) state that I am a participant in the Wood, Wine and Blues Carving Competition, which is being held on August 15, 16, and 17th. I do hereby assume any risk for any and all injuries that I might receive by virtue of being a participant in the aforesaid activity and as a condition to become a participant in the aforesaid activity, I do hereby release and forever discharge the City of Storm Lake, Storm Lake United, coordinators, sponsors, staff, and volunteers from any and all liability whatsoever for any injury that I may receive by virtue of the participation in the aforesaid activity and do specifically assume all risks associated thereby. By signing this form I also release my right to have photos and video footage taken of myself.

Signature _____

Printed Name _____

I, _____, (Assistant) state that I am a participant in the Wood, Wine, and Blues Chainsaw Carving Competition, which is being held on August 15, 16, and 17, 2014. I do hereby assume any risk for any and all injuries that I might receive by virtue of being a participant in the aforesaid activity and as a condition to become a participant in the aforesaid activity, I do hereby release and forever discharge the city of Storm Lake, Storm Lake United, coordinators, sponsors, staff, and volunteers from any and all liability whatsoever for any injury that I may receive by virtue of the participation in the aforesaid activity and do specifically assume all risks associated thereby. By signing this form I also release my right to have photos and video footage taken of myself.

Signature _____

Printed Name _____

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

Return Waivers to:

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

The box above will be used for the carver to sketch his or her idea for their main piece at the Wood, Wine, and Blue's competition. Please return this and your waiver to:

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



Public Safety Police & Fire

PERMIT

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

Event 2014 Wood, Wine & Blues

Issued To: Name Kristi Davis

Organization Wood, Wine & Blues

Address 119 W 6th Street
Storm Lake, IA 50588

Phone 712-732-3780

Date(s) of Event See Below

Time(s) of Event See Below

Expiration of Permit 8-18-2014

Location/Area of Use 8-15-2014 - Sunrise Park - 12:00pm - 9:00pm

8-16-2014 - Sunrise/Awaysis Parks - 8:00am - 12:00am

8-17-2014 - Sunrise Park - 10:00am - 5:00pm

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

6-17-2014

Date

Public Safety Director

Title

Staff Summary

6/16/2014

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: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing No Parking Zone Variances & Street Closures For Buena Vista University**

BACKGROUND: Attached to this staff summary is a written request from Mark Kirkholm, Director of Security for Buena Vista University submitting a series of requests for Variances to the No Parking Zone Ordinance and a series of street closures. (see attached request)

The requests are all related to the moving of students in and out of the residential life facilities on campus during the 2014/15 academic year. The requests are consistent with previous years and the process the university uses to move the students during high volume move in and move out dates has proven to be very efficient.

On the dates of the proposed street closures the university sets up and staffs all barricaded positions to assist with traffic flow.

Public Safety has reviewed the attached list of requests and finds them in order. Public Safety will monitor the areas on the listed dates and times to insure no problems arise.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
 Letter	Letter

BUENA VISTA UNIVERSITY

TO: Storm Lake City Council
FROM: Mark S. Kirkholm, Director of Campus Security
Date: June 4, 2014

**RE: REQUESTED PLAN FOR MOVING STUDENTS IN AND OUT OF
THE RESIDENCE HALLS FOR THE 2014-2015 ACADEMIC YEAR**

Buena Vista University is requesting that, on the dates listed below, the City of Storm Lake allow vehicles to park and load/unload on the east side of Grand Avenue from the J. Leslie Rollins Stadium north to Iowa Street, on the north side of West 4th Street from Grand to Early, and on the south side of West 4th Street from Grand to College.

Move in Dates

August 12	Residence Life Staff
August 13	Football Team
August 13	Athletic Trainers
August 14-21	Other Fall Athletic Teams/Groups
August 23-24	Alternative/Returners Move in Day
October 21	Return Fall Break
November 30	Return Thanksgiving Break
January 4	Return for Interim
January 27	Return for Spring Semester
March 29	Return from Spring Break
April 6	Return from Easter Break

Move Out Dates

October 17	Fall Break
November 26	Thanksgiving Break
December 8-11	Final Exams
December 11	End of Fall Semester
January 23-24	End of Interim
March 20	Spring Break Begins
April 2	Easter Break Begins
May 18-21	Final Exams
May 23	Graduation
May 24	Seniors & RAs Moving Out

Additionally, Buena Vista University is requesting that on the following dates and times listed below, the City of Storm Lake close for one way traffic Grand Avenue from J. Leslie Rollins Stadium north to Iowa street and Fourth from College to Early. We would also request that on these dates the City of Storm Lake allow vehicles to park and load/unload on the east side of Grand Avenue from J. Leslie Rollins Stadium north to Iowa Street, on the north side West 4th Street from Grand to Early, and on the south side of West 4th from Grand to College.

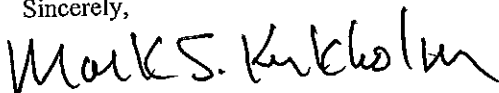
August 22 - New Students arrive- 7AM-5PM
August 24 - Returning Students arrive 8AM-5PM
May 21 - Academic Year ends 7AM-7PM

We agree to complete the following guidelines to assist with move-in and move-out procedures:

- Buena Vista University will place temporary "No Parking" signs on the opposite sides of roads where parking is not allowed on these dates.
- Notices concerning the procedures for move-in and move-out will be disseminated to all students.
- Signs will be posted in Residence halls reminding students of the move-in and move-out procedures
- Street parking restrictions will be reviewed at hall meetings by staff
- On dates when streets are closed for one way traffic, we will place barricades to direct traffic and have them staffed during times listed above, we will review any problems with the Police Department

Thank you for your continued support and attention to this request. Please call me at 749-2500 if you have any questions or concerns.

Sincerely,



Mark S. Kirkholm
Director of Campus Security

Staff Summary

6/16/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services**

BACKGROUND: For the past several years now the City has provided riders of the two taxi services in town (Storm Lake Cab and RIDES) with \$1.00 off coupons that can be used to directly reduce the cost of the one way ride within the City limits of Storm Lake. The program has been fairly successful with many people utilizing the tickets.

The program was originally designed around the availability of 7,000 coupons but usage in the first couple of years indicated that the market was closer to 4,000 or 5,000 and the budget was reduced. The budget has allocated for 5,000 tickets the past 3-4 years and we have not exceeded that amount in any of those years and we have always had tickets remaining at the end of the year.

The current tickets are available and good until June 30, 2014. The new tickets, should the Council approve the agreements, will be available to pick up starting on the 20th of June and thru June 30, 2015 or until we run out whichever occurs first. Tickets are available at City Hall during normal business hours.

Both RIDES and Storm Lake Cab have signed the new agreements for Fiscal Year 2014-2015. The agreements are attached to this staff summary for Council's consideration.

FISCAL IMPACT: The total cost of the discount coupon program to the City of Storm Lake is \$5,500 which includes a maximum of \$5,000 for direct discounts on the cost of a ride and \$500 for the advertising and printing of the coupons.

Historically the City has not paid out the maximum cost of the coupons.

RECOMMENDATION: Approve Motion & Authorize Mayor to Sign Agreements

ATTACHMENTS:

Description		Type
	Storm Lake Taxi Agreement	Backup Material
	RIDES Agreement	Backup Material

Agreement

Between the City of Storm Lake and Storm Lake Taxi

This agreement shall be enforce beginning on July 1, 2014 and ending on June 30, 2015 between the City of Storm Lake, hereafter CITY, and Storm Lake Taxi, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2014 through June 30, 2015.

NOW THEREFORE, the parties do hereby mutually agree as follows:

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2014 and running through June 30, 2015, whereby individuals may pick up coupons from City Hall, 620 Erie Street, during normal business hours, excluding holidays. The details of that program shall be as follows:

- Each Discount Coupon shall be worth \$1.00 off the current rate of a ride within the city limits of Storm Lake.
- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2015" and shall not be accepted after June 30, 2015.
- There shall be a total of 5,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 5,000 coupons will be dispersed randomly between all the agencies participating

CITY agrees to reimburse TAXI \$1.00 for each Discount Coupon they receive and turn back over to the CITY at the quarterly reporting period. Payment shall be made to TAXI within 45 days of receipt of the complete Quarterly Report as indicated in this agreement. Should the CITY receive incomplete or missing information as required by this agreement the CITY shall provide one written notice of such missing information to TAXI within 45 days of the initial receipt of the quarterly report.

CITY agrees to notify TAXI of any changes to the Discount Coupon Program during the term of this agreement.

TAXI agrees to accept the Discount Coupon's as \$1.00 toward the current fee from each rider.

TAXI agrees to only accept one ticket per rider per ride (defined as a one way trip from one point to a second point).

TAXI agrees that they will provide the CITY with all the original Discount Coupons received from their passengers.

TAXI agrees that it will supply the CITY with a quarterly report by no later than the following dates:

October 15, 2014 (Reporting Period – July 1, 2014 to September 30, 2014)

January 15, 2015 (Reporting Period – October 1, 2014 to December 31, 2014)

April 15, 2015 (Reporting Period – January 1, 2015 to March 31, 2015)

July 7, 2015 (Reporting Period – April 1, 2015 to June 30, 2015)

TAXI agrees that for each quarterly report date listed above that it will submit the following information:

1. Each ticket received during the reporting period
2. A total number of rides given during the reporting period

TAXI agrees that they shall be an independent contractor with regard to the CITY and this agreement.

TAXI agrees to provide transportation services within the City of Storm Lake and the surrounding area on an on demand basis.

TAXI agrees to comply with all applicable state and federal laws, including but not limited to, Equal Employment Opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

TAXI agrees that they will obtain and maintain a Taxi License issued by the City of Storm Lake under current City Code Requirements for the term of this agreement.

TAXI agrees that they will make available to the CITY an inspection or audit of their financial records if the CITY should so desire at the sole cost of the CITY.

TAXI agrees that they shall accept all risk and indemnify and hold CITY harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness's fees related to loss or damage to property or injury or death of any person arising out of the acts or omissions of the TAXI or its employees or agents.

This agreement contains the entire agreement between the CITY and TAXI. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

Any amendments to this agreement must be in writing and must be mutually agreed by both the CITY and TAXI.

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report

shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

This agreement is not assignable to any other party without the express written consent of the CITY.

This agreement hereby adopted by both parties and witnessed and dated below.

City of Storm Lake: _____

Jon F. Kruse, Mayor

Attest: _____

Justin Yarosevich, City Clerk

Storm Lake Taxi: _____

Jeff Dewall, Owner

Attest: _____

Agreement

Between the City of Storm Lake and RIDES

This agreement shall be enforce beginning on July 1, 2014 and ending on June 30, 2015 between the City of Storm Lake, hereafter CITY, and RIDES, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2014 through June 30, 2015.

NOW THEREFORE, the parties do hereby mutually agree as follows:

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2014 and running through June 30, 2015, whereby individuals may pick up coupons from City Hall, 620 Erie Street, during normal business hours, excluding holidays. The details of that program shall be as follows:

- Each Discount Coupon shall be worth \$1.00 off the current rate of a ride within the city limits of Storm Lake.
- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2015" and shall not be accepted after June 30, 2015.
- There shall be a total of 5,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 5,000 coupons will be dispersed randomly between all the agencies participating

CITY agrees to reimburse TAXI \$1.00 for each Discount Coupon they receive and turn back over to the CITY at the quarterly reporting period. Payment shall be made to TAXI within 45 days of receipt of the complete Quarterly Report as indicated in this agreement. Should the CITY receive incomplete or missing information as required by this agreement the CITY shall provide one written notice of such missing information to TAXI within 45 days of the initial receipt of the quarterly report.

CITY agrees to notify TAXI of any changes to the Discount Coupon Program during the term of this agreement.

TAXI agrees to accept the Discount Coupon's as \$1.00 toward the current fee from each rider.

TAXI agrees to only accept one ticket per rider per ride (defined as a one way trip from one point to a second point).

TAXI agrees that they will provide the CITY with all the original Discount Coupons received from their passengers.

TAXI agrees that it will supply the CITY with a quarterly report by no later than the following dates:

October 15, 2014 (Reporting Period – July 1, 2014 to September 30, 2014)

January 15, 2015 (Reporting Period – October 1, 2014 to December 31, 2014)

April 15, 2015 (Reporting Period – January 1, 2015 to March 31, 2015)

July 7, 2015 (Reporting Period – April 1, 2015 to June 30, 2015)

TAXI agrees that for each quarterly report date listed above that it will submit the following information:

1. Each ticket received during the reporting period
2. A total number of rides given during the reporting period

TAXI agrees that they shall be an independent contractor with regard to the CITY and this agreement.

TAXI agrees to provide transportation services within the City of Storm Lake and the surrounding area on an on demand basis.

TAXI agrees to comply with all applicable state and federal laws, including but not limited to, Equal Employment Opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

TAXI agrees that they will obtain and maintain a Taxi License issued by the City of Storm Lake under current City Code Requirements for the term of this agreement.

TAXI agrees that they will make available to the CITY an inspection or audit of their financial records if the CITY should so desire at the sole cost of the CITY.

TAXI agrees that they shall accept all risk and indemnify and hold CITY harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness's fees related to loss or damage to property or injury or death of any person arising out of the acts or omissions of the TAXI or its employees or agents.

This agreement contains the entire agreement between the CITY and TAXI. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

Any amendments to this agreement must be in writing and must be mutually agreed by both the CITY and TAXI.

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report

shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

This agreement is not assignable to any other party without the express written consent of the CITY.

This agreement hereby adopted by both parties and witnessed and dated below.

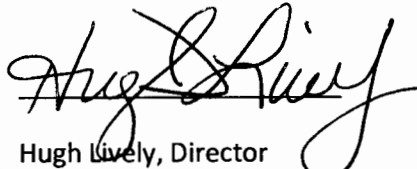
City of Storm Lake: _____

Jon F. Kruse, Mayor

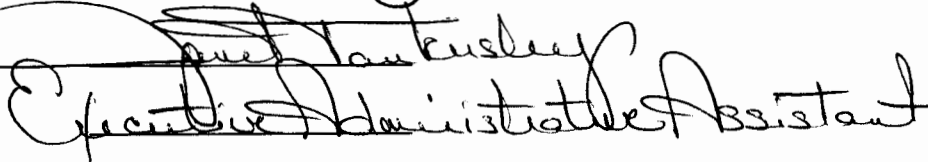
Attest: _____

Justin Yarosevich, City Clerk

RIDES:


Hugh Lively, Director

Attest:


Executive Administrative Assistant

Staff Summary

6/16/2014

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 96-R-2013-2014 Approve Agreement With Iowa DOT For The 10th Street Reconstruction From Seneca St To Russell St (STP-U-7422(614)-70-11)**

BACKGROUND: This is a federal aid agreement between the Iowa DOT and the City of Storm Lake for the purpose of doing rehabilitation work on E 10th Street from Seneca to Russell Street.

The project is currently in the design phase with a bid letting scheduled for November 2014 through the IA DOT.

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 & Menk for \$49,980 for design and administrative services through bid letting for the project. The costs of the project break down as follows:

Engineering	\$ 49,980
Construction	\$547,000
Legal/Admin	\$ 5,000
Contingency	\$ 50,000

Total Estimated Costs of the Project is \$651,980

The city has received a grant from the DOT for a maximum of \$244,000 or 60% of the project costs for this project. The funding for the grant is from federal aid funds provided to the State of Iowa.

Remaining funds will come from the Road Use Tax and Franchise Fees funding from the City of Storm Lake.

RECOMMENDATION: Approve Resolution No. 96-R-2013-2014

ATTACHMENTS:

Description		Type
	Resolution No. 96-R-2013-2014	Resolution
	DOT Agreement	Contract

RESOLUTION NO. 96-R-2013-2014

**RESOLUTION AUTHORIZING THE EXECUTION OF IOWA DEPARTMENT
OF TRANSPORTATION AGREEMENT FOR FEDERAL AID SURFACE
TRANSPORTATION PROGRAM PROJECT AGREEMENT NO. 03-14-STPU-
010**

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 10th Street Pavement Rehabilitation, from Seneca to Russell. Iowa
DOT Agreement No. 03-14-STPU-010.

PASSED AND APPROVED this 16th day of June 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a Surface Transportation Program Project**

Recipient: City of Storm Lake

Project No.: STP-U-7422(614)--70-11

Iowa DOT Agreement No.: 03-14-STPU-010

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Storm Lake, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the Department.

The Recipient has received Federal funding through the Surface Transportation Program (STP), which was continued by the Moving Ahead for Progress in the 21st Century (MAP-21), Public Law 112-141, now codified at Section 133(b) of Title 23, United States Code (U.S.C.). STP funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STP funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 3 Local Systems Engineer. The Recipient's contact person shall be the Assistant City Administrator.
3. The Recipient shall be responsible for the development and completion of the following described STP project:

10th Street Pavement Rehabilitation, from Seneca to Russell
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STP funds. The portion of the project costs reimbursed by STP funds shall be limited to a maximum of either 80 percent of eligible costs or the amount stipulated in the Northwest Iowa Planning and Development Commission current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
6. If the project described in Section 3. drops out of the Northwest Iowa Planning and Development Commission current TIP or the approved current STIP prior to obligation of Federal funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
7. The Recipient shall let the project for bids through the Department.

8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
9. It is the intent of both parties that no third party beneficiaries be created by this agreement.
10. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become 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 Signature Block (City Projects Only)

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Clerk of Storm Lake, and
that _____, who signed said Agreement for and on behalf of the city was duly
authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____
day of _____, 20_____.

Signed _____ Date _____, 20____

City Clerk of Storm Lake, Iowa

County Signature Block (County Projects Only)

This agreement was approved by official action of the _____ County Board of Supervisors in official session on the
_____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Division

By _____ Date _____, 20____

Brian J. Catus, P.E.
Local Systems Engineer
District 3

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. 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. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and 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.
- e. As required by the 49 CFR 18.26, the Recipient is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. c. 7501-7507) and revised Office of Management and Budget (OMB) Circular A-133. Subpart B of OMB Circular A-133 stipulates that non-Federal entities expending \$500,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in subpart C of OMB Circular A-133. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170,
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.
 - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this

program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

3. Federal Participation in Work Performed by Recipient Employees.

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 225. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient.

4. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.

- c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions, 3.110, Environmental Data Sheet Instructions, 3.112, FHWA Environmental Concurrence Process, and 3.114, Cultural Resource Guidelines.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.
- c. The Recipient 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, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 3.130, 404 Permit Process, 3.140, Storm Water Permits, 3.150, Highway Improvements in the Vicinity of Airports or Heliports, and 3.160, Asbestos Inspection, Removal and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Iowa DOT Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration,

adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA Authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department
 - iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certifications Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Iowa DOT has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" 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.
- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.

- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.
- f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. 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 Federal funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient does exceed the total project costs, the Recipient shall either:
 - 1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

- a. Within 30 days of completion of construction and / or other activities authorized by this agreement, the Recipient shall provide written notification completed pre-audit checklist to the Department. The Recipient shall follow and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer or architect, as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.

- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

Staff Summary



6/16/2014

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. 97-R-2013-2014 Determining Necessity & Setting Dates Of A Consultation & Public Hearing On A Proposed 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 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.

The resolution attached to this staff summary sets the schedule of public hearings and a consultation session with Buena Vista County, the Storm Lake School District, and all other taxing entities regarding the forming of an Urban Renewal Area for this subdivision. Those dates are as follows:

- Consultation Session - June 24, 2014 at 10:00 am CST City Hall Council Chambers
- Public Hearing - July 21, 2014 at 5:00 pm CST City Hall Council Chambers

Notice of the Public Hearing will be published as required by Iowa law. Additionally, notice of the consultation session will be provided to the taxing entities as required following the approval of this resolution.

Following the date of the Consultation Session, the taxing entities will have seven days in which to provide written recommendations on the Urban Renewal Plan to the City of Storm Lake.

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

RECOMMENDATION: Adopt Resolution No. 97-R-2013-2014

ATTACHMENTS:

Description	Type
☐ Storm Lake 3rd Addition Urban Renewal Plan	Backup Material
☐ Resolution No. 97-R-2013-2014	Resolution

**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

EXHIBIT B



Storm Lake 3rd Addition Preliminary Plat



Storm Lake 3rd Addition Urban Renewal Area

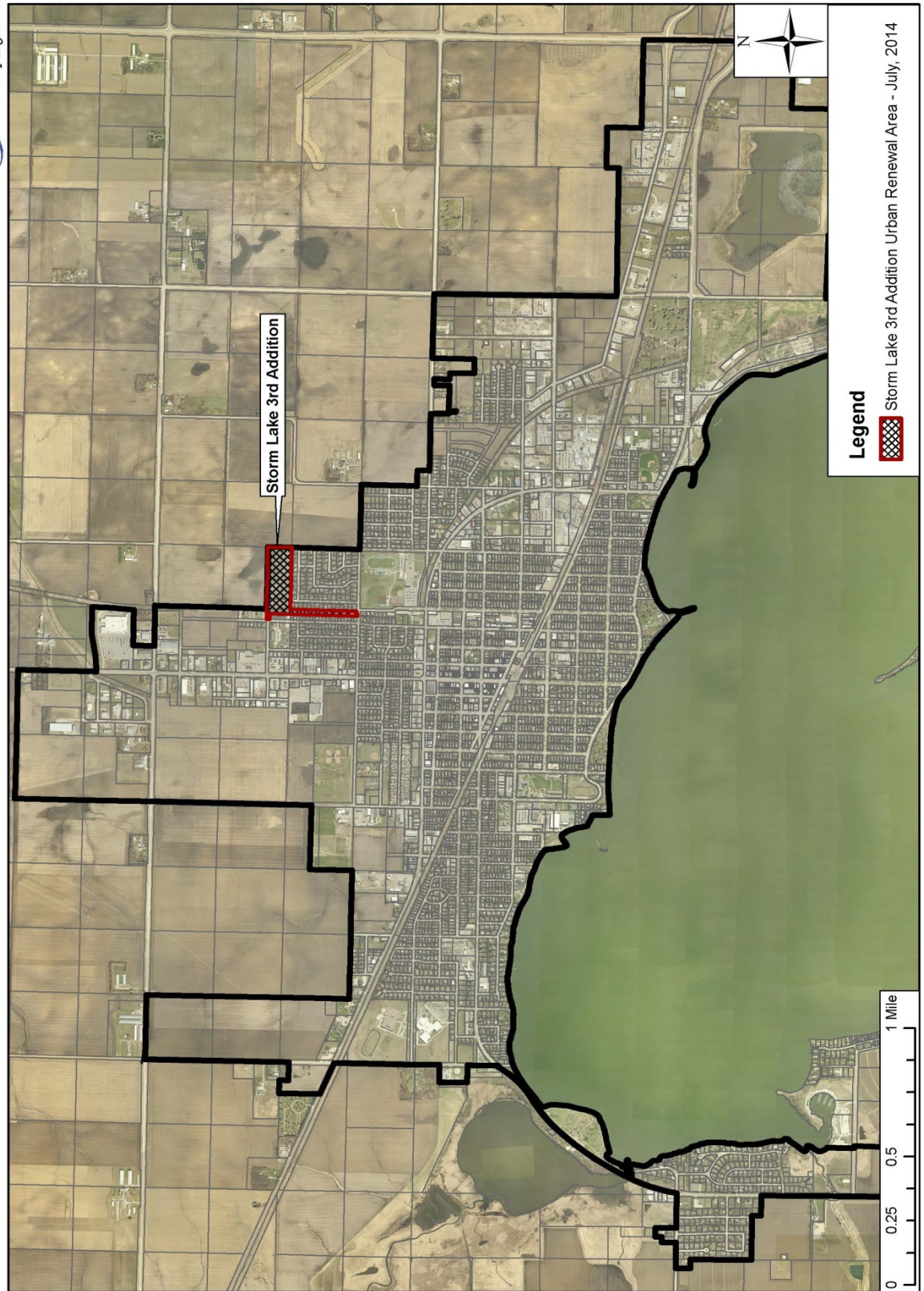


EXHIBIT "C"

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



RESOLUTION NO. 97-R-2013-2014

RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED STORM LAKE 3RD ADDITION URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF STORM LAKE, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and has caused there to be prepared a proposed Storm Lake 3rd Addition Urban Renewal Plan ("Plan") for the Storm Lake 3rd Addition Urban Renewal Area (the "Urban Renewal Area" or "Area"), which proposed Plan is attached hereto as Exhibit 1; and

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

STORM LAKE 3RD ADDITION URBAN RENEWAL AREA:

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: 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 $\frac{1}{4}$ 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.

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: Commencing 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 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 will be obtained; and

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

WHEREAS, City staff has caused there to be prepared a form of Plan, a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to form the Storm Lake 3rd Addition Urban Renewal Area which is suitable for public improvements related to housing and residential development and to include a list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Storm Lake 3rd Addition Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed Storm Lake 3rd Addition Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Storm Lake 3rd Addition Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Storm Lake 3rd Addition Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Storm Lake 3rd Addition Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 24th day of June, 2014, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 10:00 o'clock A.M., and the Assistant City Administrator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Storm Lake 3rd Addition Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF
STORM LAKE, STATE OF IOWA AND ALL AFFECTED TAXING
ENTITIES CONCERNING THE PROPOSED STORM LAKE 3RD ADDITION
URBAN RENEWAL PLAN FOR THE CITY OF STORM LAKE, STATE OF
IOWA

The City of Storm Lake, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 10:00 o'clock A.M. on June 24, 2014, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa concerning a proposed Storm Lake 3rd Addition Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Assistant City Administrator, or his delegate, as the designated representative of the City of Storm Lake, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Storm Lake 3rd Addition Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

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

Dated this _____ day of _____, 2014.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

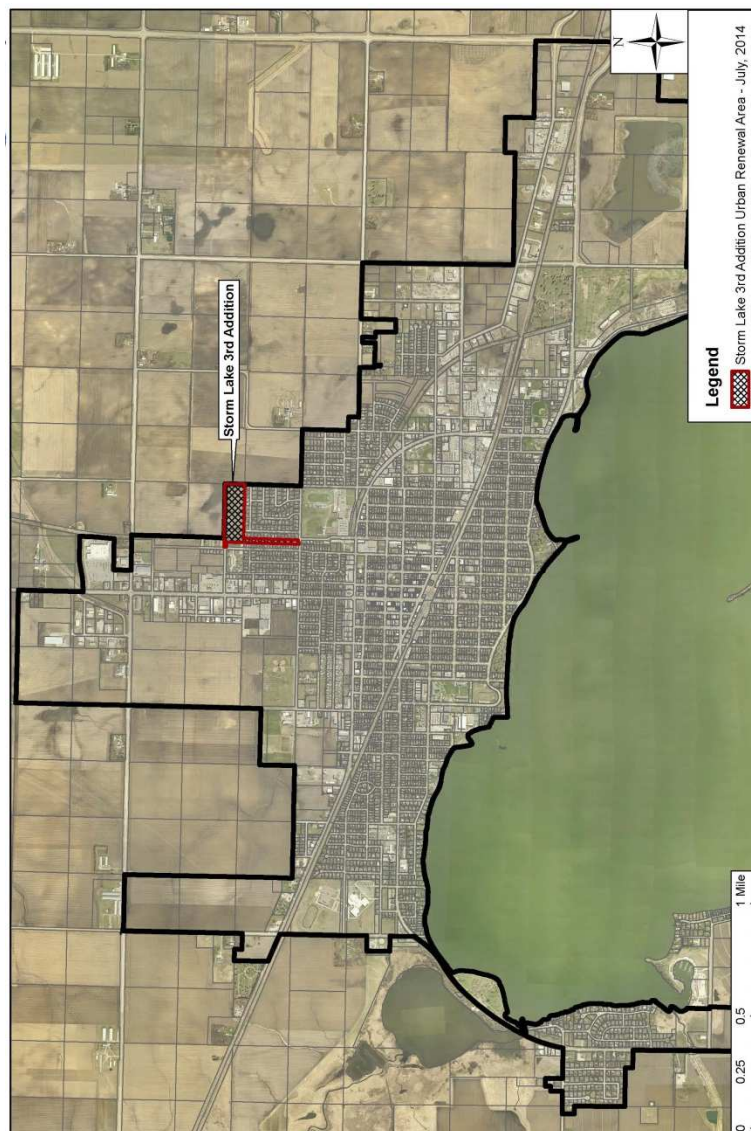
Section 3. That a public hearing shall be held on the proposed Storm Lake 3rd Addition Urban Renewal Plan before the City Council at its meeting which commences at 5:00 o'clock P.M. on July 21, 2014, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

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

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED STORM LAKE 3RD ADDITION URBAN
RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL
AREA IN THE CITY OF STORM LAKE, STATE OF IOWA

The City Council of the City of Storm Lake, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:00 o'clock P.M. on July 21, 2014 in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, to consider adoption of a proposed Storm Lake 3rd Addition Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Storm Lake, State of Iowa generally depicted in the following map:



which land is to be included as part of this proposed Urban Renewal Area.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Storm Lake, Iowa.

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

The general scope of the urban renewal activities under consideration in the Plan is to stimulate, through public involvement and commitment, private investment in residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the construction of a new 24-lot residential subdivision. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, a storm water detention pond, walking trails, a park, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of such urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

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

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

Dated this _____ day of _____, 2014.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 5. That the proposed Storm Lake 3rd Addition Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Storm Lake 3rd Addition Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed Storm Lake 3rd Addition Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 16th day of June, 2014.

Jon F. Kruse, Mayor

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. 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	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

approximately 550 feet using pervious pavers.			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 $\frac{1}{2}$ 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: 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 $\frac{1}{4}$ 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.

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: Commencing 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

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 NE $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ 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



Storm Lake 3rd Addition Urban Renewal Area

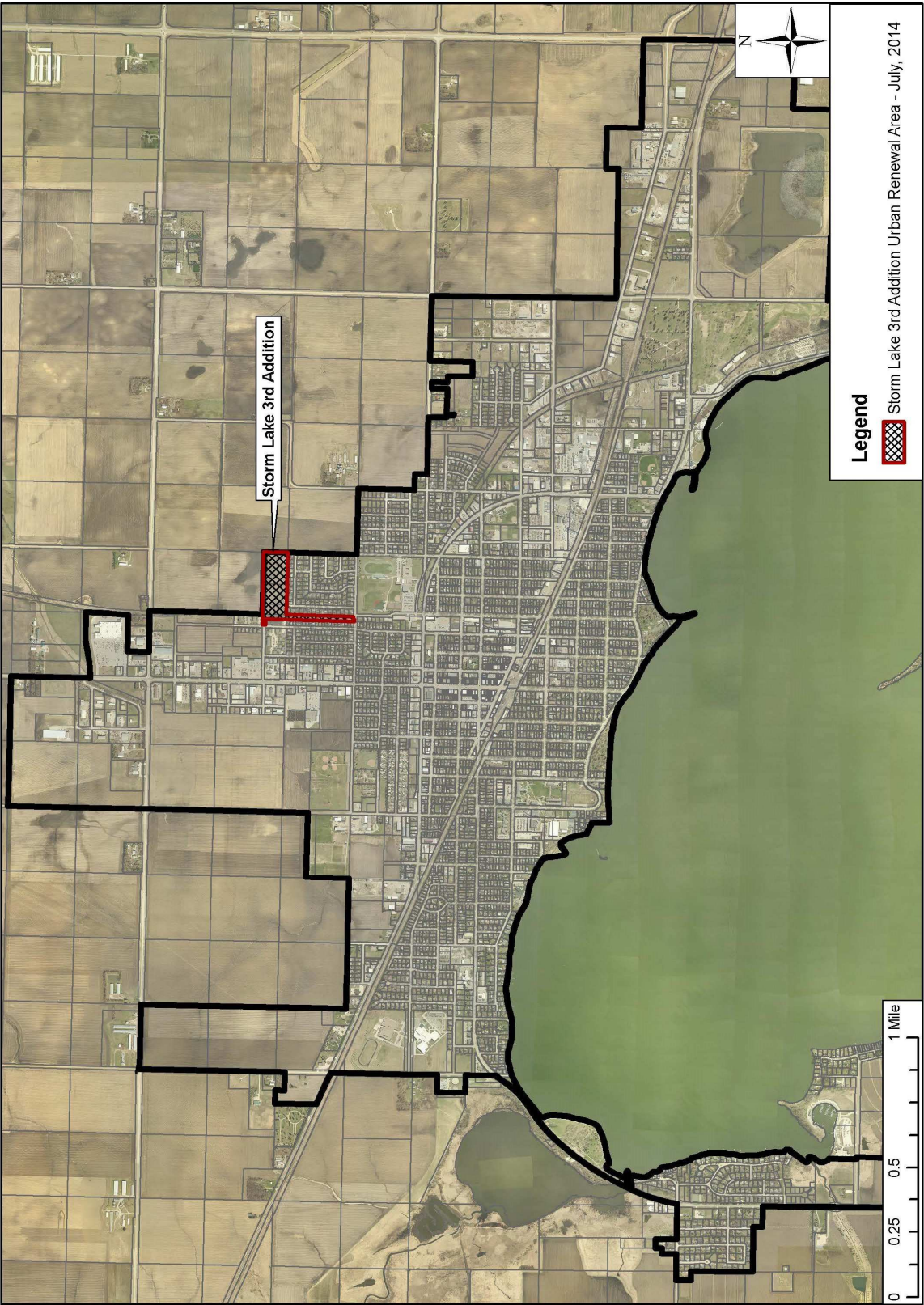


EXHIBIT "C"

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

Exhibit B

Storm Lake
Jump Right In!



Staff Summary

6/16/2014

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: Todd Allen, Water Plant Superintendent

SUBJECT: **Set Public Hearing On Water Treatment Plant Improvements**

BACKGROUND: This will set the public hearing for Water Treatment Plant improvements for July 7, 2014 at 5:00 PM in the City Hall Council Chambers.

This project consists of two items combined into one bid package. Both items are at the Water Treatment Plant.

The first part is to transform from a temporary to a permanent sodium chlorite feed system. This project includes a sodium chlorite injection point into clearwell #1, an electronic scale for a more accurate chemical daily dosage feed rate with analog outputs for communication to our current SCADA system, a chemical transfer pump, and a chemical containment spill skid. Last year's pilot project was a success and the DNR has approved a full scale operation of sodium chlorite.

The second part is for pressed lime handling and storage. Included in this project is a solids transfer system to a new storage building. This project will improve the City's process for handling and removing lime at the water treatment plant by increasing the storage capacity of pressed lime. The load-out of lime will also be enhanced by allowing for indoor loading of trucks and containing spills within the new facility. The Water Plant staff will be able to press lime more efficiently by not having to wait for the current lime hauler to load.

FISCAL IMPACT: The engineering agreement is with Bolton and Menk for a cost of \$125,000.

The cost estimate for the sodium chlorite project is \$72,600.

The cost estimate for the lime storage project is \$796,950 plus \$81,265 for lime press parts previously approved by Council.

Staff estimates another \$7,000 for legal and administration costs and an additional \$10,000 for construction observation for a total project cost of \$1,020,215.

This project is budgeted and will be funded from the \$2.34M Water Revenue Bond issued in 2013.

RECOMMENDATION:

To set the public hearing for July 7, 2014 at 5:00 PM

ATTACHMENTS:

	Description	Type
	WTP Project Cost Estimate	Estimate

Storm Lake, Iowa
Water Treatment facilities
2014 improvements- project Cost opinion

Bid Schedule 1- Lime Cake Handling

Building	\$	420,000
Transfer Equipment	\$	170,000
Electrical	\$	75,000
Site improvements	\$	25,000
OH & P	\$	69,000
Contingencies	\$	37,950
Subtotal	\$	796,950

Bid Schedule 2- Sodium Chlorite System

Sodium Chlorite System Equipment/Installation	\$	60,000
OH & P	\$	6,000
Contingencies	\$	6,600
Subtotal	\$	72,600

Total Project Cost

Total Construction Cost	\$	869,550
Engineering	\$	125,000
Total Project Cost	\$	921,950

Staff Summary

6/16/2014

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: Jennifer Movall, Finance Department Manager

SUBJECT: **Ordinance No. 12-O-2013-2014 Amending Landfill Rates**

BACKGROUND: During the Fiscal Year 2013-2014 Budget process staff and the City Council reviewed the overall stability of the City's Landfill Utility Fund. The Landfill Fund is primarily a pass through fund that provides a revenue source to pay for the annual assessment charged to the City by the Buena Vista County Landfill Commission.

In January, the City was notified that the Landfill Assessment would remain the same for FY 2015. The Landfill Fund was reviewed and it was determined that there were sufficient funds to cover the assessment as well as the operational expenses of the fund. Therefore, staff is recommending a \$1.00 per month decrease for both residential and commercial users.

The following chart shows the current rates and the new rates that will take effect July 1, 2014 should the council approve the change in the ordinance.

	July 1, 2013 Rates	July 1, 2014 Rates
Residential	\$9.50	\$8.50
Commercial	\$12.00	\$11.00

As proposed the rates would take effect on July 1, 2014 which

means that customers would see the rate change for the first time, on the bills that would go out at the end of July 2014 and due August 15, 2014.

In order to meet this schedule we would request Council's consideration for passage on 1st Reading, Waiving 2nd Reading, and passing on 3rd Reading in one meeting.

FISCAL IMPACT:

The proposed rate decrease will still provide sufficient funding for the utility to make payments to the Buena Vista County Landfill.

RECOMMENDATION:

Adopt Ordinance No.12-O-2013-2014 as follows:

Pass 1st Reading - June 16, 2014

Waive 2nd Reading - June 16, 2014

Pass on 3rd Reading - June 16, 2014

ATTACHMENTS:

	Description	Type
	Ordinance No. 12-O-2013-2014	Ordinance

ORDINANCE NO. 12-O-2013-2014

AN ORDINANCE AMENDING TITLE 3, CHAPTER 6, SECTION 3 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY AMENDING THE LANDFILL RATE

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

Section 1. Section 3-6-3 is hereby amended to read as follows

3-6-3 Rate Of Fee And Manner Of Payment

The fee for the purposes set forth in this Chapter shall be as follows:

(A) For all dwelling units, the fee shall be ~~nine~~■eight dollars and fifty cents (\$~~9.50~~■8.50) per month;

(B) For each business establishment, the fee shall be ~~twelve~~■eleven dollars (\$~~12.00~~■11.00) per month.

This fee shall be included on and paid with the water bill at the time payment of the water bill is due, effective July 1, ~~2012~~■2014.

If there are buildings or mobile home parks within the City containing more than one dwelling unit or business establishment and all such units or establishments do not have separate water meters, or, although separately metered, the water consumption for City billing purposes is measured only off of a master meter or meters, then the fee for any such unit or establishment shall be included on and paid with the water bill of the owner of such building.

In the event that there are people occupying the premises within the City that do not use City water, then the City Clerk shall transmit a bill to the owner or occupant of such premises for the fees established hereunder, contemporaneously with the transmittal of the water bills.

(Ord. No. 169495, Amended, 03/20/95)

Section 2. 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

6/16/2014

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: James H. Patrick, City Manager

SUBJECT: **Public Hearing On Storm Water Ordinance**

BACKGROUND: The U.S. EPA's National Pollutant Discharge Elimination System (NPDES) permit program administered by the Iowa Department of Natural Resources requires that cities meeting certain demographic and environmental impact criteria obtain from the IDNR a NPDES permit for the discharge of storm water from a Municipal Separate Storm Sewer System (MS4). The City of Storm Lake is a MS4 permitted City.

The City of Storm Lake, as a condition of the MS4 permit, is obliged to adopt and enforce a Post Construction Storm Water Control Ordinance. The City does have an Illicit Discharge Ordinance but not a Post Construction Storm Water Control Ordinance. Therefore, the City of Storm Lake wishes to establish this ordinance to provide reasonable guidance for the regulation of storm water runoff for the purpose of protecting local water resources from degradation. It is determined that the regulation of storm water runoff discharges 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 source 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 have recommended this Ordinance to Council.

It would be appropriate for Council to hear the Public to

receive comment on this proposed Ordinance.

FISCAL IMPACT:

Publishing fee of approximately \$50.00

RECOMMENDATION:

Open the hearing

Hear the Public

Close the hearing

Staff Summary

6/16/2014

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: James H. Patrick, City Manager

SUBJECT: **Ordinance No. 13-O-2013-2014 Adopting The Storm Water Ordinance**

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.

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

Second Reading July 7, 2014

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

6/16/2014

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: James H. Patrick, City Manager

SUBJECT: **Motion to Approve First Amendment To The Storm Lake Marina Management Agreement & Authorizing City Manager To Sign**

BACKGROUND: In January of this year, the City of Storm Lake agreed to undertake the development, care, and maintenance of the Storm Lake Marina. The Agreement identified several repairs that the DNR needed to make. Over the last several months, it has become apparent that the best and quickest way to make the repairs is for the City of Storm Lake to be responsible for the repairs.

IDNR received permission from the Natural Resources Commission, at their May 2014 meeting, to forward \$67,500 to Storm Lake for the purpose of making the repairs. Invoices must be submitted to IDNR for monies expended and any left over monies returned to the IDNR after the projects are completed.

Public Works and the City Engineer have completed initial analysis and feel that all work can be performed within the budgeted amount.

Since this will affect the 2014-2015 Marina budget and since it is an amendment to the Council approved original agreement, Council is being asked to favorably consider this amendment.

FISCAL IMPACT: Approval will change the 2014-2015 City of Storm Lake and Marina budget by approximately \$67,500 and authorize expenditures for engineering and required repairs not to exceed \$67,500.

RECOMMENDATION: Approve Motion

ATTACHMENTS:

	Description	Type
📎	Storm Lake Marina Amendment	Contract

AMENDMENT

STORM LAKE MARINA MANAGEMENT AGREEMENT

AMENDMENT NUMBER: 001

AMENDMENT EFFECTIVE DATE: June 1, 2014 to December 31, 2038

This amendment to the above-referenced Storm Lake Marina Management Agreement (Management Agreement) is made by and between the Iowa Department of Natural Resources (DNR) and the City of Storm Lake (City).

In subsections 6 "a" and 6 "b" of the Management Agreement, DNR promised to complete certain maintenance and repairs to the Storm Lake Marina property. DNR was unable to complete all of the maintenance and repairs agreed to by the deadlines provided in the Management Agreement. In addition, the parties have identified other maintenance and repairs for which the DNR wishes to provide funding. Therefore, the parties agree that DNR shall make funds available hereunder and the City shall be responsible to make such repairs consistent with this Amendment.

Therefore, for good and valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree to the following:

1. Amend section 6, subsection "a" of the Management Agreement: Strike all existing language and replace with the following:
 - a. Before November 30, 2014, the City shall inspect, clean, and vacuum all permeable pavers at the Property identified in Exhibit C, which is incorporated into the Agreement by this reference.

Thereafter, for the duration of the Agreement, the City shall inspect and evaluate the permeable pavers located in the vehicle parking lots and the sidewalk areas around the lake for sediment build up and to verify water flow and exfiltration. When necessary to ensure proper water flow and exfiltration, the City shall, at its own expense, clean, vacuum, and replace as needed all permeable pavers at the Property. Guidelines for Permeable Pavement Maintenance is attached as Exhibit D, and incorporated by this reference.
2. Amend section 6, subsection "b" of the Management Agreement: Strike all existing language and replace with the following:
 - b. Before November 30, 2014, the City shall repair the dock and boat ramp approaches.

Thereafter, for the duration of the Agreement, the City shall maintain the dock and boat ramp approaches.
3. Amend section 6, subsection "d" of the Management Agreement: Strike all existing language and replace with the following:
 - d. DNR shall provide funds to the City in an amount not to exceed \$67,500.00 for the cost of the repairs and maintenance described in section 6, subsection "a," paragraph 1 and section 6, subsection "b," paragraph 1 and such other repairs and maintenance as may be preapproved in writing by DNR. The City shall be solely responsible for making all other repairs to the Property it deems necessary for functionality, service, or use, at its own expense; however DNR may agree,

but is not obligated, to pay for all or any portion of additional repairs. "Repairs" include both normal wear and tear repairs as well as those stemming from faulty original construction. "Repairs" do not include "Improvements" as addressed in Section 12.

4. All compensation under the Management Agreement shall comply with the following:

4.1 Source of Funding. The source of funding is the Marine Fuel Tax Fund.

4.2 Compensation. The DNR shall provide funds to the City in a lump sum, not to exceed \$67,500.00, for the sole purpose of completing all work described in the amended subsection 6 "d" of the Management Agreement. The funds shall be for satisfactory completion of the work specified in subsection 6 "d."

4.3 Invoices. Upon completion of work, the City shall submit copies of paid invoices to DNR for reconciliation of work performed in accordance with subsection 6 "d." The City shall return to DNR all funds remaining following completion of the work specified in subsection 6 "d." Unless otherwise agreed to in writing by the parties, the City shall not be entitled to receive any other payment or compensation from the State for any services provided by or on behalf of the City under this Management Agreement.

Invoices shall be sent to:

Michelle Wilson
Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319

Payment will be issued to:

Jim Patrick, City Manager
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

4.4 Set-Off Against Sums Owed by the City. In the event that the City owes the State any sum under the terms of this Management Agreement, any Contract, or pursuant to any judgment, the State may set off the sum owed to the State against any sum owed by the State to the City in the State's sole discretion, unless otherwise required by law. The City agrees that this provision constitutes proper and timely notice under the law of setoff.

4.5 Erroneous Payments and Credits. The City shall promptly re-pay or refund to the DNR the full amount of any overpayment or erroneous payment within ten business days after either discovery by the City or notification by the DNR of the overpayment or erroneous payment.

4.6 Commission Approval. The Natural Resources Commission approved this funding at its regular meeting on the 8th day of May 2014, and as shown in the minutes thereof.

ALL OTHER TERMS AND CONDITIONS OF THE MANAGEMENT AGREEMENT REMAIN IN FULL FORCE AND EFFECT EXCEPT TO THE EXTENT MODIFIED HEREIN.

IN WITNESS WHEREOF, the DNR and the City have signed this Amendment and by their signatures warrant they have the authority to do such.

DEPARTMENT OF NATURAL RESOURCES

By: _____
Chuck Gipp, Director

Date: _____

CITY OF STORM LAKE

By: _____
Jim Patrick, City Manager

Date: _____

Staff Summary

6/16/2014

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: Emily Haselhoff, Planning Coordinator

SUBJECT: **Resolution No. 98-R-2013-2014 Setting Public Hearing For The Transfer Of Land To Habitat For Humanity**

BACKGROUND: This Resolution will set a public hearing for July 7, 2014 at 5:00 p.m in the City Hall Council Chambers during the regular city council meeting. The public hearing will be for the transfer of land to Habitat For Humanity. This land is Lots 4 & 5 of the Storm Lake 3rd Addition and can be found on the attached proposed 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 will publish a copy of this resolution in the paper according to Iowa Code prior to the Public Hearing date.

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

RECOMMENDATION: Adopt Resolution No. 98-R-2013-2014

ATTACHMENTS:

Description	Type
☐ Resolution No. 98-R-2013-2014	Resolution
☐ Storm Lake 3rd Addition Proposed Subdivision	Map
☐ Lot Split Layout	Map

RESOLUTION NO. 98-R-2013-2014

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

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

A 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:

The East 17.06 feet of the North 119.58 feet of Lot Eight (8), Block One (1),

Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa
(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, although the subdivision plat for the Addition has not yet been considered or approved by the City Council;

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, 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 with HFH, 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.

NOW, THEREFORE, be it hereby resolved that the City of Storm Lake, Iowa does hereby propose to dispose of, and convey, the Parcel and Lots 4 and 5 of the Addition to HFH on the terms generally specified above.

IT IS FURTHER RESOLVED that this proposal shall be scheduled for public hearing at the Council Chambers at City Hall at the regular council meeting scheduled for July 7, 2014 at

5:00 p.m. The City Clerk is further directed to have a copy of this Resolution published in the Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting.

Passed and approved this 16th day of June, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

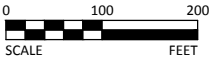
STORM LAKE 3RD ADDITION

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

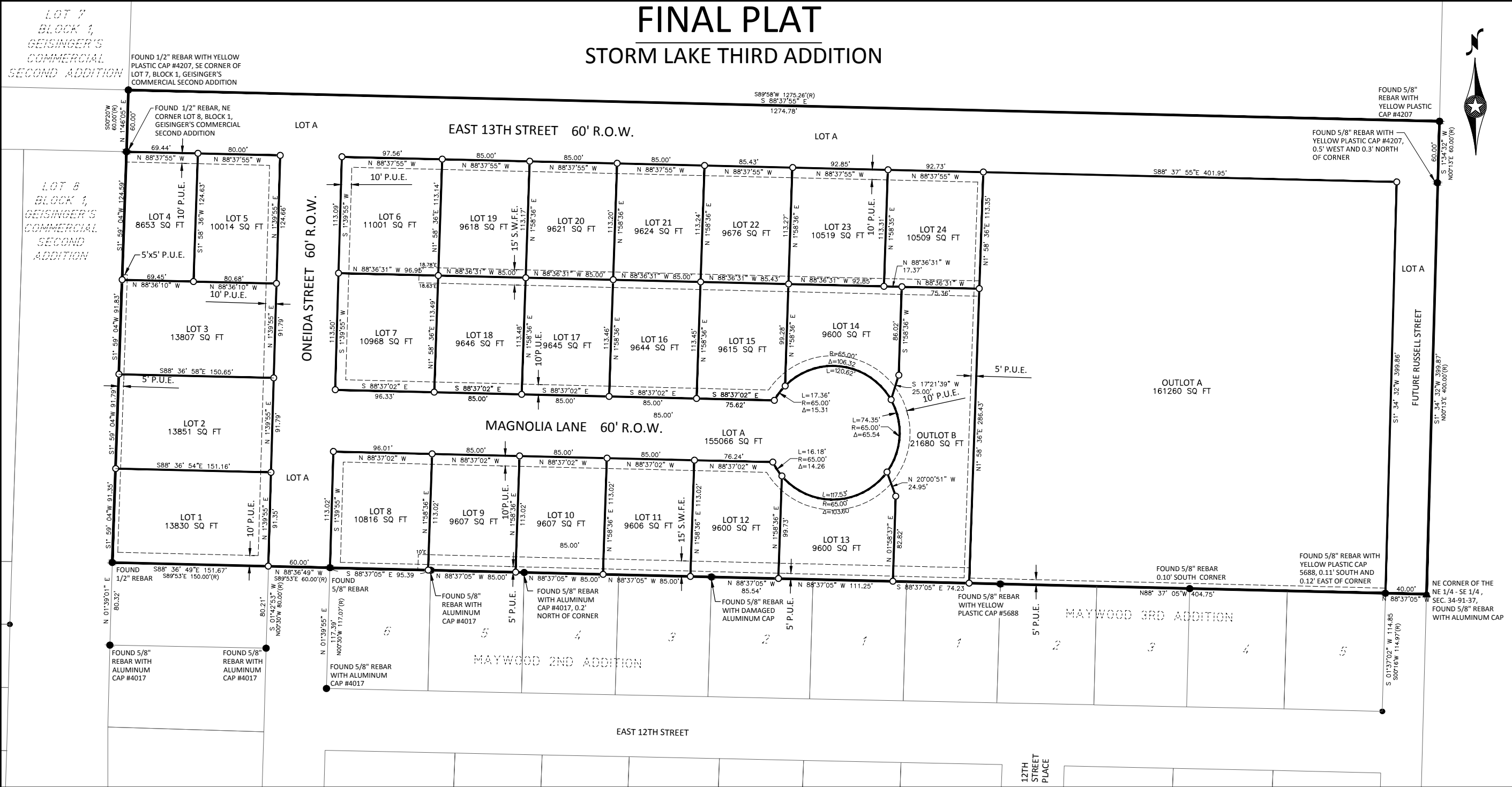
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

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



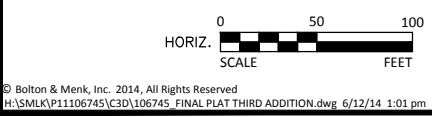
- LEGEND**
- ▲ FOUND SECTION CORNER
 - SET ½"x24" REBAR WITH YELLOW PLASTIC CAP#17535
 - FOUND MONUMENT AS NOTED
 - (R) RECORDED DIMENSION
 - (E) EASEMENT DIMENSION
 - P.U.E. PUBLIC UTILITY EASEMENT
 - S.W.F.E. SURFACE WATER FLOWAGE EASEMENT

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.

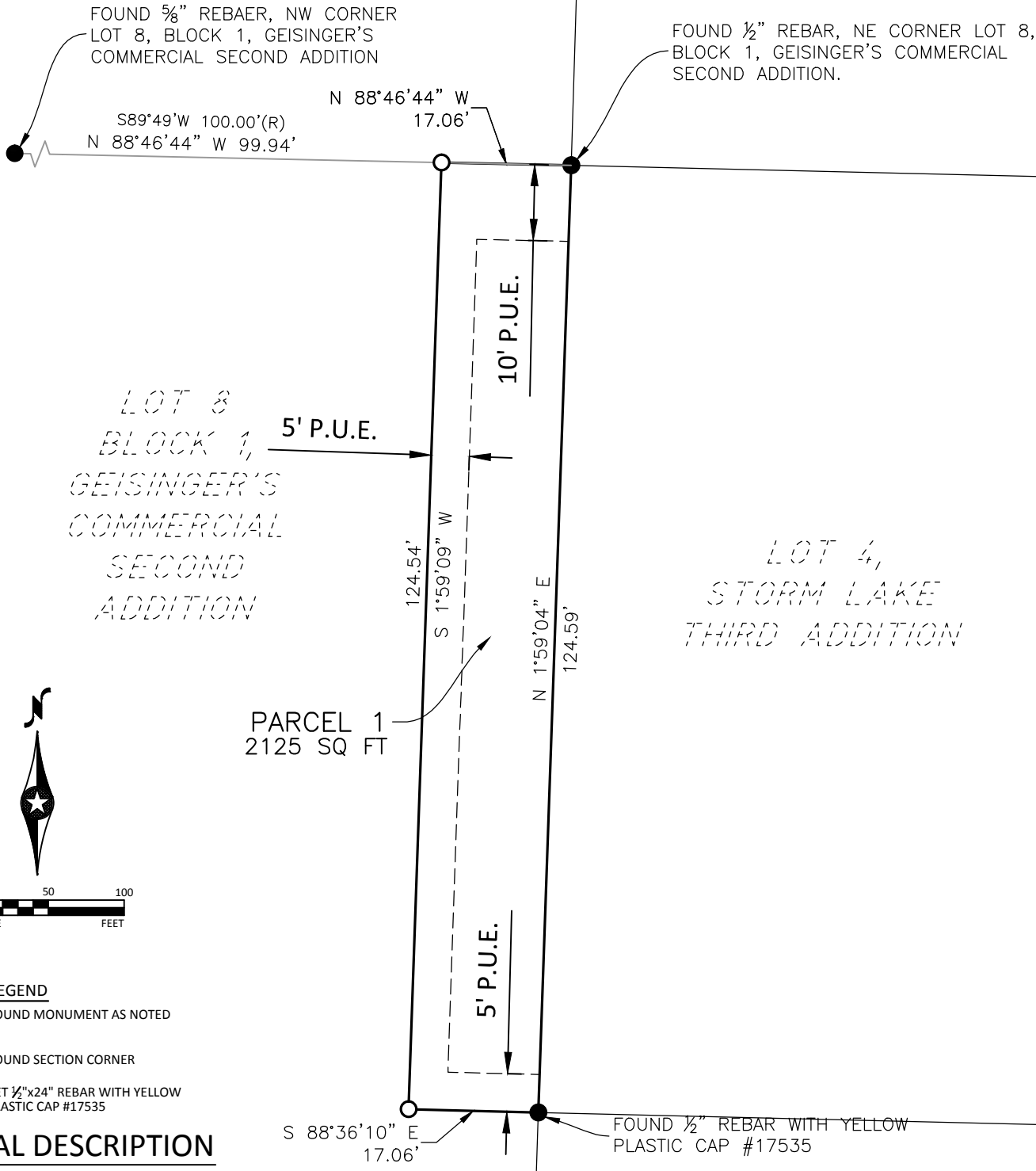
- NOTES**
1. THE NORTH LINE OF STORM LAKE THIRD ADDITION IS ASSUMED TO BEAR S 88°37'55" E.
 2. STORM LAKE THIRD ADDITION IS IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 34-91-37 AND ALSO A PART OF LOT 1, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION.
 3. MONUMENTS WILL BE PLACED UPON COMPLETION OF UTILITY 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



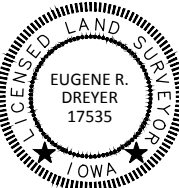
LEGEND

- 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

©Bolton & Menk, Inc. 2014, All Rights Reserved

**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

6/16/2014

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: Emily Haselhoff, Planning Coordinator

SUBJECT: **Agreement Allowing Temporary Placement Of Homes On City-Owned Property For Habitat For Humanity**

BACKGROUND: The City of Storm Lake has been working with Habitat For Humanity on a long-term agreement for placement of one or two homes on City-owned land that will eventually be placed permanently on the land. This land is a part of the proposed Storm Lake 3rd Addition Subdivision and proposed lot split, which are attached to this staff summary.

The long-term agreement cannot be executed until the City gives notice of a hearing on the agreement, holds the hearing, and also approves and records the Storm Lake 3rd Addition subdivision plat. A temporary agreement is necessary because HFH has acquired a home that would need to be moved from its current location before the long-term agreement could be executed.

This temporary agreement will allow temporary placement of one or two homes on the areas designated as Lots 4 & 5 and the North one-half of Lot 3 on the proposed Storm Lake 3rd Addition subdivision and the proposed lot split. Homes may be stored on these lots provided that HFH will put the homes on a permanent foundation on either the enlarged Lot 4 or Lot 5. These homes may be stored on the property under this temporary agreement until the Long Term Agreement is executed, 90 days has passed, or the agreement is terminated by the City.

FISCAL IMPACT: The fiscal impact is the preparation of this agreement.

RECOMMENDATION: Approve the Agreement between the City of Storm Lake, Iowa and HFH of Buena Vista, Inc.

ATTACHMENTS:

	Description	Type
	Habitat for Humanity Agreement for Temporary Placement of Homes	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. ALLOWING TEMPORARY PLACEMENT OF HOMES ON CITY-OWNED PROPERTY

This is an agreement (the “Temporary 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 and HFH have negotiated an Agreement Between the City of Storm Lake, Iowa and HFH of Buena Vista, Inc. For Development of Lots (the “Long Term Agreement”) which cannot be executed until after the City gives due notice of a hearing on the proposed agreement, holds such hearing, and in a separate process, approves and records a subdivision plat of Storm Lake Third Addition (the “Addition”), which will include two lots that are the subject of the Long Term Agreement. The Long Term Agreement provides for temporary placement by HFH of one or two existing homes on City-owned land, which homes will be moved by HFH for eventual placement on permanent foundations situated on Lot 4 (with the addition of some adjacent land not in the Addition) and Lot 5 of the Additions.

HFH will soon acquire at least one existing home from a third party for permanent placement in the Addition pursuant to the Long Term Agreement, but needs to move it from its current foundation and location before the Long Term Agreement can be executed. This agreement is intended to permit HFH to temporarily store that home, and, if necessary, one other home that will be eventually moved onto permanent foundation on a lot in the Addition, on specified City-owned property in or adjacent to the Addition until the provisions of the Long Term Agreement become effective, or until the lapse of a shorter period specified below.

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

Terms of Agreement

Section 1. **Definitions.** The “Property” means Lots 4, 5 and the North one-half of Lot 3 of the Addition, as such lots are laid out and designated in the attached proposed Storm Lake 3rd Addition Final

Plat, together with real estate adjacent to the western boundary of said Lot 4 legally 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 above-described parcel that is adjacent to the western boundary of said Lot 4 is referred to below as the "Parcel." Said Lot 4 and the Parcel, together, are referred to below as Enlarged Lot 4.

Section 2. **Storage permitted.** After this Temporary Agreement has been executed by both the City and HFH, and for the period of time specified below, HFH may move to, and store on, the Property 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 pursuant to the Long Term Agreement; and b) each such dwelling remains on the steel supports on which it is moved.

Section 3. **Storage Period.** The single family dwellings may be stored on the Property under the terms of this Temporary Agreement until the Long Term Agreement is executed by the City and HFH (at which time the storage of such dwellings shall be governed by the Long Term Agreement), until 90 days have elapsed, or until this Agreement is terminated by the City for cause, whichever period is shorter. The City shall give written notice of any termination for cause to HFH. Such written notice may be by e-mail or ordinary mail addressed to any officer or board member of HFH. This Agreement may be terminated for cause if a dwelling stored on the Property does not remain on the steel supports on which it is moved.

Section 4. **No Liability.** The City shall not be liable to HFH for any damage occurring to the dwellings or support equipment stored on the Property, unless such damage is caused by a reckless or intentional act of the City.

Section 5. **Removal of dwellings.** At the expiration of the storage period as specified in Section 3 above, HFH, at its expense, shall promptly remove the dwellings and steel supports from the Property. If HFH does not remove the dwellings and steel supports from the Property within fourteen days of the expiration of the storage period, HFH shall pay to the City, as liquidated damages, \$250.00 for each day that elapses after such fourteen-day period.

Section 6. **No rent.** HFH shall pay not storage fee or rent pursuant to this Agreement, but shall be liable for the liquidated damages specified in Section 4 above under the circumstances set forth in Section 4.

Section 7. **Indemnification.** HFH shall indemnify and save harmless City from all liability due

to any actions or omissions on the part of the HFH arising from movement or the storage of the dwellings on the Property, 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.

Section 8. **Not Assignable.** This Agreement may not be assigned, transferred, or conveyed by the parties.

Section 9. **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.

Dated: _____

THE CITY OF STORM LAKE, IOWA

By: _____
James H. Patrick, City Manager

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 James H. Patrick and Justin Yarosevich, as City Manager 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

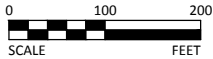
STORM LAKE 3RD ADDITION

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

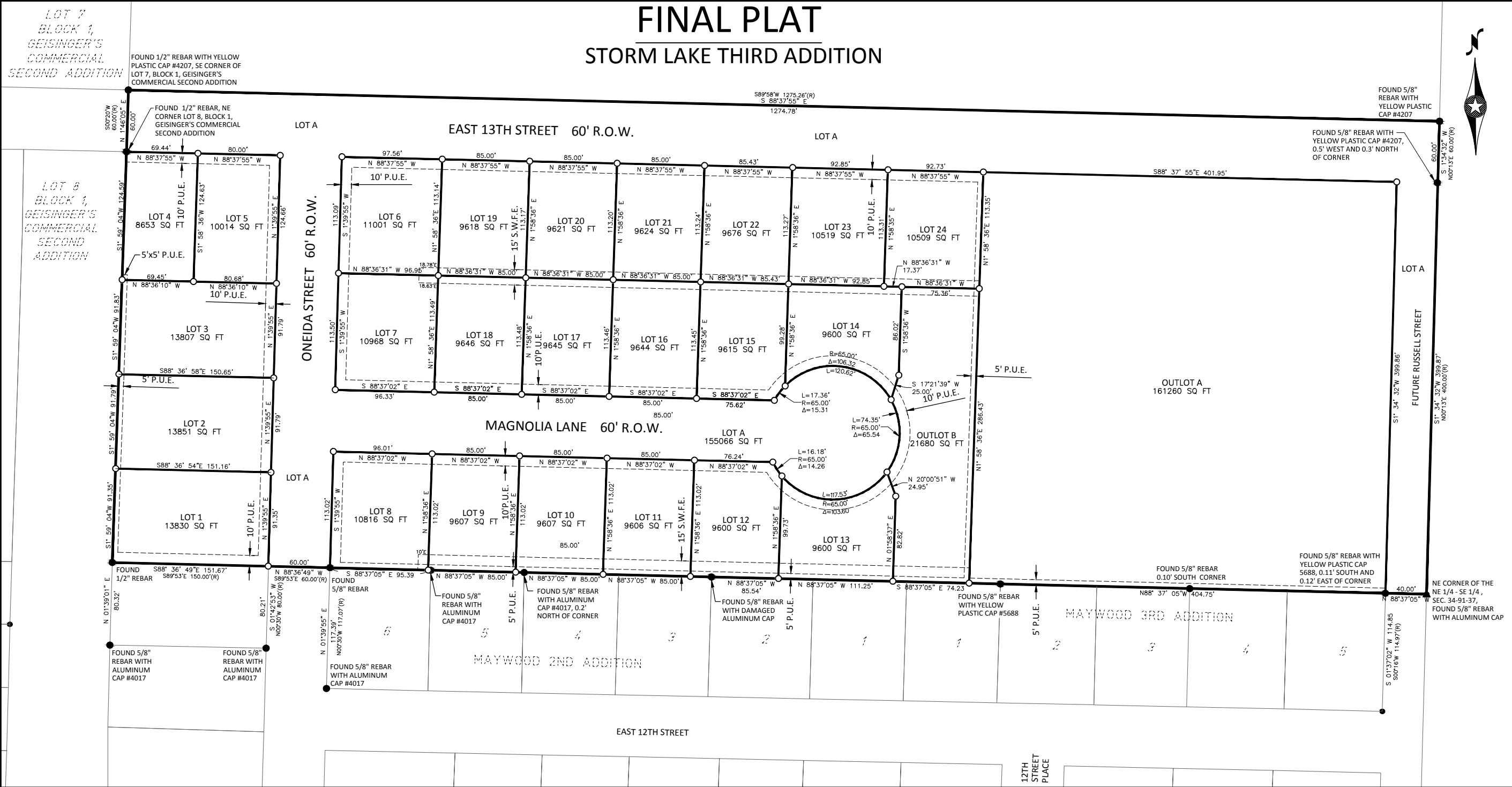
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

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

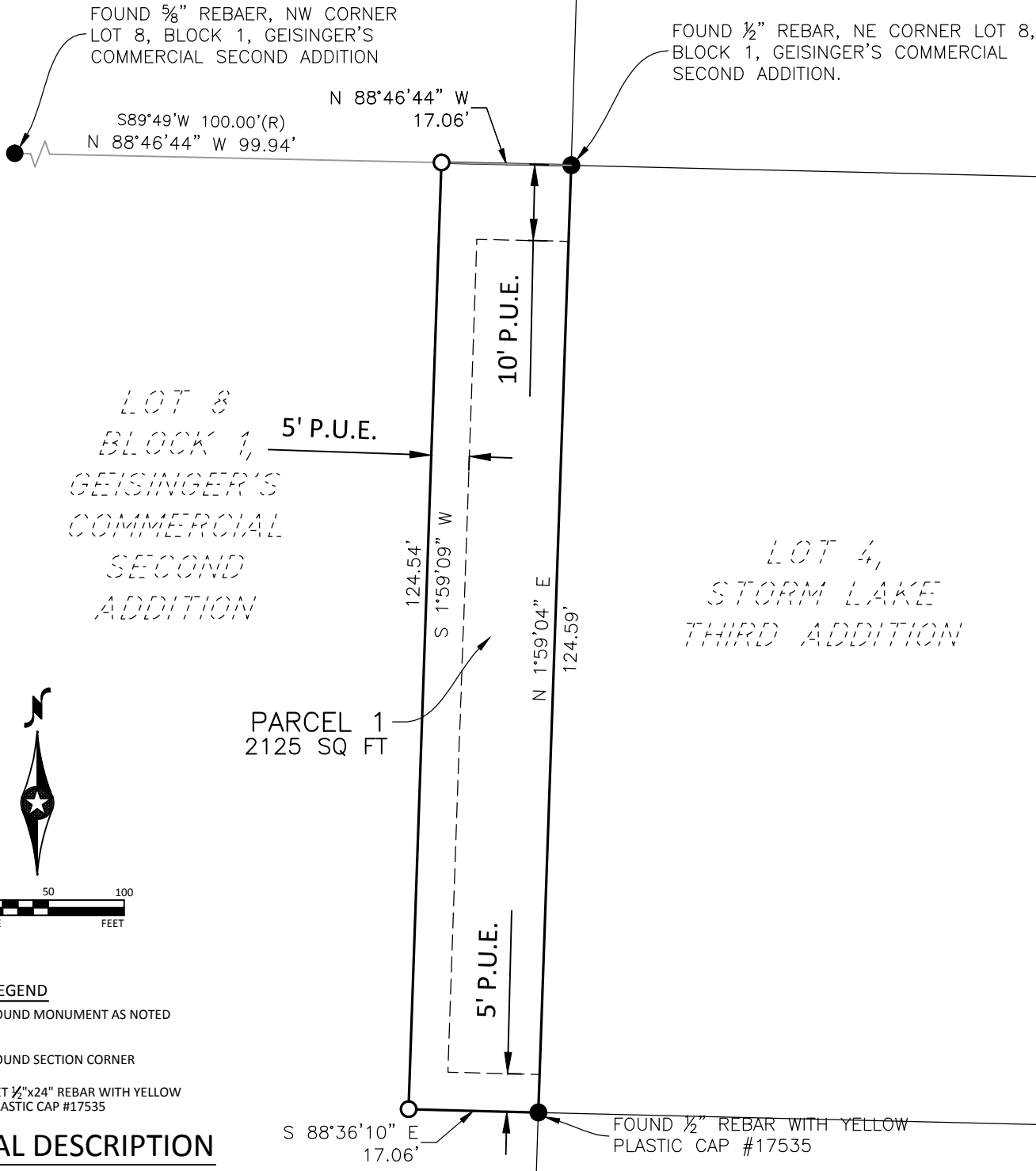
LEGAL DESCRIPTION

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.

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



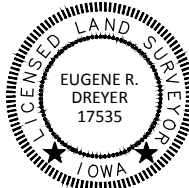
LEGEND

- 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

©Bolton & Menk, Inc. 2014, All Rights Reserved

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