

**CITY OF STORM LAKE  
REGULAR COUNCIL MEETING, CITY HALL  
COUNCIL CHAMBERS  
MARCH 17, 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. Approval Of Easements For North Lake Trail
3. **Motion Authorizing Noise Variances, Road Closure and Appropriate Permits for the 2014 Buenafication Day Inclusive of a 5K Run/Walk**
4. **Resolution No. 70-R-2013-2014 Approving The Use Of Chautauqua Park, Noise Variance, Food Vending, Inflatables & Street Closures For The 2014 Fiesta Latina**
5. **Resolution No. 71-R-2013-2014 To Approve Contract For The West 5th Street Overlay Project**
6. **Motion To Direct The Mayor To Acknowledge Acceptance Of Amended CDBG Award**
7. **Amendment To The Historical Survey Contract With Jennifer Price, Price Preservation Research**
8. **Ordinance No. 07-O-2013-2014 Zoning Ordinance, Subdivision Ordinance, & Zoning Map - Second Reading**
9. **Ordinance No. 08-O-2013-2014 Adopting Amendment #1 To Urban Revitalization Plan - Second Reading**
10. **Motion To Authorize City Manager To Sign & Send Letters To The Skate Park Committee & Santa's Castle Board Seeking Update**
11. **Resolution No. 72-R-2013-2014 Approving Temporary Construction Easement With Carisch Brothers LP For Lake Avenue Trail Project**
12. **Resolution No. 73-R-2013-2014 Setting A Public Hearing On A Development Agreement For The Pizza Ranch Development**
13. Adjourn

***Meeting Protocol***

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon

recognition by the Mayor identify yourself by stating your name and address.

3. Please keep your remarks to three (3) minutes or less.

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

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

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



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# Staff Summary

3/17/2014

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 disbursements for approval
- Approve City Council Minutes - March 3, 2014
- Approve liquor license renewals for King's Pointe, Mo's, Sunrise Pointe Golf Course and Sichanh Liquor Store
- New liquor license for Lakeshore Cafe & Jimmy's Bar & Grill
- Approve Acknowledgment/Settlement Agreement with Midtown for a tobacco violation
- Approve Easements for Lake Avenue (see following staff summary)

**FISCAL IMPACT:** The City will pay the following expenditures:

- List of Bills - \$1,066,434.51
- King's Pointe Bills - \$167,220.26
- Sunrise Pointe Golf Course Bills - \$5,968.14
- Expense for Lake Avenue Easements - \$306.00

The City will receive the following revenues:

- Liquor license renewal - \$2,735.00
- New liquor license - \$845.00
- Cigarette Settlement Agreement - \$300.00

**RECOMMENDATION:** Approve Consent Agenda

## ATTACHMENTS:

| Description                                                                                 | Type          |
|---------------------------------------------------------------------------------------------|---------------|
| <input type="checkbox"/> <a href="#">List of Bills</a>                                      | List of Bills |
| <input type="checkbox"/> <a href="#">List of Bills - King's Pointe &amp; Sunrise Pointe</a> | List of Bills |
| <input type="checkbox"/> <a href="#">Minutes - March 3, 2014</a>                            | Minutes       |

|                                                                                   |                                                                          |                 |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------|-----------------|
|  | <a href="#"><u>Sichanh Liquor Report</u></a>                             | Backup Material |
|  | <a href="#"><u>Sunrise Pointe Golf Course - Liquor Report</u></a>        | Backup Material |
|  | <a href="#"><u>Mo's - Liquor Report</u></a>                              | Backup Material |
|  | <a href="#"><u>King's Pointe Liquor Report</u></a>                       | Backup Material |
|  | <a href="#"><u>Midtown - Settlement Agreement</u></a>                    | Backup Material |
|  | <a href="#"><u>Order Accepting Settlement Agreement with Midtown</u></a> | Backup Material |

UNAVAILABLE

|                             |                                                    |           |
|-----------------------------|----------------------------------------------------|-----------|
| AFLAC                       | PR Batch 00551.03.2014 Aflac Pretax                | 50.17     |
| AFLAC                       | PR Batch 00551.03.2014 Aflac After tax             | 54.06     |
| AFLAC                       | PR Batch 00552.03.2014 Aflac Pretax                | 491.72    |
| AFLAC                       | PR Batch 00552.03.2014 Aflac After tax             | 160.56    |
| City of Storm Lake          | PR Batch 00552.03.2014 Dental employee/child       | 8.46      |
| City of Storm Lake          | PR Batch 00552.03.2014 Dental insurance employee c | 15.68     |
| City of Storm Lake          | PR Batch 00552.03.2014 Dental employee/spouse      | 18.00     |
| City of Storm Lake          | PR Batch 00552.03.2014 Dental insurance family     | 97.75     |
| City of Storm Lake          | PR Batch 00552.03.2014 125 Flexible Benefits       | 672.44    |
| City of Storm Lake          | PR Batch 00552.03.2014 Flex- Child Care            | 115.38    |
| City of Storm Lake          | PR Batch 00552.03.2014 Health Insurance Family     | 2,007.62  |
| City of Storm Lake          | PR Batch 00552.03.2014 Health Insurance Single     | 338.56    |
| City of Storm Lake          | PR Batch 00551.03.2014 Dental insurance employee c | 1.06      |
| City of Storm Lake          | PR Batch 00551.03.2014 Dental employee/spouse      | 10.85     |
| City of Storm Lake          | PR Batch 00551.03.2014 Dental insurance family     | 32.27     |
| City of Storm Lake          | PR Batch 00551.03.2014 125 Flexible Benefits       | 259.57    |
| City of Storm Lake          | PR Batch 00551.03.2014 Flex- Child Care            | 20.83     |
| City of Storm Lake          | PR Batch 00551.03.2014 Health Insurance Family     | 646.58    |
| City of Storm Lake          | PR Batch 00551.03.2014 Health Insurance Single     | 22.92     |
| Collection Services Center  | PR Batch 00551.03.2014 Child Support Payments to I | 325.00    |
| Collection Services Center  | PR Batch 00552.03.2014 Child Support Payments to I | 619.38    |
| Conseco Health Insurance Co | PR Batch 00552.03.2014 Cancer Pre Tax Insurance    | 58.30     |
| DIVERSITY HAIR CENTER       | Refund Check                                       | 12.49     |
| DIVERSITY HAIR CENTER       | Refund Check                                       | 22.11     |
| DIVERSITY HAIR CENTER       | Refund Check                                       | 13.86     |
| DIVERSITY HAIR CENTER       | Refund Check                                       | 2.74      |
| DIVERSITY HAIR CENTER       | Refund Check                                       | 4.62      |
| EFTPS                       | PR Batch 00552.03.2014 Federal Income Tax          | 10,437.50 |
| EFTPS                       | PR Batch 00552.03.2014 FICA Employee Portion       | 3,824.19  |
| EFTPS                       | PR Batch 00552.03.2014 FICA Employer Portion       | 3,824.19  |
| EFTPS                       | PR Batch 00552.03.2014 Medicare Employee Portion   | 1,447.19  |
| EFTPS                       | PR Batch 00552.03.2014 Medicare Employer Portion   | 1,447.19  |
| EFTPS                       | PR Batch 00551.03.2014 Federal Income Tax          | 4,110.65  |
| EFTPS                       | PR Batch 00551.03.2014 FICA Employee Portion       | 1,862.35  |
| EFTPS                       | PR Batch 00551.03.2014 FICA Employer Portion       | 1,862.35  |
| EFTPS                       | PR Batch 00551.03.2014 Medicare Employee Portion   | 524.28    |
| EFTPS                       | PR Batch 00551.03.2014 Medicare Employer Portion   | 524.28    |
| ICMA Retirement Trust 457   | PR Batch 00551.03.2014 ICMA                        | 1,050.00  |
| ICMA Retirement Trust 457   | PR Batch 00551.03.2014 ICMA City Paid              | 529.18    |
| ICMA Retirement Trust 457   | PR Batch 00551.03.2014 ICMA City paid for Police   | 424.91    |
| ICMA Retirement Trust 457   | PR Batch 00552.03.2014 ICMA                        | 885.00    |
| Iowa Public Employees       | PR Batch 00552.03.2014 IPERS                       | 3,803.56  |
| Iowa Public Employees       | PR Batch 00552.03.2014 IPERS City Share            | 5,708.39  |
| Iowa Public Employees       | PR Batch 00551.03.2014 IPERS                       | 1,524.29  |
| Iowa Public Employees       | PR Batch 00551.03.2014 IPERS City Share            | 2,287.73  |
| ITT Hartford AMS RPVA       | PR Batch 00551.03.2014 457 Hartford                | 100.00    |
| ITT Hartford AMS RPVA       | PR Batch 00552.03.2014 457 Hartford                | 225.00    |
| Muni Fire/Police Retire     | PR Batch 00552.03.2014 Muni Police/Fire Pension    | 2,993.37  |
| Muni Fire/Police Retire     | PR Batch 00552.03.2014 Muni Police/Fire Pension Ci | 9,591.54  |
| Muni Fire/Police Retire     | PR Batch 00551.03.2014 Muni Police/Fire Pension    | 521.22    |
| Muni Fire/Police Retire     | PR Batch 00551.03.2014 Muni Police/Fire Pension Ci | 1,670.13  |
| OCHALLA AKWEIR              | Refund Check                                       | 16.53     |
| OCHALLA AKWEIR              | Refund Check                                       | 31.73     |
| OCHALLA AKWEIR              | Refund Check                                       | 14.51     |
| OCHALLA AKWEIR              | Refund Check                                       | 1.16      |
| OCHALLA AKWEIR              | Refund Check                                       | 6.10      |
| PU CHA                      | Refund Check                                       | 0.69      |

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

Checks for Approval Report

From: 03/04/14 To 03/17/14  
User: tyler.gibbins

|                           |                                         |          |
|---------------------------|-----------------------------------------|----------|
| PU CHA                    | Refund Check                            | 1.00     |
| PU CHA                    | Refund Check                            | 0.31     |
| PU CHA                    | Refund Check                            | 0.05     |
| PU CHA                    | Refund Check                            | 0.13     |
| Teamsters Local Union 554 | PR Batch 00552.03.2014 Union Dues       | 254.00   |
| Treasurer State Of Iowa   | PR Batch 00552.03.2014 State Income Tax | 3,959.75 |
| Treasurer State Of Iowa   | PR Batch 00551.03.2014 State Income Tax | 1,810.29 |
| VALLE JULISSA             | Refund Check                            | 14.95    |
| VALLE JULISSA             | Refund Check                            | 28.15    |
| VALLE JULISSA             | Refund Check                            | 13.13    |
| VALLE JULISSA             | Refund Check                            | 1.04     |
| VALLE JULISSA             | Refund Check                            | 5.53     |

**UNAVAILABLE**

**Department Total = 73,420.52**

**Police Department**

|                                    |                                    |          |
|------------------------------------|------------------------------------|----------|
| Alliant Energy                     | Gas Service Jan/Feb 2014           | 717.02   |
| Alta Body Shop                     | Towing February 2014               | 1,860.00 |
| Buena Vista Stationery & Print Inc | Office Supplies                    | 71.97    |
| Buena Vista Stationery & Print Inc | Office Supplies                    | 40.98    |
| Crescent Electric Supply Co        | Lamps                              | 79.56    |
| Evertex Inc                        | Cell Phone Service Mar 2014        | 522.95   |
| Genesis Development                | Janitorial Services- February 2014 | 600.00   |
| Graham Tire                        | Two new Tires for P-13             | 271.26   |
| Graham Tire                        | Service Charge for Late Payment    | 1.00     |
| Graham Tire                        | Tire Repair                        | 20.00    |
| Iowa Lakes Electric Cooperative    | Electric Services February 2014    | 33.12    |
| Iowa Law Enforcement Academy       | Nelson- ILEA Basic                 | 5,994.09 |
| Jack's Uniforms & Equipment        | Badge Repairs- Dickman             | 10.00    |
| Keller Ken                         | Replace Water Heater               | 4,166.00 |
| King's Pointe Resort               | Meeting Expense                    | 181.72   |
| Mangold Environmental Testing      | Shipping                           | 6.55     |
| MS Door Service Ltd                | Pest Services- January 2014        | 24.00    |
| Nepple Electric Inc                | Services                           | 81.85    |
| Nepple Electric Inc                | Services                           | 116.33   |
| Neuroth Kevin                      | Garbage Service February 2014      | 23.00    |
| O'Reilly Auto Parts                | Wiper Blade                        | 14.44    |
| Pilot Tribune                      | Seasonal Job Ads                   | 40.99    |
| Rasmussen's                        | Repairs to Shocks P-12             | 886.98   |
| Rasmussen's                        | Repairs to Rotors                  | 620.61   |
| Rebnord Technologies Inc           | Toner & USB Hub                    | 199.90   |
| Rohr Manufacturing Services, Ltd   | Fire Extinguisher Maintenance      | 25.80    |
| Sioux City Journal                 | 2014 Subscription- PD              | 242.00   |
| Star Energy, LLC                   | Fuel February 2014                 | 4,836.64 |
| Storm Lake Times The               | Publications- Seasonal Positions   | 37.13    |
| Wide Open West                     | Phone Service March 2014           | 328.81   |

**Police Department**

**Department Total = 22,054.70**

**Fire Department**

|                                  |                                 |          |
|----------------------------------|---------------------------------|----------|
| Alliant Energy                   | Gas Service Jan/Feb 2014        | 1,075.27 |
| Arnold Motor Supply, LLP         | Velcro                          | 18.64    |
| Arnold Motor Supply, LLP         | Supplies                        | 25.74    |
| Evertex Inc                      | Cell Phone Service Mar 2014     | 61.32    |
| Feld Equipment Company, Inc Ed M | Badges (6)                      | 401.00   |
| Heiman Inc                       | Black Suspenders (3)            | 96.00    |
| Helens Commercial Laundry        | Laundry Services- February 2014 | 13.00    |

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Checks for Approval Report

From: 03/04/14 To 03/17/14  
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|                           |                                 |        |
|---------------------------|---------------------------------|--------|
| Helens Commercial Laundry | Laundry Services- February 2014 | 23.75  |
| Helens Commercial Laundry | Laundry Services- February 2014 | 13.00  |
| Helens Commercial Laundry | Laundry Services- February 2014 | 13.00  |
| Mid-Iowa Sales Co Inc     | Supplies                        | 190.04 |
| MS Door Service Ltd       | Pest Services- January 2014     | 18.00  |
| Neuroth Kevin             | Garbage Service December 2013   | 52.00  |
| Star Energy, LLC          | Fuel February 2014              | 175.58 |
| Toyne Inc                 | Packing- Tube of 8 Pallets      | 41.89  |
| Wide Open West            | Phone Service March 2014        | 58.30  |

|                        |                           |                 |
|------------------------|---------------------------|-----------------|
| <b>Fire Department</b> | <b>Department Total =</b> | <b>2,276.53</b> |
|------------------------|---------------------------|-----------------|

**Building Official**

|                                    |                             |        |
|------------------------------------|-----------------------------|--------|
| Arnold Motor Supply, LLP           | Driver Side Light           | 7.29   |
| Buena Vista Stationery & Print Inc | Inspection Stickers         | 89.60  |
| Central Bank                       | Conference Hotel            | 448.88 |
| City of Storm Lake                 | Services B-7                | 35.63  |
| Evertex Inc                        | Cell Phone Service Mar 2014 | 27.58  |
| Star Energy, LLC                   | Fuel February 2014          | 146.68 |
| Storm Lake Times The               | Publications                | 4.80   |
| Storm Lake Times The               | Publications                | 6.20   |
| Wide Open West                     | Phone Service March 2014    | 87.45  |

|                          |                           |               |
|--------------------------|---------------------------|---------------|
| <b>Building Official</b> | <b>Department Total =</b> | <b>854.11</b> |
|--------------------------|---------------------------|---------------|

**Law Enforcement**

|                                                |                              |        |
|------------------------------------------------|------------------------------|--------|
| Buena Vista Co Attorney                        | Attorney Expenses SL-13-1198 | 54.21  |
| Buena Vista Co Attorney                        | Attorney Expenses SL-13-1586 | 10.86  |
| Buena Vista Co Attorney                        | Attorney Expenses SL-13-0157 | 26.62  |
| Buena Vista Co Attorney                        | Attorney Expenses SL-13-1762 | 15.50  |
| Buena Vista Co Attorney                        | Attorney Expenses SL-13-1843 | 417.30 |
| Buena Vista Co Attorney                        | Attorney Expenses SL-13-1843 | 126.64 |
| Buena Vista Co Attorney                        | Attorney Expenses SL-13-1896 | 368.92 |
| Iowa Dept of Justice Attorney General's Office | Forfeited Money SL-13-1198   | 14.30  |
| Iowa Dept of Justice Attorney General's Office | Forfeited Money SL-13-1896   | 158.80 |
| Iowa Dept of Justice Attorney General's Office | Forfeited Money SL-13-1843   | 180.30 |
| Iowa Dept of Justice Attorney General's Office | Forfeited Money SL-13-1843   | 51.11  |
| Iowa Dept of Justice Attorney General's Office | Forfeited Vehicle SL-13-1198 | 200.00 |
| Iowa Dept of Justice Attorney General's Office | Forfeited Vehicle SL-13-1586 | 200.00 |
| Iowa Dept of Justice Attorney General's Office | Forfeited Vehicle SL-13-0157 | 200.00 |
| Iowa Dept of Justice Attorney General's Office | Forfeited Vehicle SL-13-1762 | 200.00 |
| Iowa Dept of Justice Attorney General's Office | Forfeited Vehicle SL-13-1843 | 200.00 |

|                        |                           |                 |
|------------------------|---------------------------|-----------------|
| <b>Law Enforcement</b> | <b>Department Total =</b> | <b>2,424.56</b> |
|------------------------|---------------------------|-----------------|

**Crime Prevention**

|              |             |        |
|--------------|-------------|--------|
| Graffix, Inc | Glass Award | 147.00 |
|--------------|-------------|--------|

|                         |                           |               |
|-------------------------|---------------------------|---------------|
| <b>Crime Prevention</b> | <b>Department Total =</b> | <b>147.00</b> |
|-------------------------|---------------------------|---------------|

**Roadway Maintenance**

|                    |                                                   |          |
|--------------------|---------------------------------------------------|----------|
| Alliant Energy     | Gas Service Jan/Feb 2014                          | 1,924.48 |
| Bolton & Menk, Inc | Engineering Services- E 10th St through 2/25/2014 | 230.00   |
| Central Bank       | Tape                                              | 27.10    |
| City of Storm Lake | Serviced T-68                                     | 36.73    |

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## Checks for Approval Report

From: 03/04/14 To 03/17/14  
User: tyler.gibbins

|                                           |                                        |          |
|-------------------------------------------|----------------------------------------|----------|
| City of Storm Lake                        | Replaced Driver Side Battery T-9       | 196.72   |
| City of Storm Lake                        | Replaced Lower Hoses #16               | 123.80   |
| Evertex Inc                               | Cell Phone Service Mar 2014            | 13.79    |
| Fastenal Company                          | Supplies                               | 8.05     |
| I&S Group, Inc.                           | Engineering Services through 2/22/2014 | 220.00   |
| Neuroth Kevin                             | Garbage Service February 2014          | 119.25   |
| NW Iowa Planning & Development Commission | SHIELD FY2014- Final Draw              | 416.67   |
| Reinert Michael P                         | Welding Wire                           | 61.34    |
| Star Energy, LLC                          | Fuel February 2014                     | 6,472.89 |
| Wide Open West                            | Phone Service March 2014               | 53.09    |
| Zee Medical Inc                           | First Aid Supplies                     | 99.95    |

|                            |                           |           |
|----------------------------|---------------------------|-----------|
| <b>Roadway Maintenance</b> | <b>Department Total =</b> | 10,003.86 |
|----------------------------|---------------------------|-----------|

### Signs & Signals

|                        |       |        |
|------------------------|-------|--------|
| Iowa Prison Industries | Signs | 278.30 |
|------------------------|-------|--------|

|                            |                           |        |
|----------------------------|---------------------------|--------|
| <b>Signs &amp; Signals</b> | <b>Department Total =</b> | 278.30 |
|----------------------------|---------------------------|--------|

### Snow Removal

|                          |                                        |          |
|--------------------------|----------------------------------------|----------|
| City of Storm Lake       | Replaced Snowplow Bolts, Not Just #117 | 76.00    |
| City of Storm Lake       | Replaced Fenderwell Fuelfilter #60     | 49.27    |
| City of Storm Lake       | Replaced Hyd Hose #59                  | 150.39   |
| City of Storm Lake       | Tire Repairs #13                       | 425.80   |
| City of Storm Lake       | Repaired Coaxial Cable #59             | 41.03    |
| Fastenal Company         | Supplies                               | 75.60    |
| Sta-Mel Enterprises, Inc | Roadsalt                               | 1,601.60 |

|                     |                           |          |
|---------------------|---------------------------|----------|
| <b>Snow Removal</b> | <b>Department Total =</b> | 2,419.69 |
|---------------------|---------------------------|----------|

### Airport

|                                    |                                         |          |
|------------------------------------|-----------------------------------------|----------|
| Amerigas                           | Propane                                 | 569.03   |
| Ascent Aviation Group, Inc.        | Monthly Dial Fee- March 2014            | 46.00    |
| Bart's Flying Service              | Airport Contract February 2014          | 4,895.00 |
| Bolton & Menk, Inc                 | Engineering Services- Runway 13/31      | 5,824.50 |
| Buena Vista Co Treasurer           | Property Taxes 2012- Pickhinke Property | 151.00   |
| Buena Vista Co Treasurer           | Property Taxes 2012- Foell Property     | 260.00   |
| Buena Vista Co Treasurer           | Property Taxes 2012- Carlson Property   | 113.00   |
| Buena Vista Stationery & Print Inc | Laminating                              | 5.25     |
| City of Storm Lake                 | Key Programing #A-7                     | 112.16   |
| Larson Oil & Distributing Co, Inc  | Fuel for Snow Plow                      | 1,361.50 |
| Larson Oil & Distributing Co, Inc  | Dr. Tec                                 | 27.00    |
| MS Door Service Ltd                | Pest Services- January 2014             | 45.00    |
| Reinert Michael P                  | Maintenace on Hangar Door               | 119.40   |

|                |                           |           |
|----------------|---------------------------|-----------|
| <b>Airport</b> | <b>Department Total =</b> | 13,528.84 |
|----------------|---------------------------|-----------|

### Transit

|               |             |        |
|---------------|-------------|--------|
| Color-ize Inc | Cab Tickets | 356.50 |
|---------------|-------------|--------|

|                |                           |        |
|----------------|---------------------------|--------|
| <b>Transit</b> | <b>Department Total =</b> | 356.50 |
|----------------|---------------------------|--------|

### Library

|                |                          |          |
|----------------|--------------------------|----------|
| Alliant Energy | Gas Service Jan/Feb 2014 | 1,431.36 |
|----------------|--------------------------|----------|

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|                     |                                    |        |
|---------------------|------------------------------------|--------|
| Genesis Development | Janitorial Services- February 2014 | 500.00 |
| Neuroth Kevin       | Garbage Service February 2014      | 35.25  |
| Wide Open West      | Phone Service March 2014           | 13.82  |

|                |                           |          |
|----------------|---------------------------|----------|
| <b>Library</b> | <b>Department Total =</b> | 1,980.43 |
|----------------|---------------------------|----------|

**Parks Department**

|                            |                                                   |        |
|----------------------------|---------------------------------------------------|--------|
| Alliant Energy             | Gas Service Jan/Feb 2014                          | 163.36 |
| Alta Implement Company Inc | Brushes- Toolcat                                  | 374.69 |
| Buena Vista Co Treasurer   | Property Taxes 2012- Park Property 1720 Rose Lane | 90.00  |
| City of Storm Lake         | Replaced Battery #202                             | 79.95  |
| City of Storm Lake         | Serviced #85                                      | 49.27  |
| Evertex Inc                | Cell Phone Service Mar 2014                       | 13.79  |
| Neuroth Kevin              | Garbage Service February 2014                     | 68.50  |
| Pilot Tribune              | Seasonal Job Ads                                  | 102.48 |
| Star Energy, LLC           | Fuel February 2014                                | 810.55 |
| Storm Lake Times The       | Publications- Seasonal Positions                  | 92.82  |
| Wide Open West             | Phone Service March 2014                          | 38.39  |

|                         |                           |          |
|-------------------------|---------------------------|----------|
| <b>Parks Department</b> | <b>Department Total =</b> | 1,883.80 |
|-------------------------|---------------------------|----------|

**Golf Course**

|                        |                                        |          |
|------------------------|----------------------------------------|----------|
| Central Bank           | Sunrise Pointe Domain Renewal- 4 years | 175.84   |
| Iowa Prison Industries | Signs                                  | 158.44   |
| Pilot Tribune          | Seasonal Job Ads                       | 61.49    |
| Star Energy, LLC       | Fuel February 2014                     | 148.59   |
| Storm Lake Times The   | Publications- Seasonal Positions       | 55.69    |
| Wolfe Dana             | Blade Sharpening                       | 1,199.00 |

|                    |                           |          |
|--------------------|---------------------------|----------|
| <b>Golf Course</b> | <b>Department Total =</b> | 1,799.05 |
|--------------------|---------------------------|----------|

**Campgrounds**

|              |                              |       |
|--------------|------------------------------|-------|
| Central Bank | PayPal Subscription Feb 2014 | 25.00 |
|--------------|------------------------------|-------|

|                    |                           |       |
|--------------------|---------------------------|-------|
| <b>Campgrounds</b> | <b>Department Total =</b> | 25.00 |
|--------------------|---------------------------|-------|

**UNAVAILABLE**

|                                |                                     |        |
|--------------------------------|-------------------------------------|--------|
| King's Pointe Resort           | February 2014 Housekeeping Cleaning | 345.00 |
| King's Pointe Resort           | February 2014 Maintenance           | 49.50  |
| King's Pointe Resort           | February 2014 Hotel Supplies        | 115.00 |
| King's Pointe Resort           | February 2014 Cottage Brochures     | 380.00 |
| King's Pointe Resort           | February 2014 Battery Back-Up       | 120.98 |
| King's Pointe Resort           | February 2014 Waterpark Add ons (8) | 618.75 |
| Kineth Hospitality Corporation | February 2014 Management Fees       | 189.59 |

|                    |                           |          |
|--------------------|---------------------------|----------|
| <b>UNAVAILABLE</b> | <b>Department Total =</b> | 1,818.82 |
|--------------------|---------------------------|----------|

**Community Ed**

|                          |                                                  |           |
|--------------------------|--------------------------------------------------|-----------|
| Community Education Dept | Community Education Agreement FY13-14 Quarter #: | 14,125.00 |
| Community Education Dept | Community Education Agreement FY13-14 Quarter #: | 14,125.00 |

|                     |                           |           |
|---------------------|---------------------------|-----------|
| <b>Community Ed</b> | <b>Department Total =</b> | 28,250.00 |
|---------------------|---------------------------|-----------|

**Shelter House**

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

## Checks for Approval Report

From: 03/04/14 To 03/17/14  
User: tyler.gibbins

|                     |                             |        |
|---------------------|-----------------------------|--------|
| Alliant Energy      | Gas Service Jan/Feb 2014    | 350.61 |
| McCrea Enterprises  | Paint                       | 86.50  |
| MS Door Service Ltd | Pest Services- January 2014 | 18.00  |

|                      |                           |        |
|----------------------|---------------------------|--------|
| <b>Shelter House</b> | <b>Department Total =</b> | 455.11 |
|----------------------|---------------------------|--------|

### Hotel Operations

|                          |                                       |            |
|--------------------------|---------------------------------------|------------|
| Buena Vista Co Treasurer | Property Taxes 2012                   | 107,701.00 |
| Central Bank             | King's Pointe Domain Renewal- 4 years | 43.96      |
| Neuroth Kevin            | Garbage Service February 2014         | 77.75      |
| Storm Lake Times The     | Publications                          | 30.00      |
| Storm Lake Times The     | Publications                          | 26.00      |

|                    |                           |            |
|--------------------|---------------------------|------------|
| <b>UNAVAILABLE</b> | <b>Department Total =</b> | 107,878.71 |
|--------------------|---------------------------|------------|

### Economic Develop

|                                 |                                    |        |
|---------------------------------|------------------------------------|--------|
| Buena Vista Abstract & Title Co | Sunset Bay Abstract                | 100.00 |
| Buena Vista Co Recorder         | #4 LMI Housing Amendment Recording | 52.00  |
| Evertex Inc                     | Cell Phone Service Mar 2014        | 33.74  |
| Wide Open West                  | Phone Service March 2014           | 29.16  |

|                         |                           |        |
|-------------------------|---------------------------|--------|
| <b>Economic Develop</b> | <b>Department Total =</b> | 214.90 |
|-------------------------|---------------------------|--------|

### SLADC

|                   |                    |           |
|-------------------|--------------------|-----------|
| Storm Lake United | Payment #5 FY 2014 | 11,333.00 |
|-------------------|--------------------|-----------|

|              |                           |           |
|--------------|---------------------------|-----------|
| <b>SLADC</b> | <b>Department Total =</b> | 11,333.00 |
|--------------|---------------------------|-----------|

### #4 LMI Housing URA

|                          |                                        |       |
|--------------------------|----------------------------------------|-------|
| Buena Vista Co Treasurer | Property Taxes 2012- 10th St Townhomes | 77.00 |
|--------------------------|----------------------------------------|-------|

|                           |                           |       |
|---------------------------|---------------------------|-------|
| <b>#4 LMI Housing URA</b> | <b>Department Total =</b> | 77.00 |
|---------------------------|---------------------------|-------|

### Legal Services

|                       |                                       |        |
|-----------------------|---------------------------------------|--------|
| Ahlers & Cooney, P.C. | Legal Services- Police Medicaid Issue | 50.00  |
| Havens & Havens       | 1st Quarter 2014 Council Meetings     | 500.00 |

|                       |                           |        |
|-----------------------|---------------------------|--------|
| <b>Legal Services</b> | <b>Department Total =</b> | 550.00 |
|-----------------------|---------------------------|--------|

### City Hall Building

|                              |                                    |        |
|------------------------------|------------------------------------|--------|
| Alliant Energy               | Gas Service Jan/Feb 2014           | 554.58 |
| Evertex Inc                  | Cell Phone Service Mar 2014        | 19.25  |
| Genesis Development          | Janitorial Services- February 2014 | 200.00 |
| MS Door Service Ltd          | Pest Services- January 2014        | 23.00  |
| Neuroth Kevin                | Garbage Service February 2014      | 27.00  |
| Recycle Center Harold Rowley | Commercial Waste                   | 10.00  |
| Schumacher Elevator Company  | Elevator Maintenance               | 182.55 |
| Wide Open West               | Phone Service March 2014           | 100.08 |

|                           |                           |          |
|---------------------------|---------------------------|----------|
| <b>City Hall Building</b> | <b>Department Total =</b> | 1,116.46 |
|---------------------------|---------------------------|----------|

### Other Policy & Administration

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

# Checks for Approval Report

From: 03/04/14 To 03/17/14  
User: tyler.gibbins

|                                           |                                                  |          |
|-------------------------------------------|--------------------------------------------------|----------|
| Buena Vista Co Treasurer                  | Property Taxes 2012- 522 Terrence                | 91.00    |
| Buena Vista Stationery & Print Inc        | Office Supplies                                  | 26.00    |
| Buena Vista Stationery & Print Inc        | Office Supplies                                  | 9.46     |
| Central Bank                              | Annual Subscription 2014                         | 75.00    |
| Central Bank                              | Des Moines Register Subscription Feb 2014        | 9.80     |
| Central Bank                              | Conference Registration                          | 63.34    |
| Central Bank                              | Meeting Expense                                  | 8.00     |
| Jones Mike                                | Reimbursement for Bingo Pizza Prize- Street Dept | 109.06   |
| NW Iowa Planning & Development Commission | SHIELD FY2014- Final Draw                        | 416.67   |
| Patrick James H                           | Mileage- Patrick- Ames                           | 319.00   |
| ProElect/Professional Electronics         | New Camera (2)                                   | 196.76   |
| ProElect/Professional Electronics         | New Hard Drive                                   | 99.67    |
| Qualified Presort Service, LLC            | City Tidbits                                     | 199.54   |
| Storm Lake Times The                      | Publications                                     | 12.20    |
| Storm Lake Times The                      | Publications                                     | 30.74    |
| Storm Lake Times The                      | Publications                                     | 42.00    |
| Storm Lake Times The                      | Publications                                     | 57.67    |
| Storm Lake Times The                      | Publications                                     | 14.40    |
| Storm Lake Times The                      | Publications                                     | 16.20    |
| Storm Lake Times The                      | Publications                                     | 3.60     |
| Storm Lake Times The                      | Publications                                     | 38.57    |
| Storm Lake Times The                      | Publications                                     | 144.00   |
| Storm Lake United                         | Metro Plains Housing Deposit                     | 1,000.00 |

## Other Policy & Administration

**Department Total =** 2,982.68

## Water Administration

|                                         |                                           |        |
|-----------------------------------------|-------------------------------------------|--------|
| Buena Vista Stationery & Print Inc      | Office Supplies                           | 26.00  |
| Central Bank                            | Annual Subscription 2014                  | 75.00  |
| Central Bank                            | Conference Registration                   | 63.33  |
| Evertex Inc                             | Cell Phone Service Mar 2014               | 35.23  |
| Genesis Development                     | Janitorial Services- February 2014        | 200.00 |
| Iowa Association of Municipal Utilities | Water Dues & Research Assessment- FY14-15 | 734.25 |
| ProElect/Professional Electronics       | New Hard Drive                            | 99.67  |
| ProElect/Professional Electronics       | New Camera (2)                            | 196.76 |
| Qualified Presort Service, LLC          | ACH Statements                            | 92.71  |
| Qualified Presort Service, LLC          | Past Due Notices                          | 53.63  |
| Qualified Presort Service, LLC          | Final Bills                               | 2.52   |
| Qualified Presort Service, LLC          | Monthly Statement                         | 391.98 |
| Springbrook Software, Inc               | February 2014 IVR Transactions            | 15.00  |
| Wide Open West                          | Phone Service March 2014                  | 85.13  |

## Water Administration

**Department Total =** 2,071.21

## Water Plant

|                                      |                             |          |
|--------------------------------------|-----------------------------|----------|
| Alliant Energy                       | Gas Service Jan/Feb 2014    | 1,730.57 |
| Central Bank                         | Conference Hotel            | 201.50   |
| Evertex Inc                          | Cell Phone Service Mar 2014 | 201.04   |
| Foundation Analytical Laboratory Inc | Groundwater Testing         | 360.00   |
| Graffix, Inc                         | Uniform Returns             | -182.37  |
| Graffix, Inc                         | Uniforms                    | 575.77   |
| Hickman, Williams & Company          | Lime                        | 4,435.76 |
| Hickman, Williams & Company          | Lime Freight                | 264.78   |
| Mailboxes & Parcel Depot             | Shipping                    | 11.03    |
| Mike's Electronics Inc               | Well 3 & 19 Repairs         | 275.00   |
| Mike's Electronics Inc               | Water Plant Repairs         | 80.00    |

City of Storm Lake  
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## Checks for Approval Report

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|                               |                                                      |          |
|-------------------------------|------------------------------------------------------|----------|
| Mike's Electronics Inc        | Lime Tank Services                                   | 2,310.00 |
| Mike's Electronics Inc        | Lime Tank Services- Wall Mount                       | 2,120.00 |
| Nasers Mitchell               | Lime Hauling                                         | 1,540.00 |
| Neuroth Kevin                 | Garbage Service February 2014                        | 69.00    |
| O'Reilly Auto Parts           | Reducer                                              | 16.99    |
| PraxAir inc                   | Carbon Dioxide                                       | 646.68   |
| Stanley Mark                  | Angle Iron                                           | 18.39    |
| Star Energy, LLC              | Fuel February 2014                                   | 187.23   |
| Sutton Cory                   | Iowa Rural Conference Travel- Sutton- Des Moines     | 209.52   |
| TestAmerica Laboratories, Inc | Testing Feb 2014 Bacteria                            | 100.00   |
| TestAmerica Laboratories, Inc | Testing Feb 2014 Fluoride                            | 20.00    |
| TestAmerica Laboratories, Inc | Testing Feb 2014 Nitrite                             | 15.00    |
| University of Iowa            | Chlorite Testing                                     | 190.00   |
| University of Iowa            | Chlorite Testing                                     | 190.00   |
| Van's Sanitation, Inc         | Lime Sludge Hauling January 2014                     | 4,452.00 |
| Veenstra & Kimm, Inc          | Engineering Services for Dakota Well to Feb 15, 2014 | 123.20   |
| Wide Open West                | Phone Service March 2014                             | 157.76   |

|                    |                           |                  |
|--------------------|---------------------------|------------------|
| <b>Water Plant</b> | <b>Department Total =</b> | <b>20,318.85</b> |
|--------------------|---------------------------|------------------|

### Water Distribution

|                                           |                                                      |        |
|-------------------------------------------|------------------------------------------------------|--------|
| Alliant Energy                            | Gas Service Jan/Feb 2014                             | 86.85  |
| Arnold Motor Supply, LLP                  | Light                                                | 6.76   |
| City of Storm Lake                        | Replaced Thermostat & Coolant #34(B)                 | 41.96  |
| Evertex Inc                               | Cell Phone Service Mar 2014                          | 33.74  |
| HD Supply Waterworks, Ltd.                | Wrench & Polytape                                    | 72.00  |
| HD Supply Waterworks, Ltd.                | 2 Sleeves                                            | 119.00 |
| HD Supply Waterworks, Ltd.                | Ratchet                                              | 111.00 |
| Iowa Dept of Natural Resources            | Operator ID #9290- Drinking Water Distribution 2 Cei | 60.00  |
| Municipal Supply, Inc.                    | Water Meter                                          | 514.91 |
| NW Iowa Planning & Development Commission | SHIELD FY2014- Final Draw                            | 416.67 |
| Reinert Michael P                         | Welding Wire                                         | 61.34  |
| Reinert Michael P                         | Tubing                                               | 13.30  |
| Star Energy, LLC                          | Fuel February 2014                                   | 513.79 |
| Wide Open West                            | Phone Service March 2014                             | 72.58  |

|                           |                           |                 |
|---------------------------|---------------------------|-----------------|
| <b>Water Distribution</b> | <b>Department Total =</b> | <b>2,123.90</b> |
|---------------------------|---------------------------|-----------------|

### Water Meters

|                  |                    |        |
|------------------|--------------------|--------|
| Star Energy, LLC | Fuel February 2014 | 148.52 |
|------------------|--------------------|--------|

|                     |                           |               |
|---------------------|---------------------------|---------------|
| <b>Water Meters</b> | <b>Department Total =</b> | <b>148.52</b> |
|---------------------|---------------------------|---------------|

### Wastewater Administration

|                                    |                                    |        |
|------------------------------------|------------------------------------|--------|
| Alliant Energy                     | Gas Service Jan/Feb 2014           | 86.85  |
| Buena Vista Stationery & Print Inc | Office Supplies                    | 25.99  |
| Central Bank                       | Conference Registration            | 63.33  |
| Central Bank                       | Annual Subscription 2014           | 75.00  |
| Evertex Inc                        | Cell Phone Service Mar 2014        | 35.22  |
| Genesis Development                | Janitorial Services- February 2014 | 200.00 |
| ProElect/Professional Electronics  | New Hard Drive                     | 99.66  |
| ProElect/Professional Electronics  | New Camera (2)                     | 196.76 |
| Qualified Presort Service, LLC     | Past Due Notices                   | 53.63  |
| Qualified Presort Service, LLC     | ACH Final Bills                    | 0.57   |
| Qualified Presort Service, LLC     | ACH Statements                     | 92.71  |
| Qualified Presort Service, LLC     | Monthly Statement                  | 391.98 |

City of Storm Lake  
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From: 03/04/14 To 03/17/14  
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|                                |                          |       |
|--------------------------------|--------------------------|-------|
| Qualified Presort Service, LLC | Final Bills              | 2.51  |
| Wide Open West                 | Phone Service March 2014 | 99.70 |

**Wastewater Administration**

**Department Total = 1,423.91**

**Wastewater Treatment Plant**

|                                      |                                                    |          |
|--------------------------------------|----------------------------------------------------|----------|
| Alliant Energy                       | Gas Service Jan/Feb 2014                           | 1,953.00 |
| Buena Vista Co Treasurer             | Property Taxes 2012- Sievers Property              | 486.00   |
| Buena Vista Co Treasurer             | Property Taxes 2012- Land                          | 8.00     |
| Buena Vista Co Treasurer             | Property Taxes 2012- Farmground                    | 372.00   |
| Central Bank                         | Switches                                           | 371.75   |
| City of Storm Lake                   | Serviced #30                                       | 54.51    |
| City of Storm Lake                   | Serviced #59                                       | 49.27    |
| Crescent Electric Supply Co          | Comm PLC Fuses                                     | 15.00    |
| Crescent Electric Supply Co          | Hillshire Sample Building Lights                   | 12.93    |
| Evertex Inc                          | Cell Phone Service Mar 2014                        | 230.71   |
| Fareway Store #461                   | Lab DI Water                                       | 220.50   |
| Fisher Scientific Company, LLC       | Stirrer Analog- No Tax                             | 336.21   |
| Fisher Scientific Company, LLC       | Probe Membranes- No Tax                            | 83.14    |
| Foundation Analytical Laboratory Inc | TKN, N, P Testing                                  | 742.00   |
| Foundation Analytical Laboratory Inc | TKN, TP, TN Testing                                | 265.00   |
| Graffix, Inc                         | Uniforms                                           | 336.08   |
| Grainger Inc W.W.                    | Safety Climbing Lanyard                            | 189.05   |
| Iowa Dept of Natural Resources       | Operator ID #8660- Drinking Water Treatment & Dist | 60.00    |
| Iowa Office Supply Inc               | Copier Agreement                                   | 15.33    |
| IWPCA Biosolids Committee            | IAWEA Biosolids Conf- Rainforth Registration       | 105.00   |
| IWPCA Biosolids Committee            | IAWEA Biosolids Conf- Kleespies Registration       | 105.00   |
| Larson Oil & Distributing Co, Inc    | BFP Building Propane                               | 1,107.70 |
| Lou's Gloves, Inc                    | Lab Gloves                                         | 86.00    |
| Mailboxes & Parcel Depot             | Shipping- Eco Rock Sample                          | 69.15    |
| Mike's Electronics Inc               | Cmore & Memorial Program- No Tax                   | 185.00   |
| Mike's Electronics Inc               | New D.O. Probe Program                             | 80.00    |
| Mike's Electronics Inc               | Cmore & Alarms                                     | 95.00    |
| Napa Auto Parts                      | Oil                                                | 44.04    |
| NCL of Wisconsin Inc                 | Lab Supplies                                       | 479.15   |
| Neuroth Kevin                        | Garbage Service February 2014                      | 62.75    |
| Neuroth Kevin                        | Extra Pick Up/ Extra Trash                         | 152.55   |
| Neuroth Kevin                        | Garbage Service January 2014                       | 215.30   |
| Recycle Center Harold Rowley         | Appliances                                         | 180.00   |
| Sanitary Services, Inc               | Memorial Grit Haul                                 | 470.00   |
| Star Energy, LLC                     | Fuel February 2014                                 | 646.39   |
| US Peroxide, LLC                     | February 2014 Maintenance Agreement                | 750.00   |

**Wastewater Treatment Plant**

**Department Total = 10,633.51**

**Wastewater Collection**

|                                           |                                                   |            |
|-------------------------------------------|---------------------------------------------------|------------|
| Eriksen Construction Co, Inc              | Pay Estimate #7 of Contract #4 through 2/28/2014  | 157,744.39 |
| Eriksen Construction Co, Inc              | Pay Estimate #7 of Contract #4 through 2/28/2014  | 21,032.58  |
| Eriksen Construction Co, Inc              | Pay Estimate #7 of Contract #4 through 2/28/2014  | 31,548.88  |
| Gridor Construction, Inc                  | Pay Estimate #11 of Contract #5 through 2/28/2014 | 146,406.04 |
| Gridor Construction, Inc                  | Pay Estimate #11 of Contract #5 through 2/28/2014 | 19,520.81  |
| Gridor Construction, Inc                  | Pay Estimate #11 of Contract #5 through 2/28/2014 | 29,281.20  |
| Magney Construction Inc                   | Pay Estimate #1 of Contract #6 through 2/28/2014  | 309,024.55 |
| NW Iowa Planning & Development Commission | SHIELD FY2014- Final Draw                         | 416.66     |
| Star Energy, LLC                          | Fuel February 2014                                | 264.68     |

**Wastewater Collection**

**Department Total = 715,239.79**

City of Storm Lake  
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Checks for Approval Report

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**Landfill**

|                                |                   |        |
|--------------------------------|-------------------|--------|
| Qualified Presort Service, LLC | Monthly Statement | 391.98 |
| Qualified Presort Service, LLC | Past Due Notices  | 53.62  |
| Qualified Presort Service, LLC | Final Bills       | 2.51   |
| Qualified Presort Service, LLC | ACH Statements    | 92.70  |

**Landfill**

**Department Total = 540.81**

**Storm Water Administration**

|                                           |                                    |        |
|-------------------------------------------|------------------------------------|--------|
| Central Bank                              | Annual Subscription 2014           | 75.00  |
| Central Bank                              | Meeting Expense                    | 43.81  |
| Evertex Inc                               | Cell Phone Service Mar 2014        | 3.62   |
| Genesis Development                       | Janitorial Services- February 2014 | 200.00 |
| NW Iowa Planning & Development Commission | SHIELD FY2014- Final Draw          | 416.66 |
| Qualified Presort Service, LLC            | ACH Statements                     | 92.70  |
| Qualified Presort Service, LLC            | Past Due Notices                   | 53.62  |
| Qualified Presort Service, LLC            | Final Bills                        | 2.51   |
| Qualified Presort Service, LLC            | Monthly Statement                  | 391.98 |
| Uline                                     | Tubing                             | 79.62  |

**Storm Water Administration**

**Department Total = 1,359.52**

**Storm Water Collection**

|                      |                                        |           |
|----------------------|----------------------------------------|-----------|
| Bolton & Menk, Inc   | Engineering Services- North Central SW | 13,784.00 |
| Storm Lake Times The | Publications                           | 25.80     |

**Storm Water Collection**

**Department Total = 13,809.80**

**UNAVAILABLE**

|                 |                                 |        |
|-----------------|---------------------------------|--------|
| Salus LLC       | Feb 2014 Membership Discount    | 200.00 |
| Wiebers Fitness | Healthy Eating Challenge Prizes | 640.00 |
| Wiebers Fitness | February 2014 Punches/Discounts | 366.13 |

**UNAVAILABLE**

**Department Total = 1,206.13**

**Vehicle Maintenance**

|                          |                                              |        |
|--------------------------|----------------------------------------------|--------|
| Arnold Motor Supply, LLP | Battery                                      | 262.24 |
| Arnold Motor Supply, LLP | Brake Clean                                  | 26.28  |
| Arnold Motor Supply, LLP | Brakes, Caliper, & Supplies                  | 298.98 |
| Arnold Motor Supply, LLP | Radiator for T-3                             | 485.65 |
| Arnold Motor Supply, LLP | Supplies for T-3                             | 16.89  |
| Arnold Motor Supply, LLP | Supplies                                     | 6.16   |
| Arnold Motor Supply, LLP | Gasket Kit                                   | 57.01  |
| Arnold Motor Supply, LLP | Filters, Switches, Supplies for Inventory    | 502.72 |
| Arnold Motor Supply, LLP | Radiator for #136                            | 300.29 |
| Arnold Motor Supply, LLP | Spark Plug for Gator                         | 6.57   |
| Arnold Motor Supply, LLP | Spark Plug & Wire Set                        | 46.92  |
| Arnold Motor Supply, LLP | Spark Plug, Sensor Cleaner, & Fuel Treatment | 15.39  |
| Arnold Motor Supply, LLP | Air Filter                                   | 12.09  |
| Arnold Motor Supply, LLP | Materials                                    | 25.46  |
| Arnold Motor Supply, LLP | Dipstick for #7                              | 6.30   |
| Arnold Motor Supply, LLP | Battery                                      | 98.77  |
| Arnold Motor Supply, LLP | Winter Blend                                 | 14.98  |

City of Storm Lake  
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|                              |                                           |        |
|------------------------------|-------------------------------------------|--------|
| Arnold Motor Supply, LLP     | Cable & Supplies                          | 13.58  |
| Arnold Motor Supply, LLP     | Tools                                     | 58.76  |
| Arnold Motor Supply, LLP     | Air Filter & Supplies                     | 57.93  |
| Arnold Motor Supply, LLP     | Clamps                                    | 2.20   |
| Central Bank                 | Small Engine                              | 410.00 |
| Deere Credit Inc             | Thermostat & Gasket #34                   | 12.26  |
| Dultmeier Sales LLC          | Pump for Inventory- Shipping from Factory | 272.20 |
| Fastenal Company             | Supplies                                  | 116.24 |
| Graham Tire                  | Services to Truck #13                     | 425.80 |
| North Lake Truck Repair      | Plug Seal Cover                           | 4.48   |
| North Lake Truck Repair      | Antena                                    | 15.98  |
| North Lake Truck Repair      | Cap Oil Hub                               | 34.92  |
| O'Reilly Auto Parts          | Extension                                 | 6.99   |
| Rasmussen's                  | Key Programing A-7 (Airport)              | 101.16 |
| Storm Lake Hydraulics Co Inc | Hose Ends, Clamps, & Supplies             | 259.92 |
| Storm Lake Hydraulics Co Inc | Hose Ends, Clamps, & Hydraulic Hoses #59  | 139.39 |
| Storm Lake Hydraulics Co Inc | Hose Ends & Adaptors                      | 81.30  |
| Van Keppel, LLC Scott        | Light Bulbs (4)                           | 171.28 |

**Vehicle Maintenance**

**Department Total =** 4,367.09

**Technology**

|                          |                             |          |
|--------------------------|-----------------------------|----------|
| Rebnord Technologies Inc | Scanner                     | 749.95   |
| Rebnord Technologies Inc | 2 Factor Auth               | 375.00   |
| Rebnord Technologies Inc | My AntiSpam                 | 75.00    |
| Rebnord Technologies Inc | IT Service Agreement        | 3,200.00 |
| Wide Open West           | Internet Service March 2014 | 661.95   |

**Technology**

**Department Total =** 5,061.90

**Grand Total =** 1,066,434.51

**King's Pointe Resort**  
**Disbursements 2/25/2014 through 3/05/2014**

| <b>Vendor Name</b>                | <b>Description</b> | <b>Amount</b> |
|-----------------------------------|--------------------|---------------|
| ACCO                              | supplies           | 404.60        |
| Ace Hardware                      | supplies           | 81.34         |
| American Hotel Register Co.       | supplies           | 252.92        |
| Ameripride Services               | supplies           | 2,037.41      |
| A-1 Preferred                     | supplies           | 728.75        |
| Aramark Uniform Services          | uniforms, linens   | 567.96        |
| Chelsea Bork (2)                  | reimbursement      | 1,203.33      |
| Budget Lighting, Inc.             | supplies           | 292.15        |
| Bunkers Feed & Supply Inc.        | supplies           | 1.00          |
| Carlisle Ryan Digital Services    | supplies           | 453.92        |
| Carroll Broadcasting Co.          | advertising        | 400.00        |
| City of Storm Lake                | water, ??          | 2,583.88      |
| Color-ize                         | supplies           | 2,579.32      |
| Comm 1st Broadcasting - KKIA/KAYL | advertising        | 700.00        |
| Copper Cottage                    | repairs            | 953.86        |
| Daniels Filter Service            | supplies           | 485.12        |
| Whitney Dickinson                 | reimbursement      | 93.46         |
| Ed M. Feld Equipment Co. Inc.     | supplies           | 119.70        |
| Nick Edwards                      | reimbursement      | 75.00         |
| Fairway Outdoor Funding           | billboard          | 450.00        |
| Ferguson Enterprises, Inc.        | supplies           | 13.60         |
| First National Bank               | credit card        | 569.66        |
| Graffix Inc DBA Wall of Fame      | uniforms           | 574.00        |
| Hamco Walker Paper Company        | supplies           | 157.95        |
| Hard Tops of Iowa                 | repairs            | 1,105.00      |
| Hy-Vee Food Stores (2)            | food               | 409.98        |
| Iowa Office Supply                | supplies           | 349.61        |
| Iowa Park and Recreation Assn     | advertising        | 685.00        |
| J Dan Skinner.com, Inc.           | tech support       | 25.00         |
| Julius Cleaners                   | mat cleaning       | 8.00          |
| Kineth Hotel Corporation          | payroll            | 67,264.66     |
| KSUX Radio/ KSCJ                  | advertising        | 1,096.20      |
| Lake Electric Supply              | supplies           | 50.75         |
| McCrea Enterprises/Vista Paint    | supplies           | 67.90         |
| Olsen Welding & Machine Shop      | supplies           | 290.00        |
| Orkin Exterminating Inc           | pest control       | 135.00        |
| Pepsi-Cola Bottling Co            | beverages          | 1,855.81      |
| Pilot Tribune                     | advertising        | 1,755.42      |
| Pinnacle West                     | supplies           | 376.00        |
| Powercard                         | supplies           | 361.30        |
| Proelect                          | repairs            | 78.99         |
| Probuild Company                  | supplies           | 59.22         |
| Rebnord Technologies Inc. (2)     | tech support       | 3,303.23      |
| Rent-All Inc.                     | rental             | 2.57          |
| Jayme Riedell                     | reimbursement      | 617.84        |
| Sceptre Hospitality Resources     | supplies           | 1,583.39      |
| Schumacher Elevator Co.           | elevator service   | 889.17        |
| Seminole Retail Energy Serv.      | utilities          | 24,583.37     |
| Shoe for Crews                    | supplies           | 46.96         |
| Signal Systems Inc                | supplies           | 60.00         |
| The Storm Lake Times              | advertising        | 2,403.92      |
| Storm Lake Chamber                | advertising        | 25.00         |
| Sunrise Pointe Golf Course        | passes, cart fees  | 4,815.00      |
| Sysco Guest Supply LLC            | supplies           | 281.99        |
| Townsquare Media Sioux Falls      | advertising        | 1,320.00      |
| Treasurer State of Iowa           | sales tax          | 14,500.00     |

|                                   |               |           |
|-----------------------------------|---------------|-----------|
| Ty Inc.                           | supplies      | 189.53    |
| US Foods                          | food          | 13,194.66 |
| Vizergy                           | web support   | 2,060.00  |
| Water Safety Products             | supplies      | 562.00    |
| Young Broadcasting/KELO TV        | advertising   | 3,500.00  |
| Al's Liquor                       | beverages     | 182.32    |
| Bomgaars Supply Inc.              | supplies      | 114.99    |
| Jacob Doerksen                    | reimbursement | 158.85    |
| Doll Distributing                 | beverages     | 422.70    |
| Employees (3)                     | reimbursement | 507.00    |
| Johnson Brothers/ Iowa Wine & Bev | beverages     | 43.00     |
| Sara Kreutz                       | entertainment | 100.00    |

|               |                   |
|---------------|-------------------|
| <b>Totals</b> | <b>167,220.26</b> |
|---------------|-------------------|

**Sunrise Pointe Golf Course**  
**Disbursements 2/12/2014 through 2/24/2014**

|                              |            |          |
|------------------------------|------------|----------|
| Color-ize                    | supplies   | 114.50   |
| Daniels Filter Service       | supplies   | 54.06    |
| Julius Cleaners              | cleaning   | 3.80     |
| Kineth Hotel Corporation (2) | payroll    | 375.81   |
| King's Pointe Resort         | management | 4,287.92 |
| Alliant Energy               | utilities  | 1,132.05 |

|               |                 |
|---------------|-----------------|
| <b>Totals</b> | <b>5,968.14</b> |
|---------------|-----------------|

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, MARCH 3, 2014, 5:00 P.M.**

Present: Mayor Jon Kruse, Council Members Dan Anderson, Bruce Engelmann, David Walker, Sara Huddleston, and Mike Porsch. Absent: None. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Fire Chief Mike Jones, Infrastructure Superintendent Pat Kelly, Doug Rainforth Water Quality Manager, Todd Allen Water Plant Superintendent, Jacob Stewart Wastewater Plant Superintendent, Elizabeth Huff Library Director, Jennifer Movall Finance Department Manager, and Justin Yarosevich City Clerk.

Mayor Kruse called the meeting to order at 5:02PM.

**Hear the Public** – None

**Consent Agenda** – Moved by Council Member Huddleston to approve the consent agenda which included checks #45133 through #45258, minutes from the February 17, 2014 and February 27, 2014 council meetings, new liquor license for One Stop Shop, cigarette permit for One Stop Shop, and noise variance for Yellow Light Foundation on Saturday, September 6, 2014 between the hours of 12:00pm and 3:00pm in AWAYSIS Park. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

**Zoning Ordinance** – The Council heard several comments on the proposed changes to the zoning ordinance.

Bruce Nelson 929 Angier Drive thought that the setbacks should not be shrunk down any further than 10 feet that are in the current zoning ordinance.

The following people spoke against the change in the zoning from R2 to Institutional in the BVU/Methodist Manor area: Ann and Carol Grundmeier 404 Terrence, Rob Smith 919 Lighthouse Drive, and Ellen Holmgren 410 Terrence. They requested leaving the designation as is and if BVU or Methodist Manor wanted to develop the property then the neighbors would have the opportunity to speak. Didn't feel the City should make it easier for BVU or Methodist Manor.

The following people spoke against the change in the zoning from R1 to R2 in North Emerald Park area: , John Bartholomew 113 North Emerald Drive, Cory Hawkins 105 North Emerald Drive, Brad Bernhardt 105 Spring Court, Troy Clark 111 North Emerald Drive, and. Thoughts were the change in zoning would create more traffic, allow structures to be closer, and take away the lake view.

Steve Roth was present and was in favor of the R2 zoning change in the North Emerald Park area.

Moved by Council Member Walker to pass on 1<sup>st</sup> reading Ordinance No. 07-O-2013-2014 amending the City of Storm lake zoning and subdivision regulations and adopting

the official zoning map. Seconded by Council Member Porsch. Vote: Walker, Porsch and Engelmann – Aye; Anderson and Huddleston – Nay. Motion carried.

**FY 2014-2015 Budget** – Mayor Kruse opened the public hearing on the FY 2014-2015 Budget stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Engelmann to adopt Resolution No. 66-R-2013-2014 adopting the Fiscal Year 2014-2015 Budget. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

## **RESOLUTION NO. 66-R-2013-2014**

### **RESOLUTION ADOPTING THE 2014-2015 FISCAL YEAR BUDGET FOR THE CITY OF STORM LAKE, IOWA**

Be it Resolved by the Council of the City of Storm Lake, Iowa:

Whereas the proposed budget has been published as required by law, and

Whereas the City Council has held a public hearing as required by law, and

Whereas all transfer of funds must be approved by resolution of the City Council.

NOW THEREFORE BE IT RESOLVED that the annual budget for the fiscal year ending June 30, 2015, as set forth in the Budget Summary and in the detailed budget in support thereof showing the revenue estimates, transfers and appropriation expenditures and allocations to program activities for said fiscal year be adopted.

|                                                       |           | <b>Budget FY<br/>2015</b> | <b>Re-est. FY<br/>2014</b> | <b>Actual FY<br/>2013</b> |
|-------------------------------------------------------|-----------|---------------------------|----------------------------|---------------------------|
|                                                       |           | (a)                       | (b)                        | (c)                       |
| <b><u>Revenues &amp; Other Financing Sources</u></b>  |           |                           |                            |                           |
| Taxes Levied on Property                              | 1         | 3,698,697                 | 3,755,706                  | 3,552,240                 |
| Less: Uncollected Property Taxes-Levy Year            | 2         | 0                         | 0                          | 0                         |
| <b>Net Current Property Taxes</b>                     | <b>3</b>  | <b>3,698,697</b>          | <b>3,755,706</b>           | <b>3,552,240</b>          |
| Delinquent Property Taxes                             | 4         | 0                         | 0                          | 0                         |
| TIF Revenues                                          | 5         | 677,061                   | 670,878                    | 634,492                   |
| Other City Taxes                                      | 6         | 1,506,198                 | 1,517,626                  | 1,595,424                 |
| Licenses & Permits                                    | 7         | 581,200                   | 676,200                    | 163,414                   |
| Use of Money and Property                             | 8         | 152,018                   | 146,162                    | 165,372                   |
| Intergovernmental                                     | 9         | 7,538,918                 | 11,451,625                 | 5,036,948                 |
| Charges for Services                                  | 10        | 12,419,223                | 12,013,181                 | 11,981,713                |
| Special Assessments                                   | 11        | 0                         | 0                          | 0                         |
| Miscellaneous                                         | 12        | 905,800                   | 902,201                    | 1,001,500                 |
| Other Financing Sources                               | 13        | 7,194,472                 | 11,298,386                 | 14,430,268                |
| <b>Total Revenues and Other Sources</b>               | <b>14</b> | <b>34,673,587</b>         | <b>42,431,965</b>          | <b>38,561,371</b>         |
| <b><u>Expenditures &amp; Other Financing Uses</u></b> |           |                           |                            |                           |

|                                                                                    |    |            |            |            |
|------------------------------------------------------------------------------------|----|------------|------------|------------|
| Public Safety                                                                      | 15 | 2,864,993  | 2,744,376  | 2,650,608  |
| Public Works                                                                       | 16 | 1,268,025  | 1,247,612  | 1,340,842  |
| Health and Social Services                                                         | 17 | 10,500     | 4,500      | 3,504      |
| Culture and Recreation                                                             | 18 | 1,679,413  | 1,618,449  | 1,559,731  |
| Community and Economic Development                                                 | 19 | 633,611    | 597,366    | 510,162    |
| General Government                                                                 | 20 | 423,308    | 420,028    | 445,610    |
| Debt Service                                                                       | 21 | 1,979,462  | 2,031,398  | 1,897,222  |
| Capital Projects                                                                   | 22 | 2,229,380  | 4,008,435  | 1,777,616  |
| <b>Total Government Activities Expenditures</b>                                    | 23 | 11,088,692 | 12,672,164 | 10,185,295 |
| Business Type / Enterprises                                                        | 24 | 18,864,227 | 25,299,495 | 15,375,283 |
| <b>Total ALL Expenditures</b>                                                      | #  | 29,952,919 | 37,971,659 | 25,560,578 |
| Transfers Out                                                                      | 27 | 6,592,444  | 7,982,239  | 4,548,670  |
| <b>Total Expenditures/Transfers Out</b>                                            | #  | 36,545,363 | 45,953,898 | 30,109,248 |
| <b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b> | #  | -1,871,776 | -3,521,933 | 8,452,123  |
| <b>Continuing Appropriation</b>                                                    |    | 0          | 0          |            |
| Beginning Fund Balance July 1                                                      | 30 | 15,178,698 | 18,700,631 | 10,248,508 |
| <b>Ending Fund Balance June 30</b>                                                 | 31 | 13,306,922 | 15,178,698 | 18,700,631 |

PASSED AND APPROVED this 3<sup>rd</sup> day of March, 2014.

\_\_\_\_\_  
Jon F. Kruse, Mayor

ATTEST:

\_\_\_\_\_  
Justin Yarosevich, City Clerk

**CIP Plan** – May Kruse opened the public hearing on the FY 2015-2019 Five-Year Capital Improvements Plan 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 to adopt Resolution No. 67-R-2013-2014 adopting the City of Storm Lake 5-Year Capital Improvements Plan. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

#### **RESOLUTION NO. 67-R-2013-2014**

#### **RESOLUTION ADOPTING THE CITY OF STORM LAKE 5-YEAR CAPITAL IMPROVEMENTS PLAN**

WHEREAS, the City of Storm Lake has a need to develop a 5-Year Capital Improvements Plan that will assist city staff and the City Council in the development of long term capital funding priorities; and

WHEREAS, each department of the City of Storm Lake has submitted and prioritized potential projects for the next five fiscal years; and

WHEREAS, the City Manager and City Council have reviewed and prioritized those projects based on potential funding sources in each fund; and

WHEREAS, the proposed 5-Year Capital Improvements Plan has been reviewed and commented on by the City Council during their Budget Workshop in February 2014,

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Storm Lake City Council formally approves the City's FY 2015-2019 5-Year Capital Improvement Plan as a planning document for the entire city organization.

PASSED AND APPROVED this 3<sup>rd</sup> day of March, 2014.

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Jon F. Kruse, Mayor

ATTEST:

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Justin Yarosevich, City Clerk

**MAP 21 Applications** – Moved by Council Member Walker to authorize submittal of a MAP 21 application for the Highway 7 widening from Barton to Northwestern project. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Moved by Council Member Anderson to authorize submittal of a MAP 21 application for the Oneida Street Reconstruction from Highway 7 to Railroad Street. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

**W. 5<sup>th</sup> Street Project** – Moved by Council Member Huddleston to adopt Resolution No. 68-R-2013-2014 accepting and awarding the bid to Blacktop Service Co. of Humboldt, Iowa for the 2014 Street Improvement Project – HMA Resurfacing with Milling, West Fifth Street from Vista Drive to Lake Avenue. Bid amount \$922,146.52. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

#### **RESOLUTION NO. 68-R-2013-2014**

#### **RESOLUTION ACCEPTING AND AWARDING BID FOR THE CITY OF STORM LAKE 2014 STREET IMPROVEMENT PROJECT – HMA RESURFACING WITH MILLING, WEST FIFTH STREET FROM VISTA DRIVE TO LAKE AVENUE**

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

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake 2014 Street Improvement Project – HMA Resurfacing with Milling, West Fifth Street from Vista Drive to Lake Avenue, described in the plans and specifications heretofore adopted by this Council on February 3, 2014 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

|                 |                                          |
|-----------------|------------------------------------------|
| Contractor:     | Blacktop Service Co. from Humboldt, Iowa |
| Amount of bid:  | \$922,146.52                             |
| Portion of bid: | All                                      |

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

PASSED AND APPROVED this 3<sup>rd</sup> day of March, 2014.

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Jon F. Kruse, Mayor

ATTEST:

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Justin Yarosevich, City Clerk

**Urban Revitalization Plan** – Mayor Kruse opened the public hearing on Amendment #1 to the Storm Lake Urban Revitalization Plan 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. 69-R-2013-2014 adopting Amendment #1 to the Storm Lake Urban Revitalization Plan. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

#### **RESOLUTION NO. 69-R-2013-2014**

##### **RESOLUTION ADOPTING AMENDMENT NO. 1 TO STORM LAKE URBAN REVITALIZATION PLAN**

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the "Act") the City of Storm Lake, Iowa, may designate an area of the City as a revitalization area, if that area meets the criteria of Section 404.1 of the Act; and

WHEREAS, by Resolution No. 48-R-2004-2005 adopted February 21, 2005, the City Council has determined that certain areas within the City of Storm Lake can be revitalized and the potential for permitted commercial and residential development enhanced by the adoption of an Urban Revitalization plan, as authorized by Chapter 404,

Code of Iowa; and

WHEREAS, the City of Storm Lake finds that the rehabilitation, conservation, redevelopment, economic development, or a combination thereof of the Area is necessary in the interest of the public health, safety, and welfare of the residents of the City of Storm Lake and that the adoption of Amendment No. 1 to the Urban Revitalization Plan substantially meets criteria established in Section 404.1 of the Code of Iowa as being a qualified revitalization area; and

Field Code Ch

WHEREAS, a proposed Amendment No. 1 ("Amendment") to Storm Lake Urban Revitalization Plan (the "Plan") has been prepared, the purpose of which is to extend the expiration date of the Plan, amend the legal description to include the entire City limits as of January 1, 2014, provide that future annexed property shall be automatically included within the Area, and prohibit any eligibility for exemptions under this Plan for properties located within a current or future urban renewal area; and

WHEREAS, the property within the Area, as amended by Amendment No. 1, is legally described as follows:

Entire corporate limits as of January 1, 2014. The Area shall also include all area annexed into the City after January 1, 2014, effective immediately upon the effective date of the annexation of such area.

WHEREAS, after published notice was given, as required by the Act, the City Council held a public hearing on March 3, 2014, at 5:00 o'clock p.m., on the Amendment No. 1 to Storm Lake Urban Revitalization Plan (the "Plan") and considered all objections, comments, and evidence presented.

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

Section 1. That all objections received, if any, at the public hearing referred to in the preamble above are found to be without sufficient merit to warrant amending the proposed Amendment No. 1 to Storm Lake Urban Revitalization Plan.

Section 2. That the proposed Amendment No. 1 be adopted in the form attached as Exhibit 1 to this Resolution and, accordingly, the Amendment No. 1 to Storm Lake Urban Revitalization Plan should include the property described above.

Section 3. That the Amendment No. 1 to Storm Lake Urban Revitalization Plan as it is described in the proposed Amendment is approved, and that it is the intention of the Council to designate by ordinance said Amendment No. 1 to Storm Lake Urban Revitalization Area, a revitalization area under the Act.

Section 4. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 3<sup>rd</sup> day of March, 2014.

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Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

**EXHIBIT 1**

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**URBAN REVITALIZATION PLAN**

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**STORM LAKE REVITALIZATION AREA**

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**CITY OF STORM LAKE, IOWA**

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**February, 2005  
Amendment #1 – March, 2014**

**SIMMERING-CORY, INC.**

## AMENDMENT #1 TO STORM LAKE URBAN REVITALIZATION PLAN

The City of Storm Lake (“City”) Urban Revitalization Plan (“Revitalization Plan” or “Urban Revitalization Plan”) for the Storm Lake Urban Revitalization Area (“Revitalization Area” or “Area”), dated February 2005, is being amended to:

- (a) extend the expiration date of the Plan to January 1, 2024;
- (b) prohibit any eligibility for exemptions under this Plan for properties located within an urban renewal area;
- (c) to amend the description of the Area to include the entire City limits as of January 1, 2014, thus including all annexed areas since the Original Plan was adopted in 2005; and
- (d) provide that future annexed property shall be automatically included within the Area upon the effective date of annexation.

Except as modified by this Amendment #1 (“Amendment”), the provisions of the original Storm Lake Urban Revitalization Plan are hereby ratified, confirmed and approved and shall remain in full force and effect as provided therein.

### **C. DESCRIPTION OF THE AREA**

The original Storm Lake Revitalization Area (“Area”) included the entire area within the corporate limits as it existed on February 21, 2005, except that part of the City located south of Richland Street and east of Flint Drive. The excepted area had been designated as an Urban Renewal Area. The City has now determined to include the entire City within the Revitalization Area. However, all property within the City that is within a current or future Urban Renewal Area will not be eligible for any benefits under this Plan. (See Section R.)

The legal description of the Urban Revitalization Area is attached as Exhibit A.

Section J Modified: Section J of the Storm Lake Urban Revitalization Plan is hereby repealed and the following adopted in lieu thereof:

### **J. TIME FRAME**

The Area shall be eligible for tax abatement under the Revitalization Plan until January 1, 2024. This means the improvements must be completed during the 2023 calendar year so that the assessor can make a full assessment of the improvements as of January 1, 2024. If, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, the City Council may repeal the ordinance establishing the Revitalization Area, pursuant to Section 404.7 of the Code of Iowa at any time prior to February

1, 2024. In the event the ordinance is repealed, all existing exemptions shall continue until their expiration. The City may also extend the time period for tax abatement at any time.

Section K Modified: Section K of the Storm Lake Urban Revitalization Plan is hereby repealed and the following adopted in lieu thereof:

#### **K. EXEMPTIONS**

All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the improvements. The exemption is for a period of five (5) years.

All qualified real estate assessed as commercial property is eligible to receive a fifty percent (50%) exemption from taxation on the actual value added by the improvements. The exemption is for a period of three (3) years.

No exemption is applicable to commercial property that consists of three or more separate living quarters with at least 75% of the space used for residential use or for property classified as multiresidential property.

Section N Modified: Section N of the Storm Lake Urban Revitalization Plan is hereby repealed and the following adopted in lieu thereof:

#### **N. OTHER SOURCES OF REVITALIZATION FUNDS**

The City encourages the investment and reinvestment of funds to construct new or rehabilitate existing residential properties in the community. As such, the City has a history of utilizing various funding sources, including CDBG (Community Development Block Grant) and IFA (Iowa Finance Authority) programs for financing improvements to residential properties.

It is not the intention of the City of Storm Lake to prohibit the use of these or other appropriate federal or state revitalization or incentive programs within the Revitalization Area.

New Section R: The Storm Lake Urban Revitalization Plan is amended by adding a new Section R, which is adopted to read as follows:

#### **R. EXCLUSION OF BENEFITS IN URBAN RENEWAL AREAS**

Property located within any current or future Urban Renewal Area established in the City is ineligible for any Exemptions under this Plan.

Accordingly, in the future, as boundaries of existing or future Urban Renewal Areas are amended, or if new Urban Renewal Areas are established or modified, the land area within such Urban Renewal Areas shall automatically become ineligible for Exemptions under Section K of this Urban Revitalization Plan, without the need for an amendment to the Urban Revitalization Plan.

Likewise, if in the future, an Urban Renewal Plan expires or if an amendment removes property from an Urban Renewal Area and consequently such land is no longer within an Urban Renewal Area, such land shall automatically become eligible for Exemptions under Section K of this Urban Revitalization Plan, without the need for an amendment to the Urban Revitalization Plan.

A map of the current Urban Renewal Areas is attached hereto as Exhibit B. These areas will be modified in the future. For current information on the boundaries of the City's Urban Renewal Areas, see the City Clerk.

New Section S: The Storm Lake Urban Revitalization Plan is amended by adding a new Section S, which is adopted to read as follows:

**S. ANNEXED AREAS TO BE INCLUDED**

The Urban Revitalization Plan for the Storm Lake Urban Revitalization Area was adopted by Resolution #48-R-2004-2005 on February 21, 2005 (Original Plan).

This Amendment #1 to the Storm Lake Urban Revitalization Plan adds the additional property that has been annexed by the City of Storm Lake since the adoption of the Original Plan. For all property annexed after February 21, 2005, up to and through December 31, 2013, such property is eligible for exemptions under this Urban Revitalization Plan for projects on or after the effective date of this Amendment #1 to the Urban Revitalization Plan.

For all property annexed after January 1, 2014, and in the future, such property shall be automatically included within the Area as of the effective date of annexation and the provisions of the Plan, as amended, shall be applicable to such property.

Note, however, if annexed property is located within a current or future Urban Renewal Plan, as amended, such property is not eligible for abatement, meaning such property is not eligible for the Exemptions under Section K.

## **EXHIBIT A**

### **Legal Description of Urban Revitalization Area**

Entire corporate limits as of January 1, 2014. The Area shall also include all area annexed into the City after January 1, 2014, effective immediately upon the effective date of the annexation of such area.



Moved by Council Member Engelmann to pass on 1<sup>st</sup> reading ordinance No. 08-O-2013-2014 adopting Amendment #1 to the Urban Revitalization Plan. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

**City Sub-Division** – Moved by Council Member Huddleston to approve and engineering agreement with Bolton & Men for engineering work on a potential City Sub-Division. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

**WOW Agreement** – Moved by Council Member Anderson to approve a settlement agreement with WOW for franchise fees. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

**Adjourn** – Moved by Council Member Huddleston to adjourn the meeting at 6:04pm. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

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Jon F. Kruse, Mayor

ATTEST:

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Justin Yarosevich, City Clerk

# M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: MARCH 14, 2014

REFERENCE: LIQUOR LICENSE RENEWAL  
SICHANH LIQUOR STORE  
812 FLINDT DRIVE

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

|                       | 03-13-2012 to<br>03-11-2013 | 03-12-2013 to<br>03-12-2014 |
|-----------------------|-----------------------------|-----------------------------|
| INCIDENTS             |                             |                             |
| 9-1-1 Hang Up Call    | 8                           | 3                           |
| Accident              | 0                           | 1                           |
| Burglar Alarm         | 1                           | 1                           |
| Business Security     | 3                           | 7                           |
| City Code Enforcement | 1                           | 1                           |
| Found Property        | 1                           | 0                           |
| Hit and Run           | 1                           | 1                           |
| Investigation         | 0                           | 1                           |
| Keys Locked in Car    | 1                           | 0                           |
| Motorist Assist       | 1                           | 0                           |
| Pedestrian Stop       | 1                           | 0                           |
| PR/Talk/Presentation  | 1                           | 3                           |
| Reckles Driver        | 0                           | 1                           |
| Station Assignement   | 1                           | 1                           |
| Street Beat           | 1                           | 1                           |
| Theft                 | 0                           | 1                           |
| Vehicle Stop          | 8                           | 2                           |

## ARRESTS

|                                |   |   |
|--------------------------------|---|---|
| Minor In Possession of Alcohol | 0 | 1 |
| Theft                          | 0 | 1 |

Recommendation: Approval of liquor license.

# M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: MARCH 14, 2014

REFERENCE: LIQUOR LICENSE RENEWAL  
SUNRISE POINTE GOLF COURSE  
1528 E LAKESHORE DR

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

|                        | 02-20-12 to<br>03-11-13 | 03-12-2013 to<br>03-12-2014 |
|------------------------|-------------------------|-----------------------------|
| INCIDENTS              |                         |                             |
| Animal Complaint       | 3                       |                             |
| Bar Check              | 12                      | 9                           |
| Burglar Alarm          | 8                       | 11                          |
| Business Assist        | 1                       | 0                           |
| Business Security      | 93                      | 92                          |
| Citizen Assist         | 1                       | 0                           |
| City/Co Dept Assist    | 2                       | 1                           |
| Criminal Mischief      | 1                       | 0                           |
| Disturbance            | 1                       | 0                           |
| Fight                  | 0                       | 0                           |
| Fire Department Assist | 2                       | 1                           |
| Found Property         | 1                       | 0                           |
| Keys Locked In Car     | 1                       | 3                           |
| Law Department Assist  | 1                       | 0                           |
| Motorist Assist        | 1                       | 0                           |
| Open Window/Door       | 4                       | 0                           |
| PR/Talk/Presentation   | 1                       | 2                           |
| Registration Check     | 0                       | 1                           |
| Station Assignment     | 5                       | 1                           |
| Stabbing               | 0                       | 1                           |
| Street Beat            | 2                       | 3                           |
| Suspicious Person      | 1                       | 0                           |
| Theft                  | 2                       | 0                           |
| Training               | 8                       | 2                           |
| Traffic Control        | 1                       | 0                           |

|                      |      |      |
|----------------------|------|------|
| Vehicle Maintenance  | 11   | 0    |
| Vehicle Stop         | 6    | 3    |
| Wants/Warrants Check | 0    | 1    |
| ARRESTS              | none | none |

Recommendation: Approval of liquor license.

# M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: March 14, 2014

REFERENCE: LIQUOR LICENSE RENEWAL  
MO'S  
707 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:

|                        | 03-13-2012 to<br>03-11-2013 | 03-12-2013 to<br>03-12-2014 |
|------------------------|-----------------------------|-----------------------------|
| INCIDENTS              |                             |                             |
| Arson Investigation    | 0                           | 1                           |
| Bar Check              | 253                         | 234                         |
| Business Assist        | 0                           | 2                           |
| Business Security      | 23                          | 28                          |
| Case Investigation     | 1                           | 0                           |
| Citizen Assist         | 1                           | 0                           |
| Domestic               | 0                           | 1                           |
| Drug Investigation     | 2                           | 0                           |
| Extra Security         | 1                           | 0                           |
| General Information    | 1                           | 0                           |
| Intoxicated Pedestrian | 10                          | 5                           |
| Keys Locked In Car     | 2                           | 0                           |
| Law Department Assist  | 0                           | 1                           |
| Motorist Assist        | 2                           | 0                           |
| Open Window/Door       | 1                           | 0                           |
| Parking Complaint      | 0                           | 1                           |
| Pedestrian Stop        | 1                           | 0                           |
| PR/Talk/Presentation   | 1                           | 2                           |
| Reckless Driver        | 1                           | 0                           |
| Street Beat            | 1                           | 4                           |
| Suspicious Activity    | 0                           | 1                           |
| Suspicious Vehicle     | 1                           | 0                           |
| Theft                  | 1                           | 1                           |
| Trespass               | 2                           | 1                           |
| Vehicle Stop           | 2                           | 1                           |

|                     |   |   |
|---------------------|---|---|
| Wants/Warrant Check | 1 | 3 |
| White Summons       | 0 | 1 |

ARRESTS

|                                 |   |   |
|---------------------------------|---|---|
| Disorderly Conduct              | 1 | 0 |
| Domestic Abuse                  | 1 | 0 |
| Harassment                      | 1 | 0 |
| Interference With Official Acts | 0 | 1 |
| Public Intoxication             | 8 | 5 |
| Trespass                        | 0 | 2 |
| Violatio No Contact Order       | 1 | 0 |

Recommendation: Approval of liquor license.

# M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: MARCH 14, 2014

REFERENCE: LIQUOR LICENSE RENEWAL  
KING'S POINTE  
1520 E LAKESHORE DR

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

|                               | 03-13-12 to<br>03-11-13 | 03-12-2013 to<br>03-12-2014 |
|-------------------------------|-------------------------|-----------------------------|
| INCIDENTS                     |                         |                             |
| 911 Hang Up Call              | 0                       | 2                           |
| Accident                      | 5                       | 5                           |
| Ambulance Assist              | 4                       | 6                           |
| Animal Complaint              | 1                       | 4                           |
| Bar Check                     | 3                       | 7                           |
| Bike Patrol                   | 0                       | 6                           |
| Burglary to Vehicle           | 1                       | 0                           |
| Business Assist               | 4                       | 4                           |
| Business Security             | 175                     | 269                         |
| Citizen Assist                | 2                       | 4                           |
| City/County Department Assist | 4                       | 2                           |
| Civil Paper                   | 0                       | 1                           |
| Criminal Mischief             | 0                       | 1                           |
| Disturbance                   | 4                       | 0                           |
| Domestic                      | 0                       | 1                           |
| Drug Investigaiton            | 1                       | 0                           |
| Fight                         | 0                       | 1                           |
| Fire Department Assist        | 0                       | 4                           |
| Found Property                | 0                       | 2                           |
| General Information           | 1                       | 3                           |
| Grass Fire                    | 1                       | 0                           |
| Harassment                    | 0                       | 5                           |
| Hit and Run                   | 1                       | 2                           |
| Interpretation                | 0                       | 1                           |
| Intoxicated Driver            | 0                       | 2                           |

|                        |    |    |
|------------------------|----|----|
| Intoxicated Pedestrian | 2  | 2  |
| Juvenile Problem       | 1  | 1  |
| Keys Locked In Car     | 11 | 13 |
| Lake Incident/Assist   | 0  | 1  |
| Law Department Assist  | 0  | 1  |
| Lost Property          | 1  | 0  |
| Meeting                | 26 | 22 |
| Missing Person         | 1  | 0  |
| Motorist Assist        | 4  | 1  |
| Parking Complaint      | 1  | 0  |
| Pedestrian Stop        | 1  | 1  |
| Pornography Material   | 1  | 0  |
| PR/Talk/Presentation   | 8  | 12 |
| Reckless Driver        | 0  | 2  |
| Scam                   | 1  | 0  |
| Station Assignment     | 9  | 3  |
| Street Beat            | 14 | 17 |
| Subpoena Service       | 3  | 1  |
| Surveillance           | 5  | 0  |
| Suspicious Activity    | 3  | 2  |
| Suspicious Person      | 1  | 1  |
| Suspicious Vehicle     | 1  | 0  |
| Theft                  | 1  | 5  |
| Traffic Project        | 1  | 0  |
| Trespass               | 0  | 1  |
| Vehicle Search         | 0  | 1  |
| Vehicle Stop           | 28 | 27 |
| Welfare Check          | 1  | 2  |

#### ARRESTS

|                                   |   |   |
|-----------------------------------|---|---|
| Assault w/ Intent of Sexual Abuse | 1 | 0 |
| Carrying Weapons                  | 1 | 0 |
| Child Endangerment                | 0 | 1 |
| Criminal Mischief                 | 2 | 0 |
| Disorderly Conduct                | 4 | 4 |
| Domestic Assault                  | 0 | 2 |
| Fale Imprisonment                 | 1 | 1 |
| Interference                      | 1 | 0 |
| Minor in Possession of Alcohol    | 4 | 0 |
| Possession Drug Paraphernalia     | 0 | 1 |
| Public Intoxication               | 3 | 5 |

Recommendation: Approval of liquor license

BEFORE THE STORM LAKE CITY COUNCIL

---

IN RE:

R & B CONVENIENCE, L.L.C.  
d/b/a MIDTOWN  
1509 RICHLAND  
STORM LAKE, IA 50588

ACKNOWLEDGMENT/  
SETTLEMENT AGREEMENT

---

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I hereby knowingly and voluntarily acknowledge that the undersigned has received the Notice of Hearing and the Complaint in the above case. I hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. The undersigned hereby knowingly and voluntarily waives hearing, and submits to the statutory penalties prescribed by Iowa law. I understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.2. I have enclosed a check for the amount of \$300.00 made payable to the City of Storm Lake to settle the above referenced complaint.

R & B CONVENIENCE, L.L.C., d/b/a MIDTOWN

By: \_\_\_\_\_

James L. Bauer, Managing Member

2/26/14  
\_\_\_\_\_  
Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

**If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300.00 check made payable to the City of Storm Lake, should be returned to Philip E. Havens, 716 Lake Avenue, P.O. Box 426, Storm Lake, IA 50588.**

BEFORE THE STORM LAKE CITY COUNCIL

---

IN RE:

R & B CONVENIENCE, L.L.C.  
d/b/a MIDTOWN  
1509 RICHLAND  
STORM LAKE, IA 50588

ORDER ACCEPTING  
ACKNOWLEDGMENT/SETTLEMENT  
AGREEMENT

---

On this 17<sup>th</sup> day of March, 2014, in lieu of a public hearing on the matter, the Storm Lake City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Storm Lake.

Therefore, the Storm Lake City Council FINDS that the above-captioned permittee has remitted to the City of Storm Lake, a civil penalty in the amount of Three Hundred Dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

---

Mayor Jon F. Kruse

## Staff Summary

3/17/2014

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          | \$1,066,434.51 | \$276,295.47        | \$107,840.62 | 39 | \$112,281.05 | 41 | \$55,895.50 | 20 |
| King's Pointe | \$167,220.26   | \$83,880.76         | \$19,742.13  | 24 |              |    | \$64,138.63 | 76 |
| Golf Course   | \$5,968.14     | \$5,592.33          | \$5,538.27   | 99 |              |    | \$54.06     | 1  |

**RECOMMENDATION:** Review Buy Local Information

## Staff Summary

3/17/2014

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:** Justin Yarosevich, Assistant City Manager / City Clerk

**SUBJECT:** Approval Of Easements For North Lake Trail

**BACKGROUND:** As part of the North Lake Avenue Trail Project, the City needs several temporary construction easements from various property owners along the corridor where the project will be built. The project does not require any permanent easements only construction easements to facilitate the work being done.

Approval of the consent agenda will approve the following easements for the project:

- \*\*Vista Investments (\$1.00)
- \*\*Jose Trinidad & Arceo Sanchez (\$1.00)
- \*\*HyVee (\$1.00)
- \*\*Atlantic Investment (\$1.00)
- \*\*Genesis Development (\$1.00)
- \*\*North Lake Professional Association (\$1.00)
- \*\*JP Senior Healthcare (\$300.00)

The cost of the majority of the easements is \$1.00 with the exception of JP Senior Healthcare which will be required to move a sign that is in the public ROW and was allowed to be left there by City staff due to a misunderstanding of where the ROW area actually was.

There is one additional easement that is required and is on the agenda for separate approval as a resolution due to the concern of the property owner.

**FISCAL IMPACT:** The total cost of the easements approved with this Consent Agenda item is \$306.00.

**RECOMMENDATION:** Approve Easements

### ATTACHMENTS:

| Description                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------|
|  <a href="#">Easement - Vista Investments</a> |

| Type            |
|-----------------|
| Backup Material |

|                                                                                   |                                                           |                 |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------|
|  | <a href="#"><u>Easement - Sanchez</u></a>                 | Backup Material |
|  | <a href="#"><u>Easement - North Lake Professional</u></a> | Backup Material |
|  | <a href="#"><u>Easement - Hy-Vee</u></a>                  | Backup Material |
|  | <a href="#"><u>Easement - Genesis</u></a>                 | Backup Material |
|  | <a href="#"><u>Easement - JP Senior Healthcare</u></a>    | Backup Material |

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 Vista Investments L.L.C., herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

### SECTION I.

#### RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

THE NORTH HALF OF LOT 4, BLOCK 1, EXCEPT THE SOUTH 120'  
THEREOF, GEISINGER'S COMMERCIAL FIRST ADDITION TO THE CITY  
OF STORM LAKE, BUENA VISTA COUNTY, IOWA,

which shall be used as temporary work space for the construction of a recreational trail. This right will terminate upon completion of construction of said recreational trail.

## SECTION II.

### ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

## SECTION III.

### RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

## SECTION IV.

### RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the construction of said recreational trail.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and 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.

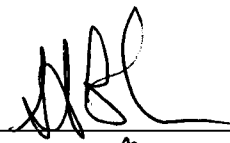
GRANTEE:

CITY OF STORM LAKE, IOWA

By \_\_\_\_\_  
Jon F. Kruse, Mayor

GRANTOR:

VISTA INVESTMENTS L.L.C.

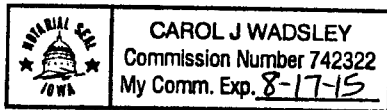
By:  \_\_\_\_\_  
Its Manager

ATTEST:

\_\_\_\_\_  
Justin Yarosevich , City Clerk

STATE OF Iowa, COUNTY OF Buena Vista

This record was acknowledged before me on the 16<sup>th</sup> day of January, 2014, by  
Steve Brashears, as managing member of Vista Investments  
L.L.C.



Carol J. Wadsley  
Notary Public in and for the State Of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

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 Jose Trinidad Arceo Sanchez and Silvia Guadalupe Arceo-Ventura, husband and wife, together herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

### SECTION I.

#### RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

THE NORTH 236' OF LOT 5, BLOCK 1, OF GEISINGER'S COMMERCIAL FIRST ADDITION TO THE CITY OF STORM LAKE, IOWA, EXCEPTING THEREFROM

Beginning at the Northwest (NW ) Corner of said Lot 5; Thence East along the North line of Lot 5, 40.00 feet; Thence South 45° 00' 00" West, 56.57 feet to the West line of said Lot 5; Thence North, along the West line of said Lot 5, 40.00 feet to the Point of Beginning,

which shall be used as temporary work space for the construction of a recreational trail. This right

will terminate upon completion of construction of said recreational trail.

## SECTION II.

### ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

## SECTION III.

### RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

## SECTION IV.

### RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the construction of said recreational trail.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that he is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

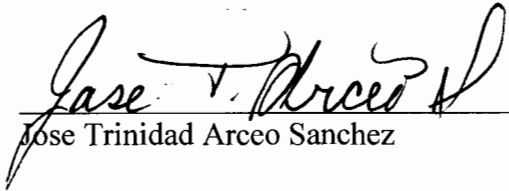
IN WITNESS WHEREOF, the parties have executed this Agreement in Storm Lake, Iowa, on the day and year first above written.

GRANTEE:

GRANTOR:

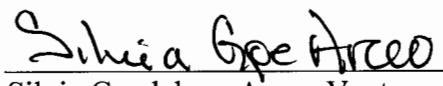
CITY OF STORM LAKE, IOWA

By \_\_\_\_\_  
Jon F. Kruse, Mayor

  
\_\_\_\_\_  
Jose Trinidad Arceo Sanchez

ATTEST:

\_\_\_\_\_  
Justin Yarosevich , City Clerk

  
\_\_\_\_\_  
Silvia Guadalupe Arceo-Ventura

STATE OF IOWA, COUNTY OF Buena Vista

This record was acknowledged before me on the 3<sup>rd</sup> day of February, 2014, by  
Jose Trinidad Arceo Sanchez and Silvia Guadalupe Arceo-Ventura, husband and wife.



Susan Vossberg  
Notary Public in and for the State Of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

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

\_\_\_\_\_, Notary Public in and for the  
State of Iowa

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 North Lake Professional Association, LLC, and Buena Vista Mutual Insurance Association, together herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

#### SECTION I.

#### RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

THE NORTH 236' OF LOT 5, BLOCK 1, OF GEISINGER'S COMMERCIAL FIRST ADDITION TO THE CITY OF STORM LAKE, IOWA, EXCEPTING THEREFROM

Beginning at the Northwest (NW ) Corner of said Lot 5; Thence East along the North line of Lot 5, 40.00 feet; Thence South 45° 00' 00" West, 56.57 feet to the West line of said Lot 5; Thence North, along the West line of said Lot 5, 40.00 feet to the Point of Beginning,

which shall be used as temporary work space for the construction of a recreational trail. This right

will terminate upon completion of construction of said recreational trail.

## SECTION II.

### ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

## SECTION III.

### RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

## SECTION IV.

### RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the construction of said recreational trail.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and 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

By \_\_\_\_\_  
Jon F. Kruse, Mayor

GRANTOR:

NORTH LAKE PROFESSIONAL  
ASSOCIATION, LLC

By: J. Scott Shiel  
Its Sec. Treasurer

ATTEST:

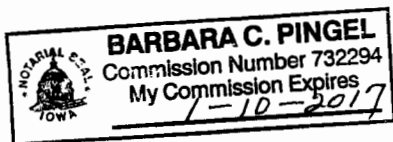
BUENA VISTA MUTUAL INSURANCE  
ASSOCIATION

\_\_\_\_\_  
Justin Yarosevich, City Clerk

By: David Friedrich  
Its President

STATE OF Iowa, COUNTY OF Buena Vista

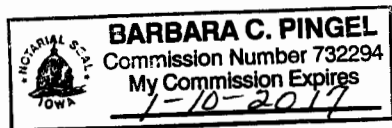
This record was acknowledged before me on the 17<sup>th</sup> day of Jan, 2014, by  
J. Scott Shovel, as secy-treas of North Lake  
Professional Association, LLC.



Barbara C Pingel  
Notary Public in and for the State Of Iowa

STATE OF Iowa, COUNTY OF Buena Vista

This record was acknowledged before me on the 17<sup>th</sup> day of Jan, 2014, by  
David Friedrich, as Pres of Buena Vista Mutual  
Insurance Association.



Barbara C Pingel  
Notary Public in and for the State Of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

## **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is entered into this \_\_\_\_\_, 2014, by and between HY-VEE, INC., an Iowa corporation ("Grantor"), and CITY OF STORM LAKE, IOWA ("Grantee"), WITNESSETH:

WHEREAS, Grantee desires to obtain a temporary easement from Grantor, for the purpose of the construction of a sidewalk within an existing sidewalk easement, said temporary construction easement being located on Grantor's property and legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area"); and

WHEREAS, Grantor desires to grant a temporary easement over the Easement Area as set forth herein.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals are incorporated herein by this reference.
2. Grantor hereby grants to Grantee, its agents, representatives, and contractors, a temporary construction easement over the Easement Area for the benefit of the Grantee Tract for the purpose of the construction of a sidewalk within an existing right-of-way easement area on Grantor's property. This easement shall automatically terminate on the earlier to occur of (a) the completion of construction of the sidewalk and the restoration of Grantor's property to its condition prior to the commencement of construction, or (b) December 31, 2014 ("Expiration Date").
3. Until the Expiration Date, Grantor shall not interfere or disturb the sidewalk construction work within the Easement Area without written approval of the Grantee or its authorized Representatives.
4. At all times during construction work within the Easement Area, Grantee shall ensure that there is no obstruction of full ingress and egress to and from Grantor's business premises over the access drive to the public right-of-way.
5. Except as may be caused by the negligent acts or omissions of Grantor, its employees, agents or its representatives, Grantor shall not be liable for any injury or damage to any person or property resulting from Grantee's exercise of the rights herein granted. Grantee agrees to indemnify and hold Grantor, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantee or its employees, agents or representatives.
6. Following completion of Grantee's work in the Easement Area, Grantee shall restore the Easement Area to its condition prior to the commencement of construction work.

7. This Agreement shall not be recorded by Grantee.

8. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the definitions and the context.

9. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. For purposes of executing this Agreement, a facsimile signature shall be as effective as an actual signature.

11. This Agreement shall be construed and enforced in accordance with the laws and public policies of the State of Iowa.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the date first above written.

**GRANTOR:**

HY-VEE, INC., an Iowa corporation

By: \_\_\_\_\_

Jeffrey Markey, Vice President

By: \_\_\_\_\_

Nathan Allen, Asst Secretary

**GRANTEE:**

CITY OF STORM LAKE, IOWA

By: \_\_\_\_\_  
\_\_\_\_\_ (print name)

Its: Mayor

By: \_\_\_\_\_  
\_\_\_\_\_ (print name)

Its: City Clerk

**EXHIBIT "A"**  
**Legal Description of Easement Area**

**THE EAST TEN (10') FEET OF THE SOUTH FORTY (40') FEET OF THE NORTH SEVENTY (70') FEET OF THE FOLLOWING DESCRIBED PARCEL:**

A TRACT OF LAND LOCATED IN LOT 1 IN THE AUDITOR'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE ¼ SW ¼) OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5<sup>TH</sup> P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) Corner of the Southwest Quarter (SW ¼) of said Section 34; Thence on a previously recorded bearing of South 89° 44' 31" West, 53.20 feet to the West line of North Lake Avenue (formerly U.S. Highway No. 71); Thence South 00° 01' 00" East, along said West line, 425.44 feet to the Point of

Beginning. Thence continuing along said West line, South 00° 01' 00" East, 187.00 feet; Thence South 89° 59' 00" West, 106.31 feet; Thence North 00° 01' 00" West, 187.00 feet; Thence North 89° 59' 00" East, 106.31 feet to the Point of Beginning,

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 Genesis Development, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

### SECTION I.

#### RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

THE SOUTH HALF OF LOT 4, BLOCK 1, GEISINGER'S COMMERCIAL FIRST  
ADDITION TO THE CITY OF STORM LAKE, IOWA,

which shall be used as temporary work space for the construction of a recreational trail. This right will terminate upon completion of construction of said recreational trail.

## SECTION II.

### ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

## SECTION III.

### RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

## SECTION IV.

### RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the construction of said recreational trail.

## SECTION V.

### WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and 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:

GENESIS DEVELOPMENT

By \_\_\_\_\_  
Jon F. Kruse, Mayor

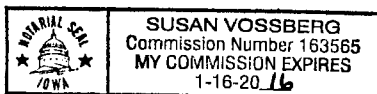
By: Sandra Pingel  
Its Genesis Development  
Site Director  
Storm Lake

ATTEST:

\_\_\_\_\_  
Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF Buena Vista

This record was acknowledged before me on the 18<sup>th</sup> day of February, 2014, by  
Sandra Pingel, as Site Director of Genesis  
Development.



Susan Vossberg  
Notary Public in and for the State Of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

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

---

Notary Public in and for the State of Iowa

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 JP Senior Healthcare, LLC, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

### SECTION I.

#### RIGHT-OF-WAY GRANT - TEMPORARY WORKSPACE

In consideration of the sum of Three Hundred Dollars (\$300.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a right-of-way over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

The East Six (6') Feet of the West Sixty One (61') Feet of the following described parcel:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5<sup>TH</sup> P.M., BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at a point 100.00 feet North of the Southwest (SW) Corner of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE  $\frac{1}{4}$ ) of said Section 34; Thence due North a distance of 300.00 feet; Thence North 89°49'00" East, a distance of 386.58 feet; Thence due South a distance of 300.00 feet; Thence South 89°49'00" West a distance of 386.58 feet to the Point of Beginning

which shall be used as temporary work space for the construction of a recreational trail. This right will terminate upon completion of construction of said recreational trail.

## SECTION II.

### ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the right-of-way described in Section I, above, for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

## SECTION III.

### RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the right-of-way described in Section I, above, to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

## SECTION IV.

### RESTORATION OF SURFACE

Grantee agrees that the right-of-way should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected easement area as may be possible within a reasonable time after the construction of said recreational trail.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the temporary work space described herein and has the right, title and capacity to grant said premises.

SECTION VI.

ADDITIONAL OBLIGATION OF GRANTOR

Grantor shall remove its sign presently situated in the public right-of-way by July 1, 2014 and shall not place any sign in the public right-of-way after such removal.

SECTION VII.

EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and 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

By \_\_\_\_\_  
Jon F. Kruse, Mayor

GRANTOR:

JP SENIOR HEALTHCARE, LLC

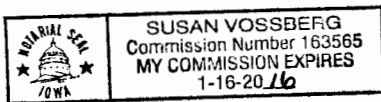
By: Stephanie Anick  
Its VP & COO

ATTEST:

\_\_\_\_\_  
Justin Yarosevich , City Clerk

STATE OF Iowa, COUNTY OF Buena Vista

This record was acknowledged before me on the 26<sup>th</sup> day of February, 2014, by  
Stephanie Amick, as VP & COO of JP Senior  
Healthcare, LLC.



Susan Vossberg  
Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

## Staff Summary

3/17/2014

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:** **Motion Authorizing Noise Variances, Road Closure and Appropriate Permits for the 2014 Buenafication Day Inclusive of a 5K Run/Walk**

**BACKGROUND:** Attached to this staff summary is a written request from Dr. Ashley Farmer-Hanson of Buena Vista University making a series of requests in connection with the 2014 Buenafication Day Events scheduled for Thursday, May 1, 2014. (see attached letter)

The specific requests are as follows:

A Noise Variance be issued for outdoor amplified entertainment in the Central Campus Area between the hours of 8:30am and 5:00pm.

A Noise Variance be issued for outdoor amplified entertainment at the BVU Fehr Facilities Building located at West 10th Street and Vestal Street between the hours of 12:30pm and 3:30pm.

A request for Vestal Street to be closed for a 5K Fun Run/Walk on the day of the event from West 10th Street north to C49 between the hours of 12:00pm and 4:00pm.

A permit be issued for the "Colorful Strides Lend a Helpful Hand 5K Fun Walk/Run" which will be conducted on the day of the event on Vestal Street between the hours of 1:15pm and 3:00pm. (see attached map)

I have reviewed the request and will issue the appropriate Variances and Permit upon approval of the City Council.

It should be noted that Dr. Farmer-Hanson has been advised that a portion of Vestal Street in the requested venue lies outside of the city limits and that closure of the roadway would be contingent upon approval by both the City and the County.

I have advised that the City will place barricades at the needed

intersections to signify the Vestal Street closure.

**FISCAL IMPACT:**

Public Safety will monitor the venue for safety and security issues. Minimal labor costs will be accrued to place and collect barricades as well as monitor the venue. These costs will be absorbed within normal operational budgets.

**RECOMMENDATION:**

Pass Motion

**ATTACHMENTS:**

|                                                                                   | Description                      | Type            |
|-----------------------------------------------------------------------------------|----------------------------------|-----------------|
|  | <a href="#">Buenafiction Day</a> | Backup Material |

# BUENA VISTA UNIVERSITY

February 21, 2014

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

Dear Mr. Prosser:

Buena Vista University is preparing for Buenafication Day, Thursday, May 1. In order to make this year's event a success, we are requesting the assistance of the city. The following is an overview of what we are requesting:

A noise variance for the following times:

8:30am- 5:00pm- A DJ to be playing music on central campus.

12:30pm- 3:30pm- A DJ to be playing music at Fehr Facilities Building

Permission to host the first annual "Colorful Strides Lend a Helpful Hand 5K Fun Walk/ Run" starting at Fehr Facilities building. This event will be similar to a "Color Run." We will be using very similar materials that are environmentally friendly. We would like to also request that the road from the corner of 100<sup>th</sup> Avenue and West 10<sup>th</sup> St. to the intersection of 100<sup>th</sup> Avenue and 590<sup>th</sup> Street be closed from 12pm-4pm for the race. The actual event will take place from 1:15pm-3:00pm when we will shut the race down.

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

Sincerely,



Dr. Ashley Farmer-Hanson  
Director of Civic Engagement  
Buena Vista University  
610 West 4<sup>th</sup> Street  
Storm Lake, Iowa 50588





# Public Safety Police & Fire

## PERMIT

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

Event 2014 Buenafication Day

Issued To: Name Dr. Ashley Farmer-Hanson

Organization Buena Vista University

Address 610 W 4th Street

Storm Lake, IA 50588

Phone Office: 712-749-2443 Cell: 515-227-0226

Date(s) of Event Thursday 05-01-2014

Time(s) of Event 08:00AM - 5:00PM

Expiration of Permit 05-02-2014

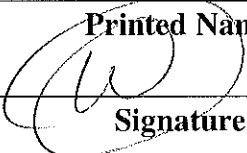
Location/Area of Use BVU - Central Campus

### Type of Permit

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

Authorized by: Mark A. Prosser

Printed Name

  
Signature

03-18-2014

Date

Public Safety Director

Title



# Public Safety Police & Fire

## PERMIT

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

Event 2014 Buenafication Day

Issued To: Name Dr. Ashley Farmer-Hanson

Organization Buena Vista University

Address 610 W 4th St

Storm Lake, IA 50588

Phone Office: 712-749-2443 Cell: 515-227-0226

Date(s) of Event Thursday 05-01-2014

Time(s) of Event 12:30PM - 3:30PM

Expiration of Permit 05-02-2014

Location/Area of Use BVU Fehr Facilities Building located at Vestal & W 10th

### 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

03-18-2014

Date

Public Safety Director

Title



## Staff Summary

3/17/2014

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:** **Resolution No. 70-R-2013-2014 Approving The Use Of Chautauqua Park, Noise Variance, Food Vending, Inflatables & Street Closures For The 2014 Fiesta Latina**

**BACKGROUND:** Attached to this staff summary is a written request from Carol Williams and Estefany Gonzalez, representing Buena Vista University and their RAICES Organization, listing a series of requests in connection with the 2014 Fiesta Latina scheduled for Sunday, April 27, 2014 between the hours of 1:00PM and 7:00PM. (see attached letter)

The specific requests for this annual event are as follows:

**\*\*Use of Chautauqua Park on April 27, 2014 throughout the day for set up, the event and clean up**

**\*\*A Noise Variance be issued for the hours of 12:00pm and 8:00pm within the venue for amplified entertainment**

**\*\*Permission for food vending within the venue during the event**

**\*\*Permission for inflatables and other attractions within the venue**

**\*\*The closure of Chautauqua Park Road from Hudson Street west to Lakeshore Drive for safety purposes within the venue**

These requests are consistent with previous years.

**FISCAL IMPACT:** The Parks Department will have some labor and monitoring costs connected with this event and the Police Department will be monitoring the event per normal. The costs will be absorbed within the normal operational budgets of the departments.

**RECOMMENDATION:** Pass Resolution # 70-R-2013-2014

### ATTACHMENTS:

| Description                                                                                                                       | Type       |
|-----------------------------------------------------------------------------------------------------------------------------------|------------|
|  <a href="#">Fiesta Latina</a>                 | Contract   |
|  <a href="#">Resolution No. 70-R-2013-2014</a> | Resolution |

# BUENA VISTA UNIVERSITY

March 7, 2014

Mr. Mark Prosser  
Director of Public Safety  
401 East Milwaukee Avenue  
Storm Lake, IA 50588

Dear Mr. Prosser:

RAICES, one of our student organizations from Buena Vista University, is preparing for its annual **Fiesta Latina** to be held Sunday, April 27, from 1 PM to 7 PM, at Chautauqua Park. In order for Fiesta Latina to be a success this year, we would like to request the city's assistance. We would appreciate your help with the following:

- A noise variance from 12 pm to 8 pm for live performances
- Permission to allow food vendors on site
- Permission to allow inflatables and other attractions on site
- Closing of the street behind the park - Chautauqua Park Dr. - *We are requesting the street be closed for safety purposes and to prevent any potential risks by leaving the street open to traffic.*

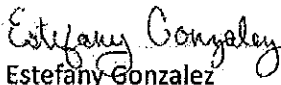
Our current schedule of events is provided below for your reference. We greatly appreciate the City Council's consideration of this community event. Should you have any questions or need additional information, please contact me at [williamsc@bv.u.edu](mailto:williamsc@bv.u.edu) or 712.749.2073.

Thank you for all you do for Buena Vista University and the community of Storm Lake.

Sincerely,



Carol Williams  
Director of Multicultural Engagement



Estefany Gonzalez  
President, RAICES

| Schedule of Events |        |                                      |
|--------------------|--------|--------------------------------------|
| Time               |        | Major Activities                     |
| 9:00 a             | 1:00 p | Set up                               |
| 1:00 p             |        | <b><i>Start of Fiesta Latina</i></b> |
| 1:00 p             | 2:30 p | Mariachi & DJ                        |
| 2:30 p             | 3:00 p | Zumba                                |
| 3:00 p             | 4:00 p | Capoera & Mariachi                   |
| 4:00 p             | 4:30 p | Quinceanera Pageant & Mariachi       |
| 4:30 p             | 5:00 p | Dance Group                          |
| 5:00 p             | 7:00 p | Concert                              |
| 7:00 p             | 9:00 p | Cleanup                              |
| 7:00 p             |        | End of Fiesta Latina                 |



# Public Safety Police & Fire

## PERMIT

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

Event 2014 Fiesta Latina

Issued To: Name Carol Williams

Organization Buena Vista University

Address 610 W 4th Street

Storm Lake, IA 50588

Phone 712-749-2073

Date(s) of Event Sunday, 04-27-2014

Time(s) of Event 12:00PM - 8:00PM

Expiration of Permit 04-28-2014

Location/Area of Use Chautauqua Park

### Type of Permit

- |               |   |                                                                       |
|---------------|---|-----------------------------------------------------------------------|
| <u>X X X</u>  | 1 | Noise Variance -8-7-4 (12:00PM - 8:00PM)                              |
| <u>      </u> | 2 | Ride/Run/Walk - 9-13-4                                                |
| <u>      </u> | 3 | Parade -9-13-4                                                        |
| <u>      </u> | 4 | Public Demonstration - 8-7-4                                          |
| <u>X X X</u>  | 5 | Street Closing <u>Chautauqua Park Road (Hudson West to Lakeshore)</u> |
| <u>      </u> | 6 | Fireworks - 8-2-1-(I2A) <u>      </u>                                 |
| <u>      </u> | 7 | Authorized Burn - 7-2-2-B <u>      </u>                               |
| <u>      </u> | 8 | Other <u>      </u>                                                   |

Authorized by: Mark A. Prosser

Printed Name

Signature

03-18-2014

Date

Public Safety Director

Title

**RESOLUTION NO. 70-R-2013-2014**

**A RESOLUTION APPROVING BUENA VISTA UNIVERSITY RAICES  
STUDENT ORGANIZATION REQUESTS FOR THE 2014 FIESTA LATINA  
EVENT**

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

To approve the use of Chautauqua Park by Buena Vista University on Sunday, April 27,  
2014 between the hours of 9:00am and 8:00pm.

To further approve a noise variance for Sunday, April 27, 2014 between the hours of  
12:00pm and 8:00pm in Chautauqua Park.

To further approve the closing of Chautauqua Park Road from Hudson Street west to  
Lakeshore Drive from 12:00pm until 8:00pm Sunday, April 27, 2014.

To further approve permission to have food vendors in Chautauqua Park.

To further approve inflatables and other attractions in Chautauqua Park.

PASSED AND APPROVED this 17th day of March 2014.

---

Jon F. Kruse, Mayor

ATTEST:

---

Justin Yarosevich, City Clerk

## Staff Summary

3/17/2014

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:** Pat Kelly, Infrastructure Superintendent / Public Facilities Director

**SUBJECT:** **Resolution No. 71-R-2013-2014 To Approve Contract For The West 5th Street Overlay Project**

**BACKGROUND:** The West 5th Street Overlay Project will consist of a 3" nominal asphalt overlay from Vista Drive to Lake Avenue. There will be some storm sewer repairs along with new ADA compliant sidewalks at all intersections.

The contract is with Blacktop Service of Humboldt, IA for \$922,146.52. The contract will be administered by I&S Group and the Iowa Department of Transportation. Blacktop Service will have 50 working days to complete the project with liquidated damages of \$1,200 a day. This will be a phased project taking into account the 4th of July celebration and the school calendar year.

The City Attorney has reviewed the contract and finds it acceptable.

The City of Storm Lake has produced a project web page for this project on the City's web page along with a project blog which is designed to keep the public informed of the project happenings. Citizens can follow the project online at [www.stormlake.org/w5thproject](http://www.stormlake.org/w5thproject).

**FISCAL IMPACT:** The FY 2014-2015 Budget estimated construction costs at \$1,056,964 of which the low bid was \$992,146.52 for a potential savings of 64,817.48. There is still potential that with change orders the overall project construction costs will increase.

Total cost of this project is estimated as follows:

|                     |                 |
|---------------------|-----------------|
| Construction Costs  | \$992,146.52.00 |
| Engineering Costs   | \$157,100.00    |
| Legal & Admin       | \$5,000.00      |
| Land Acquisition    | \$40.00         |
| Total Project Costs | \$1,154,286.52  |

|                  |              |
|------------------|--------------|
| SAFETEA-LU funds | \$245,853.00 |
|------------------|--------------|

City Cost \$908,433.52

City funds are a combination of Local Option Sales Tax, Road Use Tax Funds, and General Fund revenues.

**RECOMMENDATION:** Approve resolution No. 71-R-2013-2014

**ATTACHMENTS:**

|   | Description                                   | Type       |
|---|-----------------------------------------------|------------|
| 📎 | <a href="#">Resolution No. 71-R-2013-2014</a> | Resolution |
| 📎 | <a href="#">W. 5th Street Contract</a>        | Contract   |

**RESOLUTION NO. 71-R-2013-2014**

**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as 2014 Street Improvement Project – HMA Resurfacing with Milling, West fifth Street from Vista Drive to Lake Avenue and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

|                     |                                      |
|---------------------|--------------------------------------|
| Contractor:         | Blacktop Service Co., Humboldt, Iowa |
| Date of Contract:   | March 17, 2014                       |
| Bond Surety:        | Merchants Bonding Company            |
| Date of Bond:       | March 17, 2014                       |
| Portion of Project: | All                                  |

PASSED AND APPROVED this 17<sup>th</sup> day of March, 2014.

---

Jon F. Kruse, Mayor

ATTEST:

---

Justin Yarosevich, City Clerk

# CONTRACT

Letting Date: February 18, 2014 Contract ID: 11-7422-613 Bid Order No.: 153  
County: BUENA VISTA Project Engineer: I & S GROUP INC. -- CONSULTANT  
Cost Center: 849300 Object Code: 890 DBE Commitment: \$45,025.00  
Contract Work Type: HMA RESURFACING WITH MILLING

This agreement made and entered by and between the CITY OF STORM LAKE CONTRACTING AUTHORITY,  
AND  
BLACKTOP SERVICE CO. & SUBSIDIARY OF HUMBOLDT, IA, (BL041), CONTRACTOR

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 02/13/2014.

PROJECT: STP-U-7422(613)--70-11 COUNTY: BUENA VISTA  
WORK TYPE: HMA RESURFACING WITH MILLING ACCOUNTING ID: 31347  
ROUTE: WEST FIFTH STREET LENGTH (MILES): 1.2  
LOCATION: IN THE CITY OF STORM LAKE FROM VISTA DR TO LAKE AVE  
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2012 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: FHWA-1273.05, GS-12003, IA13-1.2, SS-12007

Contractor, for and in considerations of \$922,146.52 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.

By [Signature], Contractor (if joint venture)

By \_\_\_\_\_ Contracting Authority Contract Award Date

Iowa DOT Concurrence \_\_\_\_\_ For Local Agency Contracts Concurrence Date

Letting Date: February 18, 2014 Contract ID: 11-7422-613

Bid Order No. : 153

It is further understood and agreed that the above work shall be commenced or completed in accordance with the following schedule:

| SITE<br>NUMBER | CONTRACT PERIOD<br>/SITE DESCRIPTION                | LIQUIDATED<br>DAMAGES |
|----------------|-----------------------------------------------------|-----------------------|
|                | CONTRACT LATE START DATE 05/19/2014 50 WORKING DAYS | \$1,200.00            |

CONTRACT NOTES

\*\*\* WORK RESTRICTIONS \*\*\*

FROM MAY 19, 2014 TO JULY 1, 2014, WORK ON THE PROJECT WILL BE LIMITED TO SIDEWALK REMOVAL AND REPLACEMENT, CURB AND GUTTER REMOVAL AND REPLACEMENT, INSTALLATION OF STORM SEWER AND STRUCTURES AND PAVEMENT PATCHING. MAXIMUM WORKING DAYS THIS PERIOD: 29

SUSPEND CONSTRUCTION/WORKING DAYS ON JULY 1, 2014. ALL SECTIONS OF ROADWAY WILL BE OPEN TO TWO TRAFFIC WITH NO CONSTRUCTION EQUIPMENT AND/OR MATERIALS TO BE LEFT ON STREETS.

RESUME CONSTRUCTION/WORKING DAYS ON JULY 7, 2014. EARLIEST START FOR PAVEMENT SCARIFICATION, PLACEMENT OF HMA SURFACING SHALL BE ON OR AFTER JULY 7, 2014. COMPLETE ANY REMAINING SIDEWALK REMOVAL AND REPLACEMENT, CURB AND GUTTER REMOVAL AND REPLACEMENT, INSTALLATION OF STORM SEWER AND STRUCTURES AND PAVEMENT PATCHING. MAXIMUM WORKING DAYS THIS PERIOD: 30

WORK ON THE PROJECT IS TO BE SUBSTANTIALLY COMPLETED BY AUGUST 15, 2014.

CONTRACT SCHEDULE OF PRICES

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Vendor No.: BL041 Bid Order No.: 153  
 Contract ID No.: 11-7422-613 Letting Date: February 18, 2014  
 Primary Work Type: HMA RESURFACING WITH MILLING 10:00 A.M.  
 Primary County: BUENA VISTA

| Line<br>No                 | Item Number<br>Item Description                                                                                                     | Item<br>Quantity<br>and Unit | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Cts |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|-----------------------------|
| SECTION 0001 ROADWAY ITEMS |                                                                                                                                     |                              |                             |                             |
| 0010                       | 2105-8425015 TOPSOIL,<br>STRIP, SALVAGE AND<br>SPREAD                                                                               | 466.000<br>CY                | 10.00000                    | 4,660.00                    |
| 0020                       | 2212-0475095 CLEANING<br>AND PREPARATION OF BASE                                                                                    | 1.202<br>MILE                | 1,000.00000                 | 1,202.00                    |
| 0030                       | 2212-5070310 PATCHES,<br>FULL-DEPTH REPAIR                                                                                          | 177.000<br>SY                | 98.00000                    | 17,346.00                   |
| 0040                       | 2212-5070330 PATCHES BY<br>COUNT (REPAIR)                                                                                           | 22.000<br>EACH               | 100.00000                   | 2,200.00                    |
| 0050                       | 2214-5145150 PAVEMENT<br>SCARIFICATION                                                                                              | 27,951.900<br>SY             | 1.50000                     | 41,927.85                   |
| 0060                       | 2303-0023500 HOT MIX<br>ASPHALT MIXTURE (300,000<br>ESAL), INTERMEDIATE OR<br>SURFACE COURSE, 1/2 IN.<br>MIX, NO SPCL FRIC REQ      | 5,015.600<br>TON             | 51.50000                    | 258,303.40                  |
| 0070                       | 2303-0246422 ASPHALT<br>BINDER, PG 64-22                                                                                            | 300.900<br>TON               | 551.00000                   | 165,795.90                  |
| 0080                       | 2303-6911000 HOT MIX<br>ASPHALT PAVEMENT SAMPLES                                                                                    | LUMP                         | LUMP                        | 3,000.00                    |
| 0090                       | 2303-7000610 PAYMENT<br>ADJUSTMENT<br>INCENTIVE/DISINCENTIVE<br>FOR HMA MIXTURE<br>LABORATORY VOIDS<br>(FORMULA - BY PAY<br>FACTOR) | 2,400.000<br>EACH            | 1.00000                     | 2,400.00                    |

## CONTRACT SCHEDULE OF PRICES

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Vendor No.: BL041 Bid Order No.: 153  
 Contract ID No.: 11-7422-613 Letting Date: February 18, 2014  
 Primary Work Type: HMA RESURFACING WITH MILLING 10:00 A.M.  
 Primary County: BUENA VISTA

| Line | Item Number                                                                                                                 | Item              | Unit Price    | Bid Amount    |
|------|-----------------------------------------------------------------------------------------------------------------------------|-------------------|---------------|---------------|
| No   | Item Description                                                                                                            | Quantity and Unit | Dollars   Cts | Dollars   Cts |
| 0100 | 2303-7000620 PAYMENT<br>ADJUSTMENT<br>INCENTIVE/DISINCENTIVE<br>FOR HMA MIXTURE FIELD<br>VOIDS (FORMULA - BY PAY<br>FACTOR) | 2,400.000<br>EACH | 1.00000       | 2,400.00      |
| 0110 | 2435-0130348 MANHOLE,<br>SANITARY SEWER, SW-303,<br>48 IN.                                                                  | 2.000<br>EACH     | 5,500.00000   | 11,000.00     |
| 0120 | 2435-0140148 MANHOLE,<br>STORM SEWER, SW-401, 48<br>IN.                                                                     | 1.000<br>EACH     | 5,200.00000   | 5,200.00      |
| 0130 | 2435-0250100 INTAKE,<br>SW-501                                                                                              | 4.000<br>EACH     | 3,950.00000   | 15,800.00     |
| 0140 | 2435-0254100 INTAKE,<br>SW-541                                                                                              | 1.000<br>EACH     | 5,000.00000   | 5,000.00      |
| 0150 | 2435-0600010 MANHOLE<br>ADJUSTMENT, MINOR                                                                                   | 9.000<br>EACH     | 1,200.00000   | 10,800.00     |
| 0160 | 2435-0600110 INTAKE<br>ADJUSTMENT, MINOR                                                                                    | 2.000<br>EACH     | 1,600.00000   | 3,200.00      |
| 0170 | 2435-0700020 CONNECTION<br>TO EXISTING INTAKE                                                                               | 1.000<br>EACH     | 800.00000     | 800.00        |
| 0180 | 2503-0114212 STORM SEWER<br>GRAVITY MAIN, TRENCHED,<br>REINFORCED CONCRETE PIPE<br>(RCP), 2000D (CLASS III),<br>12 IN.      | 76.000<br>LF      | 75.00000      | 5,700.00      |
| 0190 | 2510-6750600 REMOVAL OF<br>INTAKES AND UTILITY<br>ACCESSES                                                                  | 6.000<br>EACH     | 750.00000     | 4,500.00      |

## CONTRACT SCHEDULE OF PRICES

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Vendor No.: BL041 Bid Order No.: 153  
 Contract ID No.: 11-7422-613 Letting Date: February 18, 2014  
 Primary Work Type: HMA RESURFACING WITH MILLING 10:00 A.M.  
 Primary County: BUENA VISTA

| Line<br>No | Item Number<br>Item Description                                                | Item<br>Quantity<br>and Unit | Unit Price      |     | Bid Amount    |     |
|------------|--------------------------------------------------------------------------------|------------------------------|-----------------|-----|---------------|-----|
|            |                                                                                |                              | Dollars         | Cts | Dollars       | Cts |
| 0200       | 2511-6745900 REMOVAL OF<br>SIDEWALK                                            | <br>1,145.300<br> SY         | <br>8.00000     |     | <br>9,162.40  |     |
| 0210       | 2511-7526004 SIDEWALK, P.<br>C. CONCRETE, 4 IN.                                | <br>593.700<br> SY           | <br>94.10000    |     | <br>55,867.17 |     |
| 0220       | 2511-7526006 SIDEWALK, P.<br>C. CONCRETE, 6 IN.                                | <br>502.400<br> SY           | <br>99.75000    |     | <br>50,114.40 |     |
| 0230       | 2511-7528101 DETECTABLE<br>WARNINGS                                            | <br>871.000<br> SF           | <br>38.00000    |     | <br>33,098.00 |     |
| 0240       | 2518-6910000 SAFETY<br>CLOSURE                                                 | <br>32.000<br> EACH          | <br>100.00000   |     | <br>3,200.00  |     |
| 0250       | 2527-9263124 PERMANENT<br>TAPE MARKINGS, PREFORMED<br>POLYMER MARKING MATERIAL | <br>12.710<br> STA           | <br>1,050.00000 |     | <br>13,345.50 |     |
| 0260       | 2528-8445110 TRAFFIC<br>CONTROL                                                | <br>LUMP                     | <br>LUMP        |     | <br>41,825.00 |     |
| 0270       | 2528-8445113 FLAGGERS                                                          | <br>60.000<br> EACH          | <br>335.00000   |     | <br>20,100.00 |     |
| 0280       | 2529-5070110 PATCHES,<br>FULL-DEPTH FINISH, BY<br>AREA                         | <br>514.800<br> SY           | <br>168.00000   |     | <br>86,486.40 |     |
| 0290       | 2529-5070120 PATCHES,<br>FULL-DEPTH FINISH, BY<br>COUNT                        | <br>95.000<br> EACH          | <br>75.00000    |     | <br>7,125.00  |     |
| 0300       | 2533-4980005<br>MOBILIZATION                                                   | <br>LUMP                     | <br>LUMP        |     | <br>25,000.00 |     |

## CONTRACT SCHEDULE OF PRICES

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Vendor No.: BL041 Bid Order No.: 153  
 Contract ID No.: 11-7422-613 Letting Date: February 18, 2014  
 Primary Work Type: HMA RESURFACING WITH MILLING 10:00 A.M.  
 Primary County: BUENA VISTA

| Line      | Item Number                                                          | Item Quantity and Unit | Unit Price Dollars Cts | Bid Amount Dollars Cts |
|-----------|----------------------------------------------------------------------|------------------------|------------------------|------------------------|
| 0310      | 2555-0000010 DELIVER AND STOCKPILE SALVAGED MATERIALS                | LUMP                   | LUMP                   | 3,000.00               |
| 0320      | 2601-2634100 MULCHING                                                | 1.100 ACRE             | 700.00000              | 770.00                 |
| 0330      | 2601-2636044 SEEDING AND FERTILIZING (URBAN)                         | 1.100 ACRE             | 2,050.00000            | 2,255.00               |
| 0340      | 2602-0000309 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA. | 1,750.000 LF           | 2.75000                | 4,812.50               |
| 0350      | 2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE  | 1,750.000 LF           | 1.00000                | 1,750.00               |
| 0360      | 2602-0010010 MOBILIZATIONS, EROSION CONTROL                          | 4.000 EACH             | 500.00000              | 2,000.00               |
| 0370      | 2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL                | 1.000 EACH             | 1,000.00000            | 1,000.00               |
| TOTAL BID |                                                                      |                        |                        | 922,146.52             |

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# PREDETERMINED WAGE RATE

IA13 - 1.2

General Decision Number: IA130001 06/07/2013 IA1

Superseded General Decision Number: IA20120001

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

## STATEWIDE EXCEPT SCOTT COUNTY HEAVY CONSTRUCTION PROJECTS

(Does not include work on or pertaining to the Mississippi or Missouri Rivers or on Water and Sewage Treatment Plants), AND HIGHWAY PROJECTS (does not include building structures in rest areas)

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/04/2013       |
| 1                   | 05/17/2013       |
| 2                   | 06/07/2013       |

SUIA2002-003 02/28/2012

| CARPENTERS AND PILEDRIVERMEN: | Rates | Fringes |
|-------------------------------|-------|---------|
| ZONE 1                        | 23.92 | 9.93    |
| ZONE 2                        | 21.83 | 9.93    |
| ZONE 3                        | 21.83 | 9.93    |
| ZONE 4                        | 20.80 | 8.25    |
| ZONE 5**                      | 20.25 | 6.85    |

| CONCRETE FINISHER: | Rates | Fringes |
|--------------------|-------|---------|
| ZONE 1             | 21.80 | 7.00    |
| ZONE 2             | 21.80 | 7.00    |
| ZONE 3             | 21.80 | 7.00    |
| ZONE 4             | 19.60 | 5.45    |
| ZONE 5             | 18.00 | 6.00    |

# **PREDETERMINED WAGE RATE**

**IA13 - 1.2**

## **ELECTRICIANS: (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)**

|                            |       |      |
|----------------------------|-------|------|
| ZONE 1, ZONE 2, AND ZONE 3 | 20.55 | 5.70 |
| ZONE 4                     | 19.25 | 5.70 |
| ZONE 5                     | 17.00 | 5.70 |

## **IRONWORKERS: (SETTING OF STRUCTURAL STEEL)**

|               |       |      |
|---------------|-------|------|
| ZONES 1 AND 2 | 25.05 | 7.45 |
| ZONE 3        | 24.75 | 7.75 |
| ZONE 4        | 20.65 | 6.60 |
| ZONE 5**      | 20.25 | 6.10 |

## **LABORERS:**

|                   | Rates | Fringes |
|-------------------|-------|---------|
| ZONE 1 AND ZONE 2 |       |         |
| GROUP AA          | 21.01 | 7.65    |
| GROUP A           | 20.21 | 7.65    |
| GROUP B           | 18.33 | 7.65    |
| GROUP C           | 15.10 | 7.65    |
| ZONE 3            |       |         |
| GROUP AA          | 21.01 | 7.65    |
| GROUP A           | 20.21 | 7.65    |
| GROUP B           | 18.33 | 7.65    |
| GROUP C           | 15.10 | 7.65    |
| ZONE 4            |       |         |
| GROUP A           | 17.40 | 7.65    |
| GROUP B           | 16.08 | 7.65    |
| GROUP C           | 13.20 | 7.65    |
| ZONE 5            |       |         |
| GROUP A           | 17.95 | 6.00    |
| GROUP B           | 15.20 | 6.00    |
| GROUP C           | 14.60 | 6.00    |

## **POWER EQUIPMENT OPERATORS:**

|         |       |       |
|---------|-------|-------|
| ZONE 1  |       |       |
| GROUP A | 26.85 | 12.90 |
| GROUP B | 25.25 | 12.90 |
| GROUP C | 22.75 | 12.90 |
| GROUP D | 22.75 | 12.90 |
| ZONE 2  |       |       |
| GROUP A | 26.10 | 12.90 |
| GROUP B | 24.50 | 12.90 |
| GROUP C | 21.95 | 12.90 |
| GROUP D | 21.95 | 12.90 |
| ZONE 3  |       |       |
| GROUP A | 26.70 | 15.10 |
| GROUP B | 24.90 | 15.10 |
| GROUP C | 23.90 | 15.10 |
| GROUP D | 23.90 | 15.10 |

**PREDETERMINED WAGE RATE****IA13 - 1.2**

|                                                         |       |      |
|---------------------------------------------------------|-------|------|
| ZONE 4                                                  |       |      |
| GROUP A                                                 | 25.50 | 8.55 |
| GROUP B                                                 | 24.36 | 8.55 |
| GROUP C                                                 | 22.28 | 8.55 |
| GROUP D                                                 | 22.28 | 8.55 |
| ZONE 5                                                  |       |      |
| GROUP A                                                 | 22.07 | 6.80 |
| GROUP B                                                 | 21.03 | 6.80 |
| GROUP C                                                 | 19.70 | 6.80 |
| GROUP D                                                 | 18.70 | 6.80 |
| TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON) |       |      |
| ZONE 1                                                  | 19.65 | 9.60 |
| ZONE 2                                                  | 19.65 | 9.60 |
| ZONE 3                                                  | 19.65 | 9.60 |
| ZONE 4                                                  | 19.70 | 5.35 |
| ZONE 5                                                  | 17.75 | 5.35 |

**ZONE DEFINITIONS**

|        |                                                                                                                                                                                                                                                                     |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ZONE 1 | The Counties of Polk, Warren and Dallas for all Crafts, and Linn County Carpenters only.                                                                                                                                                                            |
| ZONE 2 | The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.                                                                                                                                                                            |
| ZONE 3 | The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).                                                                                                                                            |
| ZONE 4 | Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County. |
| ZONE 5 | All areas of the state not listed above.                                                                                                                                                                                                                            |

**LABORER CLASSIFICATIONS - ALL ZONES**

GROUP AA - Skilled pipelayer (sewer, water and conduits) and tunnel laborers (zones 1, 2 and 3).

GROUP A - Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; pipelayer (sewer, water, and conduits) Zone 4 & 5; powderman tender; powderman/blaster; saw operator; tunnel laborer (zones 4 and 5).

## **PREDETERMINED WAGE RATE**

**IA13 - 1.2**

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

### **POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES**

GROUP A - All terrain (off road) forklift, Asphalt breakdown roller (vibratory); Asphalt laydown machine; asphalt plant; Asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar).

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; Asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

## PREDETERMINED WAGE RATE

IA13 - 1.2

GROUP D - Boiler; compressor; cure and texture machine; drow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

### **\*\*CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

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WELDERS: Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 05-13-2010. SU indicates the rates are bot union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later,

## **PREDETERMINED WAGE RATE**

**IA13 - 1.2**

05/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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### **WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

**PREDETERMINED WAGE RATE**

**IA13 - 1.2**

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

**END OF GENERAL DECISION**



## Iowa Department of Transportation

## CONTRACTOR'S BOND

Bond Number: IAC583300Proposal I.D.: 11-7422-613County: Buena VistaKNOW ALL PERSONS BY THESE PRESENTS: That we, Blacktop Service Co. & Subsidiaryof Humboldt, IA (hereinafter called the Principal) and Merchants Bonding Company (Mutual)of Des Moines, IA (hereinafter called the Surety) are held and firmly bound unto the  
City of Storm Lake, Iowa (hereinafter called the Contracting Authority) Iowa, in the penal sum\*  
(Iowa DOT, County, or City name, etc.)of Nine Hundred Twenty Two Thousand One Hundred Forty Six Dollars and 52/100 dollars (\$ 922,146.52),  
lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors,  
administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did on

the \_\_\_\_\_ day of \_\_\_\_\_, 2014 enter into a written contract with the Contracting Authority to perform  
HMA Resurfacing with Milling Project No. STP-U-7422(613)--70-11, per Proposal submitted February  
18, 2014

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. The bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
Blacktop Service Co. & Subsidiary

By: Brian Lincoln - B PrincipalController  
TitleMerchants Bonding Company (Mutual)  
SuretyBy: Dione R. Young Attorney-in-FactTitle  
Address: 2100 Fleur Drive, Des Moines, IA 50321-1158

By: \_\_\_\_\_ Principal

Title

Surety

By: \_\_\_\_\_

Title  
Address: \_\_\_\_\_

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the \_\_\_\_\_ County, this \_\_\_\_\_ day of \_\_\_\_\_  
(Board of Supervisors of)  
\_\_\_\_\_  
Chairperson (Signature)

For contracts where the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the City of Storm Lake, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_  
(Contracting Authority)  
2014  
\_\_\_\_\_  
Title/Signature

## DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

**Dione R. Young**

its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following surety bond:

Surety Bond #: IAC583300  
Principal: Blacktop Service Co. & Subsidiary  
Obligee: City of Storm Lake, Iowa

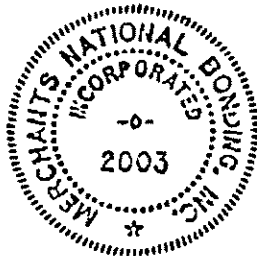
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of January, 2012.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

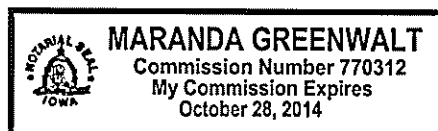
*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 1st day of January, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



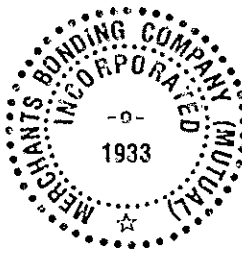
*Maranda Greenwalt*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , 2014 .



*William Warner Jr.*

Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                                                                    |                |                                                                                             |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------------------------------------------------------------------------------------|--------------------------|
| <b>PRODUCER</b><br>Holmes Murphy & Assoc - WDM<br>PO Box 9207<br>Des Moines, IA 50306-9207<br>Steven J. Probst<br><b>INSURED</b><br>Blacktop Service Company<br>P.O. Box 632<br>Humboldt, IA 50548 | 1-800-247-7756 | <b>CONTACT NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext):<br><b>E-MAIL</b><br><b>ADDRESS:</b> | <b>FAX</b><br>(A/C, No): |
|                                                                                                                                                                                                    |                | <b>INSURER(S) AFFORDING COVERAGE</b>                                                        | <b>NAIC #</b>            |
|                                                                                                                                                                                                    |                | <b>INSURER A:</b> Bituminous Casualty Corporation                                           |                          |
|                                                                                                                                                                                                    |                | <b>INSURER B:</b> Bituminous Insurance Company                                              |                          |
|                                                                                                                                                                                                    |                | <b>INSURER C:</b>                                                                           |                          |
|                                                                                                                                                                                                    |                | <b>INSURER D:</b>                                                                           |                          |
|                                                                                                                                                                                                    |                | <b>INSURER E:</b>                                                                           |                          |
|                                                                                                                                                                                                    |                | <b>INSURER F:</b>                                                                           |                          |

**COVERAGES****CERTIFICATE NUMBER:** 34227453**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                         | ADDL INSR                                                  | SUBR WVD   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                        |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|------------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> <b>POLICY</b> <input checked="" type="checkbox"/> <b>PRO-JECT</b> <input checked="" type="checkbox"/> <b>LOC</b>                                |                                                            |            | CLP3589056    | 07/01/13                | 07/01/14                | <b>EACH OCCURRENCE</b> \$ 1,000,000<br><b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$ 100,000<br><b>MED EXP (Any one person)</b> \$ 10,000<br><b>PERSONAL &amp; ADV INJURY</b> \$ 1,000,000<br><b>GENERAL AGGREGATE</b> \$ 2,000,000<br><b>PRODUCTS - COMP/OP AGG</b> \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> <b>ANY AUTO</b><br><input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b><br><input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b><br><input checked="" type="checkbox"/> <b>Comp Ded -</b> <input checked="" type="checkbox"/> <b>Coll Ded -</b> |                                                            |            | CAP3589057    | 07/01/13                | 07/01/14                | <b>COMBINED SINGLE LIMIT (Ea accident)</b> \$ 1,000,000<br><b>BODILY INJURY (Per person)</b> \$<br><b>BODILY INJURY (Per accident)</b> \$<br><b>PROPERTY DAMAGE (Per accident)</b> \$<br>\$                                                                                                   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b><br><input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTIONS</b> 10000                                                                                                                   |                                                            |            | CUP2803206    | 07/01/13                | 07/01/14                | <b>EACH OCCURRENCE</b> \$ 5,000,000<br><b>AGGREGATE</b> \$ 5,000,000<br>\$                                                                                                                                                                                                                    |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><input type="checkbox"/> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> (Mandatory in NH)<br>If yes, describe under <b>DESCRIPTION OF OPERATIONS</b> below<br><b>Inland Marine (Contr Equip)</b>                                                                                                                                                | <b>Y/N</b><br><input checked="" type="checkbox"/> <b>N</b> | <b>N/A</b> | WC3589055     | 07/01/13                | 07/01/14                | <input checked="" type="checkbox"/> <b>WC STATU-TORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b><br><b>E.L. EACH ACCIDENT</b> \$ 500,000<br><b>E.L. DISEASE - EA EMPLOYEE</b> \$ 500,000<br><b>E.L. DISEASE - POLICY LIMIT</b> \$ 500,000<br>7,685,460                                  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Iowa Department of Transportation and all 99 counties in the State of Iowa are additional insured with respects general liability in connection with any and all work preformed under contract for the Iowa DOT and or all 99 counties in the State of Iowa.

**CERTIFICATE HOLDER****CANCELLATION**

Attn: Donna Banker

Iowa Department of Transportation

800 Lincoln Way

Ames, IA 50010

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

BLACKTOP SERVICE CO. & SUBSIDIARY  
Contract No.: 11-7422-613

Bid Order: 153  
Letting: 18FEB2014

This certification must be signed by an Officer of the Company and  
returned along with the signed contract to the Contracting Authority:  
the CITY OF STORM LAKE

STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY  
FOR CONSTRUCTION ACTIVITIES.

Certification Statement

For the projects which include a Storm Water Pollution Prevention Plan (PPP)  
on the contract shown above:

"I certify under penalty of law that I understand the terms and conditions  
of the general (or individual, if applicable) National Pollutant Discharge  
Elimination System (NPDES) permit that authorizes the storm water discharges  
associated with industrial activity from the construction site as part of  
this certification.

Further, by my signature, I understand that I am becoming a co-permittee,  
along with the owner(s) and other contractors and subcontractors signing  
such certifications, to the Iowa Department of Natural Resources NPDES  
General Permit No. 2 for "Storm Water Discharge Associated with Industrial  
Activity for Construction Activities" (or individual NPDES permit, if  
applicable) at the identified site. As a co-permittee, I understand that I,  
and my company, are legally required under the Clean Water Act and the Code  
of Iowa, to ensure compliance with the terms and conditions of the storm  
water pollution prevention plan developed under this NPDES permit and the  
terms of this NPDES permit."

Name Robert P Wagner  
Type, Stamp or Print Legibly

Title President

BLACKTOP SERVICE CO. & SUBSID. Phone: (515) 332-4208  
16 NORTH TAFT  
P.O. BOX 632  
HUMBOLDT, IA 50548-0632

Signed By Robert P Wagner

Date 3/14/14

## Staff Summary

3/17/2014

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:** James H. Patrick, City Manager

**SUBJECT:** **Motion To Direct The Mayor To Acknowledge Acceptance Of Amended CDBG Award**

**BACKGROUND:** The City of Storm Lake has been designated as Iowa's Water, Wastewater, and Storm Water Best Management Practices Demonstration City.

IEDA would like to award Storm Lake an additional \$75,000 in CDBG funds. This award is funded through CDBG Technical Assistance funds and meant to be used only for consultation services to help Storm Lake establish a community wide water best practices template. This template will emphasize green infrastructure best management practices to treat water as a resource. Part of this effort will include coordinating a community visioning and design charrette event that will act to kick off and guide the development of the water template. This template will be used by IEDA for other communities to follow.

The City and IEDA have issued a Request For Qualifications to select a consultant to lead this effort. Responses have been received and the selection and negotiations are in process. A formal contract for those services will be ready for Council consideration at the April 7th meeting.

For this project IEDA is willing to fund up to \$75,000 of the total project which is estimated to be in the \$75-90,000 range. Their preferred method to do this is through an amendment to an existing grant with the City.

IEDA originally awarded the City of Storm Lake a \$600,000 CDBG grant for the North Central Storm Water project, currently under design. The proposed amendment will amend the existing agreement by adding an additional \$75,000 in grant funding and adding the additional scope of work to the current grant.

**FISCAL IMPACT:** The amended CDBG award is intended to pay for the water best practices template. The budget will be amended to reflect the additional revenue and anticipated expense.

The total cost of the plan development is anticipated to be \$75 - 90,000. The Grant will fund a maximum of \$75,000 with no required match. If the cost of the project is more than the \$75,000 available thru the grant the City would have to fund the remaining portion from Storm Water Utility Fund balance or seek additional funding from IEDA.

**RECOMMENDATION:**

Pass the motion directing the Mayor to sign the acceptance of the amended CDBG award

**ATTACHMENTS:**

|   | Description                    | Type            |
|---|--------------------------------|-----------------|
| D | <a href="#">CDBG Amendment</a> | Backup Material |

City of Storm Lake, Iowa  
13-CF-004  
Jeff Geerts, Project Manager

Please have an authorized representative sign this page indicating acceptance of this amended CDBG award and upload the signed document to IowaGrants.gov, major amendment section.

City of Storm Lake agrees to be an IEDA best practices demonstration community. IEDA will partner with the City of Storm Lake to provide targeted technical assistance, to identify financial assistance opportunities and to promote the efforts of the greater Storm Lake community to demonstrate best practices in community stormwater, drinking water and wastewater infrastructure with an emphasis on green infrastructure practices to improve water quality and reduce stormwater runoff.

These additional funds are to be utilized only for consulting services to help Storm Lake establish a community-wide water management template that emphasizing green infrastructure best practices to treat water as a resource. Part of this effort will include coordinating a community visioning and design charrette event that will act to kick off and guide the development of a community water template, focused on storm water and waste water, but could also include drinking water if funds are available. The template as well as process will be used by IEDA as a best practice for other communities to follow.

Anticipated components of the template include:

- Community Visioning and Design Charrette to Identify Issues
- Resource Inventory as well as the process used to complete it
- Subwatershed Delineation as well as a discussion on how this was completed
- GIS & Infrastructure Mapping
- Water Quantity and Quality modeling to define protection practices unique to each sub-watershed as well as a listing and definition of each practice and why it is the preferred practice.
- Implementation/Capital Improvement Program including estimated costs and potential funding sources
- Overall commentary on the process used to create the template, the time involved, the resources both City and Consultant, and recommendations of efficiencies.

The City of Storm Lake, Iowa, acting by and through its duly authorized officers, hereby accepts the amended award described in this letter dated February 20, 2014 (the "Amended Award"), acknowledges that receipt of this Award is contingent upon the satisfaction of all conditions of the CDBG Program and the execution of the Contract Amendment, and agrees to be bound by all program requirements of the CDBG Program, IEDA guidelines and the Contract with respect to this Award.

City of Storm Lake, Iowa  
13-CF-004  
Jeff Geerts, Project Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

## Staff Summary

3/17/2014

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:** **Amendment To The Historical Survey Contract With Jennifer Price, Price Preservation Research**

**BACKGROUND:** For the Downtown Facade Revitalization Grant, the City needed to obtain historical surveys that would be submitted to the State Historical Preservation Office (SHPO). The City entered into an agreement with Jennifer Price, Price Preservation Research, on January 6, 2014 to complete historical surveys of the Storm Lake Downtown buildings to determine if the City has a historical district, if individual buildings are deemed historic, or if buildings are not deemed historic.

Due to a personal event that occurred, Jennifer Price informed the City last week that she was behind schedule in completing these historical survey documents and would not make the April 1st deadline that was agreed to in the contract. City Staff and Jennifer Price agreed to a contract amendment which gives Jennifer until May 1st to complete and submit the surveys. In return the contract price will be reduced by \$1,500 to \$8,032.50.

By changing the contract completion date, Jennifer Price is confident she will be able to complete the documents before the May 1st deadline but wanted to give herself enough time to ensure the historical surveys were being completed correctly.

**FISCAL IMPACT:** By allowing Jennifer Price to have one more month to complete the Historical Surveys, the previous contract will be reduced by \$1,500 for a new total of \$8,032.50.

**RECOMMENDATION:** Approve the amendment to the Historical Survey Agreement.

**ATTACHMENTS:**

| Description                                                            | Type     |
|------------------------------------------------------------------------|----------|
| <input type="checkbox"/> <a href="#">Amendment 1 to Price Contract</a> | Contract |

**AMENDMENT TO AGREEMENT FOR ARCHITECTURAL / HISTORICAL SURVEY  
OF DOWNTOWN STORM LAKE, IOWA**

This is an Agreement between the City of Storm Lake, Iowa (the “City”) and Jennifer Price of Price Preservation Research (the “Consultant”).

Background

The City and the Consultant entered into an Agreement for Architectural/Historical Survey of Downtown Storm Lake, Iowa dated January 6, 2014 that was executed by the City on January 6, 2014 and by the Consultant January 9, 2014 (the “Agreement”). The Agreement provided for an April 1, 2014 completion date for the Consultant’s report and provided for compensation to be paid by the City to the Consultant of \$9,532.50. Through this amendment to the Agreement, the City and Consultant, wish to extend the time in which the Consultant is to complete her work under the Agreement and to adjust the Consultant’s compensation provided for under the Agreement.

Terms of Agreement

In consideration of the promises, representations, and assurances set forth below, the City and the Consultant agree as follows:

1. Article II of the Agreement is amended by striking “nine thousand five hundred thirty two dollars and fifty cents (\$9,532.50)” as the amount of compensation to be paid by the City to the Consultant, and substituting in lieu thereof, “eight thousand thirty two dollars and fifty cents (\$8,032.50)” as the amount of such compensation.

2. Article III of the Agreement is amended by striking “April 1, 2014” as the completion date of the Consultant’s report submission and substituting in lieu thereof “May 1, 2014” as such completion date.

3. The original terms and conditions of the Agreement, as modified by the above amendments, remain in full force and effect.

Date: \_\_\_\_\_

\_\_\_\_\_  
Jennifer Price

Date: \_\_\_\_\_

CITY OF STORM LAKE, IOWA

By: \_\_\_\_\_  
Jon F. Kruse, Mayor

Attest: \_\_\_\_\_  
Justin Yarosevich, City Clerk

## Staff Summary

3/17/2014

Agenda Item # 8.



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

**REPORT TO:** Honorable Mayor and City Council

**FROM:** Emily Haselhoff, Planning Coordinator

**SUBJECT:** **Ordinance No. 07-O-2013-2014 Zoning Ordinance, Subdivision Ordinance, & Zoning Map - Second Reading**

**BACKGROUND:** The Planning and Zoning Commission has worked with City Staff and the City's planning consultants at HKGI to update the Zoning Ordinance, Subdivision Ordinance, and Zoning Map since February 2013. The Commission met monthly to review the ordinances, map, and all the proposed changes to make sure they coincide with the visions for the City of Storm Lake and our Comprehensive Plan.

At the February 17th Council meeting, the City Council sent the Zoning Ordinance and Subdivision Ordinance back to the Commission and asked the Planning and Zoning Commission to review the zoning located between Barton and Terrence Street and the institutional districts over Buena Vista University, Methodist Manor, and Otsego Place.

At the Planning and Zoning Commission meeting on February 24th, the Commission discussed the actions and zoning recommendations that they made in this area and felt that the scaled back the IN-2 and IN-3 zoning they did in January was appropriate with the IN-2 only over properties owned by Buena Vista University in the campus setting and with the IN-3 zoning over properties owned by Methodist Manor and one property that is surrounded by properties owned by Methodist Manor.

The Planning and Zoning Commission have held three public hearings and various study sessions relating to the Zoning Ordinance, Subdivision Ordinance and Zoning Map and more specifically relating to the IN Districts within the City.

The Planning and Zoning Commission was satisfied with their proposed zoning they submitted to Council. With their changes and modifications to scale back the IN Districts at the January study session, they felt the proposed changes to the Zoning Ordinance, Subdivision Ordinance, and Zoning Map were in

accordance with the Comprehensive Plan that the Council had approved in February 2013. The Commission did not wish to change their recommendation and referred this back to Council.

The Planning and Zoning Commission's recommendation to the City Council was to approve the Zoning Ordinance, Subdivision Ordinance, and Zoning Map as follows: "As requested by the City Council, and in consideration of the previous public hearings by this Commission, including refinements in response to citizen input, the Commission has reviewed the Ordinances. It is recommended that the document go to the City Council for consideration and adoption. The recommendation is also contingent upon the addition of Indexes and hyperlinks throughout the documents once the Zoning Ordinance, Subdivision Ordinance, and Zoning Map are approved."

Staff would also recommend the Council approve the updates to the Zoning Ordinance, Subdivision Ordinance, and Zoning Map. A comparison chart has been attached to this staff summary that compares the R-2, R-4, IN-2, & IN-3 zoning districts and includes the district purpose statements, permitted and conditional uses for each district, development regulations, and buffer requirements for those specific zoning districts. Copies of the draft ordinances and maps as well as the Planning and Zoning Commission recommendation are also attached to this staff summary.

Copies of the updated Zoning Ordinance, Subdivision Ordinance, and Zoning Map have been attached to this staff summary for Council review. The ordinances and maps are also located on the [www.stormlake.org/draftzoning](http://www.stormlake.org/draftzoning) website.

**FISCAL IMPACT:**

The total cost for the project is \$17,000.

**RECOMMENDATION:**

Adopt Ordinance No. 07-O-2013-2014  
1st Reading - March 3, 2014 - Approved  
2nd Reading - March 17, 2014  
3rd Reading - April 7, 2014

**ATTACHMENTS:**

| Description                                                                                                                                  | Type            |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|  <a href="#">Ordinance No. 07-O-2013-2014</a>             | Ordinance       |
|  <a href="#">P&amp;Z Action Taken</a>                     | Backup Material |
|  <a href="#">Updated Zoning Ordinance</a>                 | Ordinance       |
|  <a href="#">Updated Subdivision Ordinance</a>            | Ordinance       |
|  <a href="#">New Zoning Map</a>                           | Map             |
|  <a href="#">New Zoning Map with Overlay Districts</a>    | Map             |
|  <a href="#">Zoning Comparisons: R-2, R-4, IN-2, IN-3</a> | Backup Material |

## **ORDINANCE NO. 07-O-2013-2014**

### **AN ORDINANCE AMENDING THE CITY OF STORM LAKE ZONING AND SUBDIVISION REGULATIONS AND ADOPTING THE OFFICIAL ZONING MAP**

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, is granted the power to adopt zoning and subdivision regulations as per Iowa Code Chapters 414 and 354 ; and

WHEREAS, the City Council of the City of Storm Lake deems it necessary to regulate the use and development of land in order to consider the protection of soil from wind and water erosion; to encourage efficient urban development patterns; to lessen congestion in the street; to secure safety from fire, flood, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to promote the conservation of energy resources; to promote reasonable access to solar energy; to facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, and other public requirements; and to carry out certain goals and strategies identified in the Storm Lake Comprehensive Plan; and

WHEREAS, Iowa Code Chapter 414.3 requires that zoning regulations be made in accordance with a comprehensive plan; and

WHEREAS, the City of Storm Lake adopted an updated comprehensive plan by Resolution No. 94-R-2012-2013 on February 18, 2013; and

WHEREAS, revisions to the zoning and subdivision regulations have been recommended for the purposes of ensuring consistency with the comprehensive plan, correcting technical errors and omissions, and enhancing clarity and usability; and

WHEREAS, the Planning and Zoning Commission has held a series of meetings in 2013 and 2014 discussing and reviewing changes including public hearings held on October 28<sup>th</sup> and November 25<sup>th</sup> of 2013 and February 10<sup>th</sup>, 2014; and

WHEREAS, the Planning and Zoning Commission has recommended approval of the proposed zoning and subdivision regulations and map amendments.

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

Section 1. Adoption of the Zoning Ordinance by reference: The City Council of the City of Storm Lake, State of Iowa, hereby adopts the 2014 Zoning Ordinance, a copy of which is attached and incorporated by reference, and which is an ordinance regulating the use and

location of buildings and sites; establishing certain base zoning districts for residential, commercial, institutional, industrial and open spaces; providing standards for building setbacks, heights, lot cover and other spatial requirements; providing standards for minimum lot sizes and dimensions; establishing certain overlay districts for special uses and design parameters; providing certain supplemental use regulations for use such as horticulture, urban animal husbandry, residential uses, downtown residential uses, institutional uses, and commercial/industrial uses; providing requirements for certain site improvements such as parking, landscaping, lighting, circulation, and signage; and providing for administrative procedures to secure proper development entitlements.

Section 2. Adoption of the Subdivision Ordinance by reference: The City Council of the City of Storm Lake, State of Iowa, hereby adopts the 2014 Subdivision Ordinance, a copy of which is attached and incorporated by reference, and which is an ordinance regulating the division of lands; providing procedures and rules for the processing of plats; providing guidelines for subdivision layout and design including preservation of open space and natural features; providing requirements for access and circulation; requiring the provision of public improvements including sanitary sewer, potable water, stormwater infrastructure and utilities; and providing for the necessary dedication of public lands, financial guarantees and development agreement mechanisms to administer installation of public improvements.

Section 3. Adoption of the official zoning map by reference: The City Council of the City of Storm Lake, State of Iowa, hereby adopts the 2014 Zoning Map as its official zoning map.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Chapters 414 and 354 of the Code of Iowa, as amended, with respect to establishing zoning regulations and regulating the platting, division, and subdivision of land.

Section 5. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Jon F. Kruse, Mayor

ATTEST:

---

Justin Yarosevich, City Clerk

**ACTION TAKEN ON UPDATED ZONING ORDINANCE,  
SUBDIVISION ORDINANCE, & ZONING MAP**

**CITY OF STORM LAKE**

**PLANNING AND ZONING COMMISSION**

Date: February 24, 2014

Applicant: City of Storm Lake Zoning Ordinance, Subdivision  
Ordinance, & Zoning Map



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

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

X Approved \_\_\_\_\_ Denied

Reason for approval or denial: (list complete data) As requested by the City Council, & in  
consideration of the previous public hearings by this Commission,  
including refinements in response to citizen input, the Commission  
has reviewed the Ordinances. It is recommended that the  
document go to the City Council for consideration and  
adoption. Contingent upon the addition of indexes and  
hyperlinks throughout the documents.

Acted upon this 24 day of February 2014.

Signed: \_\_\_\_\_

Randy J. [Signature]  
Chairman

Attest: \_\_\_\_\_

Emilee Haselhoff  
Secretary

-----  
The City Council has reviewed the foregoing documents and recommendations and hereby  
\_\_\_\_\_ Approves \_\_\_\_\_ Denies the documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Signed: \_\_\_\_\_

Administrator

Attest: \_\_\_\_\_

City Clerk



# The Zoning Ordinance Of the City of Storm Lake, Iowa

---

## ~ Proposed Amendments ~

### Draft for Post Public Hearing – 7 February 2014

Comments can be submitted ahead of the workshop to Emily Haselhoff, Planning Coordinator at [haselhoff@stormlake.org](mailto:haselhoff@stormlake.org) or to request a meeting or questions contact Emily at 712.732.8002.

\* Recommended changes to the current zoning ordinance are provided in a separate document tracked by ~~strikethrough~~ for deleted text and underline text for new additions in a separate document. A copy of the marked up document is available upon request.

## GENERAL PROVISIONS

# 1 ARTICLE ONE – GENERAL PROVISIONS

---

### 101 Title

This title of the Storm Lake Municipal Code shall be known as the Zoning Ordinance of the City of Storm Lake.

### 102 Jurisdiction

The provisions of this chapter shall be applicable to all property within the corporate limits of the City of Storm Lake and within two miles of the corporate limits as provided by [Chapter 414, Code of Iowa](#).

### 103 Purpose

The purposes of the Zoning Ordinance of the City of Storm Lake are to:

- a. Serve the public health, safety, and general welfare of the city and its jurisdiction.
- b. Classify property in a manner that reflects its suitability for specific uses.
- c. Provide for sound, attractive development within the city and its jurisdiction.
- d. Encourage compatibility of adjacent land uses.
- e. Protect environmental, historical, and cultural assets.
- f. Further the objectives of the Comprehensive Plan of the City of Storm Lake.

### 104 Consistency with Comprehensive Plan

The City of Storm Lake intends that this Zoning Ordinance and any amendments to it shall be consistent with the City's Comprehensive Plan. It is the City's intent to amend this ordinance whenever such action is deemed necessary to keep regulatory provisions in conformance with the Comprehensive Plan.

## **GENERAL PROVISIONS**

### **105 Conflicting Provisions**

The Zoning Ordinance shall be held to provide the minimum requirements necessary for the promotion of the public health, safety, and welfare. If any provision of the Zoning Ordinance conflicts with any other provision of the Zoning Ordinance, any other Ordinance of the City of Storm Lake, or any applicable State or Federal law, the more restrictive provision shall apply.

### **106 Relief from Other Provisions**

Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.

### **107 Severability of Provision**

If any chapter, section, clause, or phrase of this Zoning Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

### **108 Publication**

This Ordinance shall be published in book or pamphlet and electronic (online) form and shall, together with the maps being a part hereof, shall be filed with the City Clerk of the City of Storm Lake, Iowa.

## 2 ARTICLE TWO - DEFINITIONS

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### 201 Purpose

Article Two shall be known as the Definitions. The purpose of these provisions is to promote consistency and precision in the interpretation of the Zoning Ordinance. The meaning and construction of words as set forth shall apply throughout the Zoning Ordinance, unless where modified in a specific section or where the context of such words or phrases clearly indicates a different meaning or construction.

### 202 General Construction of Language

The following general rules of construction apply to the text of the Zoning Ordinance.

a. Headings

Section and subsection headings contained herein are provided for illustrative purposes only and shall not be deemed to limit, govern, modify, or otherwise affect the scope, meaning, intent of any provision of the Zoning Ordinance.

b. Illustration

In the case of any real or apparent conflict between the text of the Ordinance and any illustration explaining the text, the text shall apply.

c. Shall and May

“Shall” is always mandatory. “May” is discretionary.

d. Tenses and Numbers

Words used in the present tense include the future tense. Words used in the singular include the plural, and the plural the singular, unless the context clearly indicates the contrary.

e. Conjunctions

Unless the context clearly indicates the contrary, the following conjunctions shall be interpreted as follows:

1. “And” indicates that all connected items or provisions apply.
2. “Or” indicates that the connected items or provisions may apply singly or in any combination.
3. “Either ... or” indicates that the connected items or provisions shall apply singly but not in combination.

## DEFINITIONS

### f. Referenced Agencies

Unless otherwise indicated, all public officials, bodies, and agencies referred to in this Chapter are those of the City of Storm Lake.

## 203 Definition of Terms

For the purposes of this Zoning Ordinance, certain terms and words are hereby defined. Certain sections contain definitions, which are additional to those listed here. Where terms are not specifically defined, their ordinarily accepted meaning or meanings implied by their context shall apply.

## 204 A

1. **Abutting:** Having lot lines or district boundaries in common, including property separated by a public street or alley. Used interchangeably with adjacent.
2. **Accessory Structure:** A structure, which is incidental to and customarily associated with a specific principal use or building on the same site.
3. **Accessory Use:** A use, which is incidental to and customarily associated with a specific principal use on the same site.
4. **Addition:** Any construction which increases the size of a building or structure in terms of site coverage, height, length, width, or gross floor area.
5. **Agent of Owner:** Any person showing written verification that he/she is acting for, and with the knowledge and consent of, a property owner.
6. **Alley:** A public right of way, which is used as a secondary means of access to abutting property.
7. **Alteration:** Any construction or physical change in the internal arrangement of spaces, the supporting members, the positioning on a site, or the appearance of a building or structure.
8. **Apartment:** A housing unit within a building designed for and suitable for occupancy by only one family. Apartments are generally located within multi-family residential buildings.
9. **Attached:** Having one or more walls in common with a principal building or connected to a principal building by an integral architectural element, such as a covered passageway; facade wall extension; or archway.

## 205 B

1. **Base Zoning District:** A district established by this Ordinance, which prescribes basic regulations governing land use and site development standards. No more than one Base

## DEFINITIONS

Zoning District shall apply to any individually platted lot or parcel unless the lot or parcel is part of a Planned Unit Development.

2. Basement: A level of a building below street level that has at least one-half of its height below the surface of adjacent ground.
3. Beginning of Construction: The initial incorporation of labor and materials into the foundation of a building or structure.
4. Block: An area of land within a subdivision that is entirely bounded by streets and the exterior boundaries of the subdivision, or by a combination of the above with a watercourse or lake, and which has been designated as such on a plat for the purposes of legal description of a property.
5. Block Face: The property abutting one side of a street and lying between the two nearest intersection streets, or between the one nearest intersecting street and a major physical barrier, including, but not limited to, railroads, streams, lakes, or the corporate limits of Storm Lake.
6. Board of Adjustments: A body, established by the City, pursuant to [Chapter 414 of the Code of Iowa](#), expressly for the purpose of granting relief from situations of hardship, to hear appeals, and to provide for approval of variances and conditional uses as provided by this Ordinance.
7. Buffer yard: A landscaped area intended to separate and partially obstruct the view of two adjacent land uses or properties from one another.
8. Building: A structure entirely separated from any other structure by space or by walls and having a roof and built to provide shelter, support, or enclosure for persons or property.
9. Building Coverage: The area of a site covered by buildings or roofed areas, excluding allowed projecting eaves, balconies, and similar features.
10. Building Envelope: The three-dimensional space within which a structure is permitted to be built on a lot after all zoning and other applicable municipal requirements have been met.
11. Building Footprint: The outer boundary of a building established by the location of its exterior walls.
12. Building Official: The designee of the City Council, responsible for the enforcement of the Uniform Building Code.
13. Business: Activities that include the exchange or manufacture of goods or services on a site.
14. Business Center: A building containing more than one commercial business, or any group of non-residential buildings within a common development, characterized by shared parking and access.
15. Boarding House for Students: A boarding house for students is a residential facility providing housing for students who are enrolled in any public, private or parochial school, vocational schools, college or university together with any necessary support staff.

## DEFINITIONS

### 206 C

1. Certificate of Occupancy: An official certificate issued by the Building Official or his/her designee, upon finding of conformance with the Uniform Building Code, and upon receipt of a Certificate of Zoning Compliance.
2. Certificate of Zoning Compliance: An official certificate issued by the Zoning Administrator or his/her designee, which indicates that the proposed use of building or land complies with the provisions of the Zoning Ordinance.
3. Change of Use: The replacement of an existing use by a new use.
4. Cluster: A development design technique that concentrates buildings in specific areas on a site to allow remaining land to be used for recreation, common open space, or the preservation of historically or environmentally sensitive features.
5. City: The City of Storm Lake, Iowa.
6. City Code: The official rules and regulations for the City of Storm Lake, Iowa.
7. City Council: The City Council of Storm Lake, Iowa.
8. Cluster Development: A development design technique that concentrates buildings in specific areas on a site to allow remaining land to be used for recreation, common open space, or the preservation of historically or environmentally sensitive features.
9. Co-Housing Community: A cohousing community is a type of intentional community composed of private homes supplemented by shared facilities. The community is planned, owned, and managed by the residents – who also share activities which may include cooking, dining, child care, gardening, and governance of the community. Common facilities may include a kitchen, dining room, laundry, child care facilities, offices, internet access, guest rooms, and recreational features.
10. Common Area: An area held, designed, and designated for common or cooperative use within a development.
11. Common Development: A development proposed and planned as one unified project not separated by a public street or alley.
12. Common Open Space: Land within or related to a development that is not individually owned or dedicated for public use, designed and generally intended for the common use of the residents of the development.
13. Compatibility: The degree to which two or more different land use types are able to exist together in close proximity, with no one use having significant negative effects on any other use.
14. Comprehensive Plan: The duly adopted Comprehensive Plan of the City of Storm Lake.
15. Conditional Use: A use that may be permitted in a zoning district subject to special conditions and with the approval of the Board of Adjustment. Conditional Uses are considered identical to Special Exception Uses as authorized by the Code of Iowa.

## DEFINITIONS

16. Condominium: A real estate ownership arrangement that combines simple title to a specific unit and joint ownership in common elements shared with other unit owners. Types of units may include dwelling units, parking spaces, office spaces, or commercial spaces.
17. Conservation Subdivision: Wholly or in majority, a residential subdivision that permits a reduction in lot area, setback, or other site development regulations, provided 1) there is no increase in the overall density permitted for a conventional subdivision in a given zoning district, and 2) the remaining land area is used for common space.
18. County: Buena Vista County, Iowa.
19. Court: An approved private right-of-way, which provides access to residential properties, does not function as a local street because of its alignment, design, or location and is completely internal to a development.
20. Courtyard: An open, unoccupied space, bounded on two or more sides by the walls of the building.

## 207 D

1. Density: The amount of development per specific unit of a site.
  - (a) Density, Gross: The total number of dwelling units divided by the total project area, expressed as gross dwelling units per acre.
  - (b) Density, Net: The total number of dwelling units divided by the total developable land area of a project. Net density calculations exclude public or private street rights of way, dedicated public park or open space, wetlands or water bodies, and any utility easement that prohibits development.
2. Drive-in Services: Uses that involve the sale of products or provision of services to occupants in vehicles.
3. Deck – a structural platform with or without a roof structure that adjoins a house and is supported by a means other than the principal structure (i.e. footings.)
4. Detached: Fully separated from any other building or jointed to another building in such a manner as not to constitute an enclosed or covered connection.
5. Driveway: A permanently paved, surfaced area providing vehicular access between a street and an off-street parking or loading area.
6. Duplex: A structure containing two separate but connected dwelling units, each of which is designed to be occupied as a separate permanent residence for one family and each of which has direct access to the outside.
7. Dwelling Unit: One or more rooms, designed, occupied or intended for occupancy as a separate living quarter, with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household.

## DEFINITIONS

### 208 E

1. Easement: A privilege or right of use granted on, above, under, or across a particular tract of land for a specific purpose by one owner to another owner, public or private agency, or utility.
2. Enclosed: A roofed or covered space fully surrounded by walls.

### 209 F

1. Family: Two or more persons (one of whom is the householder) related by birth, marriage, or adoption, living together and sharing common living, sleeping, cooking, and eating facilities within an individual housing unit.
2. Federal: Pertaining to the Government of the United States of America.
3. Frontage: The length of a property line of any one premise abutting and parallel to a public street, private way, or court.

### 210 G

1. Grade: The horizontal elevation of the finished surface of ground, paving, or sidewalk adjacent to any building line.
  - (a) For buildings having walls facing one street only, the grade shall be the elevation of the sidewalk at the center of the wall facing the street.
  - (b) For buildings having walls facing more than one street, the grade shall be the average elevation of the grades of all walls facing each street.
  - (c) For buildings having no walls facing a street, the grade shall be the average level of the finished surface of the ground adjacent to the exterior walls of the building.
2. Gross Floor Area: The total enclosed area of all floors of a building, measured to the inside surfaces of the exterior walls. This definition excludes the areas of basements, elevator shafts, airspaces above atriums, and enclosed off-street parking and loading areas serving a principal use.

### 211 H

1. Height: The vertical distance from the established grade to the highest point of the coping of a flat roof, the deck line of a mansard roof, or to the ridge for gable, hip, shed, or gambrel roofs. For other cases, height shall be measured as the vertical distance from the established grade to the highest point of a structure as herein defined. Where a building or structure is located on a slope, height shall be measured from the average grade level adjacent to the building or structure.

## DEFINITIONS

2. Home Based Business/Home Occupation: An accessory occupational use conducted entirely within a dwelling unit by its inhabitants, which is clearly incidental to the residential use of the dwelling unit or residential structure and does not change the residential character of its site.
3. Housing Unit or Dwelling Unit: A building or portion of a building arranged for and intended for occupancy as an independent living facility for one family, including permanent provisions for cooking.

### 212 I

1. Impervious Coverage: The total horizontal area of all buildings, roofed or covered spaces, paved surface areas, walkways and driveways, and any other site improvements that decrease the ability of the surface of the site to absorb water, expressed as a percent of site area. The surface water area of pools is excluded from this definition.

### 213 J

### 214 K

### 215 L

1. Landscaped Area: The area within the boundaries of a given lot, site or common development consisting primarily of plant material, including but not limited to grass, sod, trees, shrubs, vines, ground cover, and other organic plant materials; or grass paver masonry units installed such that the appearance of the area is primarily landscaped.
  - (a) Perimeter Landscaped Area: Any required landscaped area that adjoins the exterior boundary of a lot, site or common development.
  - (b) Interior Landscaped Area: Any landscaped area within a site exclusive of required perimeter landscaping.
2. Loading Area: An off-street area used for the loading or unloading of goods from a vehicle in connection with the use of the site on which such area is located.
3. Lot: A parcel of property with a separate and distinct number or other identifying designation which has been created, assigned and recorded in the Office of the Buena Vista County Register of Deeds, as provided for by appropriate sections of the Code of Iowa.
  - (a) Corner Lot: A lot located at the junction of at least two streets, private ways or courts or at least two segments of a curved street, private way or court, at which the angle of intersection is no greater than 135 degrees.
  - (b) Double Frontage Lot: A lot, other than a corner lot, having frontage on two streets, private ways or courts. (Also known as a Through Lot)

## DEFINITIONS

- (c) Interior Lot: A lot other than a corner lot.
  - (d) Common Development Lot: When two or more contiguous lots are developed as part of a Planned Unit Development, these lots may be considered a single lot for purposes of this ordinance.
- 4. Lot Area: The total horizontal area within the lot lines of a lot (as expressed in square feet or acres).
  - 5. Lot Depth: The mean horizontal distance measured between the front and rear lot lines.
  - 6. Lot Line: A property boundary line(s) of record that divides one lot from another lot or a lot from the public or private street right-of-way or easement.
    - (a) Front Lot Line: The lot lines separating a lot and a public or private street right-of-way or easement.
      - 1) For an interior lot, the lot line separating the lot from the right-of-way or easement.
      - 2) For a corner lot, the shorter lot line abutting a public or private street or easement. In instances of equal line dimension, the Zoning Administrator shall determine the front lot line, or as may be noted on the final plat.
      - 3) For a double frontage lot, the lot lines separating the lot from the right-of-way or easement of the more minor street. In cases where each street has the same classification, the front lot line shall be determined by the Zoning Administrator at the time of application for the original building permit for the lot, or as may be noted on the final plat.
    - (b) Rear Lot Line: The lot line, which is opposite and most distant, from the front line.
    - (c) Side Lot Line: Any lot line that is neither a front or rear lot line. A side lot line separating a lot from a street, private way or court is a street side lot line. A side lot line separating a lot from another lot or lots is an interior side lot line.
  - 7. Lot Width: The horizontal distance measured between the side lot lines of a lot, at right angles to its depth along a straight line parallel to the front lot line at the minimum required setback line.

## 216 M

- 1. Manufactured Housing: Prefabricated houses that are constructed in parts off site or in a factory and then assembled at the building site in modular sections. Manufactured housing is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site; does not have permanently attached to its body or frame any wheels or axles; bears a label certifying that it was built in compliance with the National Manufactured Home Construction and Safety Standards promulgated by the US Department of Housing and Urban Development

## DEFINITIONS

2. Mixed Use Building: A building or structure that incorporates two or more use types within a single building or structure, provided that each use type is permitted within the individual Base Zoning District in which the building or structure is to be located.
3. Mixed Use Development: A single development, which incorporates complementary land use types.
4. Mobile Homes: A building type designed to be transportable in one or more sections, constructed on a permanent chassis or undercarriage, and designed to be used as a dwelling unit or other use with or without a permanent foundation when connected to the required utilities, but not bearing a seal attesting to the approval and issuance of the Iowa Department of Health or conformance to the manufactured home procedural and enforcement regulations, as adopted by the US Department of Housing and Urban Development; or not otherwise satisfying the definition of Manufactured Home Dwellings.
5. Mobile Home Park: A unified development under single ownership, developed, planned, and improved for the placement of mobile home units for non-transient use. Mobile Home Parks include common areas and facilities for management, recreation, laundry, utility services, storage, storm shelter, and other services; but does not include mobile home sales lots on which unoccupied mobile homes are parked for the purposes of display, inspection, sale, or storage.
6. Mobile Home Subdivision: A development subdivided, planned, and improved for the placement of mobile home units on lots for uses by the individual owners of such lots. Mobile Home Subdivisions may include common areas and facilities for management, recreation, laundry, utility services, storage, storm shelter, and other services; but do not include mobile home sales lots on which unoccupied mobile homes are parked for the purpose of display, inspection, sale, or storage.
7. Modular Home: See manufactured home dwelling.
8. Multi-Generational Household: a family household consisting of three or more generations living under the same roof.

## 217 N

1. Nonconforming Development: A building, structure, or improvement which does not comply with the regulations for its Zoning district set forth by this Zoning Ordinance but which complied with applicable regulations at the time of construction.
2. Nonconforming Lot: A lot which was lawful prior to the adoption, revision, or amendment of this Zoning Ordinance but that fails by reason of such adoption, revision, or amendment to conform to the present requirements of the zoning ordinance.
3. Nonconforming Sign: A sign that was legally erected prior to the adoption, revision, or amendment of this Zoning Ordinance but that fails by reason of such adoption, revision, or amendment to conform to the present requirements of the zoning ordinance.
4. Nonconforming Structure: A structure which was lawful prior to the adoption, revision, or amendment of this Zoning Ordinance but that fails by reason of such adoption, revision, or amendment to conform to the present requirements of the zoning ordinance.

## DEFINITIONS

5. Nonconforming Use: A land use which was lawful prior to the adoption, revision, or amendment of this Zoning Ordinance but that fails by reason of such adoption, revision, or amendment to conform to the present requirements of the zoning ordinance.
6. Nuisance: An unreasonable and continuous invasion of the use and enjoyment of a property right which a reasonable person would find annoying, unpleasant, obnoxious, or offensive.

### 218 Q

1. Open Space: Land and water areas retained for use as active or passive recreation areas or for resource protection in an essentially undeveloped state. Open space does not include required yard areas.
2. Outdoor Storage: The storage of materials, parts, or products that are related to the primary use of a site for a period exceeding three days.
3. Overlay District: A district established by this Ordinance to prescribe special regulations to be applied to a site only in combination with a base district.
4. Owner: An individual, firm, association, syndicate, partnership, or corporation having sufficient proprietary interest to seek development of land.

### 219 P

1. Parking Facility: An area on a lot and/or within a building, including one or more parking spaces, along with provision for access circulation, maneuvering, and landscaping, meeting the requirements of this Zoning Ordinance. Parking facilities include parking lots, private garages, and parking structures. Vehicle storage is distinct from parking, and is regulated by provisions in Sections 307c, 308, 309j, Table 4-2. Provisions of Article 9 also govern vehicle storage: Parking Regulations.
2. Parking, Remote: A supply of off-street parking at a location not on the site of a given development. (also considered “off –site parking”)
3. Parking Spaces: An area on a lot and/or within a building, intended for the use of temporary parking of a personal vehicle and with a means of access to a public street. This term is used interchangeably with “parking stall”.
4. Paved: Permanently surfaced with poured concrete, concrete pavers, or asphalt.
5. Permitted Use: A land use type allowed as a matter of right in a zoning district, subject only to special requirements of this Zoning Ordinance.
6. Planning and Zoning Commission: The Planning and Zoning Commission of the City of Storm Lake, as authorized pursuant to [Chapter 414 of the Code of Iowa](#).
7. Planned Unit Development: A development of land which is under unified control and is planned and developed as a whole in a single development operation or programmed series of

## DEFINITIONS

development stages. The development may include streets, circulation ways, utilities, buildings, open spaces, and other site features and improvements.

8. Porch, Unenclosed: A roofed or unroofed open structure projecting from an exterior wall of a building and having no enclosed features more than forty two inches above its floor other than a roof with supporting structure.
9. Premises: A lot, parcel, tract or plot of land, contiguous and under common ownership or control, together with the buildings and structure thereon.
10. Private Garage: A building for the storage of motor vehicles where no repair service facilities are maintained and where no motor vehicles are kept for rental or sale.
11. Property Line: See "Lot Line."

### **220** **Q**

### **221** **R**

1. Recreational Vehicle: A vehicle towed or self propelled on its own chassis or attached to the chassis of another vehicle and designed or used for temporary dwelling, recreational, or sporting purposes. Recreational vehicles include, but are not limited to, travel trailers; campers; motor coach homes; converted buses and trucks, boats, and boat trailers.
2. Regulation: A specific requirement set forth by this Zoning Ordinance, which must be followed.
3. Retention Basin: Similar to a detention basin, a retention basin is a natural or manmade depression that retains storm water runoff and does not outlet it to a surface water body. Retention basins temporarily store water until it has infiltrated into the ground or has evaporated.

### **222** **S**

1. Screening: The method by which a view of one site from another adjacent site is shielded, concealed, or hidden. Screening techniques include fences, walls, hedges, berms, or other features as may be permitted by the landscape provisions of this ordinance.
2. Setback: The required distance between every structure and the lot lines of the lot on which it is located.
3. Sign: A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land, which is intended to convey information about a product, business, activity, place, person, institution, candidate, or political idea.

## DEFINITIONS

4. Site: The parcel of land to be developed or built upon. A site may encompass a single lot; or a group of lots developed as a common development under the special and overlay districts provisions of this ordinance.
5. Site Plan: A plan, prepared to scale, showing accurately and with complete dimensioning, the boundaries of a site and the location of all buildings, structures, uses, and principal site development features proposed for a specific parcel of land.
6. State: The State of Iowa.
7. Story: The portion of a building included between the surface of any floor and the surface of the next floor above it; if there is no floor above it, the space between such floor and the next ceiling above it. A half story is a story under a sloped roof, the wall heights of which on at least two opposite, exterior walls are less than four feet.
8. Street: A right of way, dedicated to public use, which affords a primary means of access to the abutting property. This definition is intended to be inclusive of the term as defined in Iowa statute.
  - (a) Street, Arterial: A major thoroughfare primarily intended for through traffic that carries the largest volume of traffic with limited access to private property and high degree of connectivity to the regional highway system.
  - (b) Street, Collector: A street that collects traffic from local streets and disperses traffic between larger arterial highways and smaller streets and provides for access to private properties, particularly in commercial corridors or districts.
  - (c) Street, Intersecting and Principal: In regard to a site, the principal street shall be the street to which the majority of lots on a block face are oriented; the intersecting street shall be a street other than a principal street.
  - (d) Street, Local: A street, which is used primarily for access to the abutting properties and distribution of traffic from neighborhoods to collector and arterial streets.
  - (e) Street, Major: Arterial or collector
  - (f) Street, Minor: Local Streets. In some cases “minor” street may be referencing determining a street that carries less traffic or serves a lesser function in the street system when comparing one or more streets (for example when determining lot frontage on double frontage lots)
9. Structure: Any object constructed or built, the use of which requires location on the ground or attachment to something located on the ground.

## 223 T

1. Townhouse: A dwelling unit having a common wall with or abutting one or more adjacent dwelling units in a townhouse structure, with its own front and rear access to the outside, and neither above nor below any other dwelling unit. (also called a townhome or rowhouse)
2. Townhouse Structure: A building formed by at least two and not more than twelve contiguous townhouses with common or abutting walls.

## DEFINITIONS

### 224 U

1. Use: The conduct of an activity, or the performance of a function or operation, on a site or in a building or facility.
2. Utilities: Installations, either above or below ground, necessary for the production, generation, transmission, delivery, collection, treatments, or storage of water, solid or fluid wastes, storm water, energy media, gas, electronic or electromagnetic signals, or other services which are precedent to development and use of land.

### 225 V

1. Variance: Permission to depart from the zoning code when, because of special circumstances applicable to the property, strict application of the provisions of this development code deprives such property of privileges enjoyed by other property in the vicinity that is under identical zoning.

### 226 W

1. Wind Energy Conservation System (WECS): any structure or device designed to convert wind into energy for use on site or to be put back into the grid. WECS may include a standalone structure or a structure affixed to a permanent building, sign, light pole or other secure structure.

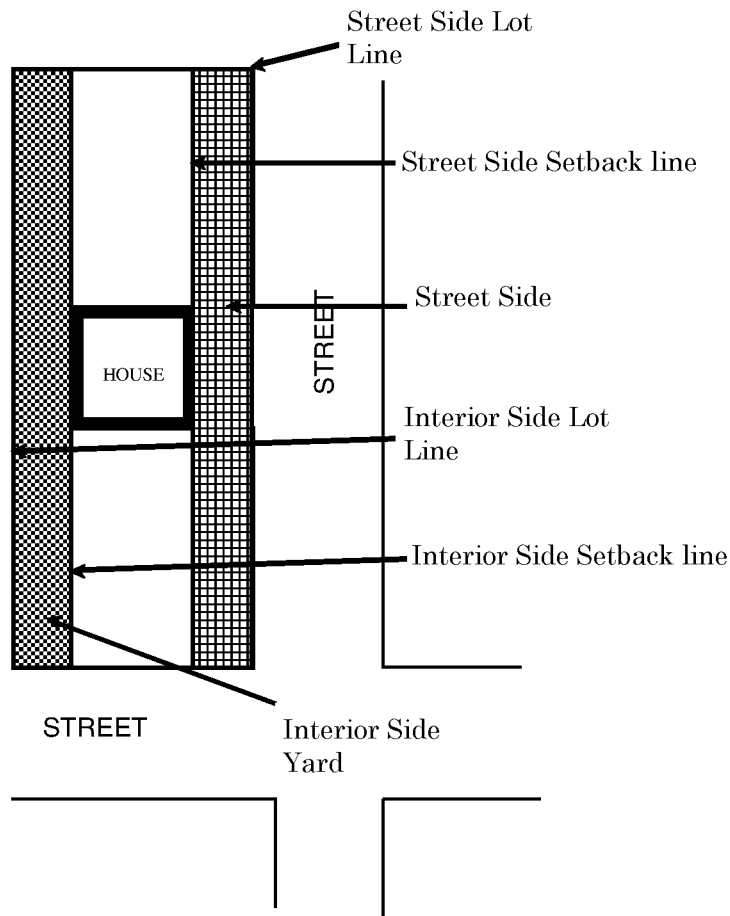
### 227 X

### 228 Y

1. Yard; Required: That portion of a lot that lies between a lot line and the corresponding building setback line or the required landscape area. This area shall be unoccupied and unobstructed from the ground upward except as may be specifically provided for or required by this ordinance.
  - (a) Front Yard: The space extending the full width of a lot, lying between the front lot line and the front setback line. For a corner lot, the front yard shall ordinarily be defined as that yard along a street, which meets one of the following two criteria:
    - 1) the yard along the block face to which a greater number of structures are oriented; or
    - 2) the yard along a street that has the smaller horizontal dimension.

## DEFINITIONS

- (b) Rear Yard: The space extending the full width of a lot, lying between the rear lot line and the rear setback line.
- (c) Side Yard: The space extending the depth of a lot from the front to rear lot lines, lying between the side yard setback line and the interior lot line.
- (d) Street Side Yard: On a corner lot, the space extending from the front yard to the rear yard, between the street side yard setback line and the street side lot line.



## 229 Z

1. Zoning Administrator: The designee of the City Council, responsible for the interpretation and administration of the City of Storm Lake Zoning Ordinance.
2. Zoning District: A designated specified land classification, within which all sites are subject to a unified group of use and site development regulations set forth in this Zoning Ordinance.

## USE TYPES

# 3

## ARTICLE THREE - USE TYPES

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### 301 Purpose

Article Three shall be known as the Use Types. The purpose of the Use Types is to establish a classification system for land uses and a consistent set of terms defining uses permitted or conditionally permitted within various zoning districts. The Use Types section also provides a procedure for determining the applicable use type of any activity not clearly within any defined use type.

### 302 Determinations

#### a. Classification of Uses

In the event of any question as to the appropriate use types of any existing or proposed use or activity, the Zoning Administrator of the City of Storm Lake shall have the authority to determine the appropriate use type. A determination of the Zoning Administrator may be appealed to the Board of Adjustment. In making such determinations, the Zoning Administrator and Board of Adjustment shall consider such characteristics or specific requirements of the use in common with those included as examples of use types. Those examples, when included in use type descriptions, are intended to be illustrative, as opposed to exclusive lists.

#### b. Records

The Zoning Administrator shall make all such determinations of appropriate use types in writing. The record of the determination shall contain a report explaining the reasons for the determination.

### 303 Agricultural Use Types

Agricultural use types include the on-site production and sale of plant and animal products by agricultural methods.

#### a. Animal Production

The raising of animals or production of animal products, such as eggs or dairy products on an agricultural or commercial basis on a site which is also used for crop production or where grazing of natural vegetation is the major feed source; or the raising of animals for recreational use. Typical uses include grazing, ranching, dairy farming, and poultry farming.

## USE TYPES

b. Crop Production

The raising and harvesting of tree crops, row crops, or field crops on an agricultural or commercial basis.

c. Horticulture

The use of land for the growing or production for income of fruits, vegetables, flowers, nursery stock, including ornamental plants and trees, and cultured sod.

d. Livestock Sales

Use of a site for the temporary confinement and exchange or sale of livestock. Typical uses include sale barns.

e. Urban Agriculture

Urban agriculture means farming in the city and includes such actions as cultivating, processing, and distributing food within the city. The following specific uses are a part of urban agriculture:

1. Home Garden: A garden managed by one household for the production of produce for that homestead's consumption.
2. Community Garden: A garden managed by a group of individuals to grow/harvest produce for individual or group consumption, or for sale or donation with some stipulation. Generally a community garden is no larger than a traditional single family residential lot.
3. Market or Community Supported Agriculture (CSA) Garden: These are gardens used to grow produce for donation or sale only, on a small scale (generally less than 1 or 2 acres) using traditional gardening methods. Sale can occur on or off site.
4. Urban Farms: These areas are used to grow produce for donation or sale only, on a larger scale (generally 2-5 acres), either outside or within a structure, using more intensive methods such as vertical farming, aquaponics, etc. within a more urban setting (i.e. within the City of Storm Lake corporate limits). Sale can occur on or off site.
5. Urban Animal Husbandry: The keeping of smaller animals (chickens, ducks, turkeys, goats, bees, fish, rabbits, or similar) within developed areas of the city.
  - a. Keeping of animals within city limits requires a license/permit from the City of Storm Lake per Ordinance \_\_\_\_\_.

### 304 Residential Use Types

Residential use types include uses providing wholly or primarily non-transient living accommodations. They exclude institutional living arrangements providing 24-hour skilled nursing or medical care, forced residence, or therapeutic settings.

a. Boarding House for Students

A building other than a motel or hotel where, for compensation and by prearrangement for

## USE TYPES

definite periods of time, a room is used or intended to be used for living or sleeping but not used for cooking or eating purposes.

b. Co-Housing

Use of a site for a housing project developed as a common development and including variety of types of housing and/or common facilities. Housing units are generally developed around shared open spaces and include a homeowners association.

c. Commercial Residential

The use of a portion of a commercial business structure for no more than one residential dwelling unit. The dwelling unit must be located above, alongside or to the rear of the permitted businesses.

d. Downtown Residential

The use of upper levels above street level of a building within the Central Business District of the City of Storm Lake for single- or multiple-family residential uses.

e. Duplex Residential

The use of a legally-described lot for two dwelling units, each occupied by one family within a single building, excluding mobile home units, but including manufactured or modular housing units.

f. Group Residential

The use of a site for a residence by more than three unrelated persons, not defined as a family, on a weekly or longer basis.

g. Manufactured Housing (also modular housing)

Use of a site for one or more manufactured home dwellings, as defined in Section 216 M (1).

h. Mobile Home Park

Use of a site under single ownership for one or more mobile home units. Generally, the land on which mobile homes are placed in a Mobile Home Park is leased from the owner of the facility.

i. Mobile Home Subdivision

Division of a tract of land into lots that meet all the requirements of the City of Storm Lake's Subdivision Ordinance for the location of mobile homes. Generally, a lot within a Mobile Home Subdivision is owned by the owner of the mobile home placed upon such lot.

j. Multiple-Family Residential

The use of a site for three or more dwelling units within one building.

## USE TYPES

### k. Rural Residential

Generally, rural residential uses are defined by larger lot sizes of 10 or more acres, large yards, outbuildings, farm lanes, and agricultural uses that are more of a hobby than a commercial enterprise. Rural residential uses may have private sewer systems or water wells.

### l. Single-Family Residential

The use of a site for one dwelling unit, occupied by one family.

1. Single-Family Residential (Detached): A single-family residential use in which one dwelling unit is located on a single lot, with no physical or structural connection to any other dwelling unit.
2. Single-Family Residential (Attached): A single-family residential use in which one dwelling unit is located on a single lot and is attached by a common vertical wall to only one other adjacent dwelling unit on another single lot. This is also known as a Twin Home.

### m. Two-Family Residential

The use of a site for two dwelling units, each occupied by one family, each in a separate building. This use type accommodates accessory living units or multi-generational housing.

### n. Townhouse Residential

The use of a site for three or more attached dwelling units, each occupied by one family and separated by vertical sidewalls extending from foundation through roof without openings. Each townhouse unit must have at least two exposed exterior walls.

## 305 Civic Use Types

Civic use types include the performance of utility, educational, recreational, cultural, medical, protective, governmental, and other uses, which are strongly vested with social importance.

### a. Administration

Governmental offices providing administrative, clerical or public contact services that deal directly with the citizen, together with incidental storage and maintenance of necessary vehicles. Typical uses include federal, state, county, and city offices.

### b. Campground

Privately or publicly-owned facilities providing camping or parking areas and incidental services for travelers in recreational vehicles or tents, which accommodate each guest or visitor for no more than 7 consecutive days during any one month period.

## USE TYPES

c. Cemetery

Land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbarium, crematoria, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery.

d. College and University Facilities (also considered post-secondary education)

An educational institution of higher learning, which offers a course of study, designed to culminate in the issuance of a degree certified by a generally recognized accrediting organization.

e. Community Centers and Clubs

Uses providing meeting, recreational, or social facilities for a private, non-profit or non-commercial association, primarily for use by members and guests.

f. Convalescent Facilities

A use providing bed care and in-patient services for persons requiring regular medical attention but excluding a facility providing surgical or emergency medical services and excluding a facility providing care for alcoholism, drug addiction, mental disease, or communicable disease. Typical uses include nursing homes.

g. Cultural Facilities

A library, museum, or similar registered non-profit organizational use displaying, preserving and exhibiting objects of community and cultural interest in one or more of the arts and sciences.

h. Day Care Facilities (Limited)

Any private agency, institution, establishment, or place, which provides supplemental, supervised care for no more than six (6) individuals without overnight accommodations. This term includes home day care facilities, nursery schools, preschools; day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities.

i. Day Care Facilities (General)

Any private agency, institution, establishment, or place, which provides supplemental, supervised care for more than six (6) individuals without overnight accommodations. This term includes nursery schools, preschools; day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities.

j. Detention Facilities

A publicly operated or contracted use providing housing and care for individuals legally confined, designed to isolate those individuals from the community.

## USE TYPES

k. Emergency Residential Facilities

A facility or use of a building to provide a protective sanctuary for victims of crime or abuse, including emergency housing during crisis intervention for victims of rape, abuse, or physical beatings.

l. Group Care Facility

A facility licensed or approved by the State of Iowa or other appropriate agency, which provides for the care and short or long-term, continuous multi-day occupancy of more than five unrelated persons who require and receive therapy or counseling on site as part of an organized and therapeutic ongoing program for any of the purposes listed below. Group Care Facilities include facilities which provide for the:

1. Adaptation to living with, or rehabilitation from, the handicaps of physical disability.
2. Adaptation to living with, or rehabilitation from, the handicaps of emotional or mental disorder; or of developmental disabilities.
3. Rehabilitation from the effects of drug or alcohol abuse.
4. Supervision while under a program alternative to imprisonment, including but not limited to pre-release, work release, and probationary programs.

m. Guidance Facilities

A use providing counseling, guidance, recuperative, or similar services to persons requiring rehabilitation assistance as a result of mental illness, alcoholism, detention, drug addiction, or similar condition on a daytime care basis.

n. Health Care

A facility providing medical, psychiatric, or surgical service for sick or injured persons exclusively on an outpatient basis including emergency treatment, diagnostic services, training, administration and services to outpatients, employees, or visitors.

o. Helipads

A designated take-off and landing area for rotary wing aircraft. Helipads considered under the Civic Use Type, must be approved as a conditional use by the Zoning Board of Adjustment and must be accessory to a hospital or emergency medical center.

p. Hospital

A facility providing medical, psychiatric, or surgical service for sick or injured persons primarily on an in-patient basis, including emergency treatment, diagnostic services, training, administration, and services to patients, employees, or visitors.

q. Maintenance Facilities

A public facility supporting maintenance, repair, vehicular or equipment servicing, material storage, and similar activities including street or sewer yards, equipment service centers, and similar uses having characteristics of commercial services or contracting or industrial activities.

## USE TYPES

r. Parks and Recreation Facilities

Publicly owned and operated parks, playgrounds, recreation facilities, and open spaces. This category shall include camping facilities owned and operated by the City of Storm Lake and included as part of the city's park system, as provided by the Comprehensive Plan.

s. Postal Facilities

Postal services, including post offices, bulk mail processing or sorting centers operated by the United States Postal Service.

t. Primary Educational Facilities

A public, private, or parochial school offering instruction at the elementary school level in the branches of learning study required to be taught in schools within the State of Iowa.

u. Public Assembly

Facilities owned and operated by a public agency or a charitable non-profit organization accommodating major public assembly for recreation, sports, amusement, or entertainment purposes. Typical uses include civic or community auditoriums, sports stadiums, convention facilities, fairgrounds, incidental sales, and exhibition facilities.

v. Religious Assembly

A use located in a permanent building and providing regular organized religious worship and religious education incidental thereto (excluding private primary or private secondary educational facilities, community recreational facilities, day-care facilities, and incidental parking facilities). A property tax exemption obtained pursuant to Property Tax Code of the State of Iowa shall constitute prima facie evidence of religious assembly use.

w. Safety Services

Facilities for conduct of public safety and emergency services including police and fire protection services and emergency medical and ambulance services.

x. Secondary Educational Facilities

A public, private, or parochial school offering instruction at the junior high or high school level in the branches of learning and study required to be taught in the schools of the State of Iowa.

y. Utilities

Any above ground or below ground structures or facilities, other than lines, poles, and other incidental facilities, used for the production, generation, transmission, delivery, collection, or storage of water, sewage, electricity, gas, oil, energy media, communications, electronic or electromagnetic signals, or other services which are precedent to development and/or use of land.

## USE TYPES

### 306 Office Use Types

Office use types include uses providing for administration, professional services, and allied activities. These uses often invite public clientele but are more limited in external effects than commercial uses.

a. Financial Services

Provision of financial and banking services to consumers or clients. Walk-in and drive-in services to consumers are provided on site. Typical uses include banks, savings and loan associations, savings banks, and loan companies. An ATM (Automatic Teller Machine) that is not accompanied on-site by an office of its primary financial institution is considered a "General Retail Services" Use Type.

b. General Offices

Use of a site for business, professional, or administrative offices. Typical uses include real estate, insurance, management, travel, or other business offices; organization and association offices; banks or financial offices; or professional offices.

c. Medical Offices

Use of a site for a facility which provide diagnoses and outpatient care on a routine basis, but which does not provide prolonged, in-house medical or surgical care. Doctors, dentists, operate medical offices or similar practitioners licensed for practice in the State of Iowa.

### 307 Commercial Use Types

Commercial uses include the sale, rental, service, and distribution of goods; and the provision of services other than those classified under other use types.

a. Adult Oriented Businesses

Establishments or places of business engaged in providing entertainment and/or merchandise for adults as defined in Article 614-d.

b. Agricultural Sales and Service Facilities

Establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, farm equipment, pesticides and similar goods or in the provision of agriculturally-related services with incidental storage on lots other than where the service is rendered. Typical uses include nurseries, hay, farm implement dealerships, feed and grain stores, and tree service firms.

c. Automotive and Equipment Services

Establishments or places of business primarily engaged in sale, rental, leasing, and/or service of automobiles, trucks, or heavy equipment. The following are considered automotive and equipment use types:

## USE TYPES

1. **Automotive Rental and Sales:** Sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships, motorcycle dealerships, and boat, trailer, and recreational vehicle dealerships.
2. **Auto Services:** Provision of fuel, lubricants, parts and accessories, and incidental services to motor vehicles; and washing and cleaning and/or repair of automobiles, non-commercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include service stations, car washes, muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities but exclude dismantling, salvage, or body and fender repair services.
3. **Body Repair:** Repair, painting, or refinishing of the body, fender, or frame of automobiles, trucks, motorcycles, motor homes, recreational vehicles, boats, tractors, construction equipment, agricultural implements, and similar vehicles or equipment. Typical uses include body and fender shops, painting shops, and other similar repair or refinishing garages.
4. **Equipment Rental and Sales:** Sale or rental of trucks, tractors, construction equipment, agricultural implements, mobile homes, and similar heavy equipment, including incidental storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments.
5. **Equipment Repair Services:** Repair of trucks, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages; tractor and farm implement repair services, and machine shops, but exclude dismantling, salvage, or body and fender repair services.

d. Bed and Breakfast

A lodging service that provides overnight or short-term accommodations to guests or visitors, usually including provision of breakfast. Bed and breakfasts are usually located in large residential structures that have been adapted for this use. For the purpose of this definition, bed and breakfasts are always owned and operated by the resident owner of the structure, include no more than ten units, and accommodate each guest or visitor for no more than 7 consecutive days during any one month period.

e. Business Support Services

Establishments or places of business primarily engaged in the sale, rental or repair of equipment, supplies and materials or the provision of services used by office, professional and service establishments to the firms themselves but excluding automotive, construction and farm equipment; or engaged in the provision of maintenance or custodial services to businesses. Typical uses include office equipment and supply firms, small business machine repair shops or hotel equipment and supply firms, janitorial services, photography studios, and convenience printing and copying.

## USE TYPES

f. Business or Trade Schools

A use providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college or university, or public or private educational facility.

g. Cocktail Lounge

A use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant as that term is defined in this section.

h. Commercial Recreation

Private businesses or other organizations which may or may not be commercial by structure or by nature, which are primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. Typical uses include golf courses, driving ranges, theaters, private dance halls, or private skating facilities.

i. Communications Services

Establishments primarily engaged in the provision of broadcasting and other information relay service accomplished through the use of electronic and telephonic mechanisms but excludes those classified as utilities. Typical uses include television studios, telecommunication service centers, telegraph service offices, or film and sound recording facilities. Broadcast towers, and their minor ancillary ground structures are classified as "Miscellaneous Use Types."

j. Construction Sales and Services

Establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures other than retail sale of paint, fixtures and hardware. This use type excludes those uses classified under Automotive and Equipment Services. Typical uses include building materials sales, or tool and equipment rental or sales.

k. Consumer Services

Establishments, which provide services, primarily to individuals and households, but excluding Automotive Use Types. Typical uses include automated banking machines, appliance repair shops, watch or jewelry repair shops, or musical instrument repair shops.

l. Convenience Storage

Storage services primarily for personal effects and household goods within enclosed storage areas having individual access but excluding use of such areas as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.

m. Food Sales

Establishments or places of business primarily engaged in the retail sale of food or household

## USE TYPES

products for home consumption. Food Sales establishments may include the sale of non-food items. However, the sales of non-food items may account for no more than 33% of the sales area of the Food Sales establishment. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.

1. Convenience Food Sales: Establishments occupying facilities of less than 10,000 square feet; and characterized by sales of specialty foods or a limited variety of general items, and by the sales of fuel for motor vehicles.
2. Limited Food Sales: Establishments occupying facilities of less than 10,000 square feet; and characterized by sales of specialty foods or a limited variety of general items, but excluding the accessory sale of fuel for motor vehicles. Typical uses include delicatessens, meat markets, retail bakeries, and candy shops, small grocery stores.
3. General Food Sales: Establishments selling a wide variety of food commodities, using facilities larger than 10,000 square feet. Typical uses include supermarkets.

n. Funeral Services

Establishments engaged in undertaking services such as preparing the human dead for burial, and arranging and managing funerals. Typical uses include funeral homes or mortuaries.

o. Gaming Facilities

Establishments engaged in the lawful, on-site operation of games of chance that involve the risk of money for financial gain by patrons. Gaming facilities shall include the accessory sale of liquor and food, pursuant to licensing regulations of the City of Storm Lake or the State of Iowa.

p. Kennels

Boarding and care services for dogs, cats and similar small mammals or large birds; or any premises on which three or more animals included under this definition over four months of age are kept and maintained. Typical uses include boarding kennels, ostrich raising facilities; pet motels, or dog training centers.

q. Laundry Services

Establishments primarily engaged in the provision of laundering, cleaning or dyeing services other than those classified as Personal Services. Typical uses include bulk laundry and cleaning plants, diaper services, or linen supply services.

r. Liquor Sales

Establishments or places of business engaged in retail sale for off-premise consumption of alcoholic beverages. Typical uses include liquor stores, bottle shops, or any licensed sales of liquor, beer or wine for off-site consumption.

## USE TYPES

s. Lodging

Lodging services involving the provision of room and/or board, but not meeting the classification criteria of Bed and Breakfasts. Typical uses include hotels, apartment hotels, and motels.

t. Personal Improvement Services

Establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services of a non-professional nature. Typical uses include driving schools, health or physical fitness studios, reducing salons, dance studios, handicraft and hobby instruction.

u. Personal Services

Establishments or places of business primarily engaged in the provision of services of a personal nature. Typical uses include beauty and barbershops; seamstress, tailor, or shoe repair shops; photography studios; or dry cleaning stations serving individuals and households.

v. Pet Services

Retail sales, incidental pet health services, and grooming and boarding, when totally within a building, of dogs, cats, birds, fish, and similar small animals customarily used as household pets. Typical uses include pet stores, small animal clinics, dog bathing and clipping salons, and pet grooming shops, but exclude uses for livestock and large animals.

w. Research Services

Establishments primarily engaged in research of an industrial or scientific nature. Typical uses include electronics research laboratories, space research and development firms, testing laboratories, or pharmaceutical research labs.

x. Restaurants

A use engaged in the preparation and retail sale of food and beverages; including the sale of alcoholic beverages when conducted as a secondary feature of the use, producing less than 50 percent of the establishment's gross income.

1. Restaurant (Drive-in or Fast Food): An establishment, which principally supplies food and beverages in disposable containers and is characterized by high automobile accessibility and on-site accommodations, self-service, and short stays by customers.
2. Restaurant (General): An establishment characterized by table service to customers and/or accommodation to walk-in clientele, as opposed to Drive-in or Fast Food Restaurants. Typical uses include cafes, coffee shops, and restaurants.

y. Retail Services, General

Sale or rental with incidental service of commonly used goods and merchandise for personal or household use but excludes those classified more specifically by these use type

## USE TYPES

classifications. Typical uses include department stores, apparel stores, furniture stores, or establishments providing the following products or services:

Household cleaning and maintenance products; drugs, cards, stationery, notions, books, tobacco products, cosmetics, and specialty items; flowers, plants, hobby materials, toys, and handcrafted items; apparel jewelry, fabrics and like items; cameras, photograph services, household electronic equipment, records, sporting equipment, kitchen utensils, home furnishing and appliances, art supplies and framing, arts and antiques, paint and wallpaper, hardware, carpeting and floor covering; interior decorating services; office supplies; mail order or catalog sales; bicycles; and automotive parts and accessories (excluding service and installation).

General Retail Services include:

1. Limited Retail Services: Establishments providing retail services, occupying facilities of 5,000 square feet or less for any single establishment or 10,000 square feet or less for a multi-tenant facility. Typical establishments provide for specialty retailing or retailing oriented to Storm Lake and a local market.
2. Medium Scale Retail Services: Establishments providing retail services, occupying facilities of 20,000 square feet or less for any single establishment or 40,000 square feet or less for a multi-tenant facility. Typical establishments provide for general-purpose retailing oriented to Storm Lake and its immediate vicinity.
3. Large Scale Retail Services: Establishments providing retail services, occupying facilities over 20,000 square feet in a single establishment or 40,000 square feet for a multi-tenant facility. Typical establishments provide for general-purpose retailing oriented to the Storm Lake region.

z. Stables and/or Riding Academies

The buildings, pens and pasture areas used for the boarding and feeding of horses, llamas, or other equine not owned by the occupants of the premises. This use includes instruction in riding, jumping, and showing or the riding of horses/equine for hire.

aa. Surplus Sales

Businesses engaged in the sale of used or new items, involving regular, periodic outdoor display of merchandise for sale. Typical uses include flea markets and factory outlets or discount businesses with outdoor display.

bb. Trade Services

Establishments or places of business primarily engaged in the provision of services that are not retail or primarily dedicated to walk-in clientele. These services often involve services to construction or building trades and may involve a small amount of screened, outdoor storage in appropriate zoning districts. Typical uses include shops or operating bases for plumbers, electricians, or HVAC (heating, ventilating, and air conditioning) contractors.

## USE TYPES

cc. Vehicle Storage

Short-term storage of operating or non-operating vehicles for a period of no more than 21 days. Typical uses include storage of private parking tow-aways or impound yards but exclude dismantling or salvage. Long-term storage beyond 21 days constitutes an Industrial Use Type.

dd. Veterinary Services

Veterinary services and hospitals for animals. Typical uses include pet clinics, dog and cat hospitals, pet cemeteries, and veterinary hospitals for livestock and large animals.

### 308 Parking Use Types

a. Off-Street Parking

Parking use types include surface parking of motor vehicles on a temporary basis within a privately or publicly owned off-street parking facility that is the primary use of a site.

b. Parking Structure

The use of a site for a multi-level building which provides for the parking of motor vehicles on a temporary basis, other than as an accessory to a principal use on the same site.

### 309 Industrial Use Types

Industrial use types include the on-site extraction or production of goods by non-agricultural methods, and the storage and distribution of products.

a. Construction Yards

Establishments housing facilities of businesses primarily engaged in construction activities, including incidental storage of materials and equipment on lots other than construction sites. Typical uses are building contractor's yards.

b. Custom Manufacturing

Establishments primarily engaged in the on-site production of goods by hand manufacturing, within enclosed structures, involving:

1. The use of hand tools, or
2. The use of domestic mechanical equipment not exceeding 2 horsepower, or
3. A single kiln not exceeding 8 KW or equivalent.

This category also includes the incidental direct sale to consumers of only those goods

## USE TYPES

produced on site. Typical uses include ceramic studios, custom jewelry manufacturing, and candle making shops.

c. Light Industry

Establishments engaged in the manufacturing or processing of finished products from previously prepared materials, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution. These establishments are characterized by having no major external environmental effects across property lines and include no unscreened or un-enclosed outdoor storage. Typical uses include commercial bakeries, dressed beef processing plants, soft drink bottling, and apparel assembly from fabrics, electronics, and manufacturing, print shops and publishing houses.

d. General Industry

Enterprises engaged in the processing, manufacturing, compounding, assembling, packaging, treatment or fabrication of materials and products from prepared materials or from raw materials without noticeable noise, odor, vibration, or air pollution effects across property lines.

e. Heavy Industry

Enterprises involved in the basic processing and manufacturing of products, predominately from raw materials, with noticeable noise, odor, vibration, or air pollution effects across property lines; or a use or process engaged in the storage of or processes involving potentially or actually hazardous, explosive, flammable, radioactive, or other commonly recognized hazardous materials.

f. Recycling Collection

Any site which is used in whole or part for the receiving or collection of any post-consumer, non-durable goods including, but not limited to glass, plastic, paper, cardboard, aluminum, tin, or other recyclable commodities.

g. Recycling Processing

Any site which is used for the processing of any post-consumer, non-durable goods including, but not limited to glass, plastic, paper, cardboard, aluminum, tin, or other recyclable commodities.

h. Resource Extraction

A use involving on-site extraction of surface or subsurface mineral products or natural resources, excluding the grading and removal of dirt. Typical uses are quarries; borrow pits, sand and gravel operations, and mining.

i. Salvage Services

Places of business primarily engaged in the storage, sale, dismantling or other processing of used or waste materials, which are not intended for reuse in their original forms. Typical uses include automotive wrecking yards, junkyards, or paper salvage yards.

## USE TYPES

j. Vehicle Storage (Long-term)

Long-term storage of operating or non-operating vehicles for a period exceeding 21 days. Typical uses include storage of private parking tow-aways or impound yards but exclude dismantling or salvage. Long-term storage of 21 days or less constitutes a Commercial Use Type.

k. Warehousing

Uses including open air storage, distribution, and handling of goods and materials. Typical uses include monument yards, grain elevators, open storage.

### 310 Transportation Use Types

Transportation use types include the use of land for the purpose of providing facilities supporting the movement of passengers and freight from one point to another.

a. Aviation Facilities

Landing fields, aircraft parking and service facilities, and related facilities for operation, service, fueling, repair, storage, charter, sales, and rental of aircraft, and including activities directly associated with the operation and maintenance of airport facilities or helipads and the provision of safety and security.

b. Railroad Facilities

Railroad yards, equipment servicing facilities, and terminal facilities.

c. Transportation Terminal

Facility for loading, unloading, and interchange of passengers, baggage, and incidental freight or package express, including bus terminals, railroad stations, public transit facilities.

d. Truck Terminal

A facility for the receipt, transfer, short term storage, and dispatching of goods transported by truck.

### 311 Miscellaneous Type Uses

a. Alternative Energy Production Devices

The use of a site for the production of energy utilizing methods that do not involve the oxidation, combustion, or fission of primary materials. Typical uses include solar collector fields, geothermal energy installations, or water-powered mills or generating facilities.

## USE TYPES

b. Amateur Radio Tower

A structure(s) for the transmission or broadcasting of electromagnetic signals by FCC-licensed Amateur Radio operators.

c. Broadcasting or Cellular Tower

A structure(s) for the transmission or broadcasting of radio, television, radar, microwaves, or telecommunication signals ordinarily exceeding the maximum height permitted in its zoning district.

d. Construction Batch Plant

A temporary demountable facility used for the manufacturing of cement, concrete, asphalt, or other paving materials intended for specific construction projects.

e. Landfill (Non-Putrescible Solid Waste Disposal)

The use of a site as a depository for solid wastes that do not readily undergo chemical or biological breakdown under conditions normally associated with land disposal operations. Typical disposal material would include ashes, concrete, paving wastes, rock, brick, lumber, roofing materials and ceramic tile.

f. Landfill (Putrescible and Non-putrescible Solid Waste Disposal)

The use of a site as a depository for any solid waste except hazardous and toxic waste as defined by the Federal Environmental Protection Agency and/or the State of Iowa. Typical disposal material would include non-putrescible wastes; and putrescible wastes such as vegetation, tree parts, agricultural wastes (garbage) and manure.

g. Wind Energy Conservation System (WECS)

Any device, which converts, wind energy to a form of usable energy, including wind charges, windmills, or wind turbines.

# 4

## ARTICLE FOUR - BASE ZONING DISTRICT REGULATIONS

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### 401 Purpose

Article Four presents the Base Zoning District Regulations. Base Zoning Districts are established in the Zoning Ordinance to promote compatible land use patterns and to establish site development regulations appropriate to the purposes and specific nature of each district.

### 402 Establishment and Purpose of Districts

The following base districts are hereby established. Table 4-1 displays the purposes of these districts.

**Table 4-1 Zoning District Purpose Statements**

| Symbol | Title                                           | Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RES    | Reserve                                         | The RES District serves as a holding zone. It provides for the continued agricultural and rural use of land areas that have been annexed into the City of Storm Lake but have not yet been planned for development serviced by municipal utilities. The district is intended to accommodate existing agricultural uses on an interim basis and rural residential development on a limited basis in a manner which facilitates the future extension of municipal services. The district reserves the land for future development. |
| R-1    | Low Density Residential (4 or less du/acre net) | This district is intended to provide for low-density residential neighborhoods, characterized by single-family dwellings on larger lots with supporting community facilities and urban services. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure. Net densities will not exceed four units per acre.                                                                                                                           |

## ZONING DISTRICT REGULATIONS

| Symbol      | Title                                                | Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>R-2</b>  | Low Medium Density Residential (4-8 du/ac net)       | This district is intended to provide for low to medium-density residential neighborhoods, characterized predominantly by single-family dwellings on moderately sized lots with supporting community facilities and urban services. The district also permits duplexes, two-family units, and townhouses subject to appropriate standards and applies to much of the established part of Storm Lake. It provides special regulations to encourage innovative forms of housing development. It adapts to both established and developing neighborhoods, as well as transitional areas between single-family and multi-family neighborhoods. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure. Net densities will not exceed eight units per acre. |
| <b>R-3</b>  | Medium Density Residential (8 -12 du/ac net)         | This district is intended to provide locations primarily for medium density housing, with supporting and appropriate community facilities. The predominant housing pattern would consist of small lot single family and attached townhome/rowhouse units. It also permits some non-residential uses such as offices as conditional uses, to permit the development of mixed-use neighborhoods. Net densities will not exceed twelve units per acre.                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>R-4</b>  | High Density Residential (greater than 12 du/ac net) | This district is intended to provide locations primarily for multiple-family housing, with supporting and appropriate community facilities. The predominant housing pattern in the R-4 district is stacked (3-4 story) apartment or condominium type housing. The district would also include limited townhome or rowhouse housing types. It also permits some non-residential uses such as offices as conditional uses, to permit the development of mixed-use neighborhoods. Maximum densities will be based on the sites ability to adequately serve the development with municipal infrastructure, fire and safety needs, and traffic capacity.                                                                                                                                                                                              |
| <b>IN-1</b> | Public Services                                      | This district is intended to accommodate uses which are available to or are necessary to serve the general public. These uses are typically located throughout the community rather than within a specific geographic area. The intent of this district is to allow a centralized location where such uses are consolidated for efficiency purposes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>IN-2</b> | Institutional Facilities                             | This district reserves areas for educational and religious purposes, particularly in campus settings. The district is designed to minimize impacts on adjacent land uses while allowing these important civic institutions to be located throughout the community.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

## ZONING DISTRICT REGULATIONS

| Symbol | Title                           | Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IN-3   | Hospital Medical Facilities     | This district accommodates commercial and professional uses associated with the community's role as a regional medical center including the hospital, laboratories, clinics, nursing homes, physical fitness/rehab centers, and medical offices. Its regulations are intended to minimize traffic congestion and buffer adjacent uses, particularly residential, from negative impacts.                                                           |
| PO     | Park, Recreation and Open Space | This district accommodates uses that are active or passive recreation or open space uses of a public nature. Key characteristics include a public or not-for profit ownership and public access.                                                                                                                                                                                                                                                  |
| LC     | Limited Commercial              | This district reserves appropriately located area for office development and a limited variety of low-impact commercial facilities, which serve the needs of residents of surrounding residential communities. The commercial and office uses permitted are more compatible with nearby residential areas. Development regulations are designed to ensure compatibility in size, scale, and landscaping with nearby residential uses.             |
| CC     | Community Commercial            | This district is intended for commercial facilities (including retail and office buildings), which serve the needs of markets ranging from several neighborhoods to the overall region. Traffic and operating characteristics may have more negative effects on residential neighborhoods than those permitted in the LC District. CC Districts are appropriate along major arterials, major intersections, or at substantial commercial centers. |
| CBD    | Central Business District       | This district is intended to provide appropriate development regulations for Downtown Storm Lake. Mixed uses (retail, office, residential) are encouraged within the CBD District. The grouping of uses is designed to strengthen the Downtown's role as a center for trade, service, and civic life.                                                                                                                                             |
| LI     | Limited Industrial              | This district is intended to reserve sites appropriate for the location of industrial and office uses with relatively limited environmental effects. The district is designed to provide appropriate space and regulations to encourage good quality industrial development, while assuring that facilities are served with adequate parking and loading facilities.                                                                              |
| GI     | General Industrial              | This district is intended to accommodate a wide variety of industrial uses, some of which may have significant external effects. These uses may have operating characteristics that create conflicts with lower-intensity surrounding land uses. The district provides the reservation of land for these activities and includes buffering requirements to reduce incompatibility.                                                                |

**\*\*See Article 5 for Special Overlay Districts**

## ZONING DISTRICT REGULATIONS

### 403 Application of Districts

A base district designation shall apply to each lot or site within the city and its planning jurisdiction. Each site must be in one base district.

The Overlay districts are established in Article 5 and may be applied to any lot or site or any portion thereof, in addition to a base district designation.

### 404 Hierarchy

References in the Zoning Ordinance to less intensive or more intensive districts shall be deemed to refer to those residential, commercial, institutional and industrial base zoning districts established in Section 402 (Table 4-1), and shall represent a progression from the RES Reserve District as the least intensive to the GI General Industrial District as the most intensive.

### 405 Development Regulations

For each Zoning District: Purposes are set forth in Table 4-1; Uses permitted are set forth in Table 4-2; Development Regulations are set forth in Tables 4-3a and 4-3b.

Supplemental Regulations may affect specific land uses or development regulations in each zoning district. References and links to applicable Supplemental Regulations are noted in Table 4-2 and can be found in Article 6. Other code references will also be noted in Table 4-2.

### 406 Zoning Map

#### a. Adoption of Zoning Map

Boundaries of zoning districts established by this Zoning Ordinance shall be shown on the Zoning Map. This map, together with all legends, references, symbols, boundaries, and other information, shall be adopted as a part of, and concurrent with this Ordinance. Said Zoning Map shall be prominently displayed in the council chambers and/or an area accessible to the public at Storm Lake City Hall and available on-line at the City of Storm Lake official web site. The official zoning map shall be maintained by the City Planner or designee of the City Manager.

#### b. Changes to the Zoning Map

The Zoning Map may be changed from time to time by ordinance, following the procedure set forth by Article Twelve. Such changes shall be reflected on the Zoning Map. The City Planner or designee of City Manager shall keep a complete record of all changes to the Zoning Map.

## ZONING DISTRICT REGULATIONS

### **407 Interpretation of District Boundaries**

The following rules shall apply in determining the boundaries of any zoning district shown on the Zoning Map.

- a. Where district boundaries are indicated as approximately following lot lines, such lot lines shall be considered the district boundaries.
- b. Where district boundaries are indicated as within street or alley, railroad, or other identifiable rights-of-way, the centerline of such rights-of-way shall be deemed the district boundary.
- c. Where a district boundary divides a property, the location of the boundary shall be determined by the use of the scale appearing on the Zoning Map, or shall be defined through the subdivision or platting process at the time application is made. Boundaries indicated as approximately following section lines, quarter section lines, or quarter quarter section lines shall be construed as following such lines;
- d. Boundaries indicated as approximately following City Limits shall be construed as following such City Limits;
- e. Boundaries indicated as following shore lines shall be construed to follow such shore lines, and in the event of change in the shore line shall be construed as moving with the actual shore line;
- f. Boundaries indicated as following center lines of streams, rivers, canals, lakes or other bodies of water shall be construed as following such center lines;
- g. The Board of Adjustment shall determine any other uncertainty regarding district boundaries not covered in this section.

### **408 Vacation of Streets and Alleys**

Whenever a public street or alley is vacated, the zoning district adjoining each side of such right-of-way shall be extended out to the former centerline.

## ZONING DISTRICT REGULATIONS

1 Table 4-2 Permitted and Conditional Uses by Zoning Districts  
2

| USES                                      | RES | R-1 | R-2 | R-3 | R-4 | IN-1 | IN-2 | IN-3 | PO | LC | CC | CBD | LI | GI | Additional Regulations |
|-------------------------------------------|-----|-----|-----|-----|-----|------|------|------|----|----|----|-----|----|----|------------------------|
| <b><u>Agricultural Uses</u></b>           |     |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Animal Production                         | P   |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Community Garden                          | P   | C   | C   | C   | C   | C    | C    | C    | C  | C  | C  | C   | C  | C  |                        |
| Crop Production                           | P   |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Home Garden                               | P   | P   | P   | P   | P   | P    | P    | P    | P  | P  | P  | P   | P  | P  | 602                    |
| Horticulture                              | P   |     |     |     |     |      |      |      |    |    |    |     | C  | C  | 602                    |
| Livestock Sales                           |     |     |     |     |     |      |      |      |    |    |    |     | C  | P  |                        |
| Market or Community Supported Agriculture | P   | C   | C   | C   | C   | C    | C    | C    | C  | C  | C  | C   | C  | C  |                        |
| Urban Animal Husbandry                    | P*  | P*  | P*  | P*  | P*  | P*   | P*   | P*   | P* | P* | P* | P*  |    |    | 602b.                  |
| Urban Farm                                | P   | C   | C   | C   | C   | C    | C    | C    | C  | C  | C  | C   | C  | C  |                        |
| <b><u>Residential Uses</u></b>            |     |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Boarding House for Students               |     |     | C   |     |     |      | P    |      |    |    |    |     |    |    |                        |
| Co-Housing                                | C   |     |     | C   | P   |      | P    |      |    |    |    |     |    |    | 603b                   |
| Commercial Residential                    |     |     |     |     |     |      |      |      |    | P  | P  | P   |    |    | 603e                   |

## ZONING DISTRICT REGULATIONS

| USES                                | RES | R-1 | R-2 | R-3 | R-4 | IN-1 | IN-2 | IN-3 | PO | LC | CC | CBD | LI | GI | Additional Regulations |
|-------------------------------------|-----|-----|-----|-----|-----|------|------|------|----|----|----|-----|----|----|------------------------|
| Downtown Residential                |     |     |     |     |     |      |      |      |    |    |    | P   |    |    | 603d                   |
| Duplex ( or Two Family Residential) |     |     | P   | P   | P   | P    | P    | P    |    |    |    |     |    |    |                        |
| Group Residential                   |     |     |     | P   | P   | P    | P    | P    |    | C  |    |     |    |    |                        |
| Manufactured Housing                | P   | P   | P   | P   | P   |      |      |      |    | C  |    |     |    |    | 216 (1)<br>603f        |
| Mobile Home Park                    |     |     |     | C   | C   |      |      |      |    |    |    |     |    |    | 603g                   |
| Mobile Home Subdivision             |     |     |     | C   | C   |      |      |      |    |    |    |     |    |    | 603h                   |
| Multiple-Family                     |     |     | P   | P   | P   | P    | P    | P    |    | C  | C  | P   |    |    |                        |
| Rural Residential                   | P   |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Single-Family Attached              |     | C   | P   | P   | P   | P    | P    | P    |    |    |    |     |    |    |                        |
| Single-Family Detached              | P   | P   | P   | P   |     | P    | P    | P    |    |    |    | C   |    |    | 603a                   |
| Townhouse                           |     |     | P   | P   | P   | P    | P    | P    |    | C  | C  | P   |    |    | 603c                   |
| <b><u>Civic Uses</u></b>            |     |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Administration                      | C   |     |     | C   | C   | P    | P    | P    |    | P  | P  | P   | P  | P  |                        |
| Campground                          | P   |     |     |     |     |      |      |      | P  |    |    |     |    |    | 605e                   |
| Cemetery                            | P   |     |     |     |     | P    |      |      | P  |    |    |     |    |    |                        |
| Clubs/Community Centers             | C   | C   | C   | C   | C   | P    | P    | P    |    | P  | P  | P   |    |    | 604a                   |

## ZONING DISTRICT REGULATIONS

| USES                    | RES | R-1 | R-2 | R-3 | R-4 | IN-1 | IN-2 | IN-3 | PO | LC | CC | CBD | LI | GI | Additional Regulations |
|-------------------------|-----|-----|-----|-----|-----|------|------|------|----|----|----|-----|----|----|------------------------|
| College/University      |     | C   | C   | C   | C   |      | P    |      |    | P  | P  | P   |    |    |                        |
| Convalescent Facilities |     | C   | C   | C   | C   |      |      | P    |    | P  | C  |     |    |    |                        |
| Cultural Facilities     | C   | C   | C   | C   | C   | P    | P    |      |    | P  | P  | P   |    |    |                        |
| Day Care (Limited)      | P   | P   | P   | P   | P   | P    | P    | P    |    | P  | P  | P   | C  |    | 604b                   |
| Day Care (General)      | C   | C   | P   | P   | P   | P    | P    | P    |    | P  | P  | P   | C  |    | 604b                   |
| Detention Facility      |     |     |     |     |     | P    |      |      |    |    |    |     | C  | C  |                        |
| Emergency Res.          | P   | P   | P   | P   | P   | P    |      | P    |    | P  | P  | P   |    |    |                        |
| Group Care Facility     | C   | C   | C   | C   | P   | P    | P    | P    |    | P  | P  | P   |    |    | 604c                   |
| Guidance Facilities     |     |     |     |     |     | P    |      | P    |    | P  | P  | P   | P  | P  |                        |
| Health Care             |     |     |     |     | C   |      |      | P    |    | P  | P  | P   | P  | P  |                        |
| Helipads                |     |     | C   | C   | C   |      |      | C    |    | C  | C  | C   |    |    | 604d                   |
| Hospitals               |     |     | C   | C   | C   |      |      | P    |    | P  | P  | P   |    |    |                        |
| Maintenance Fac.        | P   |     |     |     |     | P    | C    | C    | C  |    |    | P   | P  | P  |                        |
| Parks/ Recreation       | P   | P   | P   | P   | P   | P    | P    | P    | P  | P  | P  | P   | P  | P  |                        |
| Postal Facilities       |     |     |     |     |     | P    |      |      |    | P  | P  | P   | P  |    |                        |
| Primary Education       |     | C   | C   | C   | C   |      | P    |      |    |    |    | P   |    |    |                        |
| Public Assembly         |     |     |     |     |     | P    | P    | P    | P  | C  | P  | P   |    |    |                        |
| Religious               |     | C   | C   | C   | C   | P    | P    | P    | P  | C  | C  | P   |    |    |                        |

## ZONING DISTRICT REGULATIONS

| USES                          | RES | R-1 | R-2 | R-3 | R-4 | IN-1 | IN-2 | IN-3 | PO | LC | CC | CBD | LI | GI | Additional Regulations |
|-------------------------------|-----|-----|-----|-----|-----|------|------|------|----|----|----|-----|----|----|------------------------|
| Assembly                      |     |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Safety Services               | P   | C   | C   | P   | P   | P    |      |      |    | P  | P  | P   | P  | P  |                        |
| Secondary Educ.               |     | C   | C   | C   | C   |      | P    |      |    |    | P  | P   |    |    |                        |
| Utilities                     | P   | C   | C   | C   | C   | P    |      |      |    | C  | P  | P   | P  | P  |                        |
| <b><u>Office Uses</u></b>     |     |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Financial Services            |     |     |     |     | C   |      |      |      |    | P  | P  | P   | P  | P  |                        |
| General Offices               |     |     |     | C   | C   | P    | P    | P    |    | P  | P  | P   | P  | P  |                        |
| Medical Offices               |     |     |     |     | C   |      |      | P    |    | P  | P  | P   | P  | C  |                        |
| <b><u>Commercial Uses</u></b> |     |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Adult Oriented Businesses     |     |     |     |     |     |      |      |      |    |    |    |     |    | P  | 614                    |
| Ag Sales/Service              | C   |     |     |     |     |      |      |      |    |    | P  |     | P  | P  |                        |
| Auto Rental/Sales             |     |     |     |     |     |      |      |      |    |    | P  | C   | P  |    | 605c                   |
| Auto Services                 |     |     |     |     |     |      |      |      |    | C  | P  | P   | P  | P  | 605a,b                 |
| Body Repair                   |     |     |     |     |     |      |      |      |    |    | C  |     | P  | P  | 605a                   |
| Equip Rental/Sales            |     |     |     |     |     |      |      |      |    |    | P  | C   | P  | P  | 605c                   |
| Equipment Repair              |     |     |     |     |     |      |      |      |    |    | C  |     | P  | P  | 605a                   |
| Bed and Breakfast             | C   | C   | C   | C   | C   | P    | P    | P    |    | P  | P  | P   |    |    | 605d                   |
| Business Support              |     |     |     |     |     |      |      |      |    | P  | P  | P   | P  | P  |                        |
| Bus. /Trade School            |     |     |     |     |     |      | P    |      |    |    | P  | P   | P  |    |                        |
| Cocktail Lounge               |     |     |     |     |     |      |      |      |    |    | P  | P   | C  |    |                        |

# ZONING DISTRICT REGULATIONS

| USES                                | RES | R-1 | R-2 | R-3 | R-4 | IN-1 | IN-2 | IN-3 | PO | LC | CC | CBD | LI | GI | Additional Regulations |
|-------------------------------------|-----|-----|-----|-----|-----|------|------|------|----|----|----|-----|----|----|------------------------|
| Commercial Rec.                     | C   |     |     |     |     |      |      |      |    | C  | P  | P   | P  |    |                        |
| Comm. Serv.                         |     |     |     |     |     |      |      |      |    | P  | P  | P   | P  | P  |                        |
| Construction Sale/Service           |     |     |     |     |     |      |      |      |    |    | P  | C   | P  | P  |                        |
| Consumer Service                    |     |     |     |     |     |      |      |      |    | P  | P  | P   | P  |    |                        |
| Convenience Storage                 | C   |     |     |     |     |      |      |      |    |    | C  |     | P  | P  | 605f                   |
| Food Sales (Convenience)            |     |     |     |     |     |      |      |      |    | P  | P  | C   | C  |    |                        |
| Food Sales (Ltd)                    |     |     |     |     |     |      |      |      |    | P  | P  | P   |    |    |                        |
| Food Sales (Gen)                    |     |     |     |     |     |      |      |      |    | C  | P  | P   |    |    |                        |
| Funeral Services                    |     |     |     |     |     | P    |      | P    |    | P  | P  | P   |    |    |                        |
| Gaming Facility                     |     |     |     |     |     |      |      |      |    |    | C  | C   | P  | P  |                        |
| Kennels                             | P   |     |     |     |     |      |      |      |    |    |    |     | P  |    |                        |
| Laundry Services                    |     |     |     |     |     |      | C    |      |    |    | P  | P   | P  | P  |                        |
| Liquor Sales                        |     |     |     |     |     |      | C    |      |    |    | P  | P   |    |    |                        |
| Lodging                             |     |     |     |     |     |      |      |      |    | C  | P  | P   |    |    |                        |
| Personal Improve                    |     |     |     |     | C   |      |      |      |    | P  | P  | P   | P  | P  |                        |
| Personal Services                   |     |     |     |     | C   |      |      |      |    | P  | P  | P   | P  | P  |                        |
| Pet Services                        | C   |     |     |     |     |      |      |      |    | P  | P  | P   | P  | C  |                        |
| Research Services                   |     |     |     |     |     |      | P    |      |    | C  | P  | P   | P  | P  |                        |
| Restaurants (Drive-in or Fast Food) |     |     |     |     |     |      |      |      |    |    | P  |     | P  | C  | 605h                   |

## ZONING DISTRICT REGULATIONS

| USES                          | RES | R-1 | R-2 | R-3 | R-4 | IN-1 | IN-2 | IN-3 | PO | LC | CC | CBD | LI | GI | Additional Regulations |
|-------------------------------|-----|-----|-----|-----|-----|------|------|------|----|----|----|-----|----|----|------------------------|
| Restaurants (Gen)             |     |     |     |     |     |      |      |      |    | P  | P  | P   | P  | C  | 605h                   |
| Retail (Limited)              |     |     |     |     | C   |      |      |      |    | P  | P  | P   |    |    |                        |
| Retail (Medium)               |     |     |     |     |     |      |      |      |    | C  | P  | P   |    |    |                        |
| Retail (Large)                |     |     |     |     |     |      |      |      |    |    | P  | P   |    |    |                        |
| Stables                       | P   |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Surplus Sales                 |     |     |     |     |     |      |      |      |    |    | C  |     | P  | P  |                        |
| Trade Services                |     |     |     |     |     |      |      |      |    |    | C  | C   | P  | P  |                        |
| Veh. Storage (Short-term)     |     |     |     |     |     |      |      |      |    |    | C  |     | P  | P  |                        |
| Veterinary Services           | C   |     |     |     |     |      |      |      |    | C  | P  | P   | P  | P  |                        |
| <b><u>Parking Uses</u></b>    |     |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Off-Street Parking            |     |     |     |     |     | P    | P    | P    | P  | C  | P  | P   | P  | P  |                        |
| Parking Structure             |     |     |     |     |     | P    | P    | P    |    |    | C  | P   | P  | P  |                        |
| <b><u>Industrial Uses</u></b> |     |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Construction Yards            |     |     |     |     |     |      |      |      |    |    |    |     | P  | P  |                        |
| Custom Manufacturing          |     |     |     |     |     |      |      |      |    |    | P  | P   | P  | P  |                        |
| Helipads                      |     |     |     |     |     |      |      |      |    |    |    |     | C  | C  | 606c                   |
| Industry Light                |     |     |     |     |     |      |      |      |    |    |    |     | P  | P  |                        |
| Industry General              |     |     |     |     |     |      |      |      |    |    |    |     | C  | P  |                        |
| Industry Heavy                |     |     |     |     |     |      |      |      |    |    |    |     |    | C  |                        |

## ZONING DISTRICT REGULATIONS

| USES                                  | RES | R-1 | R-2 | R-3 | R-4 | IN-1 | IN-2 | IN-3 | PO | LC | CC | CBD | LI | GI | Additional Regulations |
|---------------------------------------|-----|-----|-----|-----|-----|------|------|------|----|----|----|-----|----|----|------------------------|
| Recycling Collection                  |     |     |     |     |     |      |      |      |    |    | C  |     | P  | P  |                        |
| Recycling Processing                  |     |     |     |     |     |      |      |      |    |    |    |     | P  | P  |                        |
| Resource Extraction                   | C   |     |     |     |     |      |      |      |    |    |    |     |    | C  | 606a                   |
| Vehicle Storage (Long-term)           |     |     |     |     |     |      |      |      |    |    |    |     | C  | P  |                        |
| Warehousing                           |     |     |     |     |     |      |      |      |    |    |    |     | P  | P  |                        |
| <b><u>Transportation Uses</u></b>     |     |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Aviation                              |     |     |     |     |     | P    |      |      |    |    |    |     |    | P  | 606c                   |
| Railroad Facilities                   |     |     |     |     |     |      |      |      |    |    |    | P   | P  | P  |                        |
| Transportation Terminal               |     |     |     |     |     |      |      |      |    |    | P  | P   | P  | P  |                        |
| Truck Terminal                        |     |     |     |     |     |      |      |      |    |    |    |     | P  | P  |                        |
| <b><u>Miscellaneous Uses</u></b>      |     |     |     |     |     |      |      |      |    |    |    |     |    |    |                        |
| Alternative Energy Production Devices | P   | C   | C   | C   | C   | C    | C    | C    | C  | C  | C  | C   | C  | P  |                        |
| Amateur Radio Tower                   | P   | P   | P   | P   | P   | P    | P    | P    |    | P  | P  | P   | P  | P  | 703b                   |
| Broadcasting Tower                    | C   |     |     |     |     |      |      |      |    |    | C  | C   | P  | P  |                        |
| Construction Batch Plant              | C   |     |     |     |     |      |      |      |    |    |    |     | C  | P  | 613b                   |

## ZONING DISTRICT REGULATIONS

| USES                                 | RES | R-1 | R-2 | R-3 | R-4 | IN-1 | IN-2 | IN-3 | PO | LC | CC | CBD | LI | GI | Additional Regulations |
|--------------------------------------|-----|-----|-----|-----|-----|------|------|------|----|----|----|-----|----|----|------------------------|
| <b>Wind Energy Conservation Sys.</b> | P   | C   | C   | C   | C   | C    | C    | C    | C  | C  | C  | C   | C  | P  | 703d                   |

P=Uses Permitted by Right

C=Conditional Uses Permitted by Board of Adjustment Review and Approval

Blank=Use Not Permitted

# ZONING DISTRICT REGULATIONS

**Table 4-3a Summary of Residential Site Development Regulations**

| Regulation                                 | RES                                                                                                        | R-1         | R-2                                                     | R-3                                                     | R-4           |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------|-------------|---------------------------------------------------------|---------------------------------------------------------|---------------|
| Minimum Lot Area (square feet)<br>(Note 1) | 5 Acres or 9,600 with subdivision approval and adequate provisions of centralized private sewer facilities | 9,600       | 7,200 (1-fam)<br>8,400 (other)                          | 4,500 (1-fam)<br>8,400 (other)                          | (Note 5)      |
| Minimum Lot Width (feet)                   | 240 or 80 with subdivision approval                                                                        | 80          | 60 (1-fam)<br>70 (other)                                | 45 (1-fam)<br>70 (other)                                | 50 (Note 4)   |
| Site Area per Housing Unit (square feet)   | 5 Acres or 9,600 with subdivision approval and adequate provisions of centralized private sewer facilities | 9,600       | 7,200 (1-fam)<br>4,200 (duplex)<br>3,000 (Other resid.) | 4,500 (1-fam)<br>4,200 (duplex)<br>3,000 (Other resid.) | (Note 5)      |
| Minimum Yards (feet)                       |                                                                                                            |             |                                                         |                                                         |               |
| Front Yard (Note 8)                        | 25                                                                                                         | 25          | 25                                                      | 25                                                      | 25            |
| Street Side Yard (Note 8)                  | 35                                                                                                         | 25          | 25                                                      | 25                                                      | 15            |
| Interior Side Yard                         | 10                                                                                                         | 10 (Note 2) | 7 (Note 2,6)                                            | 7 (Note 2,6)                                            | 10 (Note 2,6) |
| Rear Yard                                  | 25                                                                                                         | 25          | 25                                                      | 25                                                      | 20            |
| Maximum Height (feet)                      | 45 (Note 7)                                                                                                | 45          | 65                                                      | 65                                                      | 65            |
| Maximum Building Coverage                  | 30%                                                                                                        | 30%         | 40%                                                     | 50%                                                     | 50%           |
| Maximum Impervious Coverage                | 35%                                                                                                        | 35%         | 45%                                                     | 55%                                                     | 60%           |

- Notes Accompanying This Table Appear at the end of this Article.

## ZONING DISTRICT REGULATIONS

**Table 4-3b Summary of Non-Residential Site Development Regulations**

| Regulation                               | IN-1     | IN-2     | IN-3     | LC*      | CC*      | CBD  | LI*         | GI*         |
|------------------------------------------|----------|----------|----------|----------|----------|------|-------------|-------------|
| Minimum Lot Area (square feet)           | 12,000   | 12,000   | 12,000   | 5,000    | 5,000    | None | 10,000      | 15,000      |
| Minimum Lot Width (feet)                 | 100      | 100      | 100      | 50       | 50       | 50   | 50          | 90          |
| Site Area per Housing Unit (square feet) | (Note 3) | (Note 3) | (Note 3) | (Note 3) | (Note 5) | 500  | NA          | NA          |
| Minimum Yards (feet)                     |          |          |          |          |          |      |             |             |
| Front Yard                               | 20       | 20       | 20       | 20       | 40       | 0    | 40 (Note 8) | 40 (Note 8) |
| Street Side Yard                         | 20       | 20       | 20       | 20       | 10       | 0    | 25 (Note 8) | 25 (Note 8) |
| Interior Side Yard                       | 20       | 20       | 20       | 10       | 10       | 0    | 15          | 15          |
| Rear Yard                                | 20       | 20       | 20       | 20       | 10       | 0    | 15          | 15          |
| Maximum Height (feet)                    | 65       | 65       | 65       | 45       | 65       | 45   | 75          | 75          |
| Maximum Building Coverage                | 50%      | 50%      | 50%      | 50%      | 60%      | 100% | 70%         | 70%         |
| Maximum Impervious Coverage              | 70%      | 70%      | 70%      | 70%      | 80%      | 100% | 80%         | 90%         |

\* Uses in the LC, CC, LI, and GI Districts are subject to landscape and screening provisions contained in Article 8

- Notes Accompanying This Table Appear at the end of this Article.

## ZONING DISTRICT REGULATIONS

### Notes to Preceding Pages: Table 4-3a and 4-3b

#### Note 1:

The Comprehensive Plan encourages alternative development patterns that allow for conservation development and rural estate type housing patterns. Residential development in the RES district is encouraged to be designed in a manner to facilitate future extension of urban services. Lot sizes smaller than five acres can be done through the platting process only.

#### Note 2:

See Section 603 for supplemental regulations governing single-family attached and townhouse residential use types.

#### Note 3:

7,200 square feet for single-family lots; 4,200 square feet per unit for duplex or two-family residential; 3,000 per unit for townhouse residential buildings subject to districts in which applicable lots are permitted uses.

#### Note 4:

See Section 603 for supplemental regulations regarding modifications of lot width for townhouse residential use type.

#### Note 5:

7,200 square feet for single-family lots; 4,200 square feet per unit for duplex or two-family residential; 3,000 per unit for townhouse residential buildings. For multi-family development, 6,000 square feet for the first unit, 1,200 square feet for each additional unit up to 12 units and 750 square feet for each additional unit over 12 units. Density of multi-family residential may exceed this maximum, subject to approval of a Conditional Use Permit by the Board of Adjustment. Minimum lot area for all other uses is 9,600 square feet.

#### Note 6:

15 feet minimum for multi-family uses over 12 units.

#### Note 7:

Height limit for non-agricultural structures

#### Note 8:

On arterial streets designated as part of the Storm Lake's Surface Transportation Plan System, front yard setbacks shall be the greater of 40 feet from the property line of such arterial streets or 100 feet from the centerline of the arterial street.

## SPECIAL AND OVERLAY DISTRICTS

# 5

## ARTICLE FIVE - SPECIAL AND OVERLAY DISTRICTS

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### 501 General Purpose

Special Districts provide for base districts that allow multiple land uses and flexible development, with the requirement that in some cases applicants submit a specific guiding plan for the area. Overlay Districts are used in combination with base districts to modify or expand base district regulations. Overlay Districts are adapted to special needs of different parts of the City of Storm Lake.

Special and Overlay Districts are designed to achieve the following objectives:

- a. To recognize special conditions in specific parts of the City, which require specific regulations.
- b. To provide flexibility in development and to encourage innovative design through comprehensively planned projects.
- c. To implement the vision, guiding principles, and policies as established in the currently effective Comprehensive Plan for the City of Storm Lake.

### MU MIXED USE DISTRICT

### 502 MU District Purpose

The MU Mixed Use District is intended to accommodate projects which combine several compatible land uses into an integrated development. The MU District may also be used to pre-designate parts of the city which are appropriate for a mixture of residential, commercial, office, and accessory uses. The District permits mixing residential areas with workplaces and services. Development in the MU District must accommodate transportation systems, pedestrian and bicycle movement, and surrounding environments. All projects developed in a MU District are subject to a Conditional Use Permit process.

### 503 MU District Permitted Uses

Each ordinance establishing a MU District establishes the use types permitted within its boundaries.

## SPECIAL AND OVERLAY DISTRICTS

### 504 MU District Site Development Regulations

- a. The minimum area of any MU District is 2.75 acres.
- b. Prior to the issuance of any building permits or other authorization, all projects in the MU District shall receive approval by the City Council, following a recommendation by the Planning and Zoning Commission. This approval may be granted for a specific plan for the development of a MU District in lieu of a plan for individual projects, provided that any subsequent developments are consistent with the specific plan.
- c. Applications for approval must contain at a minimum the following information:
  1. A detailed site map, including:
    - (a) a boundary survey
    - (b) site dimensions
    - (c) contour lines at no greater than two foot intervals
    - (d) adjacent public rights of way, transportation routes, and pedestrian or bicycle systems
    - (e) description of adjacent land uses
    - (f) utility service to the site and easements through the site
    - (g) description of other site features, including drainage, soils, environmental issues, or other considerations that may affect development
  2. A development plan, including:
    - (a) a site layout, including the location of proposed buildings, parking, open space, and other facilities
    - (b) location, capacity, and conceptual design of parking facilities
    - (c) description of the use of individual buildings
    - (d) description of all use types to be included in the project or area, and maximum floor area devoted to each general use
    - (e) maximum height of buildings
    - (f) schematic location and design of open space on the site, including a landscaping plan
    - (g) vehicular and pedestrian circulation plan, including relationship to external transportation systems
    - (h) schematic building elevations and sections if required to describe the project
    - (i) grading plans
    - (j) proposed sewer and utility improvements
    - (k) location, sizes, and types of all proposed signage
  3. Specific proposed development regulations for the project, including:
    - (a) the specific use types permitted within the proposed district
    - (b) maximum floor area ratios
    - (c) front, side, and rear yard setbacks
    - (d) maximum height
    - (e) maximum building and impervious coverage
    - (f) design standards applicable to the project
  4. A traffic impact analysis, if required by the City
  5. A storm sewer and runoff control plan for the project

## SPECIAL AND OVERLAY DISTRICTS

### 505 MU District Amendments

The Zoning Administrator is authorized at his/her discretion to approve amendments to an approved development plan, provided that:

- a. A written request is filed with the Zoning Administrator, along with information specifying the exact nature of the proposed amendment.
- b. The amendment is consistent with the provisions of this section.
- c. The amendment does not alter the approved site regulations of the development plan and does not materially alter other aspects of the plan, including traffic circulation, mixture of use types, and physical design.
- d. Any amendment not conforming to these provisions shall be submitted to the Planning and Zoning Commission and City Council for action.

### 506-9 Reserved

## PUD PLANNED UNIT DEVELOPMENT DISTRICT

### 510 PUD District Purpose

The PUD Planned Unit Development Overlay District is intended to provide flexibility in the design of planned projects; to permit innovation in project design that incorporates open space and other amenities; and to insure compatibility of developments with the surrounding urban environment. The PUD District may be used in combination with any base district specified in this Ordinance. The PUD District, which is adopted by the City Council with the recommendation of the Planning and Zoning Commission, assures specific development standards for each designated project.

### 511 PUD District Permitted Uses

Uses permitted in a PUD Overlay District are those permitted in the underlying base district. A PUD also may be combined with a MU Mixed Use District to allow a combination of use types not anticipated by conventional base districts.

### 512 PUD District Site Development Regulations

Site Development Regulations are developed individually for each Planned Unit Development

## SPECIAL AND OVERLAY DISTRICTS

District but must comply with minimum or maximum standards established for the base district, with the following exceptions:

- a. The minimum site area for application of a PUD overlay district shall be 2.75 acres.
- b. Lot area and lot width are not restricted, provided that the maximum density allowed for each base district is not exceeded. Maximum density shall be determined by preparing a yield plan. A yield plan shall consist of a feasible development concept that applies the base regulations of the applicable base zoning district.
- c. Residential use types may be combined within a PUD district provided that the development as a whole complies with the maximum density permitted under the base zoning district.
- d. Density Bonuses shall be considered through the PUD process for projects that achieve desirable community goals and policies established in the Comprehensive Plan. Bonuses shall be awarded based on the total number of units allowed as demonstrated in the yield plan rounded down to a whole number. (i.e. A yield plan that results in a total of 20 to 29 units with a density bonus of 10% would yield two additional bonus units.) Bonuses shall be awarded as follows:
  1. A 20% bonus for the preservation of contiguous open space. The open space preserved must be equal to or greater than 20% of the net developable project area. Open space areas shall include natural features, drainage corridors and buffers, woodlands, trail corridors, or other lands acceptable to the City. Open space shall NOT include remnant open space areas that are left over from irregular sized development parcels, required park dedication or undevelopable land areas such as floodways or wetlands. Allowable open space uses include:
    - (a) Open fields (not used for commercial crop production)
    - (b) Nature preserves/habitat
    - (c) Park
    - (d) Community Gardens
    - (e) Buffers to wetlands or drainage corridors
    - (f) Public service needs (well field, emergency management systems, etc...)
  2. A 10% bonus for preservation and interpretation of important historical/cultural resources. To achieve the bonus, applicants must integrate historical/cultural interpretive elements into development projects. This may be done through development signage or monuments, preservation of historic structures, public art, interpretive plaques or other approved method.
  3. A 20% bonus for integration of alternative stormwater management practices that incorporate educational interpretation, rainwater reuse/recycling rainwater treatment and groundwater recharge.
  4. A 10% bonus for incorporation of alternative energy systems that are applied across the entire development project including such strategies as solar power, wind power, closed loop system geothermal, or other system as approved by the City.

## SPECIAL AND OVERLAY DISTRICTS

5. A 20% bonus for incorporation of mixed income housing development. A development project that includes a ratio of between 1 housing unit of affordable housing (affordable to residents whose household income is at or below 80% of the Buena Vista County Household Median Income) for every 5 to 7 units of market rate housing.

A long term maintenance plan that establishes a sustainable program for care and funding of the additional site feature as defined in 512(d)(2) shall be included in the PUD developer's agreement and shall be agreed to by the applicant and the City. Ownership and or preservation of land areas through application of density bonuses shall be agreed to within the PUD developer's agreement.

- e. Maximum building coverage shall be the smaller of the allowed building coverage in the base district, or 60 percent.
- f. A maximum cumulative density bonus for any development proposal or project shall not exceed 30%.

### **513 PUD District Access to Public Streets**

Each PUD District must abut a public street for at least 50 feet and gain access from that street.

### **514 PUD District Application Process**

- a. Development Agreement

The application for a Planned Unit Development District shall include a Development Agreement containing the following information:

1. A tract map, showing site boundaries, street lines, lot lines, easements, and proposed dedications or vacations.
2. A land use plan designating specific uses for the site and establishing site development regulations, including setback height, building coverage, impervious coverage, density, and floor area ratio requirements.
3. A site development and landscaping plan, showing building locations, or building envelopes; site improvements; public or common open spaces; community facilities; significant visual features; and typical landscape plans.
4. A circulation plan, including location of existing and proposed vehicular and pedestrian, facilities and location and general design of parking and loading facilities.
5. Schematic architectural plans and elevations sufficient to indicate a building height, bulk, materials, and general architectural design.
6. A statistical summary of the project, including gross site area, net site area,

## SPECIAL AND OVERLAY DISTRICTS

number of housing units by type, gross floor area of other uses, total amount of parking, and building and impervious surface percentages.

7. A storm sewer and runoff control plan for the project.
8. A site civil engineering plan showing adequate provisions for municipal sanitary sewer connections and municipal potable water system connections.
9. A utility plan showing all other private utility locations including such items as gas, electric, cable and phone.
10. A phasing plan establishing a logical sequence of development activities and associated timeline.
11. A written report that establishes:
  - (a) Purpose of the PUD and consistency with the current Comprehensive Plan;
  - (b) development regulations that differ from standard regulations including lot sizes, lot dimensions, setbacks, site coverage, bulk standards, parking, and other site development regulations;
  - (c) developer covenants that establish management and maintenance commitments to common and open space areas, development of homeowners associations, commitments to infrastructure improvement completion;
  - (d) provision of density bonuses and adherence to density bonus criteria

Collectively, the information outlined in items 1 through 10 shall constitute the Development Agreement. This agreement shall be drafted in a form suitable to the City Attorney and shall be adopted by ordinance and used to implement individual development applications. The zoning administrator may waive requirements for information or may request additional information if deemed appropriate and necessary in order to fully evaluate the proposed projects' suitability and impacts. This agreement would be fully executed by the developer and the city and recorded with the Buena Vista County Recorder and the City Clerk.

### **515 PUD District Adoption of District**

- a. The Planning and Zoning Commission and City Council shall review and evaluate each Planned Unit Development application. The City may impose reasonable conditions, as deemed necessary to ensure that a PUD shall be compatible with adjacent land uses, will not overburden public services and facilities and will not be detrimental to public health, safety and welfare.
- b. The Planning and Zoning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning and Zoning Commission may recommend amendments to PUD district applications.

## SPECIAL AND OVERLAY DISTRICTS

- d. The recommendation with appropriate findings of the Planning and Zoning Commission shall be transmitted to the City Council for final action.
- e. An Ordinance adopting a Planned Unit Development Overlay Zoning District shall require a favorable simple majority of the City Council for approval.
- f. Upon approval by the City Council, the Development Plan shall become a part of the Ordinance creating or amending the PUD District. All approved plans shall be filed with the City Clerk and recorded at the Buena Vista County Recorder's office.

### **516 PUD District Amendment Procedure**

Major amendments to the Development Plan must be approved according to the same procedure set forth in Section 515.

### **517 Termination of PUD District**

If no substantial development has taken place in a Planned Unit Development District for three years following approval of the District, the Planning and Zoning Commission shall reconsider the zoning of the property and may, on its own motion, initiate an application for rezoning the property reverting it back to the zoning designation that existed prior to the PUD District Application.

### **518-9 Reserved**

## **HD HISTORIC DISTRICT**

### **530 HD District Purpose**

The HD Historic Overlay District enables the adoption of special performance and development standards in combination with site development regulations of a base district for areas of special historical or architectural significance within the City of Storm Lake. The District recognizes the importance of historically and architecturally significant districts to the character of Storm Lake and provides for their conservation.

### **531 HD District Procedure for Adoption**

- a. Proposal: The creation of an HD Historic Overlay District may be initiated by the Planning

## SPECIAL AND OVERLAY DISTRICTS

and Zoning Commission; the City Council; or by petition of the owner or owners of 51% of the property area within the proposed district.

- b. Requirements for Application: An application for the creation of an HD Overlay District must include:
  - 1. A statement describing the proposed district's special historical or architectural characteristics and stating the reasons for proposal of the district
  - 2. A map indicating the boundaries of the proposed HD Overlay District, specifying the base district(s) included within these boundaries.
  - 3. An inventory of the buildings or historically important sites located within the boundaries of the proposed district.
  - 4. Supplemental site development regulations, design criteria, and performance standards that apply to the proposed district.

### **532 HD District Adoption of District**

- a. The Planning and Zoning Commission and City Council shall review and evaluate each HD Overlay District application.
- b. The Planning and Zoning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning and Zoning Commission may recommend amendments to HD district applications.
- d. The recommendation of the Planning and Zoning Commission shall be transmitted to the City Council for final action.
- e. The Ordinance adopting the HD District shall include a statement of purpose, a description of district boundaries, and a list of supplemental site development regulations and performance standards.
- f. An Ordinance adopting an HD Overlay District shall require a favorable vote of a simple majority of the City Council for approval.
- g. Upon approval by the City Council, each HD Overlay District shall be shown on the Zoning Map, identified sequentially by order of enactment and referenced to the enacting Ordinance.
- h. Any protest against an HD Overlay District shall be made and filed as provided by Iowa State Statutes.

## **SPECIAL AND OVERLAY DISTRICTS**

### **533 HD District Developments and Building Permits within an HD District**

- a. All plans for development within an HD District shall be reviewed by the Storm Lake Design Review Board. This Board shall be composed of seven members, ideally composed of one architect, one historian, one artist, and four members of the community at large. The Design Review Board shall be recommended by the Mayor and approved by the City Council.
- b. Prior to the issuance of any building permits or other authorization for development, all projects requiring a building or development in the HD District shall be reviewed by the Design Review Board in a public hearing following proper notice, for consistency with the design criteria of the HD District and determined to be consistent with the regulations of the district. The City shall not issue a building permit, certificate of occupancy, or other permit for a building, structure, or use within an HD District unless it is in compliance with the approved site development regulations for the HD District, or any approved amendments.
- c. A denial of a project in an HD District by the Design Review Board may be appealed to the Board of Adjustment.

### **534-539 Reserved**

## **IR INDUSTRIAL REUSE OVERLAY DISTRICT**

### **540 IR District Purpose**

The IR Industrial Reuse Overlay District enables the reuse of large commercial buildings within selected commercial areas for high quality industrial uses, which have extremely limited external effects on neighboring properties. The District is intended to assure that all major building resources in Storm Lake are put into productive use that strengthens the economy of the community and the region. However, it also provides regulations, which control the effects of such developments on neighboring properties.

### **541 IR District Procedure for Adoption**

- a. Proposal: The creation of an IR Industrial Reuse Overlay District may be initiated by the Planning and Zoning Commission or the City Council. The IR District may be used only in combination with a CC Community Commercial zoning district.
- b. Requirements for Application: An application for the creation of an IR Overlay District must include:
  1. A map indicating the boundaries of the proposed IR Overlay District, specifying the base district(s) included within these boundaries.

## **SPECIAL AND OVERLAY DISTRICTS**

2. An inventory of the buildings located within the boundaries of the proposed district.

### **542 IR District Adoption of District**

- a. The Planning and Zoning Commission and City Council shall review and evaluate each IR Overlay District application.
- b. The Planning and Zoning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning and Zoning Commission may recommend amendments to IR district applications.
- d. The recommendation with appropriate findings of the Planning and Zoning Commission shall be transmitted to the City Council for final action.
- e. The Ordinance adopting the IR District shall include a statement of purpose, a description of district boundaries, and a list of supplemental site development regulations and performance standards.
- f. An Ordinance adopting an IR Overlay District shall require a favorable vote of a simple majority of the City Council for approval.
- g. Upon approval by the City Council, each IR Overlay District shall be shown on the Zoning Map, identified sequentially by order of enactment and referenced to the enacting Ordinance.

### **543 IR District Development Standards within an IR Overlay District**

- a. Within an IR Industrial Reuse Overlay District, a building with a gross floor area of 20,000 square feet or above may be used for the following use types in addition to those permitted by the base district:
  - Custom Manufacturing
  - Light Industry
  - Warehousing
- b. All development within an IR Overlay District is governed by the site development regulations for the base district. In addition, any use of buildings for industrial use types must comply with the following additional site development regulations:
  1. No outdoor storage of any type may occur on the site. All storage must be located within enclosed structures.
  2. Mandatory buffer yards shall be provided between industrial use types and other land uses. A minimum buffer yard of 50-feet shall be provided between an industrial use type and neighboring residential or agricultural land uses. A minimum buffer

## SPECIAL AND OVERLAY DISTRICTS

yard of 20-feet shall be provided between an industrial use type and any other neighboring use. Landscaping of buffer yards shall be implemented as required by Article Eight of this Ordinance.

3. No measurable environmental effects shall exist at the property lines of the proposed industrial use. These include odors, noise, industrial emissions, or glare.
4. The City Council may establish additional site development regulations to govern development within an IR Industrial Reuse Overlay District.

### **544 IR District Building Permits**

- a. The Zoning Administrator shall review all building or development permits within an IR Overlay District. Building or other development permits issued by the City in an IR District shall be consistent with the regulations adopted for the IR Overlay District.
- b. Any denial of a building or development permit by the Zoning Administrator may be appealed to the Board of Adjustment.

## SPECIAL AND OVERLAY DISTRICTS

### **GD Gateway District**

#### **545 Gateway Overlay District Purpose**

Gateway corridors form the “front door” to the community and create an image and identity for the city. Development within gateway corridors provide first impressions when entering the city and last impressions when leaving the City. Consistent with the vision, guiding principles and policies of the Comprehensive Plan, the gateway overlay district is intended to establish a standard for site and building development on highly visible gateway corridors. As a whole, the massing and details of the buildings and site landscaping amenities shall be the dominant visible features from the street, and not parking. The standards shall apply to all properties that fall within the gateway district overlay. All other standards within the zoning code apply; however, where there is a conflict between the zoning ordinance and these special requirements, these special requirements shall take precedence.

#### **546 Permitted Uses**

Permitted uses within the GD overlay district shall be governed by the underlying base zoning district.

#### **547 District Applicability**

Regulations for properties included within the Gateway Overlay District shall apply as follows:

- a. New Construction (including new construction that is a result of redevelopment)
- b. Additions to existing buildings. When one or both of the following conditions apply, the entire building and site must comply with the Site Development, Building, and Signage Regulations in sections 548, 549, and 550 below:
  1. An addition to an existing building, which exceeds 25% of the gross square footage of the building
  2. When the estimated improvement costs (not including site work) exceeds 50% of the assessed value of the buildings current value
- c. Any change from a permitted use in the underlying zoning district to a conditional use in the underlying zoning district
- d. Any rezoning of the base district

#### **548 Site Development Regulations**

The following site development regulations shall apply:

- a. Building Orientation
  1. New buildings shall be oriented with the front primary entry of the building facing

## SPECIAL AND OVERLAY DISTRICTS

- towards an arterial street.
  2. For new buildings, a minimum of 25% of the lot frontage facing the primary arterial street shall consist of building frontage (this may include a patio or deck area that is connected to or part of the primary use of the building).
  3. Buildings shall be set back a minimum of 10 feet and a maximum of 20 feet from the front property line. The setback area shall be used for landscape areas, front entry enhancements, or for plaza space.
- b. Parking Location and Orientation
1. Parking lots are encouraged to be located to the rear of the building. No more than 25% of the lot frontage can be utilized for surface parking area..
  2. Parking that is located in the front yard area shall be oriented to prevent headlight glare on to the principle arterial street.
  3. Parking that is located in the front yard area shall be screened from the principal arterial street through the use of landscaping or berming. Decorative see through fence materials no more than 3 ½ feet in height may be used to screen parking areas.
  4. Parking lots over 30 spaces or 10,000 square feet in area shall provide shade trees within planting islands. The island shall be a minimum 8' wide and 18' long. One island shall be provided for every 30 parking spaces. Grass, ground cover or shrubs shall also be planted within the island with the trees. The islands may be curbed and raised or sunken and utilized as a storm water management system.
  5. Shared parking between adjacent uses is encouraged. A reduction in required parking spaces will be granted provided the applicant can demonstrate peak parking demands do not exceed total available parking spaces and proof of parking can demonstrate the ability to add parking should it be necessary. A shared parking agreement is required between property owners to be recorded with the Buena Vista County Recorder and the City Clerk.
  6. Pedestrian ways (sidewalks, plazas, trails) shall be installed that connect building entrances and parking areas to existing or planned trails/sidewalks along public street rights of way. Clearly marked pedestrian lanes shall be provided through parking areas greater than 50 cars and at key crossings site entry drives. Sidewalks that connect the right of way to the building entrance shall be a minimum of 8 feet wide.
- c. Utilities/Access/Infrastructure
1. Newly installed utility services, and service revisions necessitated by exterior alterations, shall be underground.
  2. Utility service boxes shall be located in rear yards where possible or side yards as an alternative. If located near the front of the lot boxes shall be screened with landscaping and be designed to minimize their visual effect on the site.
  3. On site stormwater management shall be shared between lots or to rear lots except where such features are manicured landscape amenity features, a maintained rainwater garden or functional aesthetic/art elements.
  4. Access to sites in the gateway overlay districts shall be limited to one access on to the primary arterial street per existing lot for office or retail properties with less than 15,000 gross square feet. All other uses are limited to no more than two curb cuts on to the primary arterial. Driveway curb cuts shall be designed to a minimum width necessary to facilitate safe and efficient vehicular access consistent with the present or proposed use.
  5. Where possible, consolidation of individual driveways is encouraged through shared driveway arrangements.
  6. Provide pedestrian scale (16' maximum height) lighting along walkways into and out

## SPECIAL AND OVERLAY DISTRICTS

- of parking lots to strengthen the sight line of the route of travel and increase security for nighttime use. This lighting shall be in addition to vehicular scale (20' plus height) parking lot lighting.
7. Refuse and waste removal areas, service yards, storage yards, and exterior work areas shall be screened from view from public ways, using materials as stated in criteria for equipment screening.
- d. Site Landscaping
1. A minimum of one tree must be planted and maintained for each 500 square feet of pervious area.
  2. A minimum of one shrub shall be planted and maintained for each 150 square feet of pervious area. All required shrubs shall be planted in the front yard setback or front yard and street side yard if both exist.
  3. Herbaceous non-woody plant material may be substituted for the required shrubs at a rate of 4 herbaceous plants for 1 shrub. No more than 50% of the shrubs required can be substituted with herbaceous non-woody plant material. Plant material shall be selected for interest in its structure, texture, and color and for its ultimate growth. Plants chosen shall be indigenous to the area and hardy, harmonious to the design, and of good appearance.
  4. Parking areas and traffic ways shall be enhanced with landscaped spaces containing trees or tree groupings.
  5. Screening of service yards and other places that tend to be unsightly shall be accomplished by use of walls, fencing, planting, or combinations of those. Screening shall be equally effective in winter and summer.

### 549 Building Regulations

The following building regulations shall apply to all new development or redevelopment within the district and to any existing legal non-conforming use that change to a conforming use:

- a. Mechanical equipment or other utility hardware on roof, ground, or buildings shall be screened from public view with materials harmonious with the building, or they shall be so located as not to be visible from any public ways.
- b. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be harmonious with building's design.
- c. Separate entries for each unit are encouraged with clustering four or less entries is allowable with appropriate architectural application, such as an interior breezeway or exterior courtyard. Facade details that reflect the buildings architectural style shall be used on all exposed building elevations, not just the street facing or entry facade.
- d. Building volume and mass are partially defined by facade treatment. Facades shall be designed to be proportional to the overall building and reflect the architectural style. Building volumes shall be reduced through wall offsets or projections. Such variations shall be designed so that there is no more than 25 linear feet of unvaried facade.
- e. Monotonous, uninterrupted expanses of wall shall be avoided. Recesses, projections, columns, openings, ornamentation, materials and colors shall be used to add texture and detail. Blank walls shall not normally exceed 10 feet of lineal frontage along primary arterial corridor and 25 feet along any side street.
- f. Entries and windows shall contribute to the volume, mass, proportion and texture of the building. They shall be designed as an integral part of the overall building design and shall reflect the building's architectural style.
- g. Street fronting windows shall be at least 12 inches and no more than 30 inches above the

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- sidewalk level.
- h. Individual business entries shall be readily identifiable from the public right of way with primary building entries fronting on the primary arterial street. Entries can be articulated with recesses, projections, porches and other distinctive elements.
- i. Exterior wall materials shall be brick, stone, stucco or other high quality materials. Plywood, plastic, aluminum, vinyl siding and similar materials are not permitted. Exterior Insulation Finish System (EIFS) (commonly known by brand name “Dryvit” or similar) is allowed only if the final finish and connections appear as natural stucco. EIFS shall not be utilized in the lower 7’ of the façade.
- j. Masonry shall be utilized on a minimum of 25% of each exterior surface except for the rear of the building.
- k. The selected material and color palette shall be used on all exposed sides of a building.
- l. Materials shall be high quality and durable.

### 550 Signage Regulations

The following signage regulations shall apply to all new development or redevelopment within the district and to any existing legal non-conforming sign that changes to a conforming sign:

- a. Every building or commercial complex shall incorporate sign design into the overall project design plan. Sign design, materials and illumination shall complement the building scale, proportions, architectural style, materials and colors.
- b. Where more than one sign is allowed, all signs shall be designed using the same construction methods and materials, colors, lettering and logo styles.
- c. The location and size of signs shall clearly relate to the architecture of that particular structure. Signs shall not cover windows, roof shapes or dominate trim. Roof and wall signs that extend above roof lines are prohibited.
- d. Wall and fascia signs shall be located to indicate building entries without dominating the facade.
- e. Freestanding pole and pylon signs are prohibited. Low profile monument signs are to be allowed. Monument signs may be placed in the 10’ front yard set back. Low profile monument signs shall be placed so as not to obstruct vision or create a traffic hazard.
- f. Low profile monument signs shall incorporate the architectural character and materials of the building.
- g. A single, low profile monument sign may incorporate the addresses and business names for multiple tenants of a building or complex. All tenant signs shall be of a uniform size, color and style when combined in a single sign format.
- h. A freestanding monument sign may not exceed 25 Square feet per side and not exceed 4’-6” in height.
- i. Projecting signs are allowed on storefronts up to a height of 14 feet, with maximum projection of 4 feet from the face of the building. Clearance of at least 8 feet must be maintained to the sidewalk. The overall size of the sign shall not exceed 10 square feet.
- j. The total area of all signs on a building should be limited to a size equal to one square foot per frontage foot of building face, with a minimum allowance of 25 square feet regardless of front footage. When the ground floor of a building is occupied by more than one tenant, each shall be entitled to a pro-rata share footage based on the frontage used by that tenant with each tenant being entitled to a minimum of 25 square feet regardless of each tenant’s front footage.
- k. Sign should be located directly above the business entrance or to the sides of the entrance at

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- eye level, so that they are visible below the foliage of street trees for the amenity and convenience of the pedestrian. Sign may be located centered on the building frontage if the main entrance is off set to a side.
- l. The size of signs shall be appropriate to viewing distance. Pedestrian oriented signs shall be smaller than vehicle oriented signs, however all signs shall be in scale with the streetscape/pedestrian movements.
  - m. The maximum number of permanent signs per business shall be two different types of signs, such as a wall sign, a projecting sign or a permanent banner. Otherwise only one sign per business is allowed.
  - n. Additional or larger signs may be allowed for large scale projects provided that the function and design is justified through a comprehensive sign plan for the project and approved by the City. Justification for additional signs shall be based on functional needs, such as multiple entrances or uses within a development. Larger signs shall be justified by specific site conditions or appropriate proportional scale to the overall building.
  - o. Internally illuminated plastic signs are prohibited. Individually illuminated sign letters within an allowable wall sign area may be used, provided the entire sign and background are not internally illuminated.
  - p. Additional signs are allowed for businesses that provide pedestrian access to sales and service areas through the rear of buildings. For such businesses, rear access signage shall be equal to allowable signage for front facades.
  - q. Window graphics shall be applied so that they do not obscure visibility into a shop. No more than 25% of an area of any one window shall be used for a sign. Such signage shall be designed to complement the other signs and the design of the storefront.
  - r. Window graphics are recommended to be painted or applied vinyl letters on glass or a clear acrylic panel behind the windows. These types of window graphics are permanent signs, and their area must be counted in the overall allowable area for signs.
  - s. Banners and cloth signs shall be used primarily for special, festive occasions. If such signs are used on a permanent basis, a condition of their initial approval is agreement to replace them when they begin to show wear. A banner shall be considered a permanent sign if it displays content or identification of any kind that relates to the business or service establishment of the building to which the banner is attached.

### 551 Development Review

Development projects submitted to the city within the Gateway District Overlay shall be administratively reviewed by the zoning and building official for compliance with the regulations of the Gateway Overlay District. The zoning official may choose to engage the Design Review Architect as assigned by the City of Storm Lake to suggest enhancements and review the development plans for compliance with this article.

Site plans and building plans shall be submitted and reviewed consistent with the procedures outlined in Article 12.

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### 552 AH Airport Height Zoning

This Article shall be known and cited as “The Storm Lake Municipal Airport Height Zoning District.”

a. Definitions: As used in this Article, unless the context otherwise requires:

1. “AIRPORT”: The Storm Lake Municipal Airport.
2. “AIRPORT ELEVATION”: The highest point of an airport’s usable landing area measured in feet above mean sea level, which elevation is established to be one thousand four hundred eighty-seven and one-half feet (1,487.5’).
3. “AIRPORT HAZARD”: Any structure or tree or use of land which would exceed the Federal obstruction standards as contained in fourteen (14) Code of Federal Regulations sections seventy-seven point twenty-one (77.21), seventy-seven point twenty-three (77.23) and seventy-seven point twenty-five (77.25) latest revisions, and which obstruct the airspace required for flight of aircraft and landing or takeoff at an airport or is otherwise hazardous to such landing or taking off of aircraft.
4. “RUNWAY OBSTACLE FREE ZONE”: A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the runway obstacle free zone extends two hundred feet (200’) beyond each end of that runway. The width of the runway obstacle free zone of a runway will be that width prescribed in part 77 of the Federal Aviation Regulations (FAR) for the most precise approach existing or planned for either end of that runway. The elevation of any point of the runway obstacle free zone is the same as the elevation of the nearest point of the runway centerline.
5. “AIRSPACE HEIGHT”: For the purpose of determining the height limits in all zones set forth in this Article and shown on the Storm Lake Municipal Airport Height Zoning Map, the datum shall be mean sea level elevation unless otherwise specified.
6. “CONTROL ZONE”: Airspace extending upward from the surface of the earth which may include one or more airports and is normally a circular area of five (5) statute miles in radius, with extensions where necessary to include instrument approach and departure paths.
7. “INSTRUMENT RUNWAY”: A runway having an existing instrument approach procedure utilized air navigation facilities or area type navigation equipment, for which an instrument approach procedure has been approved or planned.
8. “MINIMUM DESCENT ALTITUDE”: The lowest altitude, expressed in feet above mean sea level, to which descent is authorized on final approach or during circle to land maneuvering in execution of a standard instrument approach procedure, where no electronic glide slope is provided.
9. “MINIMUM ENROUTE ALTITUDE”: The altitude in effect between fixes which assured acceptable navigational signal coverage and meets obstruction clearance requirements between those fixes.

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10. "MINIMUM OBSTRUCTION CLEARANCE ALTITUDE": The specified altitude in effect between radio fixes or VOR airways, off-airway routes, or route segments which meets obstruction clearance requirements for the entire route segment and which assures acceptable navigational signal coverage only within twenty-two (22) miles of a VOR.
11. "RUNWAY": A defined area on an airport prepared for landing and takeoff of aircraft along its length.
12. "VISUAL RUNWAY": A runway intended solely for the operation of aircraft using visual approach procedures with no straight-in instrument approach procedure and no instrument designation indicated on a FAA approved airport layout plan, a military services approved military airport layout plan, or by any planning document submitted to the FAA by competent authority.

b. Airport Zones and Airspace Limitations

In order to carry out the provisions of this Section, there are hereby created and established certain zones which are depicted on the Storm Lake Municipal Airport Height Zoning Map. A structure located in more than one zone of the following zones is considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

1. Horizontal Zone:

Airport Height Zone: The land lying under a horizontal plane one hundred fifty feet (150') above the established airport elevation, the perimeter of which is constructed by: Swinging arcs of ten thousand feet (10,000') radii from the center of each end of the primary surface of runways seventeen (17) and thirty-five (35), and connecting the adjacent arcs by lines tangent to those arcs. No structure shall exceed one hundred fifty feet (150') above the established airport elevation in the horizontal zone, as depicted on the Storm Lake Municipal Airport Height Zoning Map.

2. Conical Zone:

The land lying under a surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) to one (1) for a horizontal distance of four thousand feet (4,000'). No structure shall penetrate the conical surface in the conical zone, as depicted on the Storm Lake Municipal Airport Height Zoning Map.

3. Approach Zone:

The landing lying under a surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. (Note: An approach surface is applied to each end of each runway based upon the type of approach available or planned for that runway end).

(a) The inner edge of the approach surface is:

1. Two hundred fifty feet (250') wide for runways six (6) and twenty-four (24).
2. Five hundred feet (500') wide for runways thirteen (13), thirty-one (31),

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- seventeen (17) and thirty-five (35).
- (b) The outer edge of the approach zone is:
  - 1. One thousand two hundred fifty feet (1,250') for runways six (6) and twenty-four (24).
  - 2. One thousand five hundred feet (1,500') for runway thirteen (13).
  - 3. Two thousand feet (2,000') for runway thirty-one (31).
  - 4. Three thousand five hundred feet (3,500') for runways seventeen (17) and thirty-five (35).
- (c) The approach zone extends for a horizontal distance of:
  - 1. Five thousand feet (5,000') at a slope of twenty (20) to one (1) for runways thirteen (13), thirty-one (31), six (6) and twenty-four (24).
  - 2. Ten thousand feet (10,000') at a slope of thirty-four (34) to one (1) for runways seventeen (17) and thirty-five (35).

No structure shall exceed the approach surface to any runway, as depicted on the Storm Lake Municipal Height Zoning Map.

### 4. Transitional Zone:

The land lying under those surfaces extending outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of seven (7) to one (1) from the sides of the primary surface and form the sides of the approach surfaces.

No structure shall exceed the approach surface to any runway, as depicted on the Storm Lake Municipal Airport Height Zoning Map.

- 5. No structure shall be erected in Buena Vista County that raises the published minimum descent altitude for an instrument approach to any runway, nor shall any structure be erected that causes the minimum obstruction clearance altitude or minimum enroute altitude to be increased on any Federal airway in Buena Vista County.

### c. Use Restrictions

Notwithstanding any other provisions of Section 552, no use may be made of land or water within the City of Storm Lake, Buena Vista County, or Sac County in such a manner as to interfere with the operation of any airborne aircraft. The following special requirements shall apply to each permitted use:

- 1. All lights or illumination used in conjunction with street, parking signs or uses of land and structures shall be arranged and operated in such a manner that it is not misleading or dangerous to aircraft operating from the Storm Lake Municipal Airport or in the vicinity thereof.
- 2. No operations from any use shall produce smoke, glare or other visual hazards within three (3) statute miles of any usable runway of the Storm Lake Municipal Airport.
- 3. No operations from any use in the City of Storm Lake, Buena Vista County or Sac County, shall produce electronic interference with navigation signals or radio communication between the airport and aircraft.

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### d. Lighting

1. Notwithstanding the provisions of Section 552 the owner of any structure over two hundred feet (200') above the ground level must install on the structure lighting in accordance with Federal Aviation Administration (FAA), Advisory Circular 70-7460-1K and amendments. Additionally, any structure, constructed after the effective date of this Chapter and exceeding nine hundred forty-nine feet (949') above ground level, must install on that structure high intensity white obstruction lights in accordance with Chapter 7 of the FAA Advisory Circular 70-7460-1K and amendments.
2. Any permit or variance granted may be so conditioned as to require the owner of the structure or growth in question to permit the City of Storm Lake, Buena Vista County, or Sac County, at its own expense to install, operate and maintain thereto such markers or lights as may be necessary to indicate to pilots the presence of an airspace hazard.

### e. Variances

Any person desiring to erect or increase the height of any structure, or to permit the growth of any tree, or otherwise use his property in violation of any Section of this Chapter, may apply to the Airport Board of Adjustment for variance from such regulations. No application for variance to the requirements of this Chapter may be considered by the Board of Adjustment unless a copy of the application has been submitted to the Storm Lake Airport Commission for its opinion as to the aeronautical effects of such a variance. If the Storm Lake Airport Commission does not respond to the Board of Adjustment within fifteen (15) days from receipt of the copy of application, the Board may make its decision to grant or deny the variance.

### f. Airport Board of Adjustment

1. There is hereby created a Board of Adjustment to have and exercise the following powers:
  - (a) To hear and decide appeals from any order, requirement, decision, or determination made by the Airport Zoning Board in the enforcement of this Article;
  - (b) To hear and decide special exceptions to the terms of this Article upon which such Board of Adjustments under such regulations may be required to pass; and
  - (c) To hear and decide specific variances.
2. The Airport Board of Adjustment shall consist of seven (7) members appointed pursuant to the provisions of Section 329.12, Code of Iowa, and each shall serve for a term of five (5) years and until his/her successor is duly appointed and qualified.
3. The Airport Board of Adjustment shall adopt rules for its governance and in harmony with the provisions of this Article. Meetings of the Board shall be held at the call of

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the chairman and at such other times as the Board of Adjustment may determine. The chairman, or in his/her absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Board of Adjustment shall be open to the public. The Board of Adjustment shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the Storm Lake City Zoning Administrator, and on due cause shown.

4. The Airport Board of Adjustment shall have the powers established in Iowa Statutes, Section 414.12.
5. The concurring vote of a majority of the members of the Airport Board of Adjustment shall be sufficient to reverse any order, requirement, decision or determination of any administrative official or to decide in favor of the applicant on any matter upon which it is required to pass under this Article, or to effect variations of this Article.

### g. Judicial Review

Any person aggrieved, or any taxpayer affected, by decision of the Board of Adjustment, may appeal to the court as provided in Iowa Statutes, Section 414.15.

### h. Administrative Agency

It shall be the duty of the Storm Lake City Zoning Administrator to administer the regulations prescribed herein. Applications for permits and variances shall be made to the Storm Lake City Zoning Administrator upon a form furnished by him/her. Applications required by this Article to be submitted to the Administrative Agency shall be promptly considered and granted or denied. Application for action by the Board of Adjustment shall be forthwith transmitted by the Storm Lake City Zoning Administrator.

### i. Municipal Infraction

A violation of any of the provisions of this Article shall constitute a Municipal infraction subject to the penalties and alternative relief authorized by Title 1, Chapter 20 of the City Code of the City of Storm Lake, Iowa and by [Section 364.22 of the Code of Iowa](#).

## SUPPLEMENTAL USE REGULATIONS

# 6

## ARTICLE SIX - SUPPLEMENTAL USE REGULATIONS

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### 601 Purpose

The Supplemental Use Regulations set forth additional standards for certain uses located within the various zoning districts. These regulations recognize that certain use types have characteristics that require additional controls in order to protect public health, safety, and welfare. These regulations complement the use regulations contained in Article Four of this Ordinance.

### 602 Supplemental Use Regulations: Agricultural Uses

Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.

#### a. Horticulture and Crop Production: Retail Sales

Retail operation of garden centers or roadside stands associated with a primary agricultural use are subject to the following requirements:

##### 1. Garden Centers

- (a) A garden center is a building or premises used for the retail sale of plant materials or items useful in the growing or display of lawns, gardens, and plants.
- (b) Garden centers must conform to all site development regulations for the zoning district.
- (c) Any garden center adjacent to a residential district must maintain a 20-foot landscaped buffer yard, consistent with the standards established in Section 804.

##### 2. Roadside Stands

- (a) A roadside stand is a facility used on a temporary or seasonal basis for the retail sale of produce grown largely on adjacent or surrounding agricultural lands.
- (b) A roadside stand may be located within a required front yard but no closer than 40 feet to the edge of a traveled roadway.
- (c) A roadside stand may operate for a maximum of 180 days in any one year.

#### b. Animal Production or Urban Animal Husbandry

- 1. Any building housing urban animals shall be at least 20 feet from any property line and 25 feet from any dwelling unit on the site.

## SUPPLEMENTAL USE REGULATIONS

2. 0.5 animal units shall be allowed for each acre of land. Fractions that are less than 0.5 shall be rounded down to the nearest whole number. Fractions greater than 0.5 shall be rounded up to the nearest whole number.

One animal unit is defined as equal to the following:

- 1 –large hoofed animals (i.e. horse, mule, cow, llama or similar)
- 4 – small hoofed animals (i.e. sheep, goats, swine, or other similar)
- 6 – large fowl (i.e. geese, turkeys, or other similar)
- 10 – small animals and fowl – (i.e. rabbits, chickens, ducks, or other similar)

Formula: lot size in square feet, divided by 43,560, times 0.5 = allowable animal units (round up or down to the nearest whole)

3. The Zoning Administrator may determine a unit number for animals not listed.
4. Animals shall not be allowed to roam free and shall be kept within fences, corrals, barns, stables, pens, etc.
5. Any building housing animals shall be located no closer than 20 feet to an adjacent property line and 25 feet from any habitable residence. A property is limited to no more than one enclosed structure per animal unit type without a conditional use permit.
6. Fences, corrals, and similar structures must adhere to setback regulations for the applicable zoning district.
7. All feed shall be stored in rodent proof containers.
8. All litter and animal waste shall be removed on a regular basis and disposed of promptly and properly.
9. Keeping of urban animals within the City Limits shall require an administrative license issued by the City of Storm Lake.

c. Urban Agriculture

1. Compost bins shall be permitted in rear and interior side yards and shall be located no closer than 5 feet to any property line and a minimum of 20 feet from any structures. Compost bins shall be maintained and managed so as to not become a nuisance generating obsessive odors or pests.
2. Outdoor storage of equipment and materials used for urban agricultural practices shall be allowed only in rear yards and shall be screened from view of neighboring residential properties or fully enclosed in a garden shed or garage.
3. Garden areas shall not be allowed in any required side yard (set back area)

## SUPPLEMENTAL USE REGULATIONS

### 603 Supplemental Use Regulations: Residential Uses

#### a. Zero-Lot Line Single-Family Detached Residential

Within a planned unit development, one interior side yard may be equal to zero for single-family detached residential use, subject to the following additional regulations:

1. The normal side yard setback requirement must be maintained adjacent to any lot with an existing structure not within the planned unit development; or not otherwise designated for zero lot line use.
2. An easement for maintenance of the zero lot line facade is filed with the Buena Vista County Recorder and the City Clerk at the time of application for a building permit.

#### b. Co-Housing

Where permitted, Co-Housing projects shall be developed through the PUD Process. All site, building, and impervious surface regulations of the base zoning district shall apply.

#### c. Townhouse Residential

Where permitted, townhouse residential is subject to the following regulations:

1. The minimum width for any townhouse lot sold individually shall be 25 feet, except within an approved planned unit development.
2. Coverage percentages are computed for the site of the entire townhouse common development.

#### d. Downtown and Group Residential in CBD District

Downtown and Group Residential uses are permitted in the CBD District only on levels above street level. A unit or units specifically designed for occupancy by disabled residents may be developed at street level, subject to approval by the Board of Adjustment.

#### e. Commercial Residential

Residential uses are allowed in the CC Zoning District under the following conditions:

1. The dwelling unit is only allowed to be above, alongside or to the rear of the permitted business.
2. The dwelling unit must be attached to the permitted business.
3. Fire separations must be provided as required by the Building Code.
4. All required parking for the dwelling must be provided in addition to that required for the permitted business.

## SUPPLEMENTAL USE REGULATIONS

### f. Manufactured Housing

Manufactured Housing uses are allowed with the following conditions:

- (a) The home shall have at least 900 square feet of floor area;
- (b) The home shall have an exterior width of at least 18 feet;
- (c) The roof shall be pitched with a minimum vertical rise of 2.5 inches for each 12 inches of horizontal run.
- (d) The exterior material is of a color, material, and scale comparable with those existing in (or adjacent to) the residential site on which the manufactured home dwelling is being permanently installed;
- (e) The home shall have a non-reflective roof material, which is or simulates asphalt or wood shingles, tile, or rock;
- (f) Permanent utility connections shall be installed in accordance with local regulations;
- (g) The home shall have all wheels, axles, transporting lights, and towing apparatus removed; and
- (h) The home shall be installed upon a permanent foundation that is constructed and built in accordance with local regulations.

### g. Mobile Home Parks in the R-3 and R-4 Districts

Mobile Home Parks are permitted in the R-3 and R-4 Districts as Conditional Uses, subject to approval by the Board of Adjustment. In the R-3 and R-4 Districts, which permits mobile home residential use, such use may be configured in a Mobile Home Park or Mobile Home Subdivision. Following the effective date of this Ordinance, no mobile home, which has been previously occupied, shall be located outside of a Mobile Home Park or Mobile Home Subdivision. A Mobile Home Park is subject to approval of a Conditional Use Permit and compliance with the following regulations:

#### 1. Certification

A certification of compliance with all ordinances and regulations regarding mobile home licensing, zoning, health, plumbing, electrical, building, fire protection and any other applicable requirements shall be required of all Mobile Home Parks.

#### 2. Minimum and Maximum Area

A Mobile Home Park shall be considered to be one zoned lot. The minimum contiguous area of a Mobile Home Park shall be 100,000 square feet.

#### 3. Density Requirements

- a) The maximum gross density of a Mobile Home Park shall be 10 units per acre.

## SUPPLEMENTAL USE REGULATIONS

- b) The minimum size of an individual mobile home space shall be 3,500 square feet for singlewide mobile home units and 5,000 square feet for doublewide mobile home units.
  - c) Each mobile home space shall have a width of at least 40 feet and a length of at least 75 feet.
4. Site Development Standards
- a) Setbacks: Each Mobile Home Park shall have a minimum perimeter setback of 35 feet from adjacent non-residential uses and 50 feet from adjacent residential uses. No space for a dwelling unit or any other structure shall be permitted in the required setback.
  - b) Setback Landscaping: All area contained within the required setbacks except sidewalks and private drives shall be landscaped and screened in conformance with Section 8 of this Ordinance. Screening shall be provided in conformance with Section 8- for any common property line with another non-residential use.
  - c) Impervious Coverage: Impervious coverage for a Mobile Home Park shall not exceed the maximum impervious surface as identified in the respective zoning district.
  - d) Open Space: Each Mobile Home Park shall provide a minimum of 400 square feet of open recreational space per unit. Pedestrians shall be provided such space at a central location accessible from all parts of the park. Required perimeter setbacks or buffers shall not be credited toward the fulfillment of this requirement.
  - e) Separation between Mobile Home Units: The minimum separation between a mobile home unit and attached accessory structure and any other mobile home units and/or accessory structure shall be 20 feet.
  - f) Separation and Setbacks for Accessory Buildings: An accessory building on a mobile home space must maintain a minimum rear and side yard setback of five feet. A minimum distance of five feet shall be provided between any mobile home and an unattached accessory building.
5. Street Access and Circulation Requirements
- a) Access to Public Street: Each Mobile Home Park must abut and have access to a dedicated public street with a right-of-way of at least 60 feet. Direct access to a mobile home space from a public street is prohibited.
  - b) Vehicular Circulation: The Mobile Home Park must provide interior vehicular circulation on a private internal street system. Minimum interior street width shall be sufficient to accommodate emergency vehicle needs. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of 100 feet. No such cul-de-sacs may exceed 300 feet in length.

## SUPPLEMENTAL USE REGULATIONS

- c) Separation between Units and Circulation Areas: The minimum distance between a mobile home unit and any attached accessory structure and the pavement of an internal street or parking area shall be ten feet.
  - d) Sidewalks: Each Mobile Home Park shall provide a sidewalk system to connect each mobile home space to common buildings or community facilities constructed for the use of its residents; and to the fronting public right of way. The sidewalk system shall also connect interior home sites to the public sidewalk or trail system. Sidewalk width shall be at least four feet and shall be ADA compliant.
  - e) Street and Sidewalk Standards: All internal streets and sidewalks shall be hard-surfaced. Electric street lighting is required along all internal streets.
  - f) Parking Requirements: Each Mobile Home Park must provide at least two off-street parking stalls for each mobile home space.
6. Tornado Shelters: Tornado shelters shall be provided in the Mobile Home Park. Such shelter or shelters shall be built according to state and federal rules and be large enough to meet the specific needs of the park and its residents.
7. Utilities
- a) All Mobile Home Parks shall provide individual units and common facilities with an adequate, piped supply water for both drinking and domestic purposes; and standard electrical service, providing at least one 120-volt and one 240-volt electrical service outlet to each mobile home space.
  - b) Complete water and sewer service shall be provided within each Mobile Home Park in accordance with the Subdivision Ordinance.
  - c) Properly spaced and operating fire hydrants shall be provided for proper fire protection within each Mobile Home Park in accordance with the Subdivision Ordinance.
  - d) All electric, telephone, gas, and other utility lines shall be installed underground.
8. Financial Responsibility: Each application for a Mobile Home Park shall include a demonstration by the developer of financial capability to complete the project; and a construction schedule.
9. Completion Schedule: Construction must begin on any approved Mobile Home Park within one year of the date of approval by the Planning and Zoning Commission and City Council. Such construction shall be completed within two years of approval, unless otherwise extended by the City Council.
10. All other uses and provisions of the Storm Lake Mobile Home Park regulations are incorporated herein by reference. These provisions include tie-down and other structural requirements included in the Storm Lake Municipal Codes.

## SUPPLEMENTAL USE REGULATIONS

### h. Mobile Home Subdivisions in the R-3 and R-4 Districts

1. Mobile Home Subdivisions shall be developed in accordance with all standards and requirements set forth in the Subdivision Ordinance of Storm Lake. Site development regulations shall be the same as those required in the R-2 Zoning District. Each mobile home shall be considered a single-family detached residential unit for the purpose of determining applicable development regulations.
2. Mobile home units within Mobile Home Subdivisions shall be built in accordance with the minimum design standards of the US Department of Housing and Urban Development and display a certification of such compliance.
3. Mobile Home Subdivisions shall provide tornado shelter facilities as required by Section 603 f(5).

## 604 Supplemental Use Regulations: Civic Uses

### a. Campgrounds

1. Minimum Size: Each campground established after the effective date of this title shall have a minimum size of one acre.
2. Setbacks: All campgrounds shall maintain a 50-foot front yard setback and a 25-foot buffer yard from all other property lines.
3. Each campground must maintain water supply, sewage disposal, and water and toilet facilities in compliance with all City ordinances; or, alternately, be limited to use by self-contained campers, providing their own on-board water and disposal systems.

### b. Clubs

Clubs located adjacent to residential uses shall maintain a buffer yard of not less than fifteen feet along the common boundary with such residential use.

### c. Day Care

Day care facilities are permitted as a Conditional Use in the GI General Industrial Zoning District only if incidental to a permitted primary use.

### d. Group Care Facilities and Group Homes

1. Each group care facility or group home must be validly licensed by either the State of Iowa or the appropriate governmental subdivision.
2. Group homes are permitted in the CBD District only on levels above street level except that a facility specifically designed for occupancy by disabled residents may be developed at street level, subject to approval as a Conditional Use by the Board of Adjustment.

## SUPPLEMENTAL USE REGULATIONS

e. Helipads

Helipads are only allowed to be developed as an accessory use to a Hospital facility, subject to approval as a conditional use and FAA approval.

### 605 Supplemental Use Regulations: Commercial Uses

a. Auto Service, Repair, Equipment Repair, and Body Repair

1. Where permitted in commercial districts, all repair activities, including oil drainage, lifts, and other equipment, must take place within a completely enclosed building. Outdoor storage is permitted only where incidental to Auto Repair and Body Repair, provided that such storage is for no longer than that which is permitted by Iowa laws and is completely screened so as not to be visible from residential areas or public rights-of-way. Screening is subject to provisions of Article 8 of this ordinance.
2. Any spray painting must take place within structures designed for that purpose and approved by the Building Official.
3. All entrances and exits serving gasoline service station, convenience store offering gasoline sales, or automobile repair shop shall be at least 150 feet from a school, public park, religious assembly use, hospital, or residential use, as measured along any public street. Such access shall be at least 40 feet away from any intersection.
4. All gasoline pumps shall be set back at least fifteen feet from any street line.

b. Auto Washing Facilities

1. Each self-service and conveyor operated auto washing facility shall provide stacking space for three automobiles per bay on the approach side and one space per bay on the exit side of the building.

c. Automobile and Equipment Rental and Sales

1. Required off street parking facilities shall be hard surfaced and maintained with materials sufficient to prevent mud, dust, or loose material.
2. Body repair services are permitted as an accessory use to automobile rental and sales facilities, provided that such repair services shall not exceed 25% of the gross floor area of the building.

d. Bed and Breakfasts

1. Bed and Breakfasts permitted in the CBD District must provide any sleeping facility only on levels above street level except that units specifically designed and reserved for occupancy by handicapped people may be located on the street level.

## SUPPLEMENTAL USE REGULATIONS

2. Bed and Breakfasts in Residential districts shall be limited to no more than 4 individual units for stay. Garbage/recycling services and storage of materials associated with the bed and breakfast shall be contained within a garage or fully enclosed accessory structure.

e. Campgrounds

1. Minimum Size: Each campground established after the effective date of this title shall have a minimum size of one acre.
2. Setbacks: All campgrounds shall maintain a 50-foot front yard setback and a 25-foot buffer yard from all other property lines.
3. Each campground must maintain water supply, sewage disposal, and water and toilet facilities in compliance with all City ordinances; or, alternately, be limited to use by self-contained campers, providing their own on-board water and disposal systems.

f. Convenience Storage

1. When permitted in the RES, CC, and LI Districts, convenience storage facilities shall be subject to the following additional requirements:
  - (a) The minimum size of a convenience storage facility shall be one acre.
  - (b) Activities within the facility shall be limited to the rental of storage cubicles and the administration and maintenance of the facility.
  - (c) All driveways within the facility shall be a minimum width of 25 feet. Entrance driveways must be concrete or asphalt from the property line to the street.
  - (d) All storage must be within enclosed buildings and shall not include the storage of hazardous materials.
  - (e) No storage buildings may open into required front yards.
  - (f) Facilities must maintain landscaped buffer yards of 35 feet adjacent to any public right-of-way and 20 feet adjacent to other property lines, unless greater setbacks are required by Article Eight.
  - (g) No storage buildings shall front on an arterial street.

g. Marinas

A boat marina, including related commercial sales, boat service, and amphibious events of sport, skill, or exhibition, shall be located at least 150 feet from the boundary of any residential district, excluding dwellings occupied by the owner or caretaker residing on the site.

## SUPPLEMENTAL USE REGULATIONS

### h. Restaurants

Restaurants in the LC District that include the accessory sale of alcoholic beverages require approval of a Conditional Use Permit, as set forth in Section 1203.

## 606 Supplemental Use Regulations: Industrial Uses

### a. Resource Extraction

Resource extraction, where permitted, is subject to the following additional requirements:

1. Erosion Control: A resource extraction use may not increase the amount of stormwater run-off onto adjacent properties. Erosion control facilities, including retention and sediment basins, are required of each facility, if necessary, to meet this standard.
2. Surface Drainage: The surface of the use may not result in the collection or ponding of water, unless specifically permitted by the Board of Adjustment.
3. Storage of Topsoil: Topsoil shall be collected and stored for redistribution following the end of the operation.
4. Elimination of Hazards: Excavation shall not result in a hazard to any person or property. The following measures are required:
  - (a) Restoration of slopes to a gradient not exceeding 33% as soon as possible.
  - (b) Installation of perimeter safety screening.
  - (c) Installation of visual screening adjacent to any property within a residential or public use district.
5. Restoration of Landscape: The topography and soil of the resource extraction site shall be restored and stabilized within nine months of completion of the operation. The site shall be seeded, planted, and contoured in a way that prevents erosion. Alternately, the site may be used as a lake or body of water, subject to approval by the City Council.

### b. Salvage Services

No Salvage Services use may be established within the zoning jurisdiction of the City of Storm Lake.

### c. Helipads

Helipads are only allowed to be developed as an accessory use to a principle permitted use in the IN-3, LI, and GI Zoning District, subject to conditional use approval and approval from the FAA.

## SUPPLEMENTAL USE REGULATIONS

### 607 Performance Standards for Industrial Uses

#### a. Industrial Uses in the LI District: Performance Standards

The following performance standards apply to all industrial uses permitted within an LI Limited Industrial zoning district:

1. Physical Appearance: All operations shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored outside. Normal daily inorganic wastes may be stored outside in containers, provided that such containers are not visible from the street.
2. Fire Hazard: No operation shall involve the use of highly flammable gases, acid, liquids, or other inherent fire hazards. This prohibition shall not apply to the normal use of heating or motor fuels and welding gases when handled in accordance with the regulations of the City of Storm Lake.
3. Maximum Permitted Sound Levels Adjacent to Residential Zoning Districts: No operation in the LI district shall generate sound levels in excess of those specified in Table 6-1 at the boundary of a residential district. All noises shall be muffled so as not to be objectionable because of intermittence, beat frequency, or shrillness.
4. Sewage and Wastes: No operation shall discharge into a sewer, drainage way, or the ground any material, which is radioactive, poisonous, detrimental to normal sewer plant operation, or corrosive to sewer pipes and installations.
5. Vibration: All machines shall be mounted to minimize vibration. No measurable vibration shall occur at the property line of the operation, which exceeds a displacement of 0.003 inch.
6. Glare and Heat: All glare generated by a use shall be shielded or directed so as not to be visible at the property line of the operation. No heat may be generated from an operation that raises the air temperature at the property line of the operation by more than five degrees Fahrenheit above the ambient air temperature.
7. Storage of Chemical Products: If allowed by conditional use permit, any above or below ground storage of liquid petroleum products or chemicals of a flammable or noxious nature shall not exceed an aggregate capacity of 150,000 gallons when stored on 1 lot less than 1 acre. Such storage shall not exceed 25,000 gallons in any one tank. Storage of liquid petroleum products or chemicals of a flammable or noxious nature in excess of 25,000 aggregate capacity shall be located at least 40' from any structure and at least 150' from any adjoining property line.

#### b. Industrial Uses in the GI District: Performance Standards

The following performance standards apply to all industrial uses permitted within a GI General Industrial zoning district:

1. Physical Appearance: Outside storage of product and/or heavier industrial uses and operations shall be screened from view from both streets and adjacent properties as provided by Section 805.

## SUPPLEMENTAL USE REGULATIONS

2. Fire Hazard: All flammable substances involved in any activity established in the district shall be handled in conformance with the latest edition of the International Fire Code; and other appropriate Federal, State, and City statutes.
3. Maximum Permitted Sound Levels Adjacent to Residential Zoning Districts: No operation in the GI district shall generate sound levels in excess of those specified in Table 6-1 at the boundary of a residential district. All noises shall be muffled so as not to be objectionable because of intermittence, beat, frequency, or shrillness.
4. Sewage and Wastes: No operation shall discharge into a sewer, drainage way, or the ground any material, which is radioactive, poisonous, detrimental to normal sewer plant operation, or corrosive to sewer pipes and installations.
5. Vibration: All machines shall be mounted to minimize vibration. No vibration shall be permitted which interferes with neighboring industrial operations.
6. Storage of Chemical Products: Storage tanks containing liquid petroleum products or chemicals of a flammable or noxious nature shall be located 40' from any structure on the same property. Setbacks from adjoining property lines are as follows:

| Gallons Aggregate Capacity | Distance from adjoining property lines |
|----------------------------|----------------------------------------|
| 0 – 6,000.....             | 40'                                    |
| 6,001 – 9,000.....         | 60'                                    |
| 9,001 – 13,000.....        | 80'                                    |
| 13,001 – 17,000.....       | 100'                                   |
| 17,001 – 25,000.....       | 130'                                   |
| 25,001 and above.....      | 150'                                   |

### 608 Maximum Permitted Sound Levels Adjacent to Residential Zoning Districts

Table 6-1 displays the maximum permitted sound levels that may be generated by uses in the CC, LI, or GI zoning districts where adjacent to residential zoning districts. All measurements shall be taken at or within the boundary between the originating district and the adjacent residential zoning district with a sound level meter meeting ANSI specifications for a Type II or better general purpose sound level meter. The A-weighted response shall be used.

## SUPPLEMENTAL USE REGULATIONS

| <b>Table 6-1: Maximum Permitted Sound Levels At Residential Boundaries</b>                                                                                                                                                                             |                        |                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------|
| Originating Zoning District                                                                                                                                                                                                                            | Time                   | Maximum One Hour Leq*<br>(dbA) |
| CC, LI                                                                                                                                                                                                                                                 | 7:00 a.m. - 10:00 p.m. | 60                             |
|                                                                                                                                                                                                                                                        | 10:00 p.m. - 7:00 a.m. | 55                             |
| GI                                                                                                                                                                                                                                                     | 7:00 a.m. - 10:00 p.m. | 65                             |
|                                                                                                                                                                                                                                                        | 10:00 p.m. - 7:00 a.m. | 55                             |
| * Leq is the constant sound level that, in a given situation and time period, conveys the same sound energy as the actual time-varying A-weighted sound. It is the average sound level and accurately portrays the sound the human ear actually hears. |                        |                                |

### 609 Supplemental Use Regulations: Miscellaneous Uses

#### a. Landfills

New landfills are not permitted within the zoning jurisdiction of the City of Storm Lake.

### 610 Supplemental Use Regulations: Accessory Uses

#### a. Home-Based Businesses/ Home Occupations

Home-based businesses and home occupations are permitted as an accessory use in residential units subject to the following conditions:

1. External Effects:
  - (a) There shall be no change in the exterior appearance of the building or premises housing the home occupation other than signage permitted within this section.
  - (b) No noise, odors, bright lights, electronic interference, storage or other external effects attributable to the home occupation shall be noticeable from any adjacent property or public right of way.
  - (c) Mechanical or electrical equipment supporting the home occupation shall be limited to that which is self-contained within the structure and normally used for office, domestic or household purposes.
  - (d) No outdoor storage of materials or equipment used in the home occupation shall be permitted, other than motor vehicles used by the owner to conduct

## SUPPLEMENTAL USE REGULATIONS

the occupation. Parking or storage of heavy commercial vehicles to conduct the home occupation is prohibited.

- (e) No home occupation shall discharge into any sewer, drainage way, or on the ground any material, which is radioactive, poisonous, detrimental to normal sewer plant operation, or corrosive to sewer pipes and installations.
- 2. Employees: The home occupation shall employ no more than one full time or part time employee on site other than the residents of the dwelling unit, provided that one off-street parking space is made available and used by that non-resident employee.
- 3. Extent of Use: For all residential and reserve zoning districts, a maximum percent floor area of 30% of the dwelling may be devoted to the home occupation, inclusive of any detached accessory buildings used for the home occupation.
- 4. Signage: Signage designating the home occupation shall be permitted as provided by Article Ten.
- 5. Traffic Generation
  - (a) Home-based businesses may generate no more than two vehicles at a time on a regular basis and up to five vehicles on an occasional basis.
  - (b) Deliveries or service by commercial vehicles or trucks over ten tons gross empty weight is prohibited for any home-based business located on a local street.
- 6. Prohibited Home-Based Businesses/Home Occupations: The following activities are prohibited as home-based businesses, even if they meet the other requirements set forth in this section:
  - (a) Animal hospitals
  - (b) General retail sales
  - (c) Mortuaries
  - (d) Repair shops or service establishments including major electrical appliance repair, motorized vehicle repair, and related uses
  - (e) Stables or kennels
  - (f) Welding, vehicle body repair, or rebuilding or dismantling of vehicles

b. Permitted Accessory Uses: Residential Uses

Residential uses may include the following accessory uses, activities, and structures on the same lot:

- 1. Private garages and parking for the residential use.
- 2. Recreational activities and uses by residents.

## SUPPLEMENTAL USE REGULATIONS

3. Home occupations, subject to Section 610(a) of these regulations.
  4. Residential convenience services for multi-family uses or mobile home parks.
  5. Garage sales, provided that the frequency of such sales at any one location shall not exceed one during a continuous, two month period or four sales during any twelve month period.
  6. Essential services.
  7. Uses and structures clearly incidental and necessary to the principle permitted uses or structures in this district, excluding, however, helipads which are allowed only as a conditional use, when approved by the Zoning Board of Adjustment.
- c. Permitted Accessory Uses: Civic Use Types
- Guidance Services and Health Care use types are permitted in the GI General Industrial zoning districts only as accessory uses to a primary industrial use, subject to approval by the Board of Adjustment.
- d. Permitted Accessory Uses: Other Use Types
- Other use types may include the following accessory uses, activities, and structures on the same lot:
1. Parking for the principal use.
  2. Manufacturing or fabrication of products made for sale in a principal commercial use, provided such manufacturing is totally contained within the structure housing the principal use.
  3. Services operated for the sole benefit of employees of the principal use.
- e. Permitted Accessory Uses: Agricultural Use Types
1. Garden centers and roadside stands, subject to the regulations set forth in Section 602(a)(2).
  2. Other uses and activities necessarily and customarily associated with the purpose and functions of agricultural uses.

### **611 Supplemental Use Regulations: Outdoor Storage Outside of the GI Zoning District**

Outdoors storage is prohibited in all zoning districts except the GI General Industrial zoning district, except as provided in this section.

## **SUPPLEMENTAL USE REGULATIONS**

a. Agricultural Use Types

Outdoor storage is permitted only where incidental to agricultural uses.

b. Civic Use Types

Outdoor storage is permitted only where incidental to Maintenance Facilities.

c. Commercial Use Types

1. Outdoor storage is permitted where incidental to Agricultural Sales and Service; Auto Rentals and Sales; Construction Sales; Equipment Sales and Service; Stables and Kennels; and Surplus Sales.
2. Outdoor storage is permitted where incidental to Auto Services, Equipment Repair, and Body Repair, provided that such storage is completely screened at property lines by an opaque barrier, as set forth in Section 805. This provision shall apply to any Auto Services, Equipment Repair, or Body Repair use established after the effective date of this Ordinance.

d. Industrial and Miscellaneous Use Types

1. Light Industry within the CBD Central Business District zoning district may not include outdoor storage.
2. Outdoor storage is permitted where it is incidental to Light Industry outside of the CBD Central Business District; General Industry; Heavy Industry; Resource Extraction; Salvage Services; Warehousing; and Construction Yards. Any such outdoor storage is subject to screening requirements set forth in Article Eight.

## **612 Supplemental Use Regulations: Erosion Control**

a. Silt Control and Siltation Fencing

1. Permit: No person shall engage in any land disturbing activity on a lake lot or interior lot without first obtaining a permit from the Building Official. No permit shall be issued until it has been determined by the Building Official, after on-site inspection that the requirements of this ordinance have been complied with. An applicant shall pay a permit fee as established and amended from time to time by city resolution before receiving a permit, except that any excavation or land disturbing activity relating to a construction permit to erect or remodel a structure for which a permit fee has already been paid or application applied for, shall be exempt from the provision of this section.
2. Permit Application: A person seeking a permit shall file an application for same with the Building Official, on forms provided by the Building Official, which shall be accompanied by the permit fee and which shall also be accompanied by or contain a silt control plan showing anticipated compliance with this ordinance.

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3. Permit Requirements: No permit shall be issued until a silt screen fence has been installed on the lake lot or interior lot where land disturbing activity is anticipated in accordance with the following directives:
  - a) The silt screen fence shall be installed below the direction of run off from the lot, between the land disturbing activity and the public right of way or the ordinary high water mark of the public lake, in a manner suitable to the lot so as to be more effective in preventing of lot soil into the public right of way or lake.
  - b) The silt screen fence shall be installed to run the entire length of the land disturbing activity and be blocked on each end to prevent run-off around the ends of the fence in order to protect the public right of way or public lake from siltation from the entire land disturbing activity area.
  - c) The silt screen shall have a minimum height of 36" and be installed in such a manner so that the bottom of the screen is dug into the surface of the lot a minimum of 12" with the backfill soil compacted.
  - d) The silt screen fence support posts shall be made of steel and be spaced along the entire length of the fence with a maximum distance of 8' between the posts. Said posts shall extend above the silt screen and be placed into the ground at a depth consistent with their design and adequate support of the silt screen.
4. Duration: The silt screen fence shall remain in place on the lot and shall be maintained so that the fence and posts remain as an effective silt barrier, and at no time shall the accumulated silt exceed 2/3's the height of the silt fence. The silt fence shall be maintained until all land disturbing activity is completed and sufficient landscaping or vegetation exists to prevent any run off siltation from the lot into the public right of way or public lake. Before the silt screen fence is permanently removed, all collected silt at the base of the fencing must be removed and disposed of at a site that poses no continued threat of siltation.

### 613 Supplemental Use Regulations: Temporary Uses

#### a. Purpose

These provisions are intended to permit occasional, temporary uses and activities, when consistent with the objectives of the Zoning Ordinance and compatible with surrounding uses. They are further intended to prevent temporary uses from assuming the character of permanent uses.

#### b. Temporary Use Types

The following temporary uses are permitted, subject to the regulations contained within these sections:

## SUPPLEMENTAL USE REGULATIONS

1. Model homes or apartments, if contained within the development to which they pertain.
2. Development sales offices. Such offices may remain in place until 90% of the lots or units within the development are sold and may not be located within a mobile home or manufactured home/structure.
3. Public assemblies, displays, and exhibits.
4. Commercial circuses, carnivals, fairs, festivals, or other transient events, provided that events are located on property owned by the sponsoring non-profit organization, or are located within a CBD or more intensive zoning district.
5. Outdoor art shows and exhibits.
6. Christmas tree or other holiday-related merchandise sales lots, provided that such facilities are not located in a residential zoning district.
7. Construction site offices, if located on the construction site itself.
8. Outdoor special sales, provided that such sales operate no more than three days in the same week and five days in the same month; and are located in commercial or industrial zoning districts.
9. Construction Batch Plants, provided that:
  - (a) No plant may be located within 600 feet of a developed residential use, park, or school.
  - (b) The facility is located no more than one mile from its job site. The Zoning Administrator may extend this distance to two miles, if such extension avoids use of local streets by plant-related vehicles.
  - (c) Hours of operation do not exceed 12 hours per day.
  - (d) The duration of the plant's operation does not exceed 180 days.
10. Additional temporary uses that the Zoning Administrator determines to be similar to the previously described uses in this section.

c. Required Conditions of All Temporary Uses

1. Each site shall be left free of debris, litter, or other evidence of the use upon its completion or removal.
2. The Zoning Administrator may establish other conditions, which he/she deems necessary to ensure compatibility with surrounding land uses.

## SUPPLEMENTAL USE REGULATIONS

### d. Permit Application and Issuance

1. An application to conduct a temporary use shall be made to the Zoning Administrator and shall include at a minimum a description of the proposed use; a diagram of its location; information regarding hours and duration of operation; and other information necessary to evaluate the application.
2. The Zoning Administrator may authorize a temporary use only if he/she determines that:
  - (a) The use will not impair the normal operation of a present or future permanent use on the site.
  - (b) The use will be compatible with surrounding uses and will not adversely affect the public health, safety, and welfare.
3. The duration of the permit shall be explicitly stated on the permit.
4. Decisions of the Zoning Administrator may be appealed to the Board of Adjustment.

## 614 Adult Oriented Business

In adopting these supplemental use regulations, it is recognized that adult entertainment facilities have certain objectionable side effects which render these facilities incompatible with residential, public, and other family uses, when the adult facilities are located close to or adjacent to such uses. This section seeks to ensure that residential, public, family orientated business, and adult entertainment facilities will be located in separate and compatible locations, it is a subject of legitimate concern for the City to use its zoning power to preserve the quality of life, preserve the City's neighborhoods and to meet effectively the increasing encroachments upon the quality of life within the City.

### a. Location

No person, whether as principal or agent, clerk or employee, either for himself or any other person, or as an officer of any corporation, or otherwise, shall place, maintain, own or operate any adult bookstore, adult movie theater, adult nightclub, adult motel, or adult business, as defined in Section 614(d) in the following locations:

1. In any zoning district other than the GI heavy industrial.
2. Within seven hundred fifty (750) feet of any residentially zoned or used property, or any property designated on the City's Comprehensive Plan as residentially orientated.
3. Within seven hundred fifty (750) feet of any parcel of real property upon which is located any of the following facilities:
  - (a) A children's daycare, nursery school, preschool, elementary school, junior high school, senior high school.

## SUPPLEMENTAL USE REGULATIONS

- (b) A religious institution which conducts religious programs.
- (c) Park or recreational facilities operated and improved by the City, Buena Vista County, the Buena Vista County Conservation Board or the State of Iowa.
- (d) Federal, State, County, City, or special district governmental offices.
- (e) Supermarket or convenience store.
- (f) Restaurant, fast food or food establishment catering to family trade.

4. Within seven hundred fifty (750) feet of any other adult entertainment facility.

b. Measurement of Distance

The distance between any two (2) adult entertainment facilities shall be measured in a straight line, without regard to intervening structures, from the closest exterior structural wall of each business. The distance between any adult entertainment facilities any religious institution, school or public park, governmental office, supermarket, restaurant or the property designated for residential use or used for residential purposes shall be measured in a straight line, without regard to intervening structures, from the closest property line of the adult entertainment facility to the closest property line of the religious, school, public park, government office, supermarket, restaurant or the property designated for residential use or used for residential purposes.

c. Restrictions

All building openings, entries, windows, etc., shall be located, covered, or screened in such a manner to prevent a view into the interior from public or semipublic area; and for construction, and whenever else it seems feasible by the City, the building shall be orientated so as to minimize any possibility of viewing the interior from public or semipublic areas. Adult material advertisements, displays, or other promotional materials shall not be shown or exhibited so as to be visible to the public from pedestrian sidewalks, or walkways, or from other areas, public or semipublic, in this case, "adult materials" shall be defined as material describing or depicting any specified sexual activity or "specified anatomical areas", as defined in Section 614d.

d. Definitions

As used in this Section, the word "or" also means "and/or"; the words "used" or "occupied" include the words "intended, designed, or arranged to be" used or occupied; the word "lot" includes the words "plot or parcel" and all other words or phrases used to denote an individual site that complies with the minimum provisions of this title. For the purpose of this title, the following terms or words used herein shall be interpreted as follows:

1. **ADULT ARTIST, BODY PAINTING AND/OR BODY PIERCING STUDIO:** An establishment or business which provides the services of piercing, applying paint, or other substance whether transparent or nontransparent to or on the human body distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas" (as defined in this section).
2. **ADULT BOOKSTORE:** An establishment having 25% or more in quantity of its stock in trade for sale or rent of books, magazines, videos, and other periodicals which are distinguished or characterized by their emphasis on matter depicting,

## SUPPLEMENTAL USE REGULATIONS

describing or relating to “specified sexual activities” or “specified anatomical areas” as defined in this section.

3. **ADULT CABARET:** Any place holding a liquor license or beer permit, or combination for consumption of beer or liquor, or both, on the premises wherein entertainment is characterized by emphasis on matters depicting, describing or relating to “specified sexual activities” or “specified anatomical areas” (as defined in this section).
4. **ADULT ENTERTAINMENT ESTABLISHMENT:** Any other establishment not otherwise defined herein, but of the same general classification as the other establishments herein defined, having as a substantial or significant portion of its business the offering of entertainment, stocks in trade of materials, scenes or other presentations characterized by emphasis on depiction or description of “specified sexual activities” or “specified anatomical areas” (as defined in this section).
5. **ADULT MASSAGE PARLOR:** Any place of business wherein any method of pressure on or friction against, or rubbing, stroking, kneading, tapping, pounding or vibrating the external parts of the body with the hand or any body parts, or by a mechanical or electrical instrument, under such circumstances that it is reasonably expected that the individual to whom the treatment is provided or some third person on his or her behalf will pay money or give other consideration or gratuity therefore, wherein the massage is distinguished or characterized by an emphasis on “specified sexual activities”, or involving “specified anatomical areas” (as defined in the section).
6. **ADULT MINI-MOTION PICTURE THEATER:** An enclosed building with a capacity for less than fifty (50) persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to “specified sexual activities” or specified anatomical areas” (as defined in this section), for observation by patrons therein.
7. **ADULT MOTION PICTURE THEATER:** An enclosed building with a capacity of fifty (50) or more persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to “specified sexual activities” or “specified anatomical areas” (as defined in this section), for observation by patrons therein.
8. **ADULT ORIENTED BUSINESSES:** Any of the types of businesses further defined in this subsection which include the modifying word “Adult”.
9. **ADULT NOVELTY STORE:** any commercial establishment having 25% or more in quantity of its stock in trade for sale instruments, devices, or paraphernalia which are designed for use in connection with “specified sexual activities”, as defined in this section excluding condoms and other birth control and disease prevention products.
10. **ADULT THEATER:** A motion picture theater or stage show theater or combination thereof used for presenting materials distinguished or characterized by an emphasis on matters depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas” (as defined in this section) for observation by patrons therein.

## SUPPLEMENTAL USE REGULATIONS

11. **MASSAGE:** Any method of treating the external parts of the human body by rubbing, kneading, tapping or vibrating with the hand or any instrument for any form of consideration or gratuity.
12. **MASSAGE ESTABLISHMENT:** Any establishment having a fixed place of business where massage is administered for any form of consideration or gratuity, including, but not limited to, massage parlors, health clubs, sauna baths, and steam baths. This definition shall not be construed to include:
  - (a) Persons licensed in the State of Iowa under the provisions of Chapters 148, 148A, 151, 152, 157 or 158 of the Iowa Code, when performing massage, massage therapy or massage services as part of the profession or trade for which licensed;
  - (b) Persons performing massage therapy or massage services under the direction of a person licensed as described in subsection (a). of this definition;
  - (c) Persons performing massage therapy or massage services upon a person pursuant to the written instruction or order of a licensed physician;
  - (d) Nurses aids, technicians and attendants at any hospital or healthcare facility licensed pursuant to Chapter 1358, 135C or 145A of the Iowa Code, in the course of their employment and under the supervision of the administrator thereof or of a person licensed as described in subsection (a). or this definition;
  - (e) An athletic coach or trainer in any accredited public or private secondary school, junior college, college or university, or employed by professional or semiprofessional athletic team or organization, in the course of his or her employment as such coach or trainer.
13. **NIGHTCLUB:** Any place of business located within any building or establishment, operated for the purpose of supplying any, or all of the following; entertainment, music, meals, refreshments, or dance floor, and serving beer, wine or liquor for consumption on the premises.
14. **SPECIFIED ANATOMICAL AREAS:** Less than completely and opaquely covered human genitals, mature human buttocks, and mature human female breasts below a point immediately above the top of the areola; and human male genitals in a discernible turgid state, even if completely and opaquely covered.
15. **SPECIFIED SEXUAL ACTIVITIES:** Human genitals in a state of sexual stimulation or arousal, acts of human masturbation, sexual intercourse or sodomy, fondling or other touching of human genitals, pubic region, buttock, or female breast, minors engaged in a prohibited sexual act or simulation of a prohibited sexual act.”

## SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

# 7

## ARTICLE SEVEN - SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

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### 701 Purpose

The Supplemental Site Development Regulations recognize the existence of special conditions that cannot comply literally with the site development regulations set out for each zoning district. Therefore, these regulations qualify or modify the district regulations of this title and provide for specific areas of exception.

### 702 Setback Adjustments

#### a. Exceptions to Openness of Required Yards

Every part of a required yard shall be open and unobstructed from finished grade upward, except as specified herein.

1. Architectural projections, including roofs, which cover porches, enclosed porches; windowsills, belt courses, cornices, eaves, flues and chimneys, and ornamental features may project three feet into a required yard.
2. Terraces, patios, uncovered decks, and ornamental features, which have no structural element more than four feet above or below the adjacent ground level, may project ten feet into a required yard. However, all such projections must be set back at least three feet from an adjacent side lot line. Ramps or other accommodations for disabled people may project into required yards.
3. Fire escapes, fireproof outside stairways, and balconies opening to fire towers may project a maximum of three feet into required yards, provided that they do not obstruct the light and ventilation of adjacent buildings.
4. For buildings constructed upon a front property line, a cornice may project into public right-of-way. Maximum projection is the smaller of four feet or five percent of the right-of-way width.
5. In commercial districts, a canopy may extend into a required front yard, provided that the canopy is set back at least five feet from the front property line, covers less than fifteen percent of the area of the required front yard, and has a vertical clearance of at least eight feet six inches.
6. Accessory buildings are subject to all site development regulations of its zoning district, except as provided below:

## SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

- (a) Side Yards: An accessory building may be located a minimum of five feet from the side lot line of the property if it is located between the rear building line of the principal building and the rear property line.
- (b) Front Yards: No accessory building may be located between the front building line of the principal building and the front property line.
- (c) Rear Yard: The minimum rear yard setback for accessory buildings shall be five feet. This minimum rear yard setback shall be increased to 15 feet if the accessory building requires vehicular access from an alley. Double-frontage lots shall require front-yard setbacks along both street frontages as set forth in Table 4-3a and 4-3b. Easements may be incorporated into these required setbacks. No accessory building shall be located within any easement or right-of-way along the rear property line.
- (d) Street Yards: No accessory building shall be located within a required front yard or street side yard.
- (e) Maximum Size: With the exception of detached garages, no accessory building shall exceed 144 square feet, or 1.5% of the total lot area, whichever is larger, within a residential district. The maximum size of a detached garage for a single-family detached, single-family attached, or duplex residential uses shall not exceed the larger of 600 square feet, or 25% of the building coverage of the main residential structure. For the purpose of this section, a detached garage is a structure separate from the main residential building(s) used principally for the storage of one or more motor vehicles. All buildings on a site, taken together, must comply with the building coverage requirements for the zoning district.
- (f) Height: The maximum height for accessory buildings shall be:
  - 15 feet in residential districts.
  - 24 feet in commercial and industrial districts.
  - 15 feet in RES districts when the principal use is residential.
- (g) Separation from Other Buildings: No accessory building shall be placed within five feet of any other building on its own property or any adjacent properties.
- (h) Attached Accessory Buildings: Any accessory building physically attached to the principal building shall be considered part of the principal building and subject to the development regulations of its zoning district.
- (i) Effect on Adjacent Properties: If an adjacent lot is built upon, the accessory building must be entirely to the rear of the front building line of any principal building on such adjacent lot.
- (j) No accessory building shall be built upon any lot until construction of the principal building has begun.

## SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

7. Lamp posts with a maximum height of ten (10) feet, and flag poles up to maximum height of base district may be located within required yards, provided they are set back at least five (5) feet from property lines.

### b. Setback Adjustments

1. Setbacks on Built-Up Block faces: These provisions apply if forty percent or more of the buildings on that block face have front yard setbacks different from those required for the specific district.
  - (a) If a building is to be built on a parcel of land within 100 feet of existing buildings on both sides, the minimum front yard shall be the mean setbacks of the adjacent buildings.
  - (b) If a building is to be built on a parcel of land within 100 feet of an existing building on one side only, the minimum front yard shall be the setback of the adjacent building.
  - (c) If a building is to be built on a parcel of land not within 100 feet of an existing building on either side, then the minimum front yard shall be the mean setback of all existing buildings on the block face.
  - (d) No setback adjustment pursuant to this section shall create a required front yard setback more than five feet greater than that otherwise required by the applicable zoning district.
2. Corner Lots: Required setbacks shall not reduce the buildable width of any corner lot to less than 24 feet. Appropriate setback adjustments shall be allowed to maintain this minimum width.

### c. Rear Yard Exceptions - Residential Uses

When an irregular lot is used for residential purposes, the rear yard may be measured as the average horizontal distance between the building and rear lot line, provided that the minimum setback shall not be less than sixty percent (60%) of the rear yard required by the zoning district.

### d. Double Frontage Lots

Residentially zoned double frontage lots on a major street, and with no access to that street may have a 25-foot minimum front yard setback along said street. All other double frontage lots must provide full front yard setbacks from each adjacent street.

### e. Satellite Antennas

1. Antennas with a surface area over eight square feet which are accessory to a primary use and are designed to receive and transmit electromagnetic signals, or to receive signals from satellites, shall not be located within any front yard of the primary use, unless it is not possible to gain reception in other portions of the lot, in accordance with FCC rules.

## SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

2. Such antennas shall be located no less than five feet from the property line of an adjacent property within a residential zoning district.

f. Vision Clearance Zones

No structure, including a fence, shall be built to a height of more than three feet above the established curb grade on the part of the lot bounded by the street lines of the streets which intersect and a line connecting a point on each of such lines thirty feet from their point of intersection. No landscaping shall be planted in such area, which will materially obstruct the view of drivers approaching the street intersection.

### 703 Height Exceptions

These provisions allow exceptions to the height limit of any zoning district in certain situations.

a. Vertical Projections

Chimneys, cooling towers, building mechanical equipment, elevator bulkheads, fire towers, grain elevators, non-parabolic receiving antennas, tanks, solariums, steeples, penthouses not exceeding 25 percent of total roof area, flag poles, stage towers or scenery lofts, and water towers may be built to any height in accordance with existing and future ordinances. Such structures shall not extend into the approach zones, clear zones, or other restricted air space required for the protection of any public airport.

b. Amateur Radio Towers and Federal Communication Commission Pronouncements

1. Radio towers, antennas and other appurtenances operated by licensed amateur radio operators, where permitted and when, may not exceed 75 feet in height. This height has been determined by the City to reasonably accommodate amateur service communications, and further represents the minimum practicable regulation to accomplish legitimate municipal land use regulation purpose, as recognized under published guidelines of the Federal Communications Commission.
2. Special instances may require that amateur radio tower heights exceed 75 feet to achieve effective and reliable communications. In such cases, the Board of Adjustment may grant a Conditional Use Permit to a licensed amateur radio operator for a specific tower height that exceeds 75 feet. In determining whether to grant such permission, the Board of Adjustment shall consider the federal guidelines contained in PRB-1 (Amateur Radio Preemption, 101 FCC 2d (1985); codified at C.F.R. Section 97.15(e).
3. The setback of such radio towers from any adjacent property line shall equal to the height of the tower.

c. Broadcast Towers

Broadcast towers, when operated by a federally licensed commercial or non-profit organization, may be built to any height in accordance with existing and future ordinances.

## SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

This exception does not apply to radio towers, antennas and other appurtenances operated by licensed amateur radio operators.

d. Wind Energy Conservation Systems (WECS)

1. The distance from all lot lines or any building or power line to any tower support base of a WECS shall be equal to the sum of the tower height and the diameter of the rotor. A reduction of this requirement may be granted as part of a Conditional Use Permit approval if the Board of Adjustment finds that the reduction is consistent with public health, safety, and welfare.
2. The distance between the tower support bases of any two WECS shall be the minimum of five rotor lengths, determined by the size of the largest rotor. A reduction of this requirement may be granted as part of a Conditional Use Permit approval if the Board of Adjustment finds that the reduction does not impede the operation of either WECS.
3. The WECS operation shall not interfere with radio, television, computer, or other electronic operations on adjacent properties.
4. A fence six feet high with a locking gate shall be placed around any WECS tower base; or the tower climbing apparatus shall begin no lower than twelve feet above ground.
5. The WECS is exempt from the height restrictions of the base district.

e. Height Exceptions for Conditional Uses

The Board of Adjustment may grant an exception from the height limit for a zoning district for a conditional use, as part of its approval of that use. The limit or extent of this exception shall be a specific part of the conditional use permit.

f. Federal Aviation Administration Rules

No structure may be built in any zoning district, which exceeds the maximum height permitted under the rules of the Federal Aviation Administration. These rules describe the glide angles and operational patterns for any airport within the planning jurisdiction of the City of Storm Lake.

## 704 Fence Regulations

a. Location Restriction

Unless otherwise provided by this title or other sections of the Storm Lake Municipal Code, no fence shall be built on any lot or tract outside the surveyed lot lines.

b. Required Openings

Unless otherwise provided by this title or other sections of the Storm Lake Municipal Code,

## SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

any fence built on residential property within required front or street side yards shall contain openings constituting no less than 50 percent of the surface area of the fence.

c. Sight Obstruction

No solid fence permitted or required by this title or other sections of the Storm Lake Municipal Code shall be built within a triangle formed by the adjacent side lines of two intersecting streets and a line connecting points 30 feet on each leg from their point of intersection; or otherwise in any manner create a traffic hazard or obstruction to visibility.

d. Facing

The finished surfaces of any fence shall face toward adjacent properties and street frontage.

e. Residential Fences

Fences constructed within residential districts or on land used for residential purposes are subject to the following provisions.

1. Height: The maximum height of a fence within a required front yard or street side yard setback shall be four feet. The maximum height for any fence outside of a required front yard shall be seven feet.
2. Exception for Street Side Yards: On corner lots, a fence built parallel to the street side yard line but set back in conformance with the required street yard setback may have a maximum height of six feet.
3. Exception to Openness Requirement: Fences built on residential property outside of required front or street side yards may exceed 50 percent closed construction.
4. Exception for Front Yards of Double Frontage Lots: A fence built within the required front yard of a double frontage lot may be a maximum of six feet in height and may exceed 50 percent closed construction if such lot fronts an arterial street as defined in the Comprehensive Plan of the City of Storm Lake; and if such frontage does not provide primary access to the property.
5. Materials: Fences shall be constructed of wood, chain-link, PVC/ resin, stone or masonry materials only. Wood fences shall utilize standard building lumber only. Barbed wire and/or electrified fences are not permitted, and are defined as any fence that includes in its material barbs, blades, razors, electric current or other features specifically designed to injure or abrade an individual or animal who attempts to negotiate the fence.

f. Civic, Office, Commercial, and Industrial Fences

Fences constructed in commercial and industrial districts are subject to the following special provisions:

1. The maximum height of a fence for any permitted use in a commercial district shall be four feet in a required front yard, and seven feet elsewhere.

## SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

2. The maximum height of a fence for any permitted use in an industrial district shall be eight feet.
3. Civic Uses in Residential Districts: The maximum height of fences installed as part of Primary and Secondary Educational Facilities or Park and Recreation Use Types within Residential Zoning Districts shall be the same as those for residential uses.
4. The Board of Adjustment may approve greater fence heights on a case-by-case basis if it concludes that such permission furthers the health, safety, and welfare of the residents of the City of Storm Lake. Such considerations shall be processed through the variance process.
5. Barbed wire shall not be used in the construction of any fence for in a commercial district or in an IR Industrial Reuse Overlay District. Barbed wire may be used in the construction of fencing in an industrial district provided that the bottom strand of the wire shall be at least six feet above ground level. Electrified fences are not permitted within the jurisdiction of the City of Storm Lake.

### **705 Appeals**

Denial, revocations, or cancellations of a building permit based on the provisions of this Section may be appealed to the Board of Adjustment, as set forth in Sections 1208 through 1210.

## LANDSCAPING AND SCREENING STANDARDS

# 8

## ARTICLE EIGHT - LANDSCAPING AND SCREENING STANDARDS

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### 801 Purpose

The Landscaping and Screening Regulations provide additional guidance on the development of sites within Storm Lake by addressing landscaping and screening requirements. They are designed to improve the appearance of the community; buffer potentially incompatible land uses from one another; and conserve the value of properties within the City of Storm Lake.

### 802 Applicability

The provisions of this section shall apply to all new development on each lot or site upon application for a building permit or change in use that requires a rezoning application or site plan review, except for the following:

- a. Reconstruction or replacement of a lawfully existing use or structure following a casualty loss.
- b. Remodeling, rehabilitation, or improvements to existing uses or structures which do not substantially change the location of structures, parking, or other site improvements.
- c. Additions or enlargements of existing uses or structures which increase floor area or impervious coverage area by less than 20 percent. Where such additions or enlargements are 20 percent or greater, these provisions shall apply only to that portion where the new development occurs.

### 803 Landscaping Requirements

Landscaping shall be required adjacent to each street property line and within street yards a distance of 5 feet from any street side property line. In the CBD landscaping may be substituted with hardscape.

### 804 Landscaping Materials and Installation Standards

#### a. Use of Inorganic Landscaping Materials

No artificial trees, shrubs, plants or turf shall be used to fulfill the minimum requirements for landscaping. Inorganic materials, such as stone or decorative pavers, may be used provided that such material does not comprise more than 35% of the

## LANDSCAPING AND SCREENING STANDARDS

minimum required landscaped area. Other concrete and/or asphalt pavement surfaces may not be used within the minimum required landscaped area, except for walkways less than 5 feet in width.

### 805 Buffer Yard Provisions

These provisions apply when a use is established in a more intensive zoning district (District A) which is adjacent to a less intensive zoning district (District B). The owner, developer, or operator of the use within District A shall install and maintain a landscaped buffer yard on his/her lot or site, as set forth in this section. Buffer yard requirements apply only to those districts indicated in Table 8-1. Buffer yards are not required of single-family, 2-family, duplex, or townhouse use types in the more intensive zoning district.

- a. The buffer yard dimensions set forth in Table 8-1 apply to zoning districts, which share a common lot line or are adjacent but separated by an intervening alley.

**Table 8-1: Buffer Yard Requirements (in feet)**

|                                                            | <b>District B<br/>(Less Intensive Adjacent District)</b> |                         |                         |                              |
|------------------------------------------------------------|----------------------------------------------------------|-------------------------|-------------------------|------------------------------|
| <b>District A<br/>(More Intensive District)<br/>Note 3</b> | <b>RES<br/>(Note 1)</b>                                  | <b>R-1<br/>(Note 1)</b> | <b>R-2<br/>(Note 1)</b> | <b>R-3, R-4<br/>(Note 1)</b> |
| <b>R-4, IN 1, 2, 3</b>                                     | 20                                                       | 20                      | 10                      | ---                          |
| <b>LC</b>                                                  | 10, 20RY                                                 | 10, 20RY                | 10, 20RY                | 10, 20RY                     |
| <b>CC</b>                                                  | 10, 20RY                                                 | 10, 20RY                | 10, 20RY                | 10, 20RY                     |
| <b>CBD</b>                                                 | 10, 20RY                                                 | 10, 20RY                | 10, 20RY                | 10, 20RY                     |
| <b>LI</b>                                                  | 30                                                       | 30                      | 30                      | 30                           |
| <b>GI</b>                                                  | 40                                                       | 40                      | 40                      | 30                           |

**Notes to Table 8-1:**

**Note 1:** Applies to residential uses previously established in the zoning district.

**Note 2:** Vertical screening only is required as set forth in Section 806.

**Note 3:** Buffer requirements do not apply to single-family, duplex, or townhouse residential uses established in District A

## LANDSCAPING AND SCREENING STANDARDS

- b. When a street separates adjacent zoning districts requiring a buffer yard, the size of the buffer yard shall be one-half the required buffer yard set forth in Table 8-1.
- c. Each required buffer yard must be entirely landscaped.

### 806 Screening Standards

#### a. Application

Screening is required between adjacent zoning districts indicated in Table 8-1 when one or more of the following conditions in the more intensive zoning district is directly visible from and faces toward the boundary of the less intensive zoning district.

- 1. The rear elevation of buildings.
- 2. Outdoors storage areas or storage tanks, unless otherwise screened.
- 3. Loading docks refuse collection points, and other service areas.
- 4. Major machinery or areas housing a manufacturing process.
- 5. Major on-site traffic circulation areas or truck and/or trailer parking.
- 6. Sources of glare, noise, or other environmental effects.

#### b. Opaque Barrier

A six-foot opaque barrier shall be provided which visually screens the conditions listed in Section 806 (a) from less intensive uses as follows:

- 1. A solid wood and/or masonry fence or wall at least six feet in height.
- 2. A landscaping screen, using evergreen or deciduous materials, capable of providing a substantially opaque, hedge-like barrier and attaining a minimum height of six feet within three years of planting. Note: All planting materials shall conform to the minimum caliper/size requirements set in Section 807.
- 3. A landscaped earth berm with a maximum slope of three to one, rising no less than six feet above the existing grade of the lot line separating the zoning districts.
- 4. Any combination of these methods that achieves a cumulative height of six feet.

#### c. Location of Screening Wall

- 1. A screening wall or fence shall be installed no closer to the less intensive zoning district than one-half the width of the required buffer yard.

## LANDSCAPING AND SCREENING STANDARDS

d. Screening: Effect on Drainage

Screening shall not adversely affect surface water drainage.

e. Permitted Interruptions of Screening

Screening may be interrupted to provide pedestrian (sidewalk) or bike (trail) connections or access drives to service areas or for loading purposes to buildings. Such breaks or interruptions shall not exceed 20% of the length of the required screened area.

### 807 Tree Plantings

In any landscaped area for commercial uses only required by the Minimum Depth Requirements, the Buffer yard Requirements, or the Parking Lot Interior Landscaping Requirements (see Article 906 c.), one tree of an approved species with a minimum caliper size of two inches shall be planted and maintained for each 500 square feet of required landscaped area. Existing trees approved for preservation shall be counted toward satisfaction of this requirement.

### 808 General Provisions

a. Time of Application

The provisions contained in this Article shall be applied for each individual lot or site when an application for a rezoning, site plan approval, conditional use permit, or building permit on such lot is made. For commercial, institutional, and multi-family development projects, landscape plans shall be prepared and signed by a licensed landscape architect.

b. Maintenance of Required Landscaping

Upon installation of required landscape materials, each owner shall take appropriate actions to ensure their continued health and maintenance. Required landscaping that does not remain healthy shall be replaced consistent with this Article.

c. Obstruction of View

Landscaping or screening installed in any landscaped area shall not obstruct the view from or to any driveway approach, street, alley, or sidewalk.

d. Earth Berm Locations

All earth berm locations shall be reviewed by the Infrastructure and Public Facilities Director, or his/her designee to determine how the berms shall relate to drainage and public utilities.

## LANDSCAPING AND SCREENING STANDARDS

e. Exceptions

A development may continue to comply with the buffer yard and screening requirements in effect at the time of issuance of its original permit, regardless of whether an adjacent lot or site is subsequently rezoned to a less intensive district which would otherwise require compliance with buffer yard or screening provisions.

# 9

## ARTICLE NINE - OFF-STREET PARKING

---

### 901 Purpose

The Off-Street Parking Regulations require that developments provide parking in proportion to the need created by each use. The regulations further establish standards for the functional design of parking facilities. These regulations are intended to accommodate vehicles in a functionally satisfactory manner and to minimize external effects on neighboring properties.

### 902 General Applications

a. Applicability

Off-street parking shall be provided for any new building constructed; for new uses or conversions of existing buildings; or for enlargements of existing structures.

b. Exemptions

Any use within the CBD Central Business District is exempt from the off-street parking requirements provided by Section 903. Any off-street parking facility constructed in the CBD District after the effective date of this Ordinance must comply with the design standards set forth in this Article.

### 903 Schedule of Off-Street Parking Requirements

Parking facilities for each use shall be provided in accord with the minimum requirements set forth in Table 9-1.

a. Computation

1. When a computation of required parking results in a fraction of 0.5 or greater, the requirement should be rounded up to the next whole number.
2. Unless otherwise indicated, parking requirements are based on gross floor area. Gross floor areas for the purpose of this calculation exclude any interior space used for the parking or loading of vehicles.
3. When parking requirements are computed on the basis of capacity, capacity shall be determined by the building code in effect for the City of Storm Lake at the time the use is established.

## OFF-STREET PARKING

### b. Multiple Use Sites and Adjustments

1. For sites with more than one use, the parking requirement shall be the sum of spaces required for each use at their peak period of demand, except as provided below.
2. The Zoning Administrator may authorize an adjustment in the total parking requirement for separate uses located on the same site or for separate uses located on adjoining sites and served by the same parking facility. The Zoning Administrator shall consider at least the following criteria in determining approval of such an adjustment:
  - (a) The characteristics and time of operation of each use, and differences in projected peak parking demand.
  - (b) Potential reduction in total expected vehicle movements afforded by multiple uses of the parking facilities.
  - (c) Functional designs of the development and its parking facilities.
  - (d) Demonstrated ability to locate additional parking on the site to accommodate total parking requirements (proof of parking).
  - (e) Evidence of a written agreement and cross access easement that provides for the joint use and ongoing maintenance of parking facilities. Such agreement shall be entered into by all property owners involved and recorded with the Buena Vista County Recorder against all properties named in the agreement and a copy filed with the City Clerk.

## 904 Parking Facility Location

### a. Residential Parking

1. Off-street parking for residential uses shall be located on the same lot or site as the use.
2. With the exception of tuck-under garages or enclosed parking areas, off-street parking areas for any multi-family residential use shall be at least six feet from any main building; and shall not be located within a required front yard or street side yard.

### b. Non-Residential Parking

Off-street parking for non-residential uses shall be located on the same lot or site as the use.

## OFF-STREET PARKING

**TABLE 9-1: Minimum Off-Street Parking Requirements**

| Use Type                                                                                | Parking Standard                                                                                                             |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>Residential</b>                                                                      |                                                                                                                              |
| Single Family                                                                           | 2 spaces per unit                                                                                                            |
| Duplex                                                                                  | 2 spaces per unit                                                                                                            |
| Two-Family                                                                              | 2 spaces per unit                                                                                                            |
| Multi-Family                                                                            | 1.5 spaces per efficiency, studio, or 1 bedroom unit<br>2 spaces per unit for units with 2 or more bedrooms                  |
| Senior                                                                                  | 1 space per unit                                                                                                             |
| Assisted Living                                                                         | 1/3 (one-third) space per unit                                                                                               |
| Mobile Home                                                                             | 2 spaces per unit                                                                                                            |
| <b>Civic Uses</b>                                                                       |                                                                                                                              |
| Assembly – Churches,<br>Public meeting halls,<br>Auditoriums, Gymnasiums                | 1 space per 4 person capacity                                                                                                |
| Cemetery                                                                                | N/A                                                                                                                          |
| Colleges and Universities                                                               | 1 space per 2 full time students                                                                                             |
| Day Care                                                                                | 1 space per 5 students + 1 space per employee for largest shift                                                              |
| Health Care –<br>Clinic/Medical<br>Office/Dental/Other health<br>care                   | 1 space per 300 SF + 1 space per employee for largest shift                                                                  |
| Health Care – Overnight<br>Hospital                                                     | 1 space per 2 beds                                                                                                           |
| Parks                                                                                   | N/A                                                                                                                          |
| Post Office                                                                             | 1 space per 500 sq ft                                                                                                        |
| Primary School                                                                          | 1 space for each classroom or office room + as required for Auditorium/Gymnasium space                                       |
| Public Safety                                                                           | 1 space per employee of maximum shift + 1 space per 1,000 SF                                                                 |
| Public Works / Utilities                                                                | 1 space per employee of maximum shift                                                                                        |
| Secondary School                                                                        | 1 space per employee for largest shift + 1/3 (one third) space for every 11 <sup>th</sup> and 12 <sup>th</sup> grade student |
| <b>Commercial</b>                                                                       |                                                                                                                              |
| Auto Rental                                                                             | 1 space per rental car + 1 space per employee of maximum shift + 1 space per 200 SF of Indoor Customer Service Area          |
| Auto Repair*                                                                            | 5 spaces per repair/service stall                                                                                            |
| Auto Sales                                                                              | 1 space per car for sale + 1 space per employee of maximum shift + 1 space per 500 SF of Indoor Customer Service Area        |
| Bar, Cocktail Lounge,<br>Tavern, Night Club, Other<br>On-Site Drinking<br>Establishment | 1 space per 2 person capacity                                                                                                |

## OFF-STREET PARKING

| Use Type                                                                   | Parking Standard                                                                               |
|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Bank                                                                       | 1 space per 200 SF                                                                             |
| Campground                                                                 | 1 space per camping unit                                                                       |
| Cinema/Live Theater                                                        | 1 space per 3 person capacity                                                                  |
| Hotel, Motel, other temporary lodging                                      | 1 space per rental room/suite + 1 space per employee for largest shift                         |
| Retail                                                                     | 1 space per 250 SF                                                                             |
| Restaurants – Dine-in                                                      | 1 space per 3 person capacity in dining area                                                   |
| Restaurants – Drive through/pick up                                        | 1 space per 50 SF of Indoor Customer Service Area                                              |
| Services – Barber, Salon, Spa, Animal Grooming, Financial, Insurance, etc. | 1 space per 500 SF                                                                             |
| Stables, Kennels                                                           | 1 space per employee for largest shift + 1 stall per 5,000 SF of site area                     |
| Veterinary Services                                                        | 1 space per 500 SF                                                                             |
| <b>Office</b>                                                              |                                                                                                |
| Administrative, Business, Call Center, or Professional                     | 1 space per 300 SF                                                                             |
| <b>Industrial</b>                                                          |                                                                                                |
| Agricultural Industry*                                                     | 1 space per employee of largest shift + 1 space per vehicle stored on site                     |
| Manufacturing                                                              | 1 space per 1,000 SF                                                                           |
| Mining/Resource Extraction                                                 | 1 space per employee of largest shift + 1 space per vehicle stored on site                     |
| Outdoor Storage, Salvage Yards, Construction Yards*                        | 1 space per employee of largest shift + 1 space per vehicle stored on site                     |
| Railroad Facilities                                                        | 1 space per employee of largest shift + 1 space per vehicle stored on site                     |
| Warehousing, Indoor Storage, Data Storage*                                 | 1 space per 1,000 SF up to 10,000 SF<br>1 space per 2,000 SF for additional SF above 10,000 SF |

\*See regulations for outdoor storage and vehicle storage within Article 6: Supplemental Use Regulations.

### 905 Parking for People with Disabilities

Each off-street parking facility shall provide the number of parking spaces set forth in Table 9-2 designed and designated for use by people with disabilities. Parking spaces shall be van-accessible. Design criteria and dimensions are set forth in the Off-Street Parking Design Standards and the requirements of the Americans with Disabilities Act. Parking facilities for single-family, duplex, two-family, and mobile home residential uses are exempt from this requirement.

## OFF-STREET PARKING

| Required Minimum Number of Total<br><u>Parking Spaces in Lot</u> | <u>Handicapped Parking Spaces</u> |
|------------------------------------------------------------------|-----------------------------------|
| 10 to 25                                                         | 1                                 |
| 26 to 50                                                         | 2                                 |
| 51 to 75                                                         | 3                                 |
| 76 to 100                                                        | 4                                 |
| 101 to 150                                                       | 5                                 |
| 151 to 200                                                       | 6                                 |
| 201 to 300                                                       | 7                                 |
| 301 to 400                                                       | 8                                 |
| 401 to 500                                                       | 9                                 |
| 501 to 1,000                                                     | *                                 |
| 1,001 and over                                                   | **                                |

\* 2 percent of total

\*\* 20 spaces plus 1 for each 100 over 1,000

NOTE: Projects, which are required to comply with the Uniform Federal Accessibility Standards, shall provide a minimum of one handicapped parking space.

**Van Accessible Stalls:** One in every eight accessible spaces, but not less than one, shall be served by an access aisle with a minimum width of 96 inches and shall be designated as "Van Accessible."

### 906 Off-Street Parking Design Standards

#### a. Dimensions

1. Standard Parking spaces shall be designed in conformance with the following: parking stalls shall have a minimum paved dimension of nine feet by 18 feet. Stall and aisle dimensions shall be as noted below for the given angle:

| Angle     | Curb Length | Stall Length | Aisle Width |
|-----------|-------------|--------------|-------------|
| 45 degree | 12.0'       | 18.0'        | 15'         |
| 60 degree | 10.0'       | 18.0'        | 18.5'*      |
| 90 degree | 9'          | 18.0'        | 26'         |
| Parallel  | 20.0'       | 8.0'         | 22'         |

\*one way aisles.

## OFF-STREET PARKING

2. Parking facilities may provide up to 40% of their total 90 degree angle stalls as designated compact stalls. Compact parking stalls at 90 degree angles shall be a minimum of 8.5 feet wide and 16 feet long.
3. Spaces designated for the handicapped shall have a minimum width in accordance with the State of Iowa Accessibility Code. Each accessible space shall provide a barrier free route to an accessible building entrance, which shall not require users to walk or wheel behind parked cars. Such spaces shall be designated with an upright sign exhibiting the universal symbol for accessibility by the handicapped. All such spaces shall be designed in compliance with the State of Iowa Accessibility Code.

b. Pavement and Drainage

1. Required off-street parking facilities shall be hard surfaced with either asphalt or concrete. Alternative pavement materials consistent with the city's stormwater management policies that promote improved water quality may be substituted with approval from the City's Infrastructure and Public Facilities Director.
2. Off-street parking facilities shall be designed and built to prevent the free flow of water onto adjacent properties or public rights-of-way.
3. A plan review of proposed parking facilities must be performed by City Staff, prior to development of the parking lot. The design of the parking lot shall, to the maximum extent possible, retain or absorb the first ½" of rainfall on the hard surfaced area of the parking area.

c. Landscape and Screening Requirements

Unless otherwise noted, each unenclosed parking facility of over 3,000 square feet shall comply with the following regulations:

1. Each unenclosed parking facility shall provide a minimum landscaped buffer of ten feet along any street property line.
2. Each parking facility that abuts a residential district shall provide a ten foot landscaped buffer along its common property line with the residential district.
3. Any parking facility which abuts property in a residential district shall provide a fence, wall, landscape screen, or earth berm not less than four feet in height for the length of the common boundary. A grade change, terrace, or other site feature which blocks the sight line of headlights into a residential property may satisfy this requirement, subject to the determination of the Zoning Administrator.
4. Each unenclosed parking facility of over 4,500 square feet within a street yard shall provide interior landscaped area equal to no less than 5 percent of the total paved area of the parking facility. Parking facilities within the GI District shall be exempt from this requirement.

## OFF-STREET PARKING

5. Interior landscaping shall be credited toward the satisfaction of overall landscaping requirements set forth in Article Eight.

d. Entrances and Exits

1. Adequate access to each parking facility shall be provided by means of clearly defined and limited driveways or access points as required by the City Infrastructure and Public Facilities Director. Such driveways shall be designed to direct non-residential traffic away from residential areas.
2. Parking facilities other than driveways for single-family or duplex uses must permit vehicles to enter streets in a forward position.

e. Safety Features

1. Parking facilities shall be designed to provide visibility of and between pedestrians and vehicles when circulating within or entering or leaving it; and shall not create blind, hidden, or hazardous areas.
2. Circulation patterns shall be designed in accord with accepted standards of traffic engineering and safety.

f. Lighting

Any lighting used to illuminate any off-street parking area shall be arranged to direct light away from adjoining properties in any residential district and shall be downward cast or full cutoff fixture types.

g. Maintenance

All parking facilities shall be maintained to assure the continued usefulness and compatibility of the facility, and providing proper care of landscaped areas.

h. Adjustment

For uses subject to Conditional Use Permit approval, the Board of Adjustment may adjust the minimum requirements of this section, in order to provide design, usability, attractiveness, or protection to adjoining uses in a manner equal to or greater than the minimum requirements of this Article.

## 907 Off-Street Loading

a. Loading Requirement

Any use, which involves the receipt or distribution of freight, merchandise, supplies, vehicles, or equipment as part of its typical operation shall provide and maintain adequate space for off-street loading and circulation. Loading areas shall be designed to avoid undue interference with the public use of streets and sidewalks.

## OFF-STREET PARKING

### b. Schedule of Loading Spaces

Loading spaces for each use requiring them shall be provided in accord with the minimum requirements set forth in Table 9-3.

**TABLE 9-3: Off-Street Loading Requirements**

| Gross Floor Area of Use (square feet) | Number of Required Loading Spaces |
|---------------------------------------|-----------------------------------|
| 5,000 or less                         | None                              |
| 5,001 - 25,000                        | 1                                 |
| 25,001 - 75,000                       | 2                                 |
| Larger than 75,000                    | 3                                 |

### c. Design Standards

1. Each loading space shall be at least 10 feet wide by 50 feet long, with a vertical clearance of at least 14 feet.
2. Paving of loading spaces and access areas shall be permanent, durable, and free of dust.
3. Off-street loading areas are subject to the landscaping and buffering requirements for parking facilities set forth in this Article.

## 908 Parking for Personal and Recreational Vehicles

### a. Applicability

This section permits the parking of personal vehicles having a properly issued current motor vehicle registration and current motor vehicle license plate and recreational vehicles on a single lot in a residential district subject to specific conditions. Personal vehicles include: passenger cars; vans; pick-up trucks; camper shells, toppers, and other similar appurtenances intended for attachment to a personal vehicle; trailers and boats. Trucks, tractor cab units, trailers and vehicles over ten tons gross empty weight shall be defined as heavy commercial vehicles.

### b. Location of Parking

1. Parking is permitted within any enclosed structure when such structure conforms to the regulations of its zoning district.
2. Parking of personal vehicles is permitted on a paved driveway (outside of an enclosed structure) within the front yard setback, but shall in no case encroach upon the public right-of-way.
3. Parking of personal vehicles may occur in the rear yard setback.

## OFF-STREET PARKING

4. Heavy commercial vehicles, including tractor cab units weighing more than 10 tons gross empty weight, shall not be parked on any lot within the R-1, R-2, R-3, and R-4 residential zoning districts, except as provided below.

c. Special Provisions for Recreational Vehicles and Boats

Where permitted, parking and storage of recreational vehicles and boats is subject to the following additional conditions:

1. Recreational vehicles and boats must be maintained in a clean, well-kept state.
2. Recreational vehicles and boats may not be permanently connected to utility lines.
3. Recreational vehicles and boats may not be used for the storage of goods, materials, or equipment other than those items that pertain to the use of the vehicle.

## **909 Supplementary Regulations: Storage and Parking of Vehicles, Boats, Campers and Trailers**

a. Storage of Unlicensed Motor Vehicles

The storage or keeping of motor vehicles not having a properly issued current motor vehicle registration and current motor vehicle license plate properly displayed is prohibited on any lot, parcel or tract of land or part thereof, situated within the zoning jurisdiction of the City of Storm Lake; provided that conformance with the following shall not constitute a violation of this section:

1. The storage of any unlicensed and/or unregistered motor vehicle in a fully enclosed garage.
2. The storage of operable off-highway farm or industrial vehicles on tracts zoned RES Reserve or LI or GI industrial uses, and used in agricultural or industrial activity conducted on the premises.

## SIGN REGULATIONS

# 10

## ARTICLE TEN – SIGN REGULATIONS

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### 1001 Purpose

The Sign Regulations provide standards for communicating information in the environment of the City of Storm Lake and its jurisdiction. The regulations recognize the need to protect public health, safety, and welfare; to maintain the city's attractive appearance; to provide for adequate business identification, advertising, and communication of information; and to encourage the fair enforcement of sign regulations.

### 1002 Definition of Terms

The following definitions shall be used for terms contained in this chapter that are not otherwise defined in the Storm Lake Municipal Code or in this Zoning Ordinance.

1. **Abandoned Sign:** A sign, including sign face and supporting structure, which refers to a discontinued business, profession, commodity, service, or other activity or use formerly occupying the site; or which contains no sign copy on all sign faces for a continuous period of six months.
2. **Attached Sign:** A sign, which is structurally connected to a building or depends upon that building for support.
3. **Auxiliary Design Elements:** Terms that describe secondary characteristics of a sign, including its method of illumination and other features within the bounds of its basic shape.
4. **Awning and Awning Sign:** A temporary or movable shelter supported entirely from the exterior wall of a building and composed of non-rigid materials, except for a supporting framework. An awning sign is a message printed on such a shelter.
5. **Back-lit Sign:** A sign with an indirect source of light or light source located in the interior of the sign, which illuminates a sign by shining through a translucent surface.
6. **Banner:** Material with a printed message or graphic secured or mounted from a structure in such a way as to allow wind movement.
7. **Building Marker:** An historic or commemorative plaque, or a building name or cornerstone carved into a masonry surface.
8. **Business Center Identification Sign:** A sign that identifies a building or group of commercial buildings in single ownership or control, sharing parking and access.

## SIGN REGULATIONS

9. Canopy: A projecting non-movable structure cantilevered or suspended from a building, supported by the main structural members to which it is attached, and used only as a roof or fixed shelter.
10. Canopy Sign: A sign, which is attached or made an integral part of a canopy.
11. Clearance: The distance from the bottom of a sign face elevated above grade and the grade below.
12. Detached Sign: A sign, which is self-supporting and structurally independent from any building.
13. Directional Sign: A sign that serves only to designate the location or direction of any area or place.
14. Double-Faced Sign: A sign consisting of no more than two parallel faces supported by a single structure.
15. Frontage: The length of a property line of any one premises abutting and parallel to a public street, private way, or court.
16. Ground Sign: A detached on-premise sign built on a freestanding frame, mast, or pole(s) with a clearance no greater than 3 feet.
17. Illumination: Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.
18. Marquee: A permanent roofed structure attached to and supported by a building and extending over public right-of-way.
19. Maximum Permitted Sign Area: The maximum permitted combined area of all signs allowed on a specific property.
20. Monument Sign: An on-premise freestanding sign with the appearance of a solid base. The width of such base shall be at least 75 percent of the width of the sign.
21. Moving Sign: A sign, which conveys its message through rotating, changing, or animated elements.
22. Nonconforming Sign: A sign that was legally erected prior to the adoption of this chapter but which violates the regulations of this chapter.
23. Pole Sign: An on-premise sign built on a freestanding frame, mast, or pole(s) with a clearance greater than 3 feet, and where the support encompasses less than 75% of the width of the sign.
24. Portable Sign: Any sign supported by frames or posts rigidly attached to bases not permanently attached to the ground or a building and capable of being moved from place to place.

## SIGN REGULATIONS

25. Premise Identification Sign: Any sign which pertains to the use of a premises and which contains information about the owner or operator of that use; the type of business being conducted or the principal brand name of a commodity sold on the premises; and other information relative to the conduct of the use.
26. Premises: A tract of one or more lots or sites that are contiguous and under common ownership or control.
27. Projecting Signs: A sign other than a wall sign that is attached to and projects from a building face.
28. Residential Sign: A small detached or attached sign located on a residential premise, conveying a message communicated by the owner of the property.
29. Roof Sign: Any sign or part of sign erected upon, against, or directly above a roof or on top of or above the parapet or cornice of a building.
  - (a) Integral Roof Sign: A roof sign positioned between an eave line and the peak or highest point on a roof, substantially parallel to the face of a building.
  - (b) Above-Peak Roof Sign: A roof sign positioned above the peak of a roof or above a parapet or cornice.
30. Sign: A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land which is intended to convey information about a product, business, activity, place, person, institution, candidate, or political idea.
31. Sign Type: A functional description of the use of an individual sign. Includes owner identification, advertising, directional, electronic message, and temporary.
32. Street Facade: Any separate external face of a building, including parapet walls and omitted wall lines, oriented to and facing a public street, private way, or court. Separate faces oriented in the same direction or within 45 degrees of one another are considered part of the same street facade.
33. Temporary Signs: A sign, flag, banner, pennant, sandwich board, or valance constructed of lightweight materials which is not permanently attached to building or land, and which is intended for display for a limited period of time.
34. Wall Sign: A sign attached to and parallel with the side of a building.
35. Window Sign: A sign painted on or installed inside a window for the purpose of viewing from outside the premises.
36. Zone Lot: A parcel of land in single ownership that is large enough to meet the minimum zoning requirements of its zoning district and can provide such yards and other open spaces that are required by the site development regulations.

## SIGN REGULATIONS

### 1003 General Sign and Street Graphics Regulations

a. Compliance

Each sign or part of a sign erected within the zoning jurisdiction of the City of Storm Lake must comply with the provisions of this chapter and of other relevant provisions of the City of Storm Lake's Municipal Code.

b. Resolution of Conflicting Regulations

This chapter is not meant to repeal or interfere with enforcement of other sections of the City of Storm Lake's Municipal Code. In cases of conflicts between Code sections, State or Federal Regulations, the more restrictive regulations shall apply.

c. Prohibited Signs

The following signs are prohibited in all zoning districts.

1. Signs painted on or attached to rocks, trees, or other natural objects.
2. Signs or sign structures which resemble or conflict with traffic control signs or devices, which mislead or confuse persons traveling on public streets, or which create a traffic hazard.
3. Signs on public property or public right-of-way, unless specifically authorized by the Zoning Administrator.
4. Portable signs except as otherwise permitted by this Article and subject to a temporary permit.
5. Signs which create a safety hazard by obstructing the clear view of pedestrians or vehicles, or which obscure official signs or signals.
6. Abandoned signs. Any abandoned sign must be removed within 180 (one hundred eighty) days of date of abandonment.
7. Signs that are not clean or in substantial good repair, or are not affixed to a sound structure.
8. Signs advertising activities that are illegal under Federal, state, or local laws and regulations.

d. Exempt Signs

The following signs are permitted in any zoning district and are exempt from other provisions of this chapter.

1. Bulletin boards including electronic message centers for religious assembly or school uses, provided that they have a maximum sign area of 20 square feet and are not located in a required sign setback.

## SIGN REGULATIONS

2. One non-illuminated real estate sign per premises with a maximum size of six square feet per premises. Such signs shall have a maximum height of six feet and shall not be located on public right of way. Such signs shall be removed within 7 days of the disposition or buyer taking possession of the premises.
  3. Official signs authorized by a government or governmental subdivision that gives traffic, directional, or warning information.
  4. Seasonal decorations for display on private or public property.
  5. Non-illuminated construction signs with a total size of 100 square feet per premises. Such signs shall be removed within 7 days of the completion of construction.
  6. One temporary sign per zoned lot for grand openings or special events, provided that such sign remains in place for a maximum of seven days.
  7. Works of graphic art painted or applied to building walls, which contain no advertising or business identification messages and authorized by the Zoning Administrator.
  8. Non-illuminated political campaign signs on private property.
  9. Residential signs under 2 square feet in size.
  10. Neighborhood or subdivision identification signs under 50 square feet.
  11. Street numbers, house numbers or address numbers.
  12. Signs which are not visible from a public right-of-way, private way, or court or from a property other than that on which the sign is installed.
  13. Window signs in commercial and industrial zones.
- e. Temporary and Civic Signs
1. Temporary signs are permitted in Commercial and Industrial zoning districts, subject to the following requirements:
    - (a) The total size of such signs does not exceed 40 square feet.
    - (b) No more than two such signs are permitted at any single premises. Subject to maximum square footage.
    - (c) Temporary signs may be present at any single premises for a maximum of 14 consecutive days.
  2. Temporary signs for non-profit civic campaigns or events, or other non-commercial events are permitted in any zoning district and are exempt from other provisions of this Article, subject to the following requirements:

## SIGN REGULATIONS

- (a) The maximum size of such signs is 10 square feet when located in any residential, and LC Limited Commercial zoning district; and 40 square feet in any other zoning district.

### f. Portable Signs

1. In no case shall a sign that was designed for or used as a portable type sign be converted for use as a permanent wall, pole or monument sign.
2. No portable sign is allowed to be flashing.
3. Maximum square footage of a portable sign is 32 square feet.
4. No portable sign is allowed on City Right of Way.
5. Portable signs shall be allowed by permit with only 5 permits allowed per year, per business at 2 weeks per occurrence.

### g. Buffer Yards

No sign other than on-premise directional signs shall be placed within any buffer yard required by Article Eight, Landscaping and Screening Regulations, except buffer yards adjacent to intervening streets.

### h. Vision-Clearance Area

No sign may project into or be placed within a vision-clearance area defined by a triangle with legs of 20 feet from the point at which property lines meet the curbs or edges of two intersecting streets, private ways, or courts or an intersecting street, private way, or court and driveway (approach), meet.

## SIGN REGULATIONS

### 1004 General Regulations: Basic Design Elements For On-premise Signs

#### a. Wall Signs and Graphics

Wall signs and graphics are subject to the following general regulations:

1. A wall sign shall not extend more than 30 inches from the wall to which it is attached.
2. A wall sign must be parallel to the wall to which it is attached.
3. A wall sign may not extend beyond the corner of the wall to which it is attached, except where attached to another wall sign, it may extend to provide for the attachment.
4. A wall sign may not extend beyond its building's roofline, or adjacent roofline whichever is higher.
5. A wall sign attached to a building on its front property line may encroach upon public right-of-way by no more than 18 inches. Such a wall sign shall provide minimum clearance of eight feet, six inches.
6. For the purpose of calculating permitted sign areas pursuant to this chapter; signs painted on the walls of buildings shall be considered wall signs.
7. Where permitted, canopy signs are counted as wall signs when calculating total permitted sign area.

#### b. Projecting Signs and Graphics

Projecting signs and graphics are subject to the following general regulations:

1. The maximum projection of any projecting sign shall be as follows:
  - (a) 3 feet over public sidewalks less than 12 feet wide;
  - (b) 5 feet over public sidewalks 12 feet wide or more, or over private property.
2. A projecting sign may be no closer than two feet from the vertical plane of the inside curb line.
3. Each projecting sign must maintain at least the following vertical clearances:
  - (a) 15 feet over parking lots;
  - (b) 18 feet over driveways.
4. No projecting sign extending three feet or more from a property line may be located within 10 feet of any other projecting sign extending three feet or more from a property line, or 5 feet from adjoining business frontage.

## SIGN REGULATIONS

5. Projecting signs must minimize visible support structure and may not expose guy wires, cables, turnbuckles, angle iron, or other similar external support structure.
6. Projecting signs are not allowed in alleys.

### c. Pole Signs

Pole signs, where permitted, are subject to the following general regulations:

1. Each pole sign must maintain at least the following vertical clearances:
  - (a) 7 feet, 6 inches over private sidewalks;
  - (b) 10 feet if located within vision clearance area (Section 1003(h))
  - (c) 15 feet over parking lots;
  - (d) 18 feet over driveways
2. Permitted pole signs may revolve at a rate not to exceed six revolutions per minute.

### d. Roof Signs

Roof signs are subject to the following regulations:

1. Where permitted, integral roof signs may be used interchangeably with wall signs.
2. Integral roof signs may not exceed the permitted height for pole signs.
3. An integral roof sign must be mounted parallel to the wall of the building that it faces.

## 1005 General Regulations: Other Design Elements

### a. Illumination

1. Lighting, when installed, must be positioned in such a manner that light is not directed onto an adjoining property or onto a public street or highway.

### b. Marquees and Marquee Signs

1. Signs placed on, attached to, or constructed on a marquee are subject to the maximum projection and clearance regulations of projecting signs.

### c. Banners

1. A banner sign projecting from a building may not exceed the wall height of the building.

## SIGN REGULATIONS

2. Maximum size of a banner is 120 square feet.
- d. Clocks
  1. For the purposes of this chapter, clocks are not considered a moving sign.

### 1006 Method of Measurement for Regulators

a. Maximum Permitted Sign Area

Maximum permitted sign area for a premise is set forth as a numerical limit or as a function of the frontage of the premises on a street. For properties with frontage on more than one street, the total frontage shall be calculated as the total of all frontages.

b. Sign Area

1. Sign area includes the entire area within the perimeter enclosing the extreme limits of the sign, including individual letters painted or applied, excluding any structure essential for support or service of the sign, or architectural elements of the building.
2. The area of double-faced signs is calculated on the largest face only.
3. The sign area for ground signs, monument signs, and architectural sign bands is calculated as the area enclosing the extreme limits of the letters, symbols, and images.

c. Height

The height of a sign is measured from the average grade level below the sign to the topmost point of the sign or sign structure.

d. Setback

The setback of a sign is measured from the property line to the supporting frame of the sign face, mast, pole or base of the sign; whichever is closest to the property line.

## SIGN REGULATIONS

### 1007 Permitted Sign Types and Specific Regulations by Zoning Districts

The following tables set forth permitted sign types and regulations and design standards for signs and graphics for each zoning district.

**Table 10-1: Permitted Sign Types by Zoning District**

| SIGN TYPES                | RES | R-1 | R-2 | R-3 | R-4 | IN-1,2,3 | PO | LC | CC | CBD | LI | GI |
|---------------------------|-----|-----|-----|-----|-----|----------|----|----|----|-----|----|----|
| <b>DETACHED SIGNS</b>     |     |     |     |     |     |          |    |    |    |     |    |    |
| Residential               | P   | P   | P   | P   | P   | P        |    | P  | P  |     |    |    |
| Business Identification   | P   | P   | P   | P   | P   | P        |    | P  | P  | P   | P  | P  |
| Ground                    | P   | P   | P   | P   | P   | P        | P  | P  | P  | P   | P  | P  |
| Pole                      |     |     |     |     |     |          |    | P  | P  | P   | P  | P  |
| Monument                  | P   | P   | P   | P   | P   | P        | P  | P  | P  | P   | P  | P  |
| <b>ATTACHED SIGNS</b>     |     |     |     |     |     |          |    |    |    |     |    |    |
| Awning                    |     |     |     | P   | P   |          |    | P  | P  | P   | P  | P  |
| Banner                    |     |     |     |     |     |          |    | P  | P  | P   | P  | P  |
| Building Marker           | P   | P   | P   | P   | P   | P        | P  | P  | P  | P   | P  | P  |
| Canopy                    |     |     |     |     |     |          |    | P  | P  | P   | P  | P  |
| Business Identification   | P   | P   | P   | P   | P   | P        |    | P  | P  | P   | P  | P  |
| Marquee                   |     |     |     |     |     | P        |    | P  | P  | P   | P  | P  |
| Projecting                | P   | P   | P   | P   | P   | P        |    | P  | P  | P   |    |    |
| Roof, Integral            |     |     |     |     |     |          |    | P  | P  | P   | P  | P  |
| Roof, Above Peak          |     |     |     |     |     |          |    |    |    |     | P  | P  |
| Wall                      | P   | P   | P   | P   | P   | P        | P  | P  | P  | P   | P  | P  |
| Window                    |     |     |     |     |     | P        | P  | P  | P  | P   | P  | P  |
| <b>MISCELLANEOUS</b>      |     |     |     |     |     |          |    |    |    |     |    |    |
| Flag, Non Commercial      | P   | P   | P   | P   | P   | P        | P  | P  | P  | P   | P  | P  |
| Portable, Civic Uses Only | P   | P   | P   | P   | P   | P        | P  | P  | P  | P   | P  | P  |

## SIGN REGULATIONS

| DESIGN ELEMENTS – ILLUMINATION |     |     |     |     |     |          |    |    |    |     |    |    |
|--------------------------------|-----|-----|-----|-----|-----|----------|----|----|----|-----|----|----|
| SIGN TYPES                     | RES | R-1 | R-2 | R-3 | R-4 | IN-1,2,3 | PO | LC | CC | CBD | LI | GI |
| Back-Lit                       |     |     |     |     |     |          |    | P  | P  |     |    |    |
| Indirect, Civic Use Only       | P   | P   | P   | P   | P   | P        |    | P  | P  | P   | P  | P  |
| Internal, Civic Use Only       | P   | P   | P   | P   | P   | P        |    | P  | P  | P   | P  | P  |
| Neon                           |     |     |     |     |     |          |    |    | P  | P   | P  | P  |
| Electronic Information         |     |     |     |     |     | P        |    | P  | P  | P   | P  | P  |
| Moving                         |     |     |     |     |     |          |    |    |    |     |    | P  |
| Rotating                       |     |     |     |     |     |          |    |    |    |     |    | P  |

**Table 10-2: Numbers, Dimensions and Locations of Signs by Zoning District**

| SIGN TYPES                                    | RES | R-1 | R-2 | R-3 | R-4 | IN-1,2,3 | PO  | LC | CC* | CBD*** | LI* | GI* |
|-----------------------------------------------|-----|-----|-----|-----|-----|----------|-----|----|-----|--------|-----|-----|
| <b>DETACHED SIGNS</b>                         |     |     |     |     |     |          |     |    |     |        |     |     |
| Number Permitted Per Premise                  | 1   | 1   | 1   | 1   | 1   | 1        | 1   | 1  | NA  | 1      | NA  | NA  |
| Per Feet of Frontage                          | NA  | NA  | NA  | NA  | NA  | C        | NA  | C  | F   | H      | G   | G   |
| Maximum Size (SqFt)                           | 100 | A   | A   | B   | B   | 200      | 100 | D  | 200 | 200    | 200 | 200 |
| Maximum Height (Ft) of structure above ground | 25  | 10  | 10  | 10  | 10  | 15       | 10  | 15 | 35  | 20     | 35  | 35  |
| Front Yard Setback (Ft)                       | 25  | 5   | 5   | 10  | 10  | 5        | 5   | 10 | 0   | 0      | 0   | 0   |
| Side Yard Setback (Ft)                        | 10  | 10  | 10  | 10  | 10  | 5        | 5   | 10 | 5   | 0      | 0   | 0   |
| <b>ATTACHED SIGNS</b>                         |     |     |     |     |     |          |     |    |     |        |     |     |
| Maximum Size (SqFt)                           | 100 | *   | *   | **  | **  | E        | NA  | E  | 300 | 200    | 200 | 200 |
| Max % of Street Façade                        | NA  | NA  | NA  | NA  | NA  | 20       | NA  | 20 | 20  | 20     | 25  | 25  |

- A:** Total of all signs attached or detached cannot exceed 32 square feet for civic uses. Total of all signs attached or detached cannot exceed 2 square feet for residential uses including home occupations
- B:** Total of all signs attached or detached cannot exceed 48 square feet for project identification signs for multi-family or mobile home development and for non-residential uses when permitted  
Total of all signs attached or detached cannot exceed 2 square feet for residential uses including home occupations
- C:** Square feet of signage per linear foot of frontage: 1 square foot with a maximum of 75 square feet.
- D:** Total of all signs attached and detached cannot exceed 100 square feet for non-residential premises only, 75 square feet for premises with primary residential use, for project identification signs for multi-family

## SIGN REGULATIONS

*developments, 2 square feet for residential uses, including home occupations.*

**E:** *Total of all signs attached and detached cannot exceed 100 square feet for non-residential premises only, 75 square feet for premises with primary residential use, for project identification signs for multi-family developments, 2 square feet for residential uses, including home occupations.*

**F:** *1 sign allowed per 300 feet of frontage, if frontage of premises is 50 feet or less only one sign is allowed with a maximum of 100 square feet.*

**G:** *1 sign per 200 feet of frontage*

**H:** *For premises with frontage of 25 feet or less, one detached sign up to 90 square feet is allowed, for premises with frontage of more than 25 feet may use 3 square feet per lineal feet of frontage to a maximum of 200 square feet for a detached sign.*

**\*** *Maximum total square feet of all signs is 500 square feet. Allowed 2 square feet signage per linear foot of frontage.*

**\*\*** *Maximum total square feet of all signs is 600 square feet. Allowed 2 square feet signage per linear foot of frontage.*

**\*\*\*** *Maximum total square feet of all signs is 400 square feet.*

### 1008 General Permit Procedures

a. Applicability

Any installation, modification, or expansion of any sign, which is not exempt from the provisions of this Article, shall be subject to the following permit procedure prior to installation.

b. Maintenance of Valid Sign Permit

The owner/tenant of a property containing signs requiring a permit under this ordinance shall at all times maintain in force a sign permit for such property. Sign permits shall be issued for individual zoned lots or business frontages. A sign permit may be revoked if the sign is not maintained in good condition.

c. Sign Permit Applications

All applications for sign permits shall be submitted to the Zoning Administrator in accordance with application specifications established by the Zoning Administrator.

d. Action

Within ten working days of the submission of a complete application for a sign permit, the Zoning Administrator shall either:

1. Issue the sign permit, if the sign conforms to the provisions of this Article.
2. Reject the sign permit if the sign(s) that is the subject of the application fails in any way to conform to the requirements of this Article.

## SIGN REGULATIONS

e. Permit Expiration

If a sign is not constructed in accordance with an approved permit within six months of the date of approval, such permit shall lapse.

f. Assignment of Sign Permits

A current and valid sign permit shall be freely assignable to a successor as owner of the property or holder of a business license for the same premises.

### 1009 Nonconforming Signs

- a. All permanent signs in place and lawfully established on the effective date of this Ordinance shall be considered as legal nonconforming signs. The copy of such a sign may be changed from time to time, provided that the sign area shall not be enlarged beyond the sign area in existence on the effective date.
- b. Any nonconforming sign which presently is or becomes structurally damaged or deteriorated, more than 50% of its replacement cost, shall be either removed or altered so as to comply with this Article.
- c. As an exception to 1009(a) portable signs or parts of which are being used as permanent signs shall not be considered legal non-conforming signs and shall be removed six months from effective date of this ordinance.

## NONCONFORMING DEVELOPMENT

# 11

## ARTICLE ELEVEN - NONCONFORMING DEVELOPMENT

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### 1101 Purpose

Article Eleven shall be known as the Nonconforming Development Regulations. The purposes of these regulations are:

- a. To allow for reasonable use of legally created lots of record, which do not meet current minimum requirements for their respective zoning districts.
- b. To provide for reasonable use of legally constructed structures that do not meet current site development regulations for their respective zoning districts.
- c. To allow for the reasonable continuation of legally established uses, which do not meet current use regulations for their respective zoning districts.
- d. To limit the continuation and provide for the gradual replacement of nonconforming uses.

### 1102 Regulations Additive

Regulations for nonconforming uses are in addition to regulations for nonconforming structures. In the event of a conflict, the most restrictive regulation shall apply.

### 1103 Nonconforming Lots

#### a. Pre-Existing Lots of Record

Nonconforming lots of record existing at the time of the adoption of this chapter shall be exempt, unless otherwise provided, from the minimum lot area and lot width requirements of each zoning district. Such lots may be developed with any use allowed by the regulations for the district and must comply with all other site development regulations set forth by the Zoning Ordinance.

#### b. Reductions Due to Public Acquisition

If a portion of a legally existing lot in any district is acquired for public use, the remainder of this lot shall be considered a conforming lot.

## NONCONFORMING DEVELOPMENT

### 1104 Nonconforming Structures

These regulations apply to buildings and structures, which were constructed legally under regulations in effect before the effective date of this Ordinance.

a. Continuation

A lawful nonconforming structure existing on the effective date of this Title may be continued, repaired, maintained, or altered, subject to the provisions of this Section.

b. Additions or Enlargements to Nonconforming Structures

1. A lawful nonconforming structure may be added to or enlarged if the addition satisfies either of the following conditions:
  - (a) The enlargement or addition, when considered independently of the existing building, complies with all applicable setback, height, off-street parking, and landscaping requirements.
  - (b) The nonconforming building and impervious surface coverages on the site are not increased and the building, after the addition, conforms to height and off-street parking regulations applicable to its zoning district.
2. No permitted addition to a nonconforming structure may place a wall within ten feet of a window of a pre-existing residential structure in a residential zone, on an adjacent lot.

c. Moving of Nonconforming Structures

A lawful nonconforming building or structure shall not be moved in whole or in part to another location on its lot unless every part of the structure conforms to all site development regulations applicable to its zoning district when the move has been completed.

d. Repair of Nonconforming Structures

A lawful nonconforming building damaged by fire, explosion, storm or other calamity may be repaired and reconstructed provided there is no increase in the degree of nonconformity.

e. Conversion of a Conforming Building

A conforming building shall not be changed in any way that will result in a nonconforming development.

f. Applicability of Landscaping and Screening Regulations

A pre-existing structure, building, or development shall be exempt from Article Eight, Landscaping and Screening Regulations. However, any expansion of such structure, building, or development or any adjacent new development onto property that is or becomes vacant on or after the effective date of this Ordinance shall be subject to Article Eight.

## NONCONFORMING DEVELOPMENT

### 1105 Nonconforming Uses

a. Continuation of Nonconforming Uses

Any nonconforming use lawfully existing on the effective date of this Ordinance may continue, subject to the limitations of this Section.

b. Enlargement of Nonconforming Uses

A building or structure housing a lawful nonconforming use may not be added to or enlarged in the RES or any R District. Any building in districts other than a “RES” or “R” District devoted to a use made non-conforming by this ordinance may be structurally altered or enlarged in conformity with the lot area, lot width, yard and height requirements of the district in which situated. In the event of such structural alteration or enlargement of structures, the premises involved may not be used for any non-conforming use other than the use existing on the effective date of this ordinance, other provisions of this ordinance notwithstanding.

c. Abandonment of Nonconforming Use

If any structure or property used as a lawful nonconforming use becomes vacant or unused for a continuous period of twelve months, any subsequent use must conform to all use regulations applicable to the property's zoning district. This period may be extended for not more than six months at a time upon application of the owner of the premises to the City Council. Such application must be received prior to the expiration of the initial six-month grace period. The application shall be reviewed by the Planning and Zoning Commission prior to consideration by the City Council. The City Council may impose additional requirements as part of its consideration of an extension of non-conforming status.

d. Change of Use

1. A lawful nonconforming use may be changed only to a use type permitted in a zoning district that is equal to or less intensive than that normally required for the previous use.

e. Allowance for Repairs

Repairs and maintenance of a structure occupied by a nonconforming use may be made, provided that no structural alterations are made other than those required by law.

f. Damage or Destruction of Structures

1. Should a structure occupied by a lawful nonconforming use be damaged to the extent that the cost of restoration exceeds 50 percent of the replacement cost of the structure, the nonconforming use shall no longer be permitted.
2. For buildings for which reconstruction is permitted, such reconstruction shall begin within one year of the date of the damage.

## NONCONFORMING DEVELOPMENT

g. Nonconforming Uses and Conditional Use Permits

A lawful pre-existing use, which would require a Conditional Use Permit in its zoning district, shall be presumed to have the appropriate Permit and shall be considered a conforming use. The use shall be subject to the regulations governing lapses or revocation of Permits, set forth in Article Twelve.

# 12

## ARTICLE TWELVE – ADMINISTRATION AND PROCEDURES

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### 1201 Purpose

The Administration and Procedures Provisions establish the methods for implementation of the Zoning Ordinance. These provisions include procedures for reviewing specific uses within certain zoning districts; amending the Zoning Ordinance; and granting variances.

### 1202 Site Plan Review Procedure

a. Purpose

The Site Plan Review Procedure provides for the administrative review in addition to plan review required by other sections of the Storm Lake Municipal Code of projects that have potentially significant effects on traffic circulation or a significant effect on land uses in adjacent neighborhoods. The procedure provides for review and evaluation of site development features and possible mitigation of unfavorable effects on surrounding property.

b. Administration

The Zoning Administrator or his /her designee shall review, evaluate, and act on all site plans submitted pursuant to this procedure. An applicant may appeal a denial of any application to the Board of Adjustment.

c. Uses Requiring Site Plan Review

The following selected uses shall follow the Site Plan review procedure prior to the issuance of a building permit, unless they are otherwise subject to a Conditional Use Permit procedure for specific zoning districts.

1. Multiple family developments
2. Education Facilities
3. Automotive Washing
4. Automotive Sales
5. Any use including drive-in services.
6. Any commercial, industrial, or office building providing over 15,000 square feet in building area.
7. Any industrial use adjacent to a residential zoning district.

## ADMINISTRATION AND PROCEDURES

### d. Application Requirements

The owner(s) or the owners' authorized agent of a property may file an application for a Site Plan Review with the Zoning Administrator. The application shall include the following information:

1. Name and address of the applicant.
2. Owner, address, and legal description of the property.
3. A description of the nature and operating characteristics of the proposed use.
4. A site plan, drawn to a scale sufficient to permit adequate review and dimensioned as necessary, showing the following information:
  - a) The date, scale, north arrow, title, name of owner, and name of person preparing the site plan.
  - b) The location and dimensions of boundary lines, easements, and required yards and setbacks of existing and proposed buildings and site improvements.
  - c) The location, size, and use of proposed and existing structures on the site.
  - d) The location of all proposed site improvements, including parking and loading areas, pedestrian and vehicular access, sewers, sidewalks, utilities, service areas, fencing, screening, landscaping, and lighting.
  - e) Location of any major site features, including drainage and contours at no greater than five-foot intervals.
  - f) Any other information that may be required for review by the Zoning Administrator, or his/her designee.

### e. Administrative Action and Appeal

The Zoning Administrator or his /her designee must act upon each complete application within 15 working days of filing. An applicant may appeal a denial to the Board of Adjustment within ten days of the action. The Board of Adjustment shall consider the appeal at the first available meeting after the filing of the appeal.

### f. Review and Evaluation

1. The Zoning Administrator, or his/her designee (or the Board of Adjustment in cases of appeal), shall review and approve the site plan based on the criteria established in Table 12-1 and conformance with applicable regulations in this Zoning Ordinance.
2. The Zoning Administrator, or his/her designee (or the Board of Adjustment in cases of appeal), shall make the following findings before approval of the site plan:

## ADMINISTRATION AND PROCEDURES

- a) The proposed development, together with any necessary modifications, is compatible with the criteria established in Table 12-1.
- b) The site plan conforms to the Zoning Ordinance.

### g. Modification of Site Plan

The Zoning Administrator, or his/her designee (or the Board of Adjustment in cases of appeal), may require modification of a site plan as a prerequisite for approval. Required modifications may be more restrictive than base district regulations and may include, but not be limited to, additional landscaping or screening; installation of erosion control measures; improvement of access or circulation; rearrangement of structures on the site; or other modifications deemed necessary to protect the public health, safety, welfare, community character, property values, and/or aesthetics.

### h. Term and Modification of Approval

1. A Site Plan Approval shall become void one year after the date of approval, unless the applicant receives a Building Permit and diligently carries out development prior to the expiration of this period.
2. The Zoning Administrator, or his/her designee, may approve an application to modify a previously approved site plan if he/she determines that the modification does not affect findings related to the criteria set forth in Table 12-1.
3. The Zoning Administrator, or his/her designee may revoke a Site Plan Approval if he/she determines that the development is not complying with the terms and conditions of the approval. Such revocation may be appealed to the Board of Adjustment.

### i. Approval to Run With Land

An approval pursuant to this section shall run with the land until the expiration date of such approval.

## 1203 Conditional Use Permit Procedure

### a. Purpose

The Conditional Use Permit Procedure provides for Planning and Zoning Commission review and discretionary Board of Adjustment approval for uses within zoning districts, which have unusual site development, or operating characteristics that could adversely affect surrounding properties.

### b. Administration

The Planning and Zoning Commission shall review and evaluate each application and transmit its recommendation to the Board of Adjustment. The Board of Adjustment shall review, evaluate, and act upon all applications submitted pursuant to this procedure.

## ADMINISTRATION AND PROCEDURES

### c. Application Requirements

The owner(s) of a property or the owners' authorized agent may file an application for a Conditional Use Permit with the Zoning Administrator. The application shall include the following information:

1. Name and address of the applicant.
2. The address and legal description of the property.
3. A description of the nature and operating characteristics of the proposed use.
4. Any graphic information, including site plans, elevations, other drawings, or other materials determined by the Zoning Administrator to be necessary to describe the proposed use to approving agencies.

### d. Approval Process

1. The Planning and Zoning Commission, following proper notice, shall hold a public hearing on each Conditional Use Permit and, following such public hearing, shall recommend action to the Board of Adjustment.
2. The Board of Adjustment shall act on the Conditional Use Permit following the public hearing held by the Planning and Zoning Commission.

### e. Criteria for Review

1. The Planning and Zoning Commission and the Board of Adjustment shall review and approve the application based on the criteria established in Table 12-1 and conformance with applicable regulations in this Zoning Ordinance.

### f. Scope of Board of Adjustment's Approval

1. The Board of Adjustment may, at its discretion, limit a Conditional Use Permit to a specific owner or applicant. The Board of Adjustment may establish special site development or operational regulations as a condition for approval of a Conditional Use Permit. If the application is approved, the applicant must file with the Buena Vista County Recorder, an attachment to the deed of the property for which the conditional use permit was granted, specifying the conditions and circumstances of the conditional use permit.
2. The Board of Adjustment shall not grant a Conditional Use Permit for any home occupation/home-based business, which is otherwise prohibited under Section 611 of this Ordinance.

### g. Lapse and Revocation of Permit

1. A Conditional Use Permit shall become void one year after its effective date if the applicant has not carried out development or occupancy during that period.

## ADMINISTRATION AND PROCEDURES

2. The Board of Adjustment may revoke a Conditional Use Permit should the operation of the use subject to such permit violate the conditions under which the permit was granted.

h. Previously Approved Permits

Any conditional use approved under regulations in effect before the effective date of this Ordinance shall be considered to have a valid Conditional Use Permit, subject to requirements imposed at the time of its approval.

**TABLE 12-1: Criteria for Site Plan Review and Conditional Use Permits**

|                        | CRITERION                                                                                                                                                        | APPLICATIONS TO  |                        |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------|
|                        |                                                                                                                                                                  | Site Plan Review | Conditional Use Permit |
| Land Use Compatibility |                                                                                                                                                                  |                  |                        |
| Use Compatibility      | That the use is so designed located and proposed to be operated that the public health, safety, welfare and convenience will be protected.                       |                  | X                      |
| Property Valuation     | That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.                                     |                  | X                      |
| Fire Safety            | That the use will not substantially increase fire hazards.                                                                                                       |                  | X                      |
| Zoning Compatibility   | That the use will be compatible with adjoining development and the proposed character of the zone district where it is to be located.                            |                  | X                      |
| Development Density    | Site area per unit or floor area ratio should be similar to surrounding uses if not separated by major natural or artificial features.                           |                  | X                      |
| Height and Scale       |                                                                                                                                                                  |                  |                        |
| Height and Bulk        | Development should minimize differences in height and building size from surrounding structures. Differences should be justified by urban design considerations. | X                | X                      |
| Setbacks               | Development should respect pre-existing setbacks in surrounding area. Variations should be justified by site or operating characteristics.                       | X                | X                      |
| Building Coverage      | Building coverage should be similar to that of surrounding development if possible. Higher coverage should be mitigated by landscaping or site amenities.        | X                | X                      |

## ADMINISTRATION AND PROCEDURES

|                                  | CRITERION                                                                                                                                                                                                                                                                     | APPLICATIONS TO  |                        |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------|
|                                  |                                                                                                                                                                                                                                                                               | Site Plan Review | Conditional Use Permit |
| Site Development                 |                                                                                                                                                                                                                                                                               |                  |                        |
| Frontage                         | Project frontage along a street should be similar to lot width.                                                                                                                                                                                                               | X                | X                      |
| Parking and Internal Circulation | Parking should serve all structures with minimal conflicts between pedestrians and vehicles.                                                                                                                                                                                  | X                | X                      |
|                                  | All structures must be accessible to public safety vehicles.                                                                                                                                                                                                                  | X                | X                      |
|                                  | Development must have access to adjacent public streets and ways. Internal circulation should minimize conflicts and congestion at public access points.                                                                                                                      | X                | X                      |
| Landscaping                      | Landscaping should be integral to the development, providing street landscaping breaks in uninterrupted paved areas, and buffering where required by surrounding land uses. Parts of site with sensitive environmental features or natural drainage ways should be preserved. | X                | X                      |
| Building Design                  | Architectural design and building materials should be compatible with surrounding areas or highly visible locations                                                                                                                                                           |                  | X                      |
| Operating Characteristics        |                                                                                                                                                                                                                                                                               |                  |                        |
| Traffic Capacity                 | Project should not reduce the existing level of traffic service on adjacent streets. Compensating improvements will be required to mitigate impact on street system operations.                                                                                               | X                | X                      |
| External Traffic Effects         | Project design should direct non-residential traffic away from residential areas.                                                                                                                                                                                             | X                | X                      |
| Operating Hours                  | Projects with long operating hours must minimize effects on surrounding residential areas.                                                                                                                                                                                    | X                | X                      |
| Outside Storage                  | Outside storage areas must be screened from surrounding streets and less intensive land uses.                                                                                                                                                                                 | X                | X                      |
| Public Facilities                |                                                                                                                                                                                                                                                                               |                  |                        |
| Sanitary Waste Disposal          | Developments within 500 feet of a public sanitary sewer must connect to sewer system.                                                                                                                                                                                         | X                | X                      |
|                                  | Sanitary sewer must have adequate capacity to serve development                                                                                                                                                                                                               | X                | X                      |

## ADMINISTRATION AND PROCEDURES

|                        | CRITERION                                                                                                                                                                                           | APPLICATIONS TO  |                        |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------|
|                        |                                                                                                                                                                                                     | Site Plan Review | Conditional Use Permit |
| Storm Water Management | Development should handle storm water adequately to prevent overloading of public storm water management system.                                                                                    | <b>X</b>         | <b>X</b>               |
|                        | Development should not inhibit development of other properties.                                                                                                                                     | <b>X</b>         | <b>X</b>               |
|                        | Development should not increase probability of erosion, flooding, landslides, or other run-off related effects.                                                                                     | <b>X</b>         | <b>X</b>               |
| Utilities              | Project must be served by utilities.                                                                                                                                                                | <b>X</b>         | <b>X</b>               |
|                        | Rural estate subdivisions should be located in designated areas that can accommodate utility and infrastructure installation consistent with the need to protect the environment and public health. | <b>X</b>         | <b>X</b>               |
| Comprehensive Plan     | Projects should be consistent with the City of Storm Lake's Comprehensive Plan.                                                                                                                     |                  | <b>X</b>               |

### 1204 Amendment Procedure

a. Purpose

The Amendment Procedures describe the methods by which changes may be made in the text of the Zoning Ordinance (text amendment) and/ or the official boundaries of zoning districts (rezoning).

b. Initiation of Amendments

1. Text amendments may be initiated by the Planning and Zoning Commission or City Council; citizens may request a change through the Planning and Zoning Commission.
2. Rezoning may be initiated by a property owner or authorized agent; the Planning and Zoning Commission; or the City Council.

c. Rezoning Application Requirements

1. Changes and amendments. This ordinance and the districts created by said ordinance may be amended from time to time. However, no amendment shall become effective unless it shall have been proposed by, or shall have an application submitted to the Planning and Zoning Commission for review and recommendation. The Planning and Zoning Commission shall hold a public hearing, for which a notice shall be published as required by Iowa Code 362.3. The Planning and Zoning Commission shall have (45) forty-five days in which to submit its report to the City Council. If the Commission fails to submit a report within the (45) forty-five-day period, the Council

## ADMINISTRATION AND PROCEDURES

shall take action on the proposed amendment without a recommendation from the Planning and Zoning Commission.

- (a) Such application shall be filed with the Administrative Officer accompanied by a fee as determined by the City Council and approved on their most current fee resolution and shall contain the following information:
  - 1) The legal description and local address of the property.
  - 2) The present zoning classification and the zoning classification requested for the property.
  - 3) The existing use and proposed use of the property.
  - 4) The names and addresses of the owners of all property within two hundred feet (300') of the property for which the change is requested.
  - 5) A statement of the reasons why the applicant feels the present zoning classification is no longer valid.
  - 6) A plat showing the locations, dimensions and use of the applicant's property and all property within two hundred feet (300') thereof including streets, alleys, railroads, and other physical features.

All fees shall be deposited to the General Revenue fund of the City. Failure to approve the requested change shall not be deemed cause to refund the fee to the applicant.

- 2. In case the Planning and Zoning Commission does not approve the change or, in a case of a protest filed with the City Council against a change in district boundaries signed by the owners of (20%) twenty percent or more either of the area of the lots included in such proposed change, or of those immediately adjacent thereto and within (200') two hundred feet of the boundaries thereof, such amendment shall not be passed except by the favorable vote of (3/4) three-fourths of all the members of the City Council.
- 3. Application for Change in Zoning District Boundaries. Any person may submit to the Planning and Zoning Commission an application requesting a change in the zoning district boundaries as shown on the official zoning map.
  - (a) Such application shall be filed with the Administrative Officer accompanied by a fee as determined by the City Council and approved on their most current fee resolution and shall contain the following information:
    - 1) The legal description and local address of the property.
    - 2) The present zoning classification and the zoning classification requested for the property.
    - 3) The existing use and proposed use of the property.
    - 4) The names and addresses of the owners of all property within two hundred feet (300') of the property for which the change is requested.
    - 5) A statement of the reasons why the applicant feels the present zoning classification is no longer valid.
    - 6) A plat showing the locations, dimensions and use of the applicant's property and all property within two hundred feet (300') thereof including streets, alleys, railroads, and other physical features.

## ADMINISTRATION AND PROCEDURES

All fees shall be deposited to the General Revenue fund of the City. Failure to approve the requested change shall not be deemed cause to refund the fee to the applicant.

- (b) Upon receipt of the application by the Administrative Officer, a copy shall be forwarded immediately to the Commission for study and recommendation. The Commission shall, prior to making a recommendation determine the following:
  - 1) Whether or not the current district classification of the property to be rezoned is valid.
  - 2) Whether there is a need for additional land zoned for purpose requested.
  - 3) Whether the proposed change is consistent with the current land use plan, considering such factors as:
    - i. Whether the rezoning would result in a population density or development, which would in turn cause a demand for services and utilities in excess of the capacity, planned for the area.
    - ii. Whether the rezoning would result in the generating of traffic in excess of the capacity of existing or planned streets in the vicinity.
    - iii. Whether there is intent on the part of the applicant to develop the property to be rezoned diligently and within a reasonable time.
- (c) The Planning and Zoning Commission shall report its determinations and recommendations to the Council within forty-five (45) days from receipt of the application, except that when no report is issued within that time, the application will be forwarded to the City Council without a recommendation.

### d. Required Notice and Publication

Prior to consideration of amending, supplementing, changing, modifying, or repealing this ordinance by the governing body, notice of public hearings shall be provided by the three following methods, as determined by the City:

- 1. Notice of Meeting: A notice shall be posted as required by Iowa Code Section 21.4.
- 2. Publication: A notice of such hearing shall be published as required by Iowa Code Section 362.3 and Section 414.4. Such notice shall include the date, time, place, and subject matter of hearing.
- 3. Notification by Mail: City Staff shall mail notice of the time, place, and subject matter of the hearing to those persons who own property within 300 feet of the subject site at least seven days prior to the date of the hearing.

## ADMINISTRATION AND PROCEDURES

e. Approval by City Council

All requests for amendments must be approved by the City Council consistent with Iowa Code of Laws.

### 1205 Annexed Territory

All territory, which may hereafter be annexed to the City, shall be in the RES – Reserve District. However, the Planning and Zoning Commission may recommend the appropriate district classification prior to such territory becoming part of the City and upon holding a public hearing and with approval of the City Council the territory upon becoming part of the City may be immediately so classified.

### 1206 Building Permits and Certificates of Zoning Compliance

a. Administration and Enforcement

1. The Zoning Administrator shall administer and enforce this ordinance.
2. If the Zoning Administrator, or his/her designee shall find that any of the provisions of this ordinance are being violated, he/she shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. He/she shall order discontinuance of illegal use of land, buildings, or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions.

b. Building Permits Required

No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefore, issued by the administrative official. No building permit shall be issued by the administrative official except in conformity with the provisions of this ordinance, unless he/she receives a written order from the Board of Adjustment in the form of an administrative review, conditional use permit, or variance as provided by this ordinance.

1. As an exception to the above, a single accessory building not exceeding 144 square feet may be constructed without a permit, providing it meets all required setbacks and is accessory to a principle use.

c. Application for Building Permit

All applications for building permits shall include plans if applicable in duplicate drawn to scale, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of buildings already existing, if any; and the location and dimensions of the proposed building or alteration.

## ADMINISTRATION AND PROCEDURES

The application shall include such other information as lawfully may be required by the administrative official, including existing or proposed building or alterations; existing or proposed uses of the building and land; the number of families, housekeeping units, or rental units the building is designed to accommodate; conditions existing on the lot; and such other matters as may be necessary to determine conformance with, and provide for the enforcement of this ordinance.

The administrative official shall return one copy of the plans to the applicant, after he/ she shall have marked such copy either as approved or disapproved and attested to it by his signature on such copy. The administrative official shall retain one copy of the plans, similarly marked.

d. Certificates of Zoning Compliance for New, Altered or Non-Conforming Uses

It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, altered, or enlarged 25% of its use or structure until a certificate of zoning compliance shall have been issued therefore by the administrative official stating that the proposed use of the building or land conforms to the requirements of this ordinance.

e. Expiration of Building Permit

1. If the work described in any building permit has not begun within 180 days from the date of issuance thereof, said permit shall expire; the administrative official shall cancel it; and written notice thereof shall be given to the persons affected.
2. If the work described in any building permit has not been substantially completed within two years of the date of issuance thereof, said permit shall expire and be canceled by the administrative official, and written notice thereof shall be given to the persons affected, together with notice that further work as described in the canceled permit shall not proceed unless and until a new building permit has been obtained.
3. The expiration date of a building permit may be established for a period longer than two years if established at the time that the City issues such permit. The Zoning Administrator, or his/her designee may, at his/her discretion extend the expiration period of the building permit.

f. Construction and Use to be as Provided in Applications, Plans, Permits, and Certificates of Zoning Compliance

Building permits or certificates of zoning compliance issued on the basis of plans and applications approved by the administrative official authorize only the use, arrangement, and construction set forth in such approved plans and applications, and no other use, arrangement or construction. Use, arrangement, or construction at variance with that authorized shall be deemed violation of this ordinance, and punishable as provided by Section hereof.

## ADMINISTRATION AND PROCEDURES

### 1207 Schedule of Fees, Charges and Expenses

The City Council shall establish a schedule of fees, charges, and expenses and a collection procedure for building permits, certificates of zoning compliance, appeals, and other matters pertaining to this ordinance.

The schedule of fees shall be posted in the office of the administrative official, and may be altered or amended only by the City Council.

Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal.

### 1208 Board of Adjustment

#### a. Establishment

1. A Board of Adjustment is hereby established. The Board shall consist of five regular members.
2. Each member shall be appointed by the City Council for a five-year term and is removable for cause by the City Council upon written charges and after public hearings. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.
3. The Board of Adjustment shall adopt rules and regulations in accordance with this ordinance and the Code of Iowa. Meetings shall be held at the call of the Chairman and at such other times as the Board may determine. Such chairman, or, in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings and records shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact. The Board shall keep a record of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record. A majority of the Board shall constitute a quorum for the transaction of business.

#### b. Procedure for Appeals

1. Appeals shall be made to the Board of Adjustment through the office of the Zoning Administrator in written form as determined by the Zoning Administrator. The Board shall fix a reasonable time for the hearing of the appeal and shall decide the appeal within 30 days of the date of the public hearing. An appeal stays all proceedings in furtherance of the action, unless the Zoning Administrator certifies to the Board that by reason of the facts stated in the certificate, a stay would, in his/her opinion, cause imminent peril to life or property.
2. The Board shall provide a notice of a public hearing on any question before it. Notice of the hearing shall be published as required by Iowa Code Section 362.3; and by written notice to the appealing party.

## ADMINISTRATION AND PROCEDURES

3. Upon the public hearing, any party may appear in person or by agent or attorney. The concurring vote of three out of five members of such board as so composed shall be necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the appellant on any matter upon which it is required to pass under any zoning ordinance, or to effect any variation in such ordinance.
4. A fee as determined by the City Council and approved on their most current fee resolution shall be paid to the Administrative Officer at the time the notice of appeal is filed, which the Administrative Officer shall forthwith pay over to the credit of the General Revenue Fund of the City.

### 1209 Powers and Duties of the Board Of Adjustment

The Board of Adjustment shall have only the following powers and duties:

a. Administrative Review:

To hear and decide appeals where it is alleged there is error in any order, requirement, decisions or determination made by the Zoning Administrator, or his/her designee in the enforcement of this Ordinance or any regulation relating to the location or soundness of structures

b. Conditional Use Permits:

To hear and decide the approval of applications for Conditional Use permits, as provided by this Ordinance. Procedures for Conditional Use Permits are established in Section 1203.

c. Variances to Relieve Hardships Relating to Property:

To authorize, upon appeal, variances from the strict application of this Ordinance where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the zoning regulations; or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, such strict application would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property.

1. Requirements for Grant of a Variance. The Board shall authorize no such variance unless it finds that:
  - (a) Strict application of the zoning ordinance will produce undue hardship and would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
  - (b) Such hardship is not shared generally by other properties in the same zoning district and in the same vicinity.
  - (c) The authorization of such variance will not be of substantial detriment to adjacent property and the granting of the variance will not change the

## ADMINISTRATION AND PROCEDURES

character of the district.

- (d) The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.
  - (e) The condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable a general regulation to be adopted as an amendment to this Zoning Ordinance.
  - (f) The granting of the variance will not cause substantial detriment to the public good and will not substantially impair the intent and purpose of any Ordinance or Resolution.
2. Findings by Board. The Board of Adjustment shall make findings that the requirements of Section 1209c (l) have been met by the applicant for a variance.
3. Conditions for Grant of Variance.
- (a) In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this Ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this Ordinance and punishable under Section 1213 of this Ordinance.
  - (b) Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.
  - (c) No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted or non-conforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.
  - (d) Effective Date of Variances/Review by Council:

Every variance granted by the Board of Adjustment shall be subject to review by the City Council, and the Council may, in its discretion, remand a decision to grant a variance back to the Board of Adjustment for further consideration.

The only persons authorized to request the remand of a decision to grant a variance shall be the Mayor, the City Administrator, the City Attorney or the Zoning Administrator, and the only grounds for requesting a remand shall be that legal error is believed to have occurred in the procedures followed by the Board of Adjustment or that the evidence presented by the applicant did not support the finding required by 1209(c)(1), or that the variance granted was beyond the authority of the Board of Adjustment. On remand, all parties shall be permitted to introduce such additional relevant evidence, as they deem appropriate.

## ADMINISTRATION AND PROCEDURES

To facilitate review by the City Council, no variance granted by the Board of Adjustment shall become effective until the day following the next regularly scheduled council meeting, which occurs more than four calendar days after the Board of Adjustment meeting at which the variance is granted. If the Council does remand the granting of a variance back to the Board of Adjustment, the effective date of the variance is delayed for thirty days from the date of the remand.

If the granting of a variance is remanded to the Board of Adjustment for reconsideration, the Board shall notify the applicant, the City Administrator and other interested parties of the time and place that the matter will be reconsidered, and after holding the rehearing, the Board shall either reaffirm its decision to grant the variance, or alternatively, it shall deny the variance.

d. Board has Powers of Zoning Administrator on Appeals: Reversing Decisions of Zoning Administrator

In exercising the above mentioned powers, the Board of Adjustment may, so long as such action is in conformity with the terms of this Ordinance, reverse or affirm, wholly or partly, or may modify the order, requirement, decisions, or determination as ought to be made, and to that end shall have the powers of the Zoning Administrator from whom the appeal is taken.

The concurring vote of three members of the Board shall be necessary to reverse any order, requirements, decision, or determination of the administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance, or to effect any variation in the application of this ordinance.

### **1210 Appeals from the Board of Adjustment**

Any person or persons, or any board, taxpayer, officer, department, board or bureau of the city aggrieved by any decision of the Board of Adjustment may seek review of such decision by a court of record in the manner provided by the laws of the State and particularly by Chapter 414, Code of Iowa.

### **1211 Severability Clause**

Should any section or provision of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the resolution as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

### **1212 Complaints Regarding Violations**

Whenever a violation of this ordinance occurs, any person may file a written complaint. Such complaints stating fully the causes and basis thereof shall be filed with the Zoning Administrator.

## ADMINISTRATION AND PROCEDURES

He/she may record properly such complaint immediately, investigate, and take action thereon as provided by this resolution.

### 1213 Penalties for Violation

a. Violation and Penalty

Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or conditional use permits) shall constitute a municipal infraction, subject to the penalties and alternative relief authorized by Title I, Chapter 20 of the City Code and by Section 364.22 of the Code of Iowa.

b. Restraining Order

In case any building is built, developed, altered, or otherwise used in violation of this Ordinance, the City Attorney, in addition to other remedies, may institute any proper action or proceed in the name of the City of Storm Lake, to prevent such unlawful action; to restrain, correct, or abate such violation; or to prevent any illegal act, conduct, business, or use in or about said premises.

c. The owner or tenant of any building, structure, premises, or part thereof, any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

d. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.



# The Subdivision Ordinance Of the City of Storm Lake, Iowa

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## ~ **Proposed Amendments** ~

### **Draft Post Public Hearing – 7 February 2014**

This draft of the subdivision ordinance includes all changes as of 7 February 2014. A version of this document showing all changes is available upon request.

## GENERAL PROVISIONS

# 1

## ARTICLE ONE - GENERAL PROVISIONS

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### 1-1 Title

This Ordinance shall be known as the Subdivision Ordinance of the City of Storm Lake.

### 1-2 Authority and Purpose

#### a. Authority

This Ordinance is adopted pursuant to the authority granted the City of Storm Lake under Chapter 354, Code of Iowa, enabling cities to regulate the development of land within their jurisdictions and to promote good planning practice.

#### b. Purposes

The purposes of this Chapter are to:

1. Serve the public health, safety, and general welfare of the city and residents of Storm Lake and its surrounding jurisdiction.
2. Provide for the orderly development and growth of the city by prescribing rules and standards insuring the functional arrangement of streets, public improvements, open spaces, community facilities, and utilities.
3. Promote the creation of well-planned and attractive residential, commercial, and industrial developments within the city and its jurisdiction.
4. Avoid excessive costs to the taxpayers of Storm Lake or the residents of the jurisdiction of the city for the provision of public services and utilities, while maintaining high standards for these services.
5. Protect the unique environment of the City of Storm Lake by avoiding environmental damage whenever feasible and appropriate; and by encouraging flexibility in the design of subdivisions.
6. Provide the City of Storm Lake with the ability to grow incrementally through the eventual annexation of land for new development served by municipal utilities.

## **GENERAL PROVISIONS**

### **1-3 Relationship to the Comprehensive Plan**

- a. The City of Storm Lake intends that this Subdivision Chapter and any amendments to it shall be consistent with the City's Comprehensive Plan. Should this Ordinance become inconsistent with the adopted Comprehensive Plan because of subsequent amendments to that plan, it is the City's intent to amend this ordinance to bring it into conformance with the plan.
- b. The Subdivision Chapter shall supplement and facilitate the provisions of the Comprehensive Plan, the Zoning Ordinance, the Official Zoning Map, and the City of Storm Lake's Capital or General Fund Budget.

### **1-4 Jurisdiction and Applicability**

- a. The provisions of this chapter shall be applicable to the subdivision of, or filing of plats of survey of all property within the corporate limits of the City of Storm Lake and within two-miles of the corporate limits as provided by Chapter 354.9 of the Code of Iowa.
- b. No owner of real property within the City of Storm Lake and its jurisdiction may subdivide or plat such property into lots for buildings or any other use, streets, or other forms of dedication for public use without gaining approval pursuant to this Ordinance.

### **1-5 Amendment**

When necessary, this Ordinance may be amended through public hearing and recommendation by the Planning and Zoning Commission to the City Council. The City Council shall consider the amendment at its next regularly scheduled meeting.

### **1-6 Fees**

The City Council of the City of Storm Lake shall establish fees sufficient to recover costs incurred for the processing and review of subdivision applications and other procedures included within this Ordinance. Fees shall be reviewed and established by resolution on an annual basis.

## GENERAL PROVISIONS

### 1-7 Enforcement

The Zoning Administrator shall enforce the provisions of this Ordinance and shall bring violations or lack of compliance to the attention of the Planning and Zoning Commission, City Council, or other appropriate agency.

### 1-8 Penalties

#### a. Violation and Penalty

1. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or conditional use permits) shall constitute a municipal infraction, subject to the penalties and alternative relief authorized by Title I, Chapter 20 of the City Code and by Section 364.22 of the Code of Iowa.
2. An owner, developer, or subdivider of property may each be found guilty of a separate offense and suffer the penalties provided in this section.
3. Notwithstanding this section, the City and the Zoning Administrator shall have the right to take any lawful action necessary to prevent or remedy any violation of this Ordinance or any agreement pursuant to or other condition of an approval of a subdivision application.

### 1-9 Interpretation, Conflict, and Severability

- a. The Subdivision Ordinance shall be held to provide the minimum requirements necessary for the promotion of the public health, safety, and welfare. If any provision of the Subdivision Ordinance conflicts with any other provision of the Zoning Ordinance, any other Ordinance of the City of Storm Lake, or any applicable State or Federal law, the more restrictive provision shall apply.
- b. Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, conditional use permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.
- c. If any chapter, section, subsection, clause, or phrase of this Subdivision Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or any other section of the City of Storm Lake's Zoning Ordinance.

## DEFINITIONS

# 2

## ARTICLE TWO - DEFINITIONS

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### 2-1 Purpose

Article Two shall be known as the Definitions. The purpose of these provisions is to promote consistency and precision in the interpretation of the Subdivision Ordinance. The meaning and construction of words as set forth shall apply throughout the Subdivision Ordinance, unless where modified in a specific section or where the context of such words or phrases clearly indicates a different meaning or construction.

### 2-2 Definitions of Terms

For the purposes of this Subdivision Ordinance, certain terms and words are hereby defined. Certain sections contain definitions, which are additional to those listed here. Where terms are not specifically defined, their ordinarily accepted meanings or meanings implied by their context shall apply.

### 2-3 A

- a. ADT or Average Daily Traffic: The average number of motor vehicles per day that pass over a given point or segment of street.
- b. Alley: A public or private right-of-way generally designed to provide secondary access to the side or rear of a property whose principal frontage is on another street.
- c. Applicant: An owner, developer, or sub divider submitting an application to divide property pursuant to this Ordinance.
- d. Approving Authority: The City Council of the City of Storm Lake or its designee.
- e. ASCE: The American Society of Civil Engineers.

## DEFINITIONS

### 2-4 B

- a. Bicycle Lane and Path: A designated lane on a roadway or an exclusive path separated from a roadway, designed specifically to accommodate the physical requirements of bicycling.
- b. Bike Boulevard: Bike boulevards are lower traffic volume streets that are designed to optimize bike traffic, are signed and designated as bike routes. These streets are intended to connect key destinations within the community and other trail corridors.
- c. Buffer: A landscaped area intended to separate and partially obstruct visual or other sensory effects of two adjacent land uses or properties from one another.
- d. Building Official: The designee of the City of Storm Lake is responsible for the supervision and administration of the Uniform Building Code.
- e. Business days: Business days shall refer to week days in which city offices are officially open.

### 2-5 C

- a. Centerline Offset: The distance between the centerline of roads intersecting a common road from the same or opposite sides.
- b. Channel: The bed or banks of a natural stream or drainage way, which convey the constant or intermittent flow of water, including stormwater run-off.
- c. Common Open Space: Land within or related to a development that is not individually owned or dedicated for public use, designed and generally intended for the common use of the residents of the development.
- d. Comprehensive Plan: The Comprehensive Plan of the City of Storm Lake.
- e. Concept Plan: A preliminary presentation, which includes the minimum information necessary, as determined by the Zoning Administrator, to be used for the purpose of discussion or classification of a proposed plat prior to formal application.
- f. Conservation Development: A development design technique that concentrates buildings in specific areas on a site to allow remaining land to be used for recreation, common open space, or the preservation of historically or environmentally sensitive features.
- g. Conservation Subdivision: Wholly or in majority, a residential subdivision that permits a reduction in lot area, setback, or other site development regulations, provided 1) there is no increase in the overall density permitted for a conventional

## DEFINITIONS

subdivision in a given zoning district, and 2) the remaining land area is used for common space.

- h. Conventional Subdivision: A subdivision which literally meets all nominal standards of the Zoning Ordinance for lot dimensions, setbacks, street frontage, and other site development regulations.
- i. Cul-de-sac: A local street with only one outlet and with an opposite end providing for the reversal of traffic.
- j. Curb: A vertical or sloping edge of a roadway, intended to define the edge of the roadway and to channel or control drainage.

### 2-6 D

- a. Dedication: A grant of land to the City or another public agency for a public purpose.
- b. Design standards: Standards that set forth specific improvement requirements.
- c. Detention basin: An artificial or natural water collection facility, designed to collect surface or subsurface water and to control its rate of discharge, in order to prevent a net increase in the rate of water flow that existed prior to a development.
- d. Developer: The legal owner(s) or authorized agent of any land included in a proposed development.
- e. Development: A planning or construction project involving substantial improvement or change in the character and/or land use of a property.
- f. Divided street: A street with opposing lanes separated by a median strip, center island, or other form of physical barrier, which cannot be crossed except at designated locations.
- g. Drainage: The removal of surface or ground water from land by drains, grading, or other means.
- h. Drainage system: The system through which water flows from the land.

### 2-7 E

- a. Easement: A grant of one or more of the property rights by the property owner to and/or for use by the public, a corporation, or another person or entity.

## DEFINITIONS

- b. Erosion: The wearing away of a land surface by water, wind, ice, or gravity.

### 2-8 F

- a. Final Approval: The final official action of the City Council permitting the filing of a subdivision with the Buena Vista County Recorder and the conveyance of individual parcels and lots to subsequent owners.
- b. Frontage: The length of a property line of any one premise abutting and parallel to a public street, private way, or court.

### 2-9 G

- a. Grade: The slope of a street or other public way, defined as a percentage or ratio of vertical change in elevation to horizontal change in distance.

### 2-10 H

### 2-11 I

### 2-12 J

### 2-13 K

### 2-14 L

- a. Lot: A parcel of property with a separate and distinct number or other identifying designation which has been created assigned and recorded in the Office of the Buena Vista County Recorder.
  - 1. Corner Lot: A lot located at the junction of at least two streets, private ways or courts or of at least two segments of a curved street, private way or court, at which the angle of intersection is no greater than 135 degrees.

## DEFINITIONS

2. Double Frontage Lot: A lot, other than a corner lot, having frontage on two streets, private ways or courts. (Also known as a Through Lot)
  3. Interior Lot: A lot other than a corner lot.
  4. Common Development Lot: When two or more contiguous lots are developed as part of a Planned Unit Development, these lots may be considered a single lot for purposes of this ordinance.
- b. Lot Area: The total horizontal area within the lot lines of a lot.
- c. Lot Depth: The mean horizontal distance measured between the front and rear lot lines.
- d. Lot Line: A property boundary line(s) of record that divides one lot from another lot or a lot from the public or private street rights-of-way or easement.
1. Front Lot Line: the lot line separating a lot and a public or private street right-of-way or easement.
    - (a) For an interior lot, the lot line separating the lot from the right-of-way or easement.
    - (b) For a corner lot, the shorter lot line abutting a public or private street or easement. In instances of equal line dimension, the Building Official shall determine the front lot line, or as may be noted on a final plat.
    - (c) For a double frontage lot, the lot lines separating the lot from the right-of-way or easement of the more minor street. In cases where each street has the same classification, the Building Official shall determine the front lot line, or as may be noted on a final plat.
  2. Rear Lot Line: The lot line which is opposite and most distant from the front lot line.
  3. Side Lot Line: Any lot line that is neither a front nor rear lot line. A side lot line separating a lot from a street, private way or court is a street side lot line. A side lot line separating a lot from another lot or lots is an interior side lot line.
- e. Lot Split: The division or re-division of a tract or parcel of land into two lots, building sites, or other divisions by metes and bounds description.
- f. Lot Width: The horizontal distance measured between the side lot lines of a lot, at right angles to its depth along a straight line parallel to the front lot line at the minimum required setback line.

## DEFINITIONS

### 2-15 M

- a. Main: The principal artery of a system of continuous piping which conveys fluids and to which branches may be connected.
- b. Major subdivision: Any subdivision not defined and approved as a minor subdivision.
- c. Minor subdivision: A subdivision of land which creates no more than four lots from any single parcel of land; requires no extensions of streets, sewers, utilities, or other municipal facilities; and complies with all zoning requirements.
- d. Moving lane: Any traffic lane within a roadway where traffic movement is the primary or sole function.

### 2-16 N

### 2-17 O

- a. Off-site: Located outside the boundaries of the parcel that is the subject of an application.
- b. Open space: Any parcel or area of land or water that is essentially retained in an open state and set aside for public or private use.

### 2-18 P

- a. Parking lane: A lane located on the sides of streets, designated or allowing on-street parking of motor vehicles.
- b. Pavement: An impermeable, hard surface, typically asphalt, Asphaltic concrete, concrete, or brick or other masonry paver units.
- c. Plat: A document, usually a map or maps, expressing the division of land into two or more lots or parcels, any one of which is ten acres or less. Plats include preliminary and final plats.
  - 1. Preliminary Plat: A plat indicating the proposed layout of a development and related information, intended for the purpose of preliminary approval by approving authorities but not for filing with the Buena Vista County Recorder.

## DEFINITIONS

2. Final Plat: The final map of the subdivision, which is presented for Final Approval. The Final Plat contains detailed information and documentation and is designed to be filed with the Buena Vista County Recorder.

### 2-19 R

- a. Right-of-way: A strip of land, generally linear, occupied or intended to be occupied by a system that conveys people, traffic, fluids, utilities, or energy from one point to another. Rights-of-way may include streets and roads, crosswalks, bicycle paths, recreational trails, railroads or fixed guide way transit, electric transmission lines, gas pipelines, water mains, or sewer mains.
- b. Roadway: The actual surface area of a road used to accommodate motor vehicles, including moving traffic lanes, acceleration and deceleration lanes, and parking lanes. On a street with curbs, the roadway is measured from curb line to curb line. On streets without curbs, the roadway is measured from the flow line of one curb to the flow line of the opposite curb.
- c. Retention Basin: Similar to a detention basin, a retention basin is a natural or manmade depression that retains storm water runoff and does not outlet it to a surface water body. Retention basins temporarily store water until it has infiltrated into the ground or has evaporated.

### 2-20 S

- a. Sanitary Sewer: A sewer that conducts sanitary wastes from a point of origin to a treatment or disposal facility. In developing areas, sanitary sewers normally include interceptor, outfall, and lateral sewers.
  1. Interceptor: A sanitary sewer that serves as a trunk, collecting sewage generated by a number of individual developments.
  2. Outfall: A sanitary sewer that may be developed to connect an individual subdivision or development to an interceptor sewer.
  3. Lateral or local: A pipe that connects individual buildings or groups of buildings to an outfall or interceptor sewer.
- b. Septic system: An underground system, utilizing a watertight receptacle to receive the discharge of sewage, which provides for the decomposition of wastes produced by development on a single lot.

## DEFINITIONS

- c. Sidewalk: A paved path provided for pedestrian use, usually located at the side of and detached from a road, but within the right-of-way.
- d. Storm Sewer: A conduit, which conducts storm drainage from a development or subdivision, ultimately to a drainage way or stream.
- e. Street: A right-of-way, dedicated to public use, which provides a primary means of access to an abutting lot or parcel.
- f. Street hierarchy: The conceptual arrangement of streets based on function. The hierarchical approach classifies streets from courts or lanes, which provide private access to a limited number of lots, to arterials, which accommodate large volumes of high-speed, regional traffic. Street types contained within the hierarchy include:
  - 1. Court or lane
  - 2. Local
  - 3. Collector
  - 4. Minor Arterial
  - 5. Major Arterial
- g. Subdivision: A subdivision is a division of land into three or more lots for the purpose, whether immediate or future, of transfer of ownership or building development; or, any change in existing street lines or public easement. The term when appropriate to the context, shall relate to the process of subdividing or to the land subdivided, or, the resubdivision of land heretofore divided or platted into lots or other divisions of land, or if a new street is involved, any division of land.
- h. Subdivision Development Agreement: A legally binding agreement between the City and a developer that clearly establishes the developer's responsibility and obligations regarding the provision of public and private utilities, streets, infrastructure, parks and open space, storm water facilities and any other mutually agreed to terms and requirements.

2-21 T

2-22 U

2-23 V

## DEFINITIONS

2-24 W

2-25 X

2-26 Y

- a. Yield Plan: A preliminary plan drafted consistent with the rules and regulations of the zoning and subdivision code to determine a base density or “yield” for a parcel or group of parcels. A yield plan is commonly applied as part of a planned unit development or conservation subdivision process.

2-27 Z

## PROCEDURES AND ADMINISTRATION

# 3

## ARTICLE THREE - PROCEDURES AND ADMINISTRATION

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### 3-1 Purpose

The purpose of this Article is to establish procedures for subdivision applications and for review and action on applications by the Planning and Zoning Commission and the City Council. The procedures are designed to assure adequate review and consideration of subdivision applications, while providing for an orderly and expeditious approval process consistent with [Chapter 354 of the Iowa Code of Laws](#). The Article provides procedures for the approval of two types of subdivisions: Minor Subdivisions, and Major Subdivisions.

### 3-2 Subdivisions

The platting of land shall be required when a tract of land is proposed to be divided into three or more separate lots of record or when a tract of land is subdivided by repeated lot divisions. (This will be determined based on available land records on file with the county recorder's office and the City of Storm Lake.) For the purposes of this Article, a simple lot split is not a Subdivision.

#### a. Applicability

The Zoning Administrator shall determine whether a tract of land may be divided by a simple lot split, minor subdivision, or major subdivision. Simple lot splits include the division by metes and bounds description of one parcel into no more than two separate parcels and is not considered a subdivision. Minor subdivisions result in no more than 3 lots and require no new or extensions of existing streets or infrastructure except for sidewalk improvements.

Minor Subdivision applicants must provide the necessary information required to review the application and its consistency with the Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance on an application as provided by the Zoning Administrator.

Application for a land division shall be made on a form as provided by the Zoning Administrator.

#### b. Stages in the Approval Process

The approval process for Subdivisions consists of three stages: the pre-application stage, the preliminary plat approval stage, and the final plat approval stage.

Minor Subdivisions allow for the simultaneous review of a preliminary and final plat and generally require less information than would otherwise be required of a preliminary plat in a major subdivision form.

## PROCEDURES AND ADMINISTRATION

### c. Pre-application Procedures

1. Before filing an application for preliminary plat approval, the applicant shall meet with the Zoning Administrator or his/her designee, regarding general requirements and issues relating to the proposed subdivision. The purpose of the meeting shall be to:
  - (a) Review preliminary ideas and concepts that describe the project and its key goals and the project's consistency with City Plans and Policies.
  - (b) Ensure a mutual understanding of the subdivision process, application/information needs, fees, approval process, and key timelines/deadlines.
2. At the pre-application conference, the applicant shall submit a concept plan. The concept plan shall include:
  - (a) A location map showing the relationship of the proposed subdivision to existing and proposed streets and public facilities.
  - (b) Maps and diagrams illustrating existing conditions of the site: natural, historical, cultural features on the site, existing uses, general topography or any other unique aspect of the site
  - (c) A concept plan illustrating the proposed layout of streets, lots, and other features and their relationship to existing and proposed site topography.
3. The pre-application conference does not require a formal application or payment of a fee. Review and reactions at the pre-application do not in any way constitute any preliminary approval or acceptance of a preliminary plat application.

### d. Preliminary Plat Application

#### 1. Application Requirements

After the pre-application conference, the applicant shall prepare and submit an application for preliminary plat approval. The applicant shall prepare and file six copies of a preliminary plat for subdivisions within the corporate limits of Storm Lake and eight copies for subdivisions outside the corporate limits of Storm Lake. The application for preliminary plat approval shall be submitted to the City Clerk at least 30-calendar days before the Planning and Zoning Commission meeting at which the application will be considered. The application shall consist of a form established by the Zoning Administrator; supporting documents required for Minor or Major Subdivisions to be provided in checklist form by the Zoning Administrator; and payment of a fee, the amount of which shall be determined based on a fee schedule established by city ordinance.

## PROCEDURES AND ADMINISTRATION

### 2. Draft Subdivision Development Agreement

The preliminary plat application shall include a draft of a subdivision development agreement, following a format established by the City Attorney. The subdivision agreement establishes the mutual responsibilities of city and subdivider, including financing of public improvements; the nature of performance bonds and guarantees that the developer will offer; and the financing arrangements proposed for the subdivision.

### 3. Preliminary Plat Approval Procedure

- (a) After submission of a complete application for a preliminary plat, the Zoning Administrator and his/her staff shall review the application and issue an official determination as to the completeness of the application. If the application is not complete, the Zoning Administrator will request incomplete information to be submitted to the City no longer than 30 calendar days from being notified of the application being incomplete. If missing information is not provided within the allotted time frame, a new application will be required. When the application is determined to be complete, the Zoning Administrator will notify the applicant in writing and commence the review process. The application will not be placed on the Planning and Zoning Commission's agenda until it is deemed complete. As part of the review, the Zoning Administrator will circulate the application to the City Staff, local utilities, the school district in which the subdivision is located, public safety agencies, and any other applicable provider of public services deemed necessary. Each reviewing agency shall submit written comments to the Zoning Administrator within fifteen business days from receipt of the application materials.
- (b) Following the comment period, the Zoning Administrator shall submit a written recommendation for action to the Planning and Zoning Commission.
- (c) The Planning and Zoning Commission, following 10 calendar days notice, shall hold a public hearing on each Subdivision and, following such public hearing, shall take action on the application. The Planning and Zoning Commission may recommend approval, conditional approval, or denial of the preliminary plat to the City Council. In addition, the Commission may delay action on the application in order to resolve outstanding issues. If a delay is needed, the applicant may request in writing the 60 day review deadline be extended up to an additional 60 days.
- (d) Following action by the Planning and Zoning Commission, a written recommendation summarizing the Commission's action to the City Council shall be prepared and circulated to the applicant and the Council.

## PROCEDURES AND ADMINISTRATION

- (e) The City Council, at its next regularly scheduled meeting, shall consider each Subdivision and shall take action to approve, deny, or table for further evaluation the application.
- (f) Approval of a preliminary plat by the City Council shall not constitute approval of a final plat. The approval shall be considered an expression of conditional approval to guide the preparation of a final plat, to be considered subsequently by approving authorities. The preliminary approval shall confer upon the applicant the following rights:
  - (1) The general terms and conditions under which the plat was approved will not change.
  - (2) The applicant may submit for approval of a final plat for the whole or a part of the preliminary plat on or before the expiration date of the preliminary approval.
  - (3) The preliminary plat approval shall stay in force for a period of one year from the date of approval by the City Council. The City Council may, at its discretion, establish a longer effective date for the preliminary plat approval. The City Council also may grant extensions to the effective period of a preliminary plat upon receiving a written request from the applicant/developer.
  - (4) Phased Subdivisions: The final plat may be submitted in phases, provided that no phase represents the lesser of 20 lots or 10% of the total number of lots in the entire approved preliminary plat. The initial phase of the final plat must be submitted according to the effective dates established in Section (3) above. In the event of a phased subdivision, the initial preliminary plat approval remains effective for a period not to exceed five years, unless otherwise extended by the City Council.

### 4. Deadline for Action:

Consistent with [Iowa Code 354.8](#) the City Council shall take action on the application within sixty (60) days from the date in which the application was deemed complete by the City. In the event that issues arise during the application process, and more time is needed to complete the review, the applicant may request in writing to extend the 60 day deadline for no more than an additional 60 days.

### e. Final Plat Application Process

#### 1. Application Requirements

The applicant shall prepare and submit an application for final plat approval within one year of the preliminary plat approval, unless an extension has been requested by the applicant and granted by the City Council. The application for final plat approval shall be submitted to the City Clerk at least 30 calendar days before the Planning and Zoning Commission meeting at which the application

## PROCEDURES AND ADMINISTRATION

will be considered. The application shall consist of a form and checklist established by the Zoning Administrator; supporting documents that provide the necessary information required to review the application and its consistency with the Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance ; and payment of a fee, the amount of which shall be based on a fee schedule established by city ordinance.

### 2. Final Subdivision Agreement

The final plat application shall include the final subdivision agreement to be executed between the City and the applicant. The terms of this agreement shall be acted upon along with action on the Final Plat.

### 3. Performance Bond

The subdivision agreement shall specify the amount of the performance bond for public improvements to be filed prior to receiving final plat approval or, alternately, shall contain a statement that required improvements have been satisfactorily completed. The performance bond, if required, must be presented in a form satisfactory to the City Attorney prior to final approval of the subdivision.

### 4. Final Plat Approval

The Zoning Administrator and Planning and Zoning Commission shall review the final plat for consistency with the approved preliminary plat and for compliance with the Subdivision Ordinance and other applicable local, state, or federal statutes and regulations. If the final plat meets all conditions of the ordinance and is substantially consistent with the terms of the preliminary plat approval, the Commission shall have no recourse but to approve the final plat.

If the Planning and Zoning Commission finds in its review that the submitted final plat is inconsistent with the preliminary plat, does not comply with the conditions of relevant ordinances and statutes, or requires a waiver of any section of the Subdivision Chapter, it shall hold a public hearing on the final plat. Following such public hearing, the Commission shall transmit its recommendation on the final plat to the City Council.

The City Council shall have final approval authority over all final plat applications. The City Council shall take action on all final plats within 60 calendar days from the day at which the final plat application was deemed complete. In the event that issues arise during the application process, and more time is needed to complete the review, the applicant may request in writing to extend the 60 day deadline for no more than an additional 60 days.

### f. Filing the Final Plat

1. Following City Council approval of a final plat, the Mayor of the City of Storm Lake shall sign a certificate of approval, which shall be a part of the reproducible documents of the subdivision plat required with submission of the final plat.

## PROCEDURES AND ADMINISTRATION

2. The passage of a resolution by the City Council accepting the plat shall constitute final approval of the platting of the area shown on the final plat. The applicant shall record the plat in the office of the County Recorder of Buena Vista County and shall file satisfactory evidence of such recording in the office of the City Clerk before the City shall recognize the plat as being in force.
3. The subdivider must file the plat along with all applicable covenants and other documentation within 180 days of the execution of the plat by the Chairman of the Planning and Zoning Commission and the Mayor.

### g. Plats Outside of Corporate Limits

1. Authority within Two Miles of City Limits

Pursuant to the authority contained in Section 354.9 Code of Iowa, the Subdivision Ordinance, and the provisions of the Municipal Code of the City shall govern all territory outside the corporate limits of the City but within two miles of such corporate limits, except to the extent that ordinances or resolutions of the City Council shall limit their application to an area less than two miles of such corporate limits.

2. Procedures

Procedures for the approval of plats outside the corporate limits of Storm Lake shall be the same as set forth in this section, except for the following provisions:

- (a) Eight copies of the plat shall be filed with the City Clerk.
- (b) The City Clerk shall refer one copy each to the County Engineer and the County Planning and Zoning Commission and request their recommendations to be submitted to the City Planning and Zoning Commission.
- (c) The County Planning and Zoning Commission shall submit a recommendation to the City within thirty days after referral of the plat to the County Engineer and the County Planning and Zoning Commission.

## SUBDIVISION DESIGN CATEGORIES & GENERAL STANDARDS

# 4

## ARTICLE FOUR - SUBDIVISION DESIGN CATEGORIES AND GENERAL STANDARDS

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### 4-1 Purpose

The purpose of this Article is to assure that subdivisions in the Storm Lake area create functional and attractive environments, minimize adverse effects, and become assets to the city's urban and natural setting. The Article defines specific types of subdivisions that have varying design characteristics, applicable to various settings within the City of Storm Lake and jurisdiction.

### 4-2 Site Design and Constraints

#### a. Consideration of Plans

The design of subdivisions shall consider all existing local and regional plans for Storm Lake and its Jurisdiction. These include the Comprehensive Plan for the City of Storm Lake and any other Council approved or accepted policy plan, master plan, or community system plan.

#### b. Grading Permit Required

1. A Grading Permit is required for erosion and sediment control on all construction sites greater than 1 acre in size. Prior to grading or site disturbing activity, the developer shall apply to the Zoning Administrator for a grading permit. The application for a grading permit shall include:
  - (a) A location map showing the location and extent of grading activity.
  - (b) A Sediment and Erosion Control Plan.
2. After submission of a complete application for a grading permit, the Zoning Administrator and his/her staff shall review the application. As part of the review, the Zoning Administrator shall circulate the petition to any agency with statutory authority for the management of drainage ways and storm water management.
3. A grading permit shall be issued within ten business days if the Zoning Administrator has received assurances from applicable state agencies that the Sediment and Erosion Control Plan is compatible with statute, and further that it is compatible with the objectives and policies of the City's Comprehensive Plan and Zoning Ordinance. If the submitted Sediment and Erosion Control Plan is deemed inadequate, the applicant will be given a list of mitigation measures that must be included to ensure conformance. The Zoning Administrator shall issue a grading permit to the applicant upon certification that mitigation measures will be taken as prescribed, consistent with applicable state and federal regulations regarding soil

## SUBDIVISION DESIGN CATEGORIES & GENERAL STANDARDS

and sediment erosion, and environmental water quality.

### c. Preservation of Natural Features, Drainage Patterns and the Urban Forest

1. To the maximum extent possible, development shall be located to preserve natural features of the site, to avoid areas of environmental sensitivity, and to minimize negative impact and alteration of natural features and drainage patterns.
2. The subdivider shall give maximum consideration to the preservation of the following areas as open space, to the extent consistent with reasonable utilization of land:
  - (a) *Wetlands and other unique environmental areas, as defined in Section 404, Federal Water Pollution Control Act of 1972 and delineated on wetlands maps prepared by the US Fish and Wildlife Service.* Construction and fill activity shall be prohibited on wetlands in excess of one acre in size. Development and fill upon wetlands smaller than once acre in size should be avoided whenever possible but regulated by permit authority of applicable state and federal agencies.
  - (b) *Habitats of endangered species.* Development shall avoid fill or disturbance of habitat sites as identified on federal or state lists administered by the US Fish and Wildlife Service of the US Department of the Interior, and applicable state environmental regulatory agencies. Developers are encouraged to preserve habitat areas as a connected open space consistent with the parks and greenways system designated in the Storm Lake Comprehensive Plan.
3. The subdivider shall give consideration to protecting the integrity of the natural environment of the community through the preservation, protection, and planting of trees. The City has found it necessary and desirable to establish requirements for the preservation of trees on new development sites. The objectives of this ordinance shall include, but are not limited to:
  - (a) the perpetuation of the existing tree canopy through root protection by eliminating or reducing compaction, filling or excavation;
  - (b) prevention of soil erosion and sedimentation;
  - (c) reduced storm water runoff;
  - (d) improved air quality;
  - (e) reduced noise pollution;
  - (f) energy conservation through natural insulation and shading;
  - (g) control of the urban heat island effect;
  - (h) increased property values

## SUBDIVISION DESIGN CATEGORIES & GENERAL STANDARDS

### d. General Guidelines for Subdivision Layout

Subdivisions shall be designed to comply with the following overall performance objectives:

1. Avoidance of adverse effects on ground water and aquifer recharge.
2. Reduction and minimization of cut and fill.
3. Avoidance or reduction of unnecessary impervious surfaces.
4. Prevention of flooding and encroachment of water onto other properties.
5. Provision of adequate access to lots, including alternative routes to lots and sites within the subdivision and minimization of cul-de-sacs over 300 feet.
6. Mitigation of negative environmental effects on surrounding properties, including effects of shadow, noise, odor, traffic, drainage, and utilities.
7. Respect for the urban character and traditional layout of Storm Lake, including providing continuity to established street and community facility networks; establishing linkages and connections between new development and existing parts of the city; and preserving historically and architecturally significant sites and buildings, determined as those sites or districts either listed on or determined to be eligible for listing on the National Register of Historic Places, as determined by the State Historic Preservation Officer.
8. Dedication of arterial, collector, and key local streets on the general alignments specified in the Comprehensive Plan.

### e. Site Design Objectives and Approval

The Planning and Zoning Commission and City Council shall take the above Site Design objectives into account during their review and approval of subdivision applications.

## 4-3 Subdivision Design Categories and Rules

### a. Purpose

The purpose of this section is to establish design alternatives that provide greater flexibility in subdivision design and to allow alternative approaches to achieving the vision, guiding principles, goals and policies as established in the Comprehensive Plan.

### b. Alternative Subdivisions: Types and Special Regulations

Two alternative types of subdivision design are described below. Both subdivision designs would require the approval of a Planned Unit Development (PUD) consistent with the City of Storm Lake's Zoning Ordinance: Conservation Subdivisions and Traditional Neighborhood Districts

## SUBDIVISION DESIGN CATEGORIES & GENERAL STANDARDS

### 1. Conservation Subdivisions

- (a) Conservation subdivisions allow the Conservation or grouping of residential lots in order to provide common open space.
- (b) Conservation Subdivisions may be developed and approved subject to the following standards and variations:
  - (1) The overall density of subdivision complies with the zoning district that contains the final subdivision. Overall density shall be determined by completing a yield plan as defined in the Article 5 PUD Overlay of the Zoning Ordinance. A subdivider may apply for a rezoning and PUD approval simultaneously with the plat approval process.
  - (2) Individual lot size dimensions, including lot width, may be reduced from the base zoning district consistent with Article 5 section 512 of the Zoning Ordinance. Any savings on lot size shall be devoted to common open space or other approved community facilities.
  - (3) Lot setbacks may be varied from those otherwise specified for the zoning district. Setback limits must be established on the preliminary and final plat. The setback from any garage entrance to any circulation way must be at least 20 feet.
  - (4) Street or right-of-way widths set forth in Article Five may be varied for local streets within Conservation Subdivisions provided adequate measures are made to ensure public safety (police/fire) access..
  - (5) Articles of incorporation or covenants for a homeowners' association or other provision assuring maintenance or operation of all common spaces shall be submitted with subdivision application.

### 2. Traditional Neighborhood Districts

- (a) Traditional Neighborhood District (TND) Subdivisions allow the development of urban neighborhoods that produce new development consistent with the patterns of historic or traditional parts of Storm Lake, with appropriate civic space; or provide for the recreation of neighborhoods that follow the patterns of other traditional towns. Approval of a Traditional Neighborhood District subdivision requires submission of a specific district plan.
- (b) TND Subdivisions may be developed and approved subject to the following standards and variations:
  - (1) The minimum size parcel to be covered by the TND Subdivision is 15 acres.
  - (2) The overall density of the subdivision complies with the zoning district that contains the final subdivision as defined by preparing a yield plan. A subdivider may apply for a rezoning simultaneously

## SUBDIVISION DESIGN CATEGORIES & GENERAL STANDARDS

with the plat approval process.

- (3) Individual lot size dimensions, including minimum width, may be reduced from the base zoning district consistent with Article 5 section 512 of the Zoning Ordinance. Any savings on lot size shall be devoted to public space, including but not limited to town squares, small parks, greenways, and community facilities.
- (4) All streets within a TND Subdivision connect to other streets within the district, forming a continuous network. The internal street system connects to other streets on the edge of the district.
- (5) Lot setbacks may be varied from those otherwise specified for the zoning district. Setback limits must be established on the preliminary and final plat. The setback from any garage entrance to any circulation way, including an alley, must be at least 20 feet. Garage access from the rear of lots by way of an alley is encouraged.
- (6) Retail, service, civic, office, and various types of residential land uses may be combined within a TND subdivision, notwithstanding the use regulations of the underlying zoning district. The distribution and location of land uses shall be consistent with the TND Plan submitted for the subdivision.
- (7) Street or right-of-way widths set forth in Article Five may be varied for local streets within TND Subdivisions provided adequate measures are made to ensure public safety (police/fire) access.
- (8) Overall density permitted by the underlying zoning district of the TND Subdivision (as determined through a yield plan) may be increased consistent with Article 5 section 512 of the Zoning Ordinance.
- (9) All applications for a TND Subdivision must be accompanied by a Planned Unit Development which shall constitute the TND Subdivision Plan, in addition to other documents required by this Ordinance. This plan shall illustrate the distribution of land uses throughout the subdivision; the location and design of public spaces, streets, and alleys; the location and nature of special design features; architectural controls; and other information necessary to communicate the concept of the TND subdivision. The TND Subdivision Plan shall be a part of the approved subdivision. The City shall issue subsequent building and development permits only in consistency with the TND Subdivision Plan.
- (10) Articles of incorporation and/or covenants for a homeowners' association or other provision assuring maintenance or operation of all common spaces shall be submitted with the subdivision application.

## CIRCULATION SYSTEM DESIGN

# 5

## ARTICLE FIVE - CIRCULATION SYSTEM DESIGN

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### 5-1 Purpose

The purpose of this Article is to assure the development of functional and safe circulation patterns within new subdivisions, in order to encourage economical and effective movement of motor vehicles, bicycles, and pedestrians; provide access for public safety vehicles; and encourage the development of circulation systems that enhance the quality of life within new and existing neighborhoods in the City of Storm Lake and its planning jurisdiction.

### 5-2 General Standards

The design of circulation systems should conform to the following general standards and requirements:

#### a. Roadway System Design

1. The road system shall be designed to permit safe and orderly movement of traffic, to meet but not exceed needs of the present and future served population; to be simple and logical; to respect natural features, topography, and landscape; and to present an attractive streetscape.
2. The system shall conform to the City's Comprehensive Plan. For streets not shown on the Comprehensive Plan, the arrangement of streets shall provide for the logical extension of existing streets and maintain a high degree of connectivity.
3. The street network of a subdivision should provide for logical, continuous extensions of streets to subsequent later developments. Such extensions shall make provision when necessary with a turnaround with a diameter of at least 180 feet.
4. The system shall provide adequate traffic flow through a subdivision and provide at least two routes from each lot within the subdivision to the rest of the City, except as explicitly permitted by the approving authorities. Additionally, the system should be designed to encourage through traffic to be routed to collector or arterial streets.
5. The system shall promote a safe and comfortable street system through the implementation of traffic calming measures that ensure safe speeds and minimize unintended traffic patterns.

#### b. Pedestrian and Bicycle Systems

1. A continuous pedestrian system shall be provided within each subdivision, designed to conduct pedestrians between every point in the subdivision in a safe manner.

## CIRCULATION SYSTEM DESIGN

2. In new subdivisions, the pedestrian system will ordinarily be provided by sidewalks placed parallel to and on both sides of each street, with exceptions permitted on cul-de-sac streets, to preserve natural features, to create visual interest, or maintain greenways and pedestrian ways proposed in the Storm Lake Comprehensive Plan.
3. All aspects of the pedestrian system, including sidewalks and intersection crossings, must be designed to comply with the Americans with Disabilities Act.
4. Bikeways or recreational trails shall be required when specifically indicated by the Comprehensive Plan. Any land dedicated for trail development shall be credited toward the satisfaction of pedestrian system and open space standards set forth by this ordinance.

### 5-3 Street Hierarchy and Design

#### a. Characteristics of the Hierarchy

1. Streets shall be classified according to a street hierarchy with design tailored to function.
2. The street hierarchy shall be defined by road function and projected average daily traffic (ADT), as calculated by trip generation rates using standards approved by the City Infrastructure and Public Facilities Director.
3. Each residential street shall be classified and designed to meet appropriate standards for its entire length.
4. The applicant shall demonstrate to the satisfaction of the approving agencies that the distribution of traffic created by the subdivision will not exceed the design capacity of the proposed street system and its individual segments.
5. The categories, functions, and projected traffic loads of the street hierarchy are set forth in Table 5-1.

#### b. Roadway Width

1. Roadway width for each street classification is determined by parking and curbing requirements based on form or intensity of adjacent development.
2. To promote economical and environmentally responsible development of streets, minimum roadway width should generally be used. Minimum roadway widths are set forth in Table 5-2.

#### c. Curbs Gutters, and Shoulders

1. Curbing shall be required for the purposes of safety, drainage, and protection of the pavement edge, as set forth in Table 5-3.
2. Requirements for curbs vary according to street function and the nature of adjacent

## CIRCULATION SYSTEM DESIGN

development. Adjacent development is defined as urban or rural as follows:

- (a) Rural: Residential or predominately agricultural land use where average lot frontage exceeds 150 feet.
  - (b) Urban: Residential land use where average lot frontage is less than or equal to 150 feet; or adjacent land uses include commercial, office, industrial, or civic use types and are served by municipal utilities.
- 3. Where curbing is not required, edge definition and stabilization shall be provided.
  - 4. Where curbing is required, shoulders and drainage swales may be used only if soils or topography make the provision of shoulders preferable to curbs; or where the character of an area is preserved by the use of shoulders and drainage swales.
  - 5. Shoulders, when developed, shall be at least eight feet in width on each side for all streets; and located within right-of-way. Swale width is site-specific. Shoulders shall consist of stabilized turf or other acceptable material.
  - 6. All curbs shall provide ramps for accessibility by handicapped people consistent with the requirements of the Americans with Disabilities Act.
  - 7. Curb construction shall follow standards established by the City of Storm Lake.
  - 8. The design and installation of curbs, gutters, and shoulders shall be consistent with an approved Storm Water Management Plan for the subdivision.

### d. Sidewalks

- 1. Sidewalk requirements are determined by road classification and intensity of development, as set forth in Table 5-3.
- 2. Where sidewalks are not otherwise required by Table 5-3, the City may require their installation if necessary to provide access to generators of pedestrian traffic or major community features; to continue a walk on an adjacent street; to link parts of the city; or to accommodate future development.
- 3. Unless otherwise approved, sidewalks shall be placed generally parallel to streets within right-of-way. Exceptions are possible on cul-de-sacs, to preserve important natural features or to accommodate topography or vegetation; when applicant shows an alternative for a safe and convenient pedestrian system.
- 4. In commercial areas with on-street parking or traffic speeds below 30 mph, sidewalks may abut curb.
- 5. Pedestrian easements at least 12 feet in width may be required through the center of blocks over 600 feet in length if deemed necessary by the approving authorities to provide access to schools or community facilities; or to maintain a continuous pedestrian network within and between subdivisions and districts of the City of Storm Lake and its jurisdiction.

## CIRCULATION SYSTEM DESIGN

6. All sidewalks shall be constructed according to current standards in use by the City of Storm Lake and shall comply with standards of the Americans with Disabilities Act.
  7. All sidewalks, crossings, and other segments of a continuous pedestrian system must comply with standards of the Americans with Disabilities Act.
- e. Bikeways and Recreational Trails
1. Bikeways and recreational trails shall be required in subdivisions when specified as part of the Comprehensive Plan.
  2. All off-street recreational trails shall be a minimum of ten feet in width for two-way traffic and comply with the Americans with Disabilities Act. Surfacing of trails shall be acceptable to the City of Storm Lake. Gradients for bikeways and recreational trails should not exceed five percent, except for short distances.
  3. Recreational trails may satisfy part of the requirements of this ordinance for sidewalks or open space.
  4. All residential streets shall utilize bicycle safe drainage grates at storm sewer inlets and shall be consistent with an approved Storm Water Management Plan for the subdivision.
- f. Right-of-Way
1. Measurement: The right-of-way of a street shall be measured from lot line to lot line, and shall be wide enough to contain the roadway, curbs or shoulder, sidewalks and sidewalk setbacks, other necessary graded areas, and utilities.
  2. Any right-of-way that continues an existing street shall be no less than that of existing street.
  3. The requirements for right-of-ways for functional categories of roads are set forth in Table 5-3.
  4. Dedications: Dedications of right-of-way for collector, sub collector, community, or arterial streets shall be made consistent with the Comprehensive Plan.
- g. Street Design Standards
1. Street Design Standards shall follow the Statewide Urban Design and Specifications ([SUDAS](#)) Manual where practical.
  2. All streets shall be paved to current standards as established in City Specifications and consistent with the [SUDAS](#) manual.
  3. Continuity of Arterial or Collector Streets- No subdivision shall prevent the extension of arterial or collector streets through and beyond the subdivision. The subdivider may plan and design collector streets not designated in the Comprehensive Plan subject to the approval of the City Council.

## CIRCULATION SYSTEM DESIGN

4. Cul-de-sacs
  - (a) Cul-de-sac streets designed to have one end permanently closed shall not exceed 300 feet in length and shall be designed so that vision from entrance to end is not restricted.
  - (b) The closed end of a cul-de-sac shall have a turnaround with a street property line diameter of at least 114 feet in residential subdivisions. In commercial or industrial areas, the diameter shall be designed to accommodate commercial vehicle maneuvers appropriate to the type of uses planned for the subdivision.
5. Street Grades - Required street grades are set forth in Table 5-2.
6. Street Intersections
  - (a) Streets shall intersect as nearly at right angles as possible, unless limited by topography, existing street alignments, or other clearly defined constraints.
  - (b) In most cases, no more than two streets should intersect at a single intersection.
  - (c) Local streets shall not provide intersections with major arterials.
  - (d) New intersections along one side of an existing or proposed street shall, if possible, align with intersections on the other side of the street. Offsets between adjacent intersections shall measure at least 150 feet between centerlines. The use of traffic calming strategies is encouraged where local streets intersect with collector streets.
  - (e) Intersection design standards are set forth in Table 5-2.
7. Block Size
  - (a) The length, widths, and shapes of blocks shall be suited to the proposed land use and design of the proposed subdivision. Blocks within urban subdivisions shall not exceed 600 feet in length, unless necessitated by exceptional topography or other demonstrable constraints. Blocks within conservation design subdivisions shall not exceed 1,320 feet.

## 5-4 Lighting and Wiring

### a. Underground Wiring

1. All electric, telephone, television, cable TV, and other communication lines shall be provided by underground wiring within easements or public right-of-way, except where in the opinion of the approving authorities, such location is not feasible. Poles for permitted overhead lines shall be placed in rear lot line easements; or in other

## CIRCULATION SYSTEM DESIGN

locations designed to lessen their visual impact.

2. New lots adjacent to existing overhead service may utilize that service; however, new local service connections shall be underground.

**TABLE 5-1: Street Hierarchy**

| <i>Street Type</i>            | <i>Function</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <i>Guideline Maximum<br/>ADT</i> |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| Lane, Court, or<br>Cul-de-sac | Street providing private or controlled access to no more than twelve housing units.                                                                                                                                                                                                                                                                                                                                                                                                                            | 120-150                          |
| Local                         | Provides frontage to lots and carries traffic with origin or destination on street itself. Carries least traffic at lowest speed. East-west orientation provides best solar access. Local residential streets usually do not interconnect with adjoining neighborhoods or subdivisions. Bike Boulevards can be accommodated on local streets that do connect to adjoining neighborhoods or subdivisions.                                                                                                       | 250-1,000                        |
| Collector                     | Conducts and distributes traffic between local streets and major streets in the community. Carries larger volume of traffic. Residential collectors interconnect and provide through access between residential neighborhoods. Collector streets should preserve one through traffic lane in each direction, without encroachment by parking. Collectors may be included in the city's Surface Transportation Program system for federal aid. Bike Boulevards can be accommodated on collector streets.        | 1,000-2,000                      |
| Minor Arterials               | Provides community wide access between residential neighborhoods and to other activity centers in Storm Lake, including downtown and major commercial facilities. Direct access may be provided to other arterial streets. Parking should generally be prohibited on other arterials. Other arterials should be excluded from residential areas. These streets are part of the Surface Transportation Program system for federal aid. Bike accommodations on minor arterials should be designed as bike lanes. | 2,000-6,000                      |

## CIRCULATION SYSTEM DESIGN

**TABLE 5-2: Street Right-of-Way, Widths and Grades**

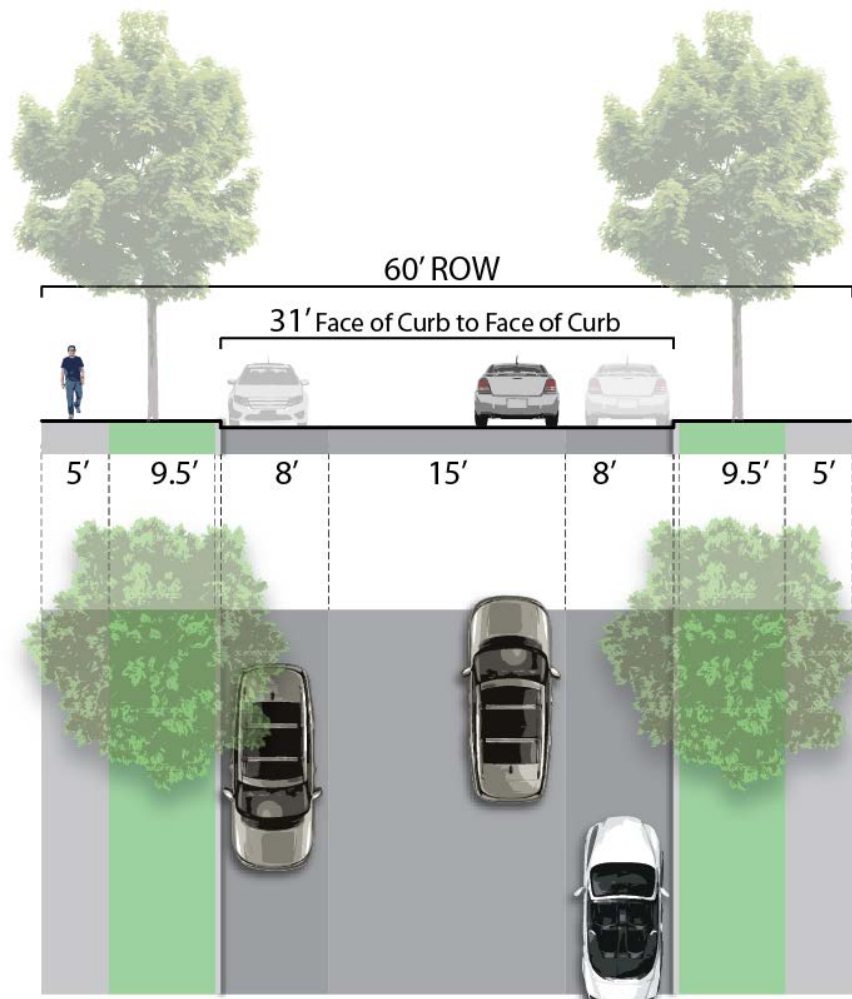
Street Right-of-Way and Widths. Minimum rights of way shall be provided as follows:

1. Thoroughfares – 80 feet
2. Collector streets – 80 feet
3. Residential or minor streets – 60 feet
4. Cul-de-sac – 130 feet in diameter
5. Alleys – 20 feet

Street Widths. Streets shall have a width and cross section that matches the street type appropriate to the subdivision using the following street types as guidelines:

1. Local Street (Residential and Commercial)

Street Type A      Local Street with parking on both sides – to be applied where parking is developed to minimum required off-street parking thresholds.

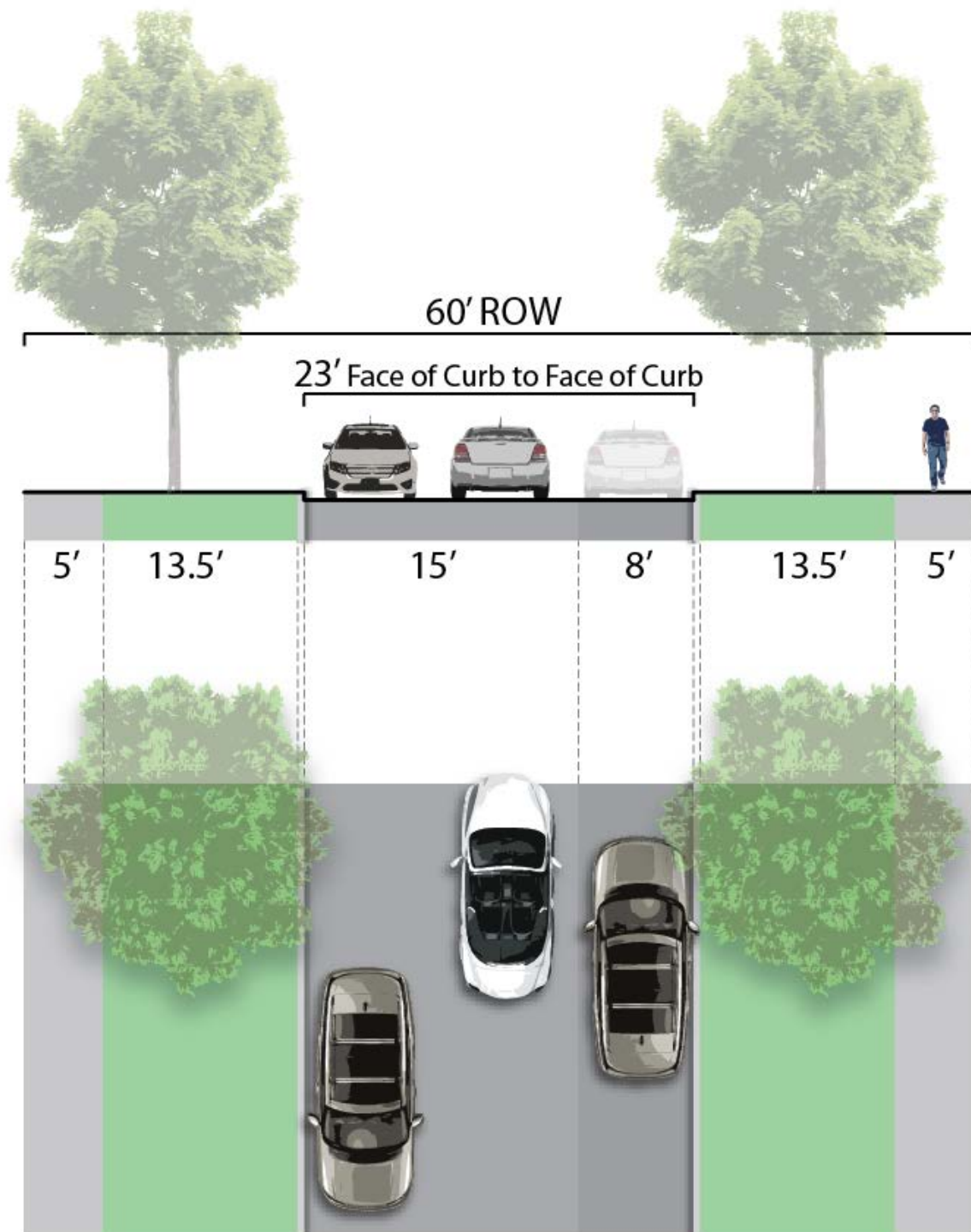


## CIRCULATION SYSTEM DESIGN

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Street Type B

Local Street with parking on one side – to be applied to subdivisions where adequate off street parking is provided

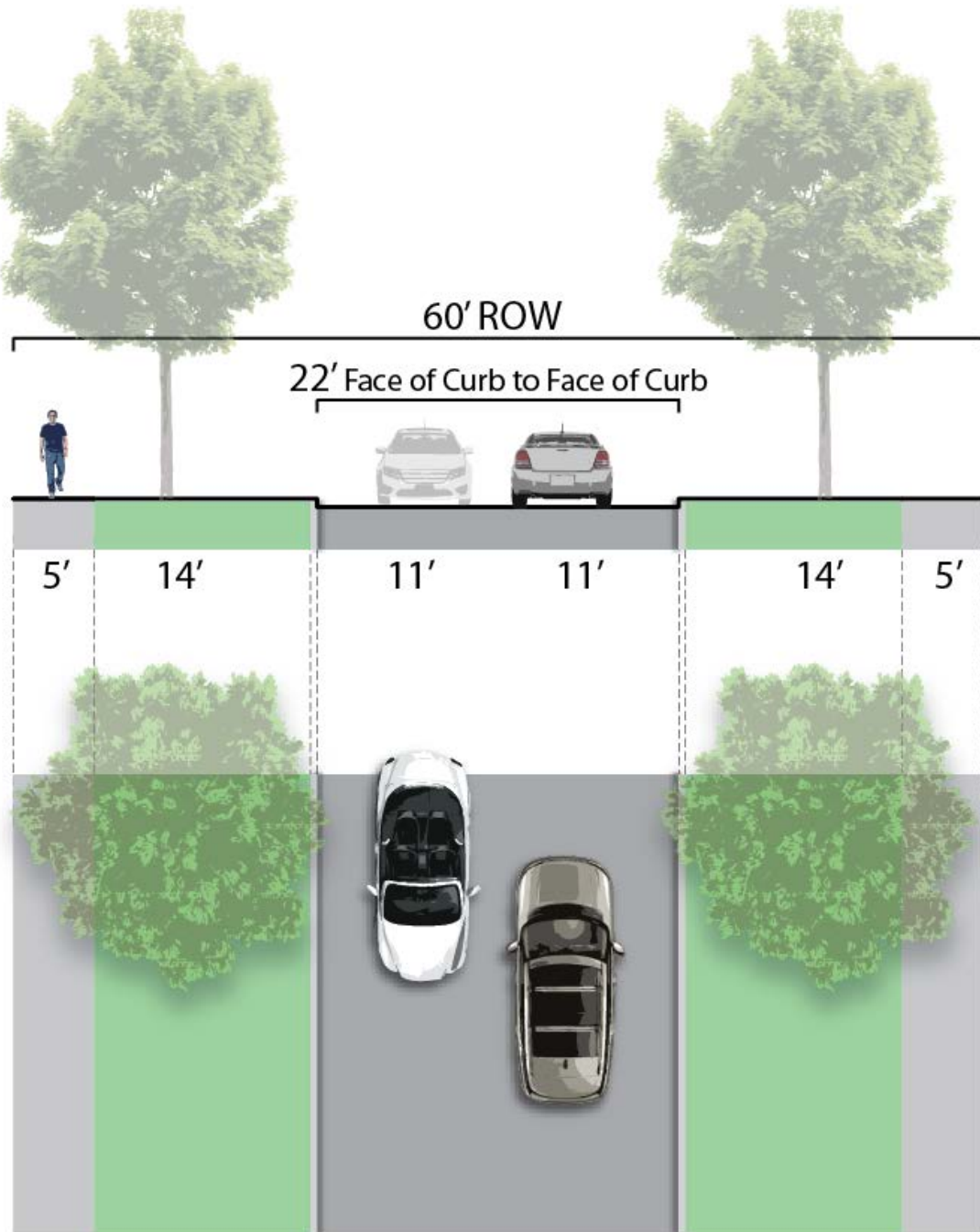


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## CIRCULATION SYSTEM DESIGN

### Street Type C

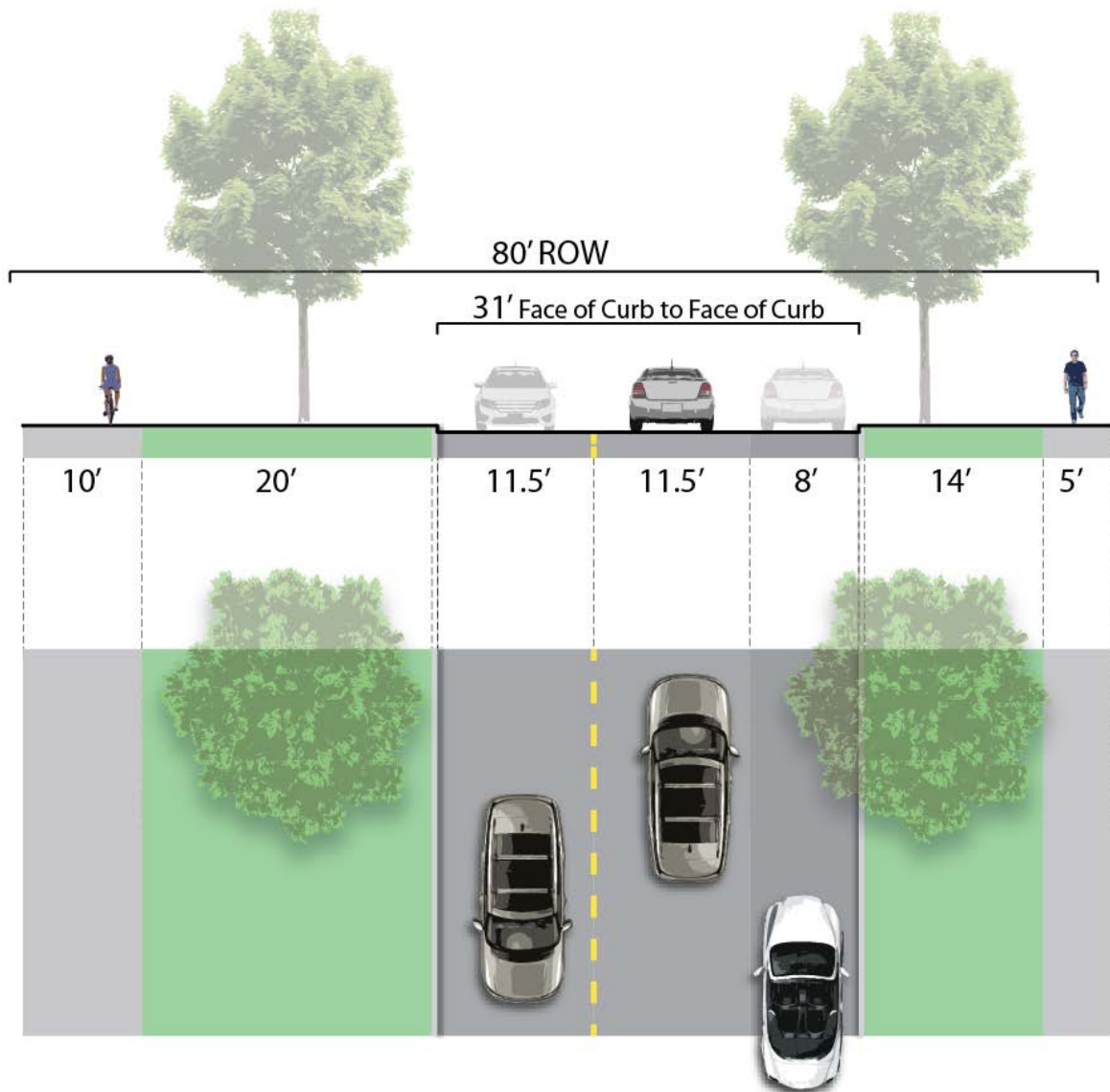
Local street with no parking – to be applied to subdivisions where development type/pattern includes ample off street parking accommodations including parking areas for visitors/guests typically maintained through a homeowner association or other private entity.



## CIRCULATION SYSTEM DESIGN

### 2. Collector/Arterial Street

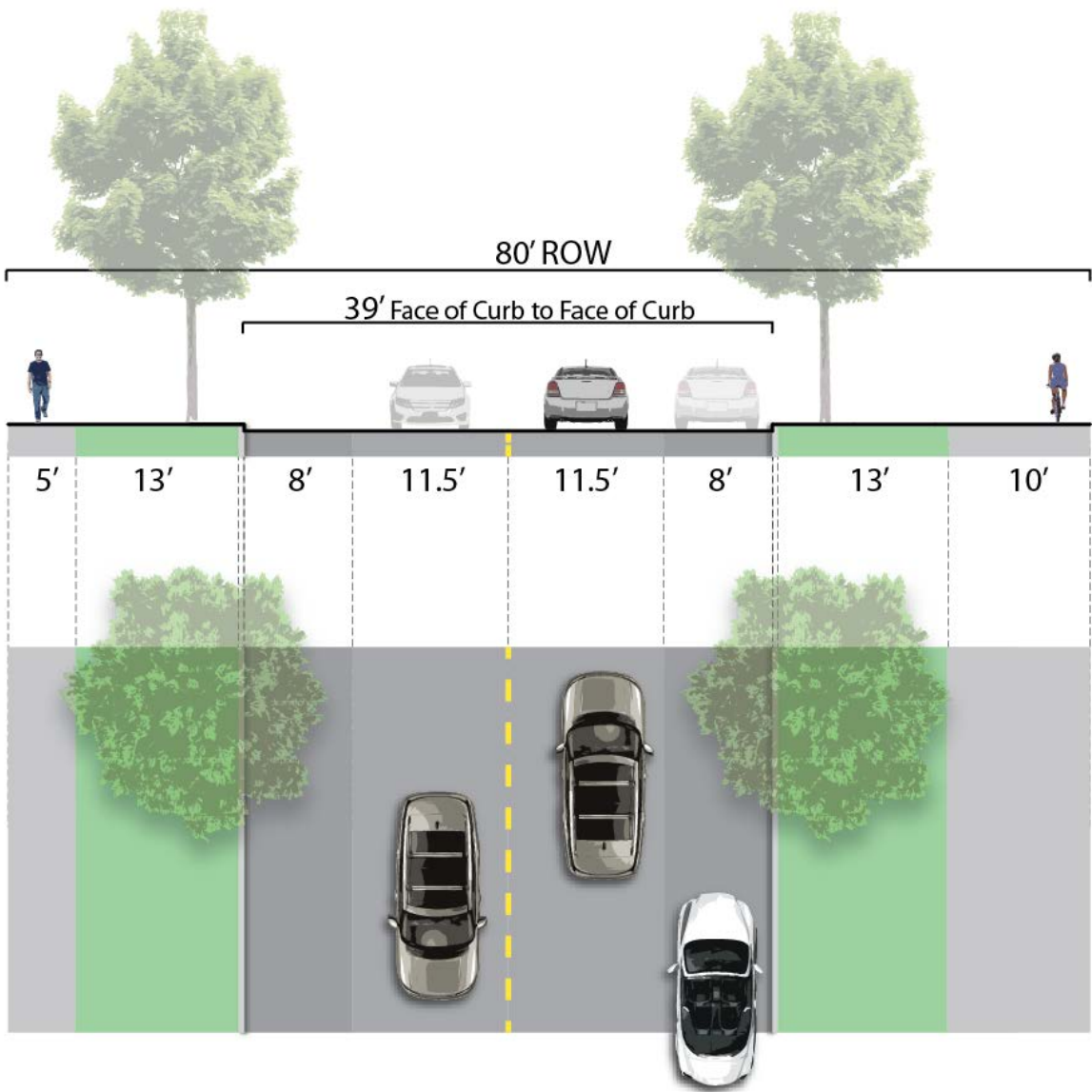
Street Type D Collector Street through residential neighborhood with parking on one side



CIRCULATION SYSTEM DESIGN

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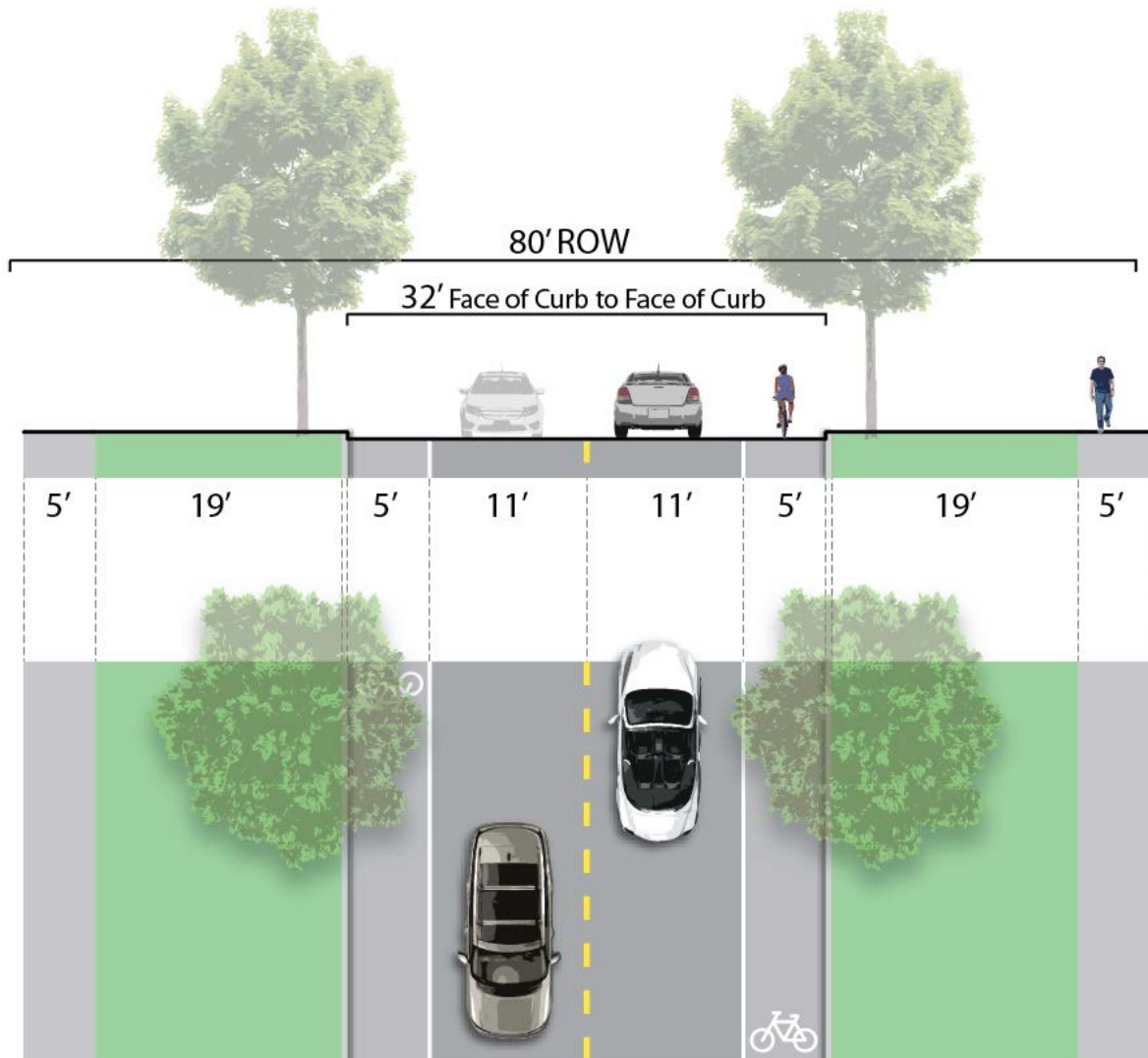
Street Type E      Collector Street in residential neighborhood with parking on both sides



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## CIRCULATION SYSTEM DESIGN

Street Type F Collector Street in residential neighborhood with no street parking and bike lanes on street

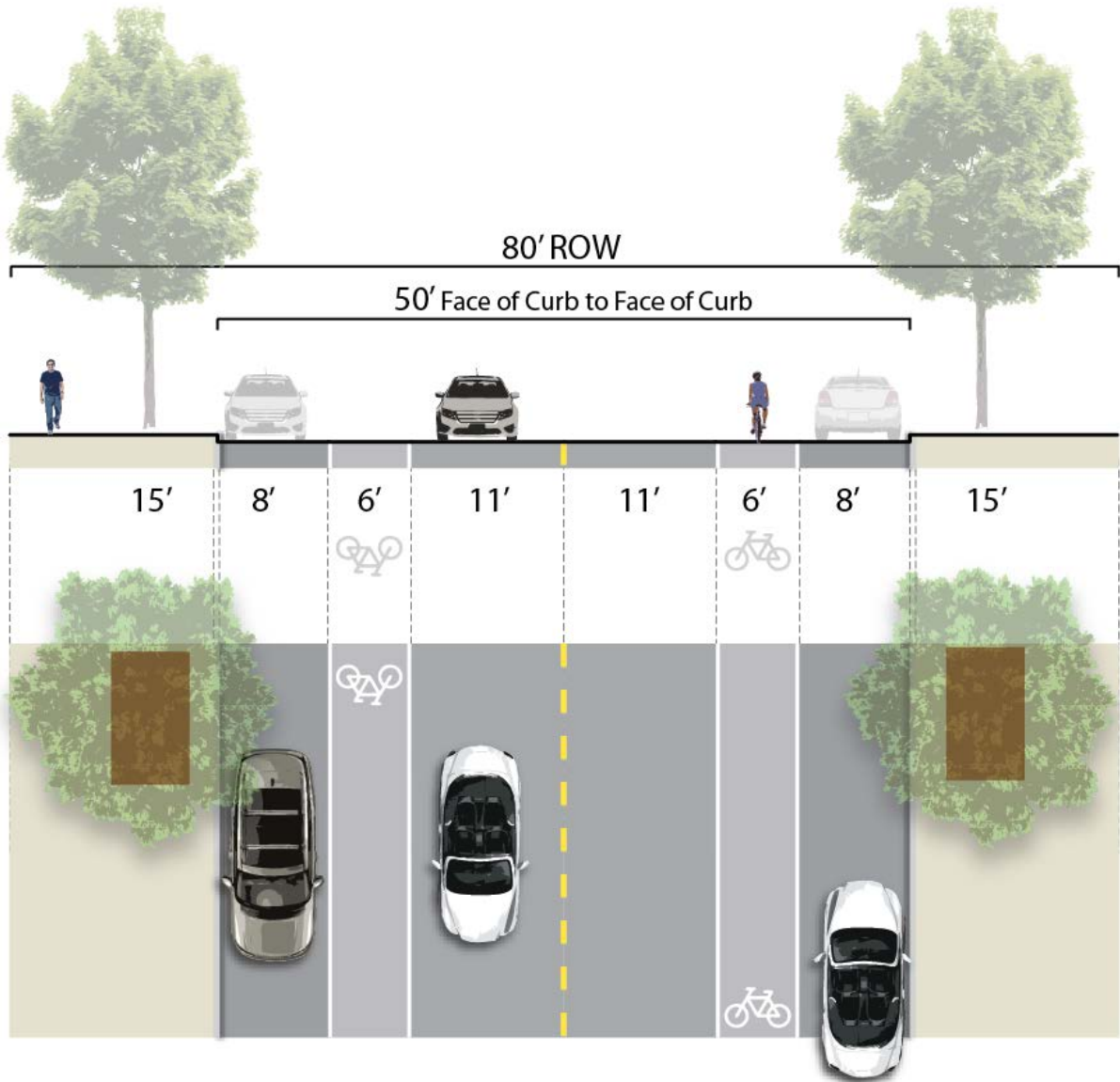


## CIRCULATION SYSTEM DESIGN

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Street Type G

Collector Street in commercial neighborhood with on street parking and bike lanes on street

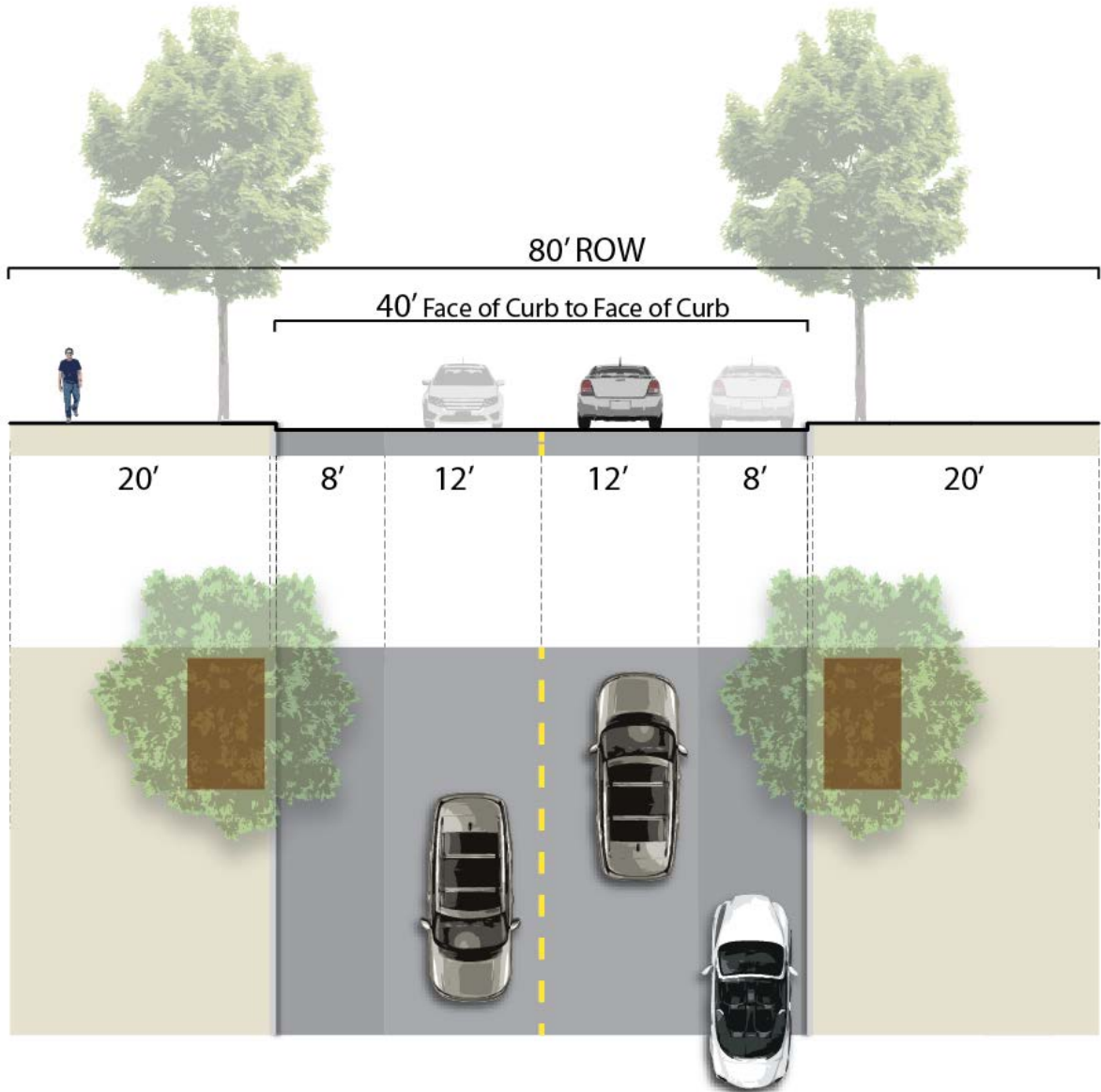


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## CIRCULATION SYSTEM DESIGN

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Street Type H Collector Street in commercial neighborhood with parking on both sides



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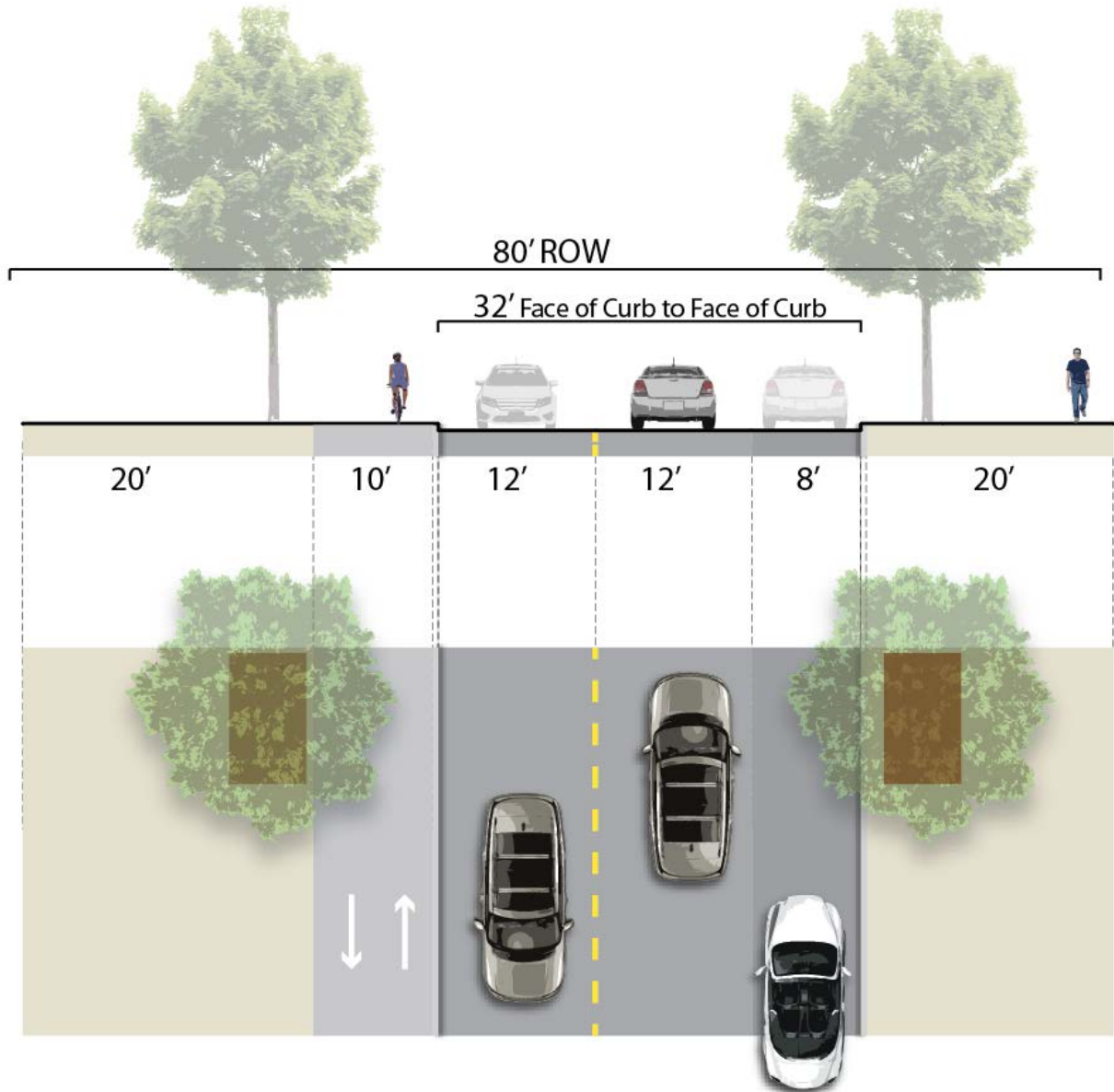
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## CIRCULATION SYSTEM DESIGN

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Street Type I

Collector Street in commercial neighborhood with parking on one side



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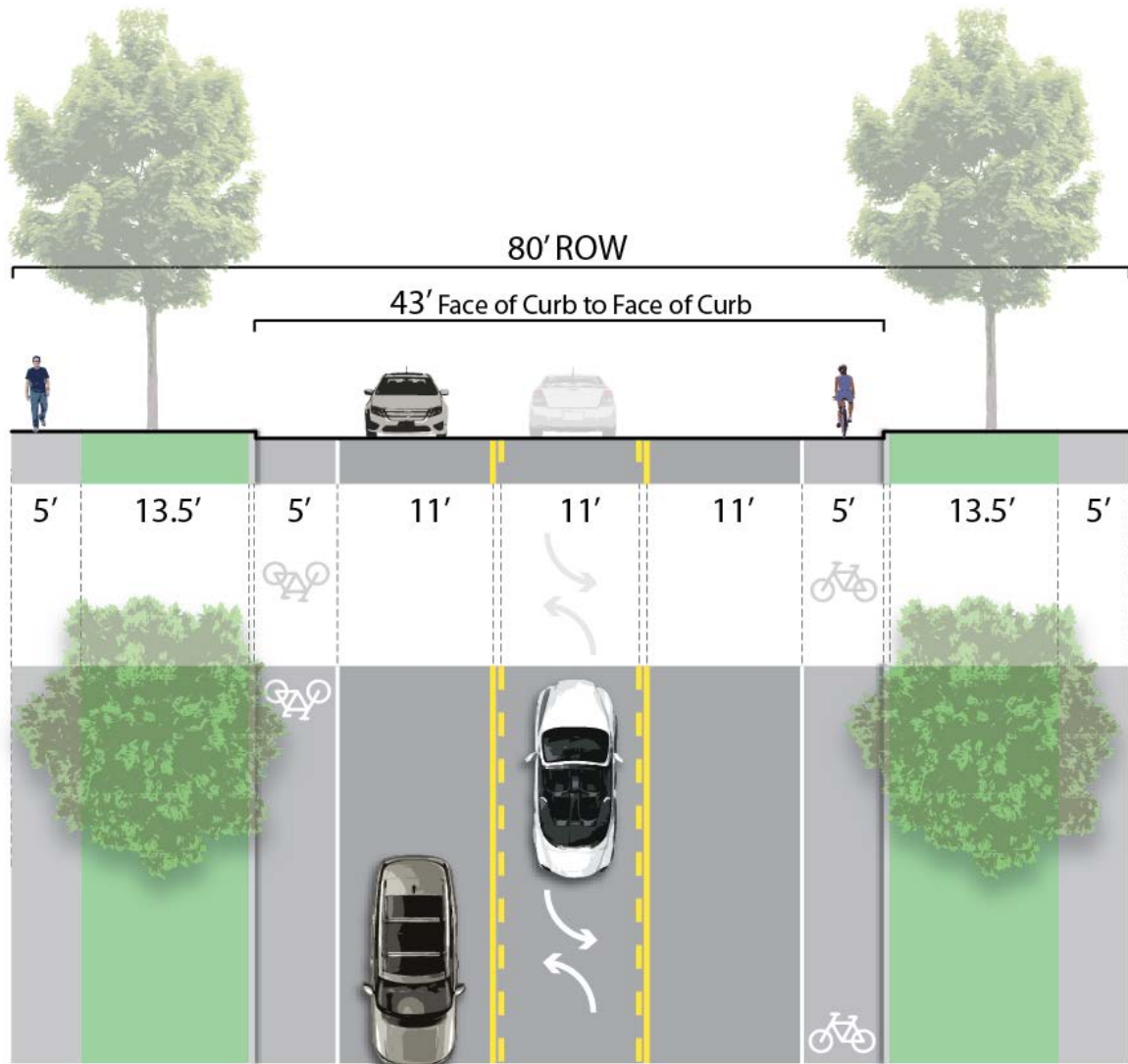
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## CIRCULATION SYSTEM DESIGN

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Street Type J

Collector Street in commercial neighborhood 3 lane complete street configuration

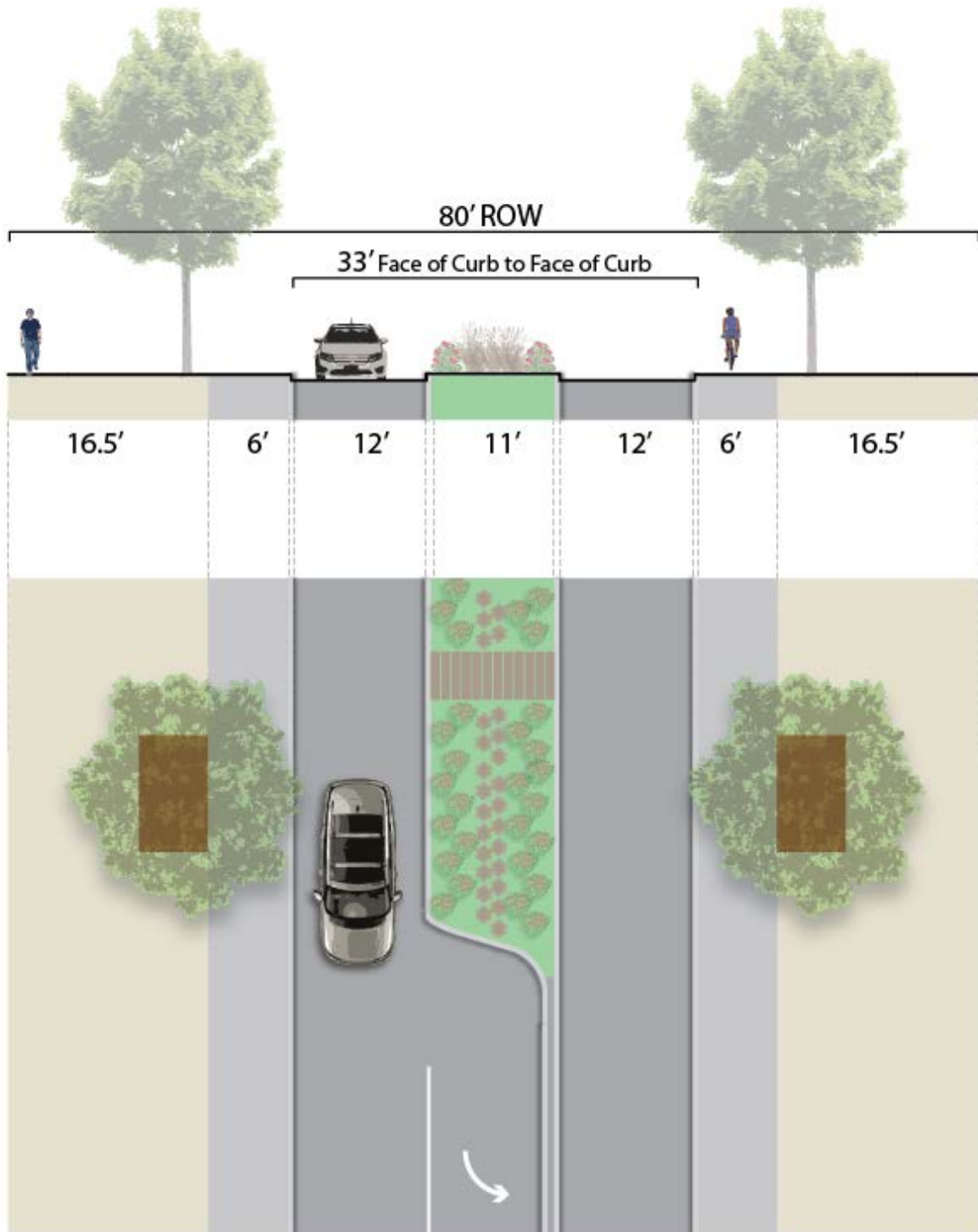


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## CIRCULATION SYSTEM DESIGN

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Street Type K Collector Street in Commercial neighborhood with landscaped median and no parking



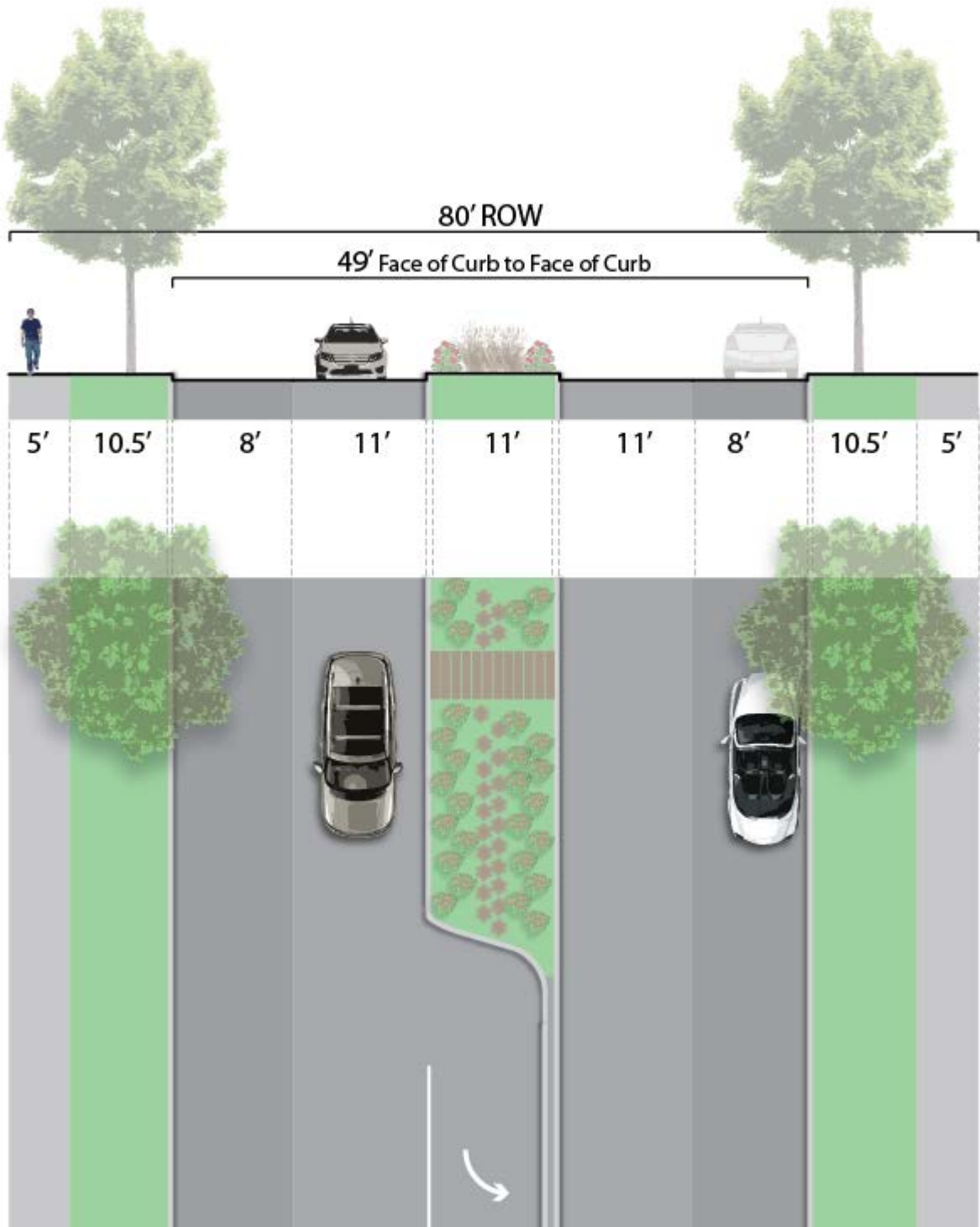
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## CIRCULATION SYSTEM DESIGN

67  
68

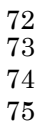
Street Type L

Collector Street in Residential or Commercial area neighborhood  
landscaped median and on street parking



69  
70

## Collector Street in Residential neighborhood with landscaped median



## CIRCULATION SYSTEM DESIGN

Street Grades. Streets and alleys shall be completed to grades, which have been officially determined or be graded to the full width of the right-of-way and adjacent side slopes graded to blend with the natural ground level. The maximum grade shall not exceed six (6) percent for main and secondary thoroughfares, or ten (10) percent for main or local service streets. All changes in grades on major roads or highways shall be connected by vertical curves of a minimum length in feet equivalent to twenty (20) times the algebraic difference between the rates of grades, or greater, if deemed necessary to the City Infrastructure and Public Facilities Director; for minor streets, fifteen (15) times. The grade alignment and resultant visibility, especially at the intersections, shall be worked out in detail to meet with the approval of the City Infrastructure and Public Facilities Director.

**TABLE 5-3: Curb, Sidewalk, and Trail Requirements**

| <i>Street Type</i>                                                                                                                                                                                                                                                                                                                                                                                   |  | <i>Curb/<br/>Shoulder</i> | <i>Sidewalk</i>                                                                                                                                    | <i>Bike Trail Type</i>                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>Cul-de-sac</b>                                                                                                                                                                                                                                                                                                                                                                                    |  | Required                  | Not Required if the cul-de-sac has no pedestrian connection through the end of the cul-de-sac to a public trail, park, school or other destination | NA                                                                                   |
| <b>Local</b>                                                                                                                                                                                                                                                                                                                                                                                         |  | Curb                      | Both sides                                                                                                                                         | Bike Boulevard                                                                       |
| <b>Collector</b>                                                                                                                                                                                                                                                                                                                                                                                     |  | Curb                      | Both sides – or paired with an off street multi-purpose trail                                                                                      | Bike Boulevard or On Street Bike Lanes or off-street multi-purpose trail (side path) |
| <b>Arterial</b>                                                                                                                                                                                                                                                                                                                                                                                      |  | Curb                      | Both Sides – or paired with an off street multi-purpose trail                                                                                      | Off street multi-purpose trail (side path)                                           |
| <ul style="list-style-type: none"> <li>Arterial right-of-way design and width is determined by state standards and designation of individual street or roadway segment.(See <a href="#">SUDAS</a> manual)</li> <li>Sidewalk and trail configurations in PUDs shall be consistent with the goals and policies outlined in the comprehensive plan and shall be subject to the approved PUD.</li> </ul> |  |                           |                                                                                                                                                    |                                                                                      |

# 6

## ARTICLE SIX

---

### 6-1 Purpose

The purpose of this Article is to assure that all subdivisions developed in the City of Storm Lake and its jurisdiction is adequately furnished with necessary public services. These services include adequate water, waste management, and storm water drainage utilities; and park and open space resources.

### 6-2 Water

#### a. Connection

1. All installations shall be properly connected to an approved and functioning community water system.
2. If a public water supply system is proposed to be provided to an area within a six-year period from the time of platting, as indicated in an officially adopted document of the City or other authorized agency, the City may require installation of a capped system or dry lines. Alternately, the City may require a payment in lieu of the improvement, to be credited toward the extension and extension of the subdivision to a future public water supply.
3. All proposals for new water supplies, extensions, or main installation shall be approved by the City of Storm Lake.

#### b. Capacity

1. The water supply system shall be adequate to handle the necessary flow, based on complete development of the subdivision.
2. The demand rates for all uses, including emergency fire demand, shall be included in the computation of total water demand.
- ~~3.~~ Fire protection shall be furnished for any development connected to the municipal water system.
4. Hydrants spaced for necessary fire flow and provided with adequate means of drainage. The City Infrastructure and Public Facilities Director and Fire Chief shall approve the type and placement of hydrants. All lines serving hydrants shall be at least six inches in diameter, should be circulating lines, and should carry appropriate state approvals.

## PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

5. Installation of water systems shall conform to community design standards in use within the City of Storm Lake.
6. A certification from a registered Professional Engineer shall be filed with the City of Storm Lake certifying that the water supply system of the subdivision is designed and constructed in accordance with the requirements of this Section; and all applicable standards of the State of Iowa. This certification shall be affixed to an accurate set of "as-built" system plans.
7. All state requirements shall be met and approvals from the Department of Natural Resources shall be obtained for all water systems.

### 6-3 Sanitary Sewers

#### a. Connection

1. All installations shall be properly connected to an approved and functioning sanitary sewer system prior to issuance of a certificate of occupancy.
2. If a sanitary sewer system is to be provided to an area within a six-year period, as indicated in an officially adopted document of the City, the County, the Iowa Department of Health, or other authorized agency, the City may require installation of a temporary alternative system, capped system or dry lines.
3. All proposals for new public sanitary sewer systems or extensions of existing systems shall be approved by appropriate public agencies.
4. All state requirements shall be met and approvals from the Department of Natural Resources shall be obtained for all waste disposal systems.

#### b. Capacity

1. The sanitary sewer system shall be adequate to handle the necessary flow, based on complete development of the subdivision.
2. Installation of sanitary sewer systems shall conform to community design standards in use within the City of Storm Lake.
3. A certification from a registered Professional Engineer shall be filed with the City of Storm Lake certifying that the sanitary sewer system of the subdivision is designed and constructed in accordance with the requirements of this Section; and all applicable standards of the State of Iowa. This certification shall be affixed to an accurate set of "as-built" system plans.

## PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

### 6-4 Storm Water Management

#### a. Design

1. All subdivisions shall have a storm water management system that is adequate to properly manage the volume, rate, and quality of storm water runoff from the site. .
2. The design of the storm water management system shall be consistent with general and specific concerns and standards of the Comprehensive Plan, the City's Storm Water Management Ordinance and the drainage control programs of applicable public agencies. Design shall be based on environmentally sound site planning and engineering techniques.
3. To the maximum degree possible, drainage from subdivisions shall conform to natural contours of land and not disturb pre-existing drainage ways.
4. Adjacent properties shall not be unduly burdened with surface water from the subdivision. Specifically:
  - (a) There may be no unreasonable impediment of water from higher adjacent properties across the subdivision, causing damage to lower properties.
  - (b) No action shall unreasonably collect and channel storm water onto lower properties. The volume or rate of post-development run off shall not exceed the amount of pre-development runoff, and is to be managed in a manner consistent with Iowa statute and existing case law regarding such flows.
5. Design shall use the best available technology to minimize off-site runoff, encourage natural filtration, grey water reuse, simulate natural drainage, and minimize discharge of pollutants. Best available technology may include retention basins, swales, bio-swales, rain gardens, porous paving, and terracing.
6. No surface water may be channeled into a sanitary sewer system.
7. Where possible, a subdivision's drainage system shall coordinate with that of surrounding properties or streets.
8. All storm water design shall be reviewed and approved by the consulting City Engineer. The preliminary plat submission must include preliminary drainage computations and demonstrations that the proposed storm water management system meets the requirements of this Section. A certification from a registered Professional Engineer shall be filed with the City of Storm Lake certifying that the storm water management system of the subdivision is designed and constructed in accordance with the requirements of this Section; and all applicable standards of the State of Iowa. This certification shall be affixed to an accurate set of "as-built" system plans.

#### b. Erosion Control

1. With the submission of the preliminary plat, the subdivider shall submit an erosion control plan, prepared and certified by a licensed Professional Engineer, for any land

## PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

disturbing activity. All grading activities must be carried out consistent with this approved erosion control plan and Storm Water Management Plan.

### 6-5 Easements

#### a. Utility Easements

1. Easements for utilities shall be provided for in the subdivision dedication allowing for the construction, maintenance, repair, and replacement of such facilities in a five foot wide strip of land adjoining all front and side property lines; and a ten foot wide strip of land adjoining all rear property lines.

#### b. Drainage Easements

Where a watercourse, drainage way, crosses a subdivision channel, or stream, a storm water easement or drainage right-of-way shall be provided. It shall correspond generally with the extent of such watercourse, together with any additional construction or expansion necessary to allow it to conduct storm water adequately. Parallel streets or parkways may be utilized to preserve such drainage ways.

#### c. Setback Requirements for Structures Adjacent to Creeks and Drainage Ways

1. In addition to other applicable provisions of city ordinances, no persons shall be granted a permit for the construction of any structure, exclusive of fences, bank stabilization structures, poles signs, and non-related parking areas adjacent to any creek or stream unless such structure is located so that no portion whereof is any closer to the stream than will allow a maximum 3:1 slope between the water's edge (during normal flow conditions) of the stream and the closest point of the structure at-grade.

#### d. Other Easements

The subdivision shall provide easements for other public utilities that cross through it, in a form acceptable to the City or appropriate public agency.

### 6-6 Dedications

Before final plat approval is granted to the subdivision, dedications to public use of all streets, alleys, other public right-of-ways, or other parks and public lands shall be completed as required by this Ordinance.

#### a. Public Parkland Dedication Purpose and Applicability

1. The purpose of this section is to regulate the use and development of land so as to assure that new developments provide for the health, safety and welfare of future residents by providing land for public parks within the City and within areas being newly developed or redeveloped for residential purposes.

## PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

2. Any Developer who seeks to develop land for residential purposes shall be required to dedicate public parkland.
3. No new plats or site plans for residential development shall be approved unless and until the provisions of this section are complied with, including a depiction of the parkland on the plat in compliance with this section.

b. Computation of the Amount of Public Parkland Required.

This subsection shall prescribe the minimum amount of space to be provided in a proposed development for use as a public park.

1. The amount of public parkland required to be dedicated in a proposed development shall be five percent (5%) of the gross acres in the residential development. The desired minimum area for a neighborhood park is one acre. Subdivisions that require less than one acre shall be provided alternative means to meet the parkland dedication requirements as outlined in subsection c. below.
2. The dedicated public parkland may include waterways and ponds, provided the area of such waterways and ponds is not used to satisfy the amount of public parkland required.
3. Dedicated public parkland shall not be used to satisfy required stormwater management standards, except in cases where creative use of best management practices can integrate public park uses with stormwater infrastructure. In no cases shall more than 25% of dedicated public parkland be utilized to satisfy required storm water management standards.
4. In the case of change of use, redevelopment, or expansion or modification of an existing use which requires the approval of an amended plat or site plan, the above space requirements for public parkland shall be based upon the new lots or new units being proposed for development.
5. Where proposed subdivisions abut undeveloped lands, the dedicated public parkland shall be located adjacent to the subdivision boundaries with the undeveloped land, at the discretion of the City Council, to allow the public parkland to be increased in size when the adjacent property develops.
6. Requirement of Dedication and Installation of Land or Easements for Trails. Where bike/pedestrian or recreational trails are indicated in the Comprehensive Plan the Developer shall be required to dedicate land or trail easements at least ten (10) feet in width. Furthermore, the Developer is required to install the trails to the width and specifications as required by the City. This land or easements, if approved by the City Council, may serve to satisfy parkland dedication requirements.

c. Alternative to Dedication of Public Parkland Provided.

If a Developer does not desire to dedicate public parkland required in this section, the Developer may make a request to the City Council that the Developer be allowed to meet the requirements of this section through other arrangements agreeable to the City Council and the Developer as long as such agreement provides equal value to the City. Such arrangements shall be made between the City Council and the Developer in the form of a Development Agreement.

# 7

## ARTICLE SEVEN

---

### 7-1 Purpose

The purpose of this Article is to ensure the equitable financing and proper installation and maintenance of required streets, utilities, and other improvements. The guarantee shall be structured to provide adequate assurances to the City while not adding unnecessary costs to the developer.

### 7-2 Application

This article applies to subdivisions, which require the installation of streets, utilities, or other public improvements by the City or developer.

### 7-3 Responsibility of Sub Divider

The subdivider shall be responsible for the installation and/or construction of all improvements required by this Ordinance and shall warrant the design, materials, workmanship, construction, and performance of such improvements for two years after the date of completion.

### 7-4 Subdivision Agreement

#### a. Condition for Approval of Plat

As a condition for final approval, each subdivision plat must include a subdivision development agreement entered into between the City of Storm Lake and the subdivider. No contract for the construction of public improvements involving a subdivision within two miles of the corporate limits of Storm Lake shall be awarded without adequate provisions for the construction, operations, and maintenance of a private sanitary sewer system.

#### b. Rules for Distributing Improvement Costs

Generally, the following rules shall be followed in distributing costs for public improvements:

1. Public Costs: Allowable public costs will be those items that have demonstrable benefit to the general public. These items may include:
  - (a) Pavement width in excess of 32 feet for streets designated as collector or arterial streets in the Storm Lake Comprehensive Plan or any subsequent amendment thereof. On collector and arterial streets the additional cost shall be borne by the City or other public agency.
  - (b) The incremental cost of water mains over six inches.

## IMPROVEMENT FINANCING AND GUARANTEES

- (c) Oversized storm sewers or drainage structures required serving other areas in the watershed. Such expenses may also be assessed on an area basis to properties served by the improvement.
  - (d) Sanitary outfall sewers or water lines outside of the limits of a District that serve areas larger than that of the District, provided that such extension is consistent with the sequencing of development specified in an approved master plan or planned unit development.
  - (e) The additional costs of sanitary sewers over 8 inches in diameter, when the City requires such sewers.
  - (f) Park and recreation facilities consistent with the Comprehensive Plan or an approved Park System Plan.
2. Private Costs: Allowable special assessment costs will be those items that have direct benefit primarily to adjacent properties. These items may include:
- (a) The entire cost of grading street rights-of-way, including intersections.
  - (b) All sanitary sewer lines serving the subdivision up to 8 inches and water lines serving the subdivision up to 6 inches.
  - (c) All paving and street construction, including curbs and gutters, up to a roadway width of 32 feet.
  - (d) A storm water management system adequate to provide for the collection, retention, and treatment of surface runoff, extending to the boundaries of the subdivision.
  - (e) Sidewalks as required by this Ordinance. Construction of sidewalks may be delayed until after completion of site grading and construction, but must be completed prior to occupancy of the structure.
  - (f) The contract charge for underground electrical and gas service.
  - (g) An iron rod not less than one-half inch in diameter and 24 inches in length as follows:
    - (1) Set in concrete three feet deep at the intersection of all lines forming angles in the boundary of the subdivision and at all street intersections.
    - (2) At lot corners and changes in direction of block and lot boundaries.
3. The subdivider in lieu of installing and constructing said improvements at his/her expense, may, along with all owners of property to be affected by such improvements and all perfected lien holders, petition the Council to cause the construction of such improvements. This petition shall waive any required resolution of necessity, any applicable limitations of the amount, which could be, assessed against subdivision

## IMPROVEMENT FINANCING AND GUARANTEES

property owners including intersection costs, and other costs normally paid by the City in special assessment projects.

### 7-5 Performance Guarantees

#### a. Required Guarantees

As a condition of the final approval of the plat and prior to its recording with the Buena Vista County Recorder, the City Council shall require and accept the following:

1. The furnishing of a performance bond, letter of credit, cash escrow, or other guarantee in a form acceptable to the City, in an amount not to exceed 120% of the estimated cost of the improvement installation.
2. A specification of the time allowed for the installation of improvements. This period may be extended by the City Council at the request of the applicant after demonstrating the reasonable need for the extension.
3. The performance guarantee amount and requirement, along with the permitted time for installation, shall be included within the Subdivision Development Agreement negotiated between the City and the Developer and approved with the Final Plat.

### 7-6 Notification of Completion and Acceptance by City

#### a. Notification

Upon substantial completion of all required improvements, the developer shall notify the Zoning Administrator in writing, as well as submitting a certification from a registered Professional Engineer, attesting to the adequacy of the installation.

#### b. Inspection and Acceptance

1. The City's designee shall inspect all installations, and shall approve, partially approve, or disapprove the installation. Upon completion of improvements, he/she shall file a statement with the City Council and Zoning Administrator certifying that the improvements have been completed satisfactorily or listing the defects in the improvements.
2. If the installation is approved, the Zoning Administrator shall notify the Developer of acceptance in writing. Such acceptance shall release the developer from liability pursuant to the performance guarantee for the installation. The City has the right to retain up to 10% of the value of the performance guarantee for a period of up to one year from the date of acceptance to remedy any deficiencies, which appear during that period.
3. If improvements are not accepted or not completed within the specified time, the performance guarantee shall be forfeited and used by the City to complete satisfactory installation of improvements.

## IMPROVEMENT FINANCING AND GUARANTEES

4. No occupancy permits shall be issued for a subdivision unless the installation of improvements has been inspected and approved in full by the designee of the City.

c. Improvements within the two mile Jurisdiction

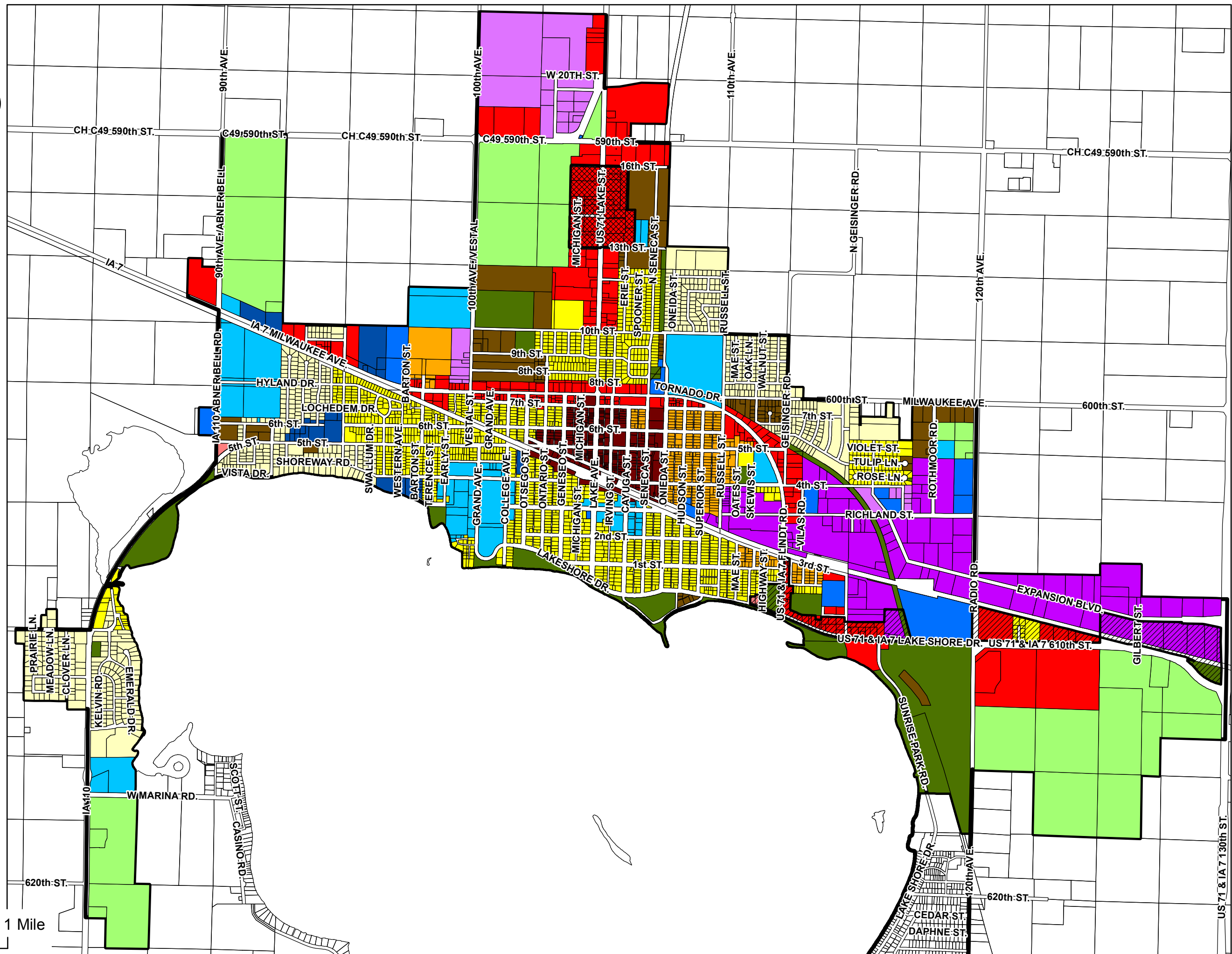
1. Improvements in the two-mile jurisdiction shall be the same as required above, provided that they are not less than required by county subdivision policy and that all road and drainage plans shall be approved by the County Engineer. The County Board of Supervisors for public maintenance shall accept all completed roads.
2. Where the subdivision contains physical facilities necessary for the welfare of the area, which are of common use or benefit, and which are not or cannot be satisfactorily maintained by an existing public agency, other satisfactory legal provision shall be made for the proper and continuous maintenance of such facilities and shall be identified as part of the subdivision development agreement.





## Zoning Districts

- 



## Zoning Comparisons: R-2, R-4, IN-2, IN-3

**Table 4-1 Zoning District Purpose Statements**

|      |                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| R-2  | Low Medium Density Residential (4-8 du/ac net)       | This district is intended to provide for low to medium-density residential neighborhoods, characterized predominantly by single-family dwellings on moderately sized lots with supporting community facilities and urban services. The district also permits duplexes, two-family units, and townhouses subject to appropriate standards and applies to much of the established part of Storm Lake. It provides special regulations to encourage innovative forms of housing development. It adapts to both established and developing neighborhoods, as well as transitional areas between single-family and multi-family neighborhoods. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure. Net densities will not exceed eight units per acre. |
| R-4  | High Density Residential (greater than 12 du/ac net) | This district is intended to provide locations primarily for multiple-family housing, with supporting and appropriate community facilities. The predominant housing pattern in the R-4 district is stacked (3-4 story) apartment or condominium type housing. The district would also include limited townhome or rowhouse housing types. It also permits some non-residential uses such as offices as conditional uses, to permit the development of mixed-use neighborhoods. Maximum densities will be based on the sites ability to adequately serve the development with municipal infrastructure, fire and safety needs, and traffic capacity.                                                                                                                                                                                              |
| IN-2 | Institutional Facilities                             | This district reserves areas for educational and religious purposes, particularly in campus settings. The district is designed to minimize impacts on adjacent land uses while allowing these important civic institutions to be located throughout the community.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| IN-3 | Hospital Medical Facilities                          | This district accommodates commercial and professional uses associated with the community's role as a regional medical center including the hospital, laboratories, clinics, nursing homes, physical fitness/rehab centers, and medical offices. Its regulations are intended to minimize traffic congestion and buffer adjacent uses, particularly residential, from negative impacts.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

**Table 4-2 Permitted and Conditional Uses by Zoning Districts**

| USES                                      | R-2 | R-4 | IN-2 | IN-3 | Additional Regulations |
|-------------------------------------------|-----|-----|------|------|------------------------|
| <u><b>Agricultural Uses</b></u>           |     |     |      |      |                        |
| Community Garden                          | C   | C   | C    | C    |                        |
| Home Garden                               | P   | P   | P    | P    | 602                    |
| Market or Community Supported Agriculture | C   | C   | C    | C    |                        |
| Urban Animal Husbandry                    | P*  | P*  | P*   | P*   | 602b                   |
| Urban Farm                                | C   | C   | C    | C    |                        |
| <u><b>Residential Uses</b></u>            |     |     |      |      |                        |
| Boarding House for Students               | C   |     | P    |      |                        |
| Co-Housing                                |     | P   | P    |      | 603b                   |
|                                           |     |     |      |      |                        |
| USES                                      | R-2 | R-4 | IN-2 | IN-3 | Additional Regulations |
| Duplex ( or Two Family Residential)       | P   | P   | P    | P    |                        |
| Group Residential                         |     | P   | P    | P    |                        |
| Manufactured Housing                      | P   | P   |      |      | 216 (1)<br>603f        |
| Mobile Home Park                          |     | C   |      |      | 603g                   |
| Mobile Home Subdivision                   |     | C   |      |      | 603h                   |
| Multiple-Family                           | P   | P   | P    | P    |                        |
| Single-Family Attached                    | P   | P   | P    | P    |                        |
| Single-Family Detached                    | P   |     | P    | P    | 603a                   |
| Townhouse                                 | P   | P   | P    | P    | 603c                   |
| <u><b>Civic Uses</b></u>                  |     |     |      |      |                        |
| Administration                            |     | C   | P    | P    |                        |

|                         |   |   |   |   |      |
|-------------------------|---|---|---|---|------|
| Clubs/Community Centers | C | C | P | P | 604a |
|-------------------------|---|---|---|---|------|

| USES                    | R-2 | R-4 | IN-2 | IN-3 | Additional Regulations |
|-------------------------|-----|-----|------|------|------------------------|
| College/University      | C   | C   | P    |      |                        |
| Convalescent Facilities | C   | C   |      | P    |                        |
| Cultural Facilities     | C   | C   | P    |      |                        |
| Day Care (Limited)      | P   | P   | P    | P    | 604b                   |
| Day Care (General)      | P   | P   | P    | P    | 604b                   |
| Emergency Res.          | P   | P   |      | P    |                        |
| Group Care Facility     | C   | P   | P    | P    | 604c                   |
| Guidance Facilities     |     |     |      | P    |                        |
| Health Care             |     | C   |      | P    |                        |
| Helipads                | C   | C   |      | C    | 604d                   |
| Hospitals               | C   | C   |      | P    |                        |
| Maintenance Fac.        |     |     | C    | C    |                        |
| Parks/ Recreation       | P   | P   | P    | P    |                        |
| Primary Education       | C   | C   | P    |      |                        |
| Public Assembly         |     |     | P    | P    |                        |
| Religious Assembly      | C   | C   | P    | P    |                        |

|                 |   |   |   |  |  |
|-----------------|---|---|---|--|--|
| Safety Services | C | P |   |  |  |
| Secondary Educ. | C | C | P |  |  |
| Utilities       | C | C |   |  |  |

#### Office Uses

|                    |  |   |   |   |  |
|--------------------|--|---|---|---|--|
| Financial Services |  | C |   |   |  |
| General Offices    |  | C | P | P |  |
| Medical Offices    |  | C |   | P |  |

#### Commercial Uses

|                    |   |   |   |   |      |
|--------------------|---|---|---|---|------|
| Bed and Breakfast  | C | C | P | P | 605d |
| Bus. /Trade School |   |   | P |   |      |

| USES                                  | R-2 | R-4 | IN-2 | IN-3 | Additional Regulations |
|---------------------------------------|-----|-----|------|------|------------------------|
| Funeral Services                      |     |     |      | P    |                        |
| Laundry Services                      |     |     | C    |      |                        |
| Liquor Sales                          |     |     | C    |      |                        |
| Personal Improve                      |     | C   |      |      |                        |
| Personal Services                     |     | C   |      |      |                        |
| Research Services                     |     |     | P    |      |                        |
| Retail (Limited)                      |     | C   |      |      |                        |
| <u>Parking Uses</u>                   |     |     |      |      |                        |
| Off-Street Parking                    |     |     | P    | P    |                        |
| Parking Structure                     |     |     | P    | P    |                        |
| <u>Miscellaneous Uses</u>             |     |     |      |      |                        |
| Alternative Energy Production Devices | C   | C   | C    | C    |                        |
| Amateur Radio Tower                   | P   | P   | P    | P    | 703b                   |
| Wind Energy Conservation Sys.         | C   | C   | C    | C    | 703d                   |

**Table 4-3a Summary of Residential Site Development Regulations**

| Regulation                                 | R-2                                                              | R-4              |
|--------------------------------------------|------------------------------------------------------------------|------------------|
| Minimum Lot Area (square feet)<br>(Note 1) | 7,200<br>(1-fam)<br>8,400<br>(other)                             | (Note 5)         |
| Minimum Lot Width (feet)                   | 60<br>(1-fam)<br>70<br>(other)                                   | 50<br>(Note 4)   |
| Site Area per Housing Unit (square feet)   | 7,200<br>(1-fam)<br>4,200<br>(duplex)<br>3,000<br>(Other resid.) | (Note 5)         |
| Minimum Yards (feet)                       |                                                                  |                  |
| Front Yard (Note 8)                        | 25                                                               | 25               |
| Street Side Yard (Note 8)                  | 25                                                               | 15               |
| Interior Side Yard                         | 7<br>(Note 2)                                                    | 10<br>(Note 2,6) |
| Rear Yard                                  | 25                                                               | 20               |
| Maximum Height (feet)                      | 65                                                               | 65               |
| Maximum Building Coverage                  | 40%                                                              | 50%              |
| Maximum Impervious Coverage                | 45%                                                              | 60%              |

**Table 4-3b Summary of Non-Residential Site Development Regulations**

| Regulation                               | IN-2     | IN-3     |
|------------------------------------------|----------|----------|
| Minimum Lot Area (square feet)           | 12,000   | 12,000   |
| Minimum Lot Width (feet)                 | 100      | 100      |
| Site Area per Housing Unit (square feet) | (Note 3) | (Note 3) |
| Minimum Yards (feet)                     |          |          |
| Front Yard                               | 20       | 20       |
| Street Side Yard                         | 20       | 20       |
| Interior Side Yard                       | 20       | 20       |
| Rear Yard                                | 20       | 20       |
| Maximum Height (feet)                    | 65       | 65       |
| Maximum Building Coverage                | 50%      | 50%      |
| Maximum Impervious Coverage              | 70%      | 70%      |

## **Notes to Preceding Pages: Table 4-3a and 4-3b**

### **Note 1:**

The Comprehensive Plan encourages alternative development patterns that allow for conservation development and rural estate type housing patterns. Residential development in the RES district is encouraged to be designed in a manner to facilitate future extension of urban services. Lot sizes smaller than five acres can be done through the platting process only.

### **Note 2:**

See Section 603 for supplemental regulations governing single-family attached and townhouse residential use types.

### **Note 3:**

7,200 square feet for single-family lots; 4,200 square feet per unit for duplex or two-family residential; 3,000 per unit for townhouse residential buildings subject to districts in which applicable lots are permitted uses.

### **Note 4:**

See Section 603 for supplemental regulations regarding modifications of lot width for townhouse residential use type.

### **Note 5:**

7,200 square feet for single-family lots; 4,200 square feet per unit for duplex or two-family residential; 3,000 per unit for townhouse residential buildings. For multi-family development, 6,000 square feet for the first unit, 1,200 square feet for each additional unit up to 12 units and 750 square feet for each additional unit over 12 units. Density of multi-family residential may exceed this maximum, subject to approval of a Conditional Use Permit by the Board of Adjustment. Minimum lot area for all other uses is 9,600 square feet.

### **Note 6:**

15 feet minimum for multi-family uses over 12 units.

### **Note 7:**

Height limit for non-agricultural structures

### **Note 8:**

On arterial streets designated as part of the Storm Lake's Surface Transportation Plan System, front yard setbacks shall be the greater of 40 feet from the property line of such arterial streets or 100 feet from the centerline of the arterial street.

## 805 Buffer Yard Provisions

These provisions apply when a use is established in a more intensive zoning district (District A) which is adjacent to a less intensive zoning district (District B). The owner, developer, or operator of the use within District A shall install and maintain a landscaped buffer yard on his/her lot or site, as set forth in this section. Buffer yard requirements apply only to those districts indicated in Table 8-1. Buffer yards are not required of single-family, 2-family, duplex, or townhouse use types in the more intensive zoning district.

a. The buffer yard dimensions set forth in Table 8-1 apply to zoning districts, which share a common lot line or are adjacent but separated by an intervening alley.

**Table 8-1: Buffer Yard Requirements (in feet)**

| District B<br>(Less Intensive Adjacent District)  |                 |                 |                 |                      |
|---------------------------------------------------|-----------------|-----------------|-----------------|----------------------|
| District A<br>(More Intensive District)<br>Note 3 | RES<br>(Note 1) | R-1<br>(Note 1) | R-2<br>(Note 1) | R-3, R-4<br>(Note 1) |
| R-4, IN 1, 2, 3                                   | 20              | 20              | 10              | ---                  |
| LC                                                | 10, 20RY        | 10, 20RY        | 10, 20RY        | 10, 20RY             |
| CC                                                | 10, 20RY        | 10, 20RY        | 10, 20RY        | 10, 20RY             |
| CBD                                               | 10, 20RY        | 10, 20RY        | 10, 20RY        | 10, 20RY             |
| LI                                                | 30              | 30              | 30              | 30                   |
| GI                                                | 40              | 40              | 40              | 30                   |

Notes to Table 8-1:

Note 1: Applies to residential uses previously established in the zoning district.

Note 2: Vertical screening only is required as set forth in Section 806.

Note 3: Buffer requirements do not apply to single-family, duplex, or townhouse residential uses established in District A

b. When a street separates adjacent zoning districts requiring a buffer yard, the size of the buffer yard shall be one-half the required buffer yard set forth in Table 8-1.

c. Each required buffer yard must be entirely landscaped.

## Staff Summary

3/17/2014

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:** Justin Yarosevich, Assistant City Manager / City Clerk

**SUBJECT:** **Ordinance No. 08-O-2013-2014 Adopting Amendment #1 To Urban Revitalization Plan - Second Reading**

**BACKGROUND:** The City of Storm Lake last adopted and updated the Urban Revitalization Plan in 2005. That plan was good for 20 years and provides for the opportunity for tax abatement within the City limits from the date of adoption.

Since 2005 the City has expanded its borders and added three (3) more Urban Renewal Areas (URA) on which tax abatement can have a negative impact on the overall URA goals. Staff has worked with Simmering & Cory staff and our legal counsel to update this plan through the attached amendment.

The amendment provides for the following changes:

- \* Provides for the extension of the plan to 2024
- \* Provides for newly annexed areas (those annexed since 2005) to be included in the Urban Revitalization Area and provides that all new annexations become eligible upon approval of the annexation
- \* Excludes Tax Abatement benefits from properties in an existing Urban Renewal Area (The City could still choose to incentivize development and/or expansion through the Urban Renewal process instead of Urban Revite)
- \* Provides for the same abatement rules as in the 2005 plan with the exception of multi-residential housing which is not eligible for benefits in the new plan

The City Council has now held the required public hearing and can now adopt the Ordinance amendment #1 to the plan on three separate readings.

**FISCAL IMPACT:** The fiscal impact of adopting the plan is difficult to determine but the theory is that it should encourage development and revitalization within the community.

In addition the City will have the cost of publishing the ordinance after approval of the third reading. This is estimated to be about

\$150.00.

**RECOMMENDATION:**

Adopt Ordinance No. 08-O-2013-2014 On:  
1st Reading - March 3, 2014 - APPROVED  
2nd Reading - March 17, 2014  
3rd Reading - April 7, 2014

**ATTACHMENTS:**

| Description                                                                                                                                | Type      |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|  <a href="#">Amendment 1 to Urban Revitalization Plan</a> | Contract  |
|  <a href="#">Ordinance No. 08-2013-2014</a>               | Ordinance |

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# **URBAN REVITALIZATION PLAN**

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## **STORM LAKE REVITALIZATION AREA**

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### **CITY OF STORM LAKE, IOWA**

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**February, 2005**  
**Amendment #1 – March, 2014**

**SIMMERING-CORY, INC.**

## AMENDMENT #1 TO STORM LAKE URBAN REVITALIZATION PLAN

The City of Storm Lake (“City”) Urban Revitalization Plan (“Revitalization Plan” or “Urban Revitalization Plan”) for the Storm Lake Urban Revitalization Area (“Revitalization Area” or “Area”), dated February 2005, is being amended to:

- (a) extend the expiration date of the Plan to January 1, 2024;
- (b) prohibit any eligibility for exemptions under this Plan for properties located within an urban renewal area;
- (c) to amend the description of the Area to include the entire City limits as of January 1, 2014, thus including all annexed areas since the Original Plan was adopted in 2005; and
- (d) provide that future annexed property shall be automatically included within the Area upon the effective date of annexation.

Except as modified by this Amendment #1 (“Amendment”), the provisions of the original Storm Lake Urban Revitalization Plan are hereby ratified, confirmed and approved and shall remain in full force and effect as provided therein.

### **C. DESCRIPTION OF THE AREA**

The original Storm Lake Revitalization Area (“Area”) included the entire area within the corporate limits as it existed on February 21, 2005, except that part of the City located south of Richland Street and east of Flint Drive. The excepted area had been designated as an Urban Renewal Area. The City has now determined to include the entire City within the Revitalization Area. However, all property within the City that is within a current or future Urban Renewal Area will not be eligible for any benefits under this Plan. (See Section R.)

The legal description of the Urban Revitalization Area is attached as Exhibit A.

Section J Modified: Section J of the Storm Lake Urban Revitalization Plan is hereby repealed and the following adopted in lieu thereof:

### **J. TIME FRAME**

The Area shall be eligible for tax abatement under the Revitalization Plan until January 1, 2024. This means the improvements must be completed during the 2023 calendar year so that the assessor can make a full assessment of the improvements as of January 1, 2024. If, in the opinion of the City Council, the desired level of revitalization has been attained or

economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, the City Council may repeal the ordinance establishing the Revitalization Area, pursuant to Section 404.7 of the Code of Iowa at any time prior to February 1, 2024. In the event the ordinance is repealed, all existing exemptions shall continue until their expiration. The City may also extend the time period for tax abatement at any time.

Section K Modified: Section K of the Storm Lake Urban Revitalization Plan is hereby repealed and the following adopted in lieu thereof:

#### **K. EXEMPTIONS**

All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the improvements. The exemption is for a period of five (5) years.

All qualified real estate assessed as commercial property is eligible to receive a fifty percent (50%) exemption from taxation on the actual value added by the improvements. The exemption is for a period of three (3) years.

No exemption is applicable to commercial property that consists of three or more separate living quarters with at least 75% of the space used for residential use or for property classified as multiresidential property.

Section N Modified: Section N of the Storm Lake Urban Revitalization Plan is hereby repealed and the following adopted in lieu thereof:

#### **N. OTHER SOURCES OF REVITALIZATION FUNDS**

The City encourages the investment and reinvestment of funds to construct new or rehabilitate existing residential properties in the community. As such, the City has a history of utilizing various funding sources, including CDBG (Community Development Block Grant) and IFA (Iowa Finance Authority) programs for financing improvements to residential properties.

It is not the intention of the City of Storm Lake to prohibit the use of these or other appropriate federal or state revitalization or incentive programs within the Revitalization Area.

New Section R: The Storm Lake Urban Revitalization Plan is amended by adding a new Section R, which is adopted to read as follows:

**R. EXCLUSION OF BENEFITS IN URBAN RENEWAL AREAS**

Property located within any current or future Urban Renewal Area established in the City is ineligible for any Exemptions under this Plan.

Accordingly, in the future, as boundaries of existing or future Urban Renewal Areas are amended, or if new Urban Renewal Areas are established or modified, the land area within such Urban Renewal Areas shall automatically become ineligible for Exemptions under Section K of this Urban Revitalization Plan, without the need for an amendment to the Urban Revitalization Plan.

Likewise, if in the future, an Urban Renewal Plan expires or if an amendment removes property from an Urban Renewal Area and consequently such land is no longer within an Urban Renewal Area, such land shall automatically become eligible for Exemptions under Section K of this Urban Revitalization Plan, without the need for an amendment to the Urban Revitalization Plan.

A map of the current Urban Renewal Areas is attached hereto as Exhibit B. These areas will be modified in the future. For current information on the boundaries of the City's Urban Renewal Areas, see the City Clerk.

New Section S: The Storm Lake Urban Revitalization Plan is amended by adding a new Section S, which is adopted to read as follows:

**S. ANNEXED AREAS TO BE INCLUDED**

The Urban Revitalization Plan for the Storm Lake Urban Revitalization Area was adopted by Resolution #48-R-2004-2005 on February 21, 2005 (Original Plan).

This Amendment #1 to the Storm Lake Urban Revitalization Plan adds the additional property that has been annexed by the City of Storm Lake since the adoption of the Original Plan. For all property annexed after February 21, 2005, up to and through December 31, 2013, such property is eligible for exemptions under this Urban Revitalization Plan for projects on or after the effective date of this Amendment #1 to the Urban Revitalization Plan.

For all property annexed after January 1, 2014, and in the future, such property shall be automatically included within the Area as of the effective date of annexation and the provisions of the Plan, as amended, shall be applicable to such property.

Note, however, if annexed property is located within a current or future Urban Renewal Plan, as amended, such property is not eligible for abatement, meaning such property is not eligible for the Exemptions under Section K.

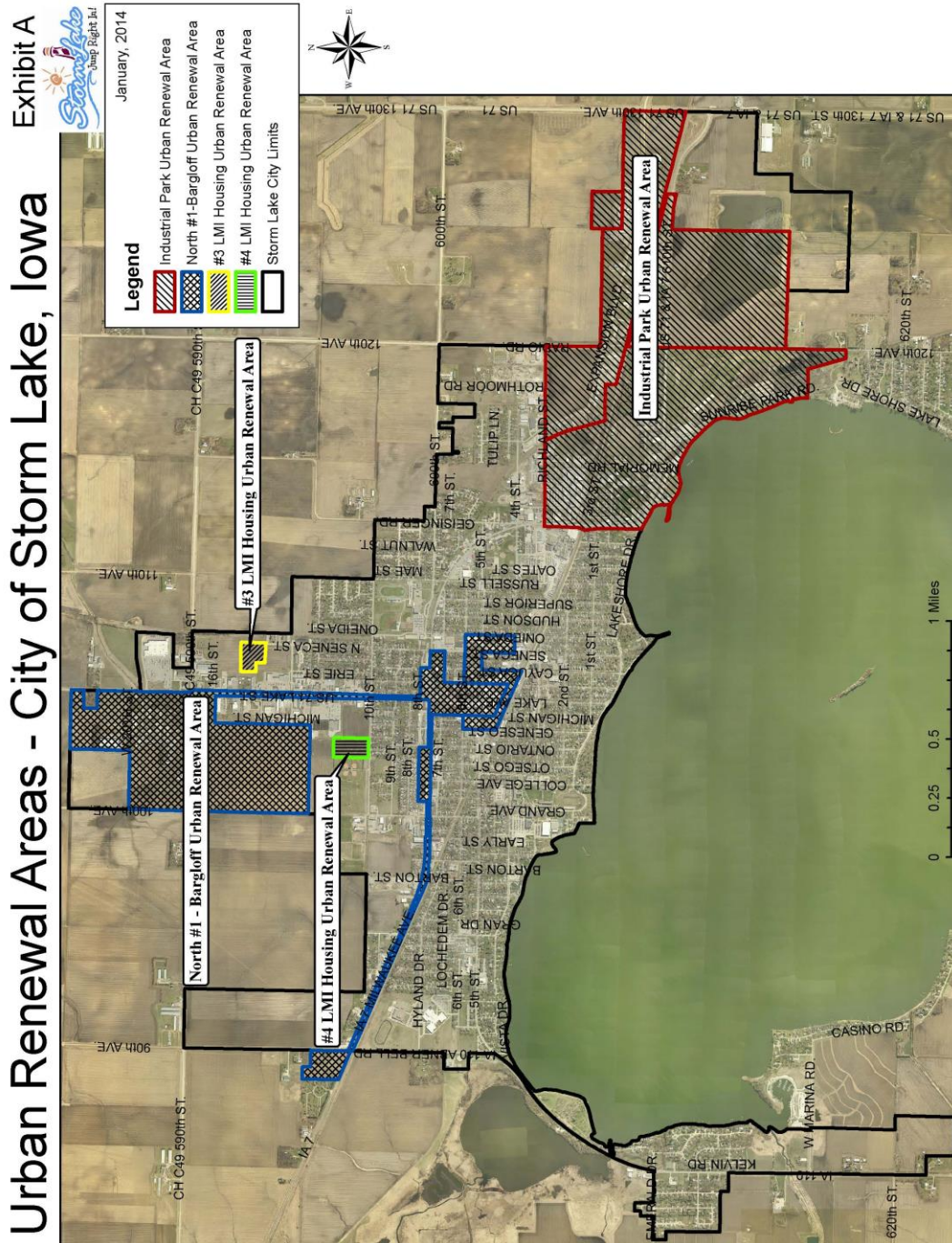
## **EXHIBIT A**

### **Legal Description of Urban Revitalization Area**

Entire corporate limits as of January 1, 2014. The Area shall also include all area annexed into the City after January 1, 2014, effective immediately upon the effective date of the annexation of such area.

## EXHIBIT B

Map showing current Urban Renewal Areas that are not eligible for any Exemptions under this Revitalization Plan. Property within future modifications, additions and/or deletions of urban renewal areas are likewise not eligible for any Exemptions under this Revitalization Plan.



**ORDINANCE NO. 08-O-2013-2014**

**ORDINANCE DESIGNATING AMENDMENT NO. 1 TO THE  
STORM LAKE URBAN REVITALIZATION AREA OF THE  
CITY OF STORM LAKE, IOWA**

WHEREAS, Chapter 404 of the Code of Iowa, the "Act", authorizes cities by ordinance to designate revitalization areas if such areas meet the criteria of the Act and if the City completes the procedural requirements of the Act; and

WHEREAS, pursuant to the Act, this Council did, by Resolution No. 48-R-2004-2005 on February 21, 2005 adopt an urban revitalization plan for certain permitted commercial and residential development for the City of Storm Lake, Iowa, called the Storm Lake Urban Revitalization Plan ("Plan") for the Storm Lake Urban Revitalization Area ("Area" or "Revitalization Area"); and

WHEREAS, Amendment No. 1 ("Amendment") to the Plan has been adopted, the purpose of which is to extend the expiration date of the Plan, amend the legal description to include the entire City limits as of January 1, 2014, provide that future annexed property shall be automatically included within the Area, and prohibit any eligibility for exemptions under this Plan for properties located within a current or future urban renewal area; and

WHEREAS, the Area so designated has heretofore been found to meet the criteria of the Act; and

WHEREAS, the revitalization of the Area so described will enhance the rehabilitation, conservation, redevelopment, economic development, or a combination thereof of the Area and is necessary in the interest of the public health, safety, or welfare of the residents of the City, and the area substantially meets the criteria of section 404.1; and

WHEREAS, notice of the public hearing was published per the requirements for amendments to urban renewal plans pursuant to Chapter 404; and

WHEREAS, pursuant to the provisions of the Act, the City has held a public hearing on the proposed Amendment No. 1 for said Storm Lake Urban Revitalization Area; and

WHEREAS, pursuant to the provisions of the statute, the City has adopted the Amendment No. 1 to the Storm Lake Urban Revitalization Area on March 3, 2014.

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

Section 1. That in accordance with Chapter 404 of the Code of Iowa, and as a result of the adoption of Resolution No. \_\_\_\_\_ on March 3, 2014, the legal description of the Storm Lake Urban Revitalization Area now contains the following property:

Entire corporate limits as of January 1, 2014. The Area shall also include all area annexed into the City after January 1, 2014, effective immediately upon the effective date of the annexation of such area

be and the same is hereby designated as a Revitalization Area under the Act, which shall be known as Amendment No. 1 to Storm Lake Urban Revitalization Area of the City of Storm Lake, Iowa.

Section 2. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 3. That if any section, provision or part of this Ordinance shall be adjudged 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 4. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jon F. Kruse, Mayor

ATTEST:

\_\_\_\_\_  
Justin Yarosevich, City Clerk

## Staff Summary

3/17/2014

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:** **Motion To Authorize City Manager To Sign & Send Letters To The Skate Park Committee & Santa's Castle Board Seeking Update**

**BACKGROUND:** In 2009, the City Council agreed to set aside \$60,000 as a match for a skate board park. The City also agreed to placing the skate board park at Seneca Park. This was a related but separate project from the core AWAYSIS projects.

The funding was subject to private funds being raised in the community to help pay for the skate board park. To date, the matching funds have not materialized.

At about the same time, Santa's Castle Board asked for assistance from Council to help fund some ADA improvements at Santa's Castle. This was intended to be a partnership in which City tax dollars (\$30,000) would be combined with Santa's Castle funds to make the changes. These funds have not materialized.

During the Budget Workshop Council discussed the two projects and the money set aside for each and directed staff to develop a letter to each group and provide them with a year to raise the needed funds to make the project move forward. If they cannot raise the funds, City tax dollars could be re-allocated for the Fiscal Year 2016 City Budget.

The attached letters, if approved by Council, would be sent to the Santa's Castle Board of Directors and the last known Skate Board Park Committee chairs.

The City is interested in partnering on these projects; however, if the projects are not moving forward, then tax payer dollars need to go to help fund priority projects that need to be done now. If these organizations cannot secure their funding by June 2015, over a year, then the City will utilize these funds towards capital improvement projects requiring funding. If funds are secured beyond June 2015, then the Council could choose to allocate

available dollars at that time for the project(s).

**FISCAL IMPACT:**

This will result in these two projects moving forward or utilizing the tax dollars to fund capital needs in today's dollars instead of future inflated dollars.

**RECOMMENDATION:**

Authorize City Manager to sign and send Skate Board Park and Santa's Castle funding notification letters.

**ATTACHMENTS:**

| Description                                                                       |                                       | Type   |
|-----------------------------------------------------------------------------------|---------------------------------------|--------|
|  | <a href="#">Witter Gallery Letter</a> | Letter |
|  | <a href="#">Skate Park Letter</a>     | Letter |

March 11, 2014

Mr. Ron Stevenson  
609 Cayuga Street  
Storm Lake, IA 50588

RE: Santa's Castle Funding Set Aside

Dear Mr. Stevenson,



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

The City of Storm Lake, in 2009, at the request of the Santa's Castle Board of Directors and the Storm Lake United Board of Directors, put \$30,000 into a Santa's Castle fund for the purpose of partnering with you to make ADA accessibility modifications. This project was intended to be a partnership in which the Santa's Castle Board would fund raise additional funds to match the City funds.

Several years have lapsed since these commitments were made and the \$30,000 placed in reserve. The City is still interested in seeing this project through to completion, but, these tax payer funds can not continue to be committed to a project that is not progressing. There are many other priority uses for these funds.

The City will hold these funds until June 2015 for the ADA accessibility modifications project. If the promised matching private funds are not raised by that time, the \$30,000 will be reallocated to another priority project. This is not to say that the Santa's Castle ADA accessibility project will never be funded in the future. If the private funds become available at some future date, the City could choose to allocate available dollars at that time for the project.

In moving forward, City Council requests that the Santa's Castle Board chair contact City Manager Jim Patrick (Patrick@stormlake.org or 712-732-8000) to provide him with an update on any progress and/or to let the City know of the Santa's Castle Board's plans to move this project forward.

Thank you for your continued desire to provide recreational activities to citizens of Storm Lake. We look forward to our future partnership.

Sincerely,

James Patrick  
City Manager  
City of Storm Lake



March 18, 2014

Mr. Dan Berglund  
Mr. Harry Schaller

Storm Lake, IA 50588

RE: Skate Park Set Aside

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

Dear ,

The City of Storm Lake, in 2009, at the request of skate board parents and enthusiasts, made a decision to partner with the intent to construct a skate board park. The idea of a skate board park was a potential follow up project for Project AWAYSIS.

The original conceptual plan for Project AWAYSIS included the interpretive center, drive trail and skate park. As estimated and actual construction costs began to become known, it was clear to the City that it could not afford to do everything. The decision was made to designate these three projects as 'Related Projects'. The City, at the time, felt that these were good projects but would need to wait until funding was available.

In the case of the interpretive center the City had the HUD grant but nothing else. The City found a way to utilize those funds in a manner consistent with the vision of the interpretive center before the grant expiration date and the County Drive Trail is being funded with the County's pledge to the Project.

The group of skating enthusiasts that approached the City in early 2009 requested that the City commit to plan and build the park. The City proceeded with the planning process. Several potential sites were considered, finally selecting Seneca Park, just north of the police station. An initial site plan was developed that had a projected construction cost of about \$200,000. The Council pledged to pay for one third of the cost and set \$60,000 aside in early 2011. The use of these funds was subject to the Committee raising the remainder of the funds through fundraising, grants, etc. Since 2011 the City has held that money in an account for the skate board park waiting for the committee to start their fundraising.

When these projects were separated from the core AWAYSIS projects in 2009, the promise to do these projects was subject to a public/private funding. To date the private funding has not materialized. These projects were not a 'promise' to do them at some future date but a desire to do them subject to available funding.

Several years have lapsed since these commitments were made and the \$60,000 placed in reserve. The City is still interested in seeing this project through to completion, but, these tax payer funds can not continue to be committed to a project that is not progressing. There are many other priority uses for these funds.

The City will hold these funds until June 2015 for the skate board project. If the promised matching private funds are not raised by that time, the \$60,000 will be reallocated to another priority project.

This is not to say that the skate board park will never be funded in the future. If the private funds become available at some future date, the City could choose to reallocate available dollars at that time for the project.

In moving forward, City Council requests that the chair of the Skate Park Committee contact City Manager Jim Patrick (Patrick@stormlake.org or 712-732-8000) to provide him with an update on any progress and/or to let the City know of the skate board committee's plans to move this project forward.

Thank you for your continued desire to provide recreational activities to citizens of Storm Lake. We look forward to our future partnership.

Sincerely,

James Patrick  
City Manager  
City of Storm Lake

## Staff Summary

3/17/2014

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:** Justin Yarosevich, Assistant City Manager / City Clerk

**SUBJECT:** **Resolution No. 72-R-2013-2014 Approving Temporary Construction Easement With Carisch Brothers LP For Lake Avenue Trail Project**

**BACKGROUND:** Along with the other seven easements already on the agenda under the Consent Agenda items there is one additional easement for the Carish Brothers LP (owners of Arbys) who have requested that their easement be approved by Council as a resolution.

The easement is not different in any substantial manner from the other easements already on the agenda other than the owners desire to have their easement approved by resolution rather than simple motion.

The Carish Brothers LP, is concerned and the easement addresses the City's willingness to work with the Carish Brothers LP to maintain access to their business during the construction period. The concerns arises from the need to replace the only driveway in and out of their business during the project and the desire to maintain accessibility to the business during the construction time. Both City staff and the project engineer believe that this is a feasible request and will work with the contractor to ensure that access is maintained in some fashion during construction.

**FISCAL IMPACT:** Cost of the easement is \$1.00 which will be paid for out of the project budget.

**RECOMMENDATION:** Adopt Resolution No. 72-R-2013-2014

**ATTACHMENTS:**

| Description                                                                                                    | Type            |
|----------------------------------------------------------------------------------------------------------------|-----------------|
|  <a href="#">Resolution</a> | Resolution      |
|  <a href="#">Easement</a>   | Backup Material |

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE ACQUISITION OF A TEMPORARY EASEMENT FOR  
THE NORTH LAKE AVENUE TRAIL PROJECT

WHEREAS, the City of Storm Lake is undertaking a project to construct a pedestrian and bicycle trail within existing right-of-way along North Lake Avenue in the City of Storm Lake;

WHEREAS, Carisch Brothers LP owns the following described real estate abutting North Lake Avenue in Buena Vista County, Iowa:

THE SOUTH 120' OF THE NORTH HALF OF LOT 4, BLOCK 1, GEISINGER'S  
COMMERICAL FIRST ADDITION TO THE CITY OF STORM LAKE, BUENA  
VISTA COUNTY, IOWA,

(the "Real Estate");

WHEREAS, the City of Storm Lake needs a temporary easement over the West 5 feet of the Real Estate for temporary work space in connection with the trail construction;

WHEREAS, the staff of the City of Storm Lake and Carisch Brothers LP have negotiated a proposed Temporary Easement Agreement, subject to approval of the City Council of the City of Storm Lake, Iowa, in which the temporary easement needed by the City would be granted to the City by Carisch Brothers LP;

WHEREAS, an unexecuted copy of the proposed Temporary Easement Agreement is attached as Exhibit 1; and

WHEREAS, the City Council has reviewed the proposed Temporary Easement Agreement and finds that it should be approved, that the Mayor and City Clerk should be authorized to sign the Easement Agreement on behalf of the City of Storm Lake, and that the City staff should be authorized and directed to carry out the terms of the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. The proposed Temporary Easement Agreement between the City of Storm Lake, Iowa and Carisch Brothers LP, an unexecuted copy of which is attached as Exhibit 1, is hereby approved.
2. The Mayor and the City Clerk are hereby authorized to execute such agreement on behalf of the City of Storm Lake, Iowa.
3. The City staff is authorized and directed to carry out the terms of the Agreement.

Passed and Approved on this 17th day of March, 2014.

---

Jon F. Kruse, Mayor

ATTEST:

---

Justin Yarosevich, City Clerk

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

---

**TEMPORARY EASEMENT AGREEMENT**

This Temporary Easement Agreement (hereinafter the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Carisch Brothers LP (herein referred to as "Grantor") and the City of Storm Lake, Iowa, a municipal corporation (herein referred to as "Grantee").

**R E C I T A L S**

WHEREAS, Grantee is constructing a recreational trail within the existing right of way along North Lake Avenue;

WHEREAS, Grantor owns the following described real estate abutting North Lake Avenue in Buena Vista County, Iowa (hereinafter the "Grantor's Property"):

THE SOUTH 120' OF THE NORTH HALF OF LOT 4, BLOCK 1, GEISINGER'S  
COMMERICAL FIRST ADDITION TO THE CITY OF STORM LAKE, BUENA  
VISTA COUNTY, IOWA,

WHEREAS, Grantee has requested a temporary easement from Grantor, under the terms set forth herein, over the West 5' of Grantor's Property (hereinafter referred to as the "Temporary Easement Area") as further depicted on Exhibit "A" attached hereto and incorporated herein by this reference.

**SECTION I.**

**RIGHT-OF-WAY GRANT – TEMPORARY WORKSPACE**

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns, a temporary easement over, across, and on the Temporary Easement Area which shall only be used as temporary work space for the construction of a recreational trail under the terms set forth herein. The easement rights granted herein will automatically terminate upon the earlier of: (i) substantial completion of said

recreational trail, (ii) forty five (45) days after Grantee commences use of the Temporary Easement Area; (iii) nine (9) months from the date of this Agreement or (iv) as provided in Section III below. Notwithstanding the foregoing, at any time after the termination of this Agreement and upon request of Grantor, the Grantee shall promptly execute and file of record a termination of this Agreement, in a form satisfactory to Grantor, at Grantee's sole cost and expense.

## **SECTION II. INDEMINIFICATION**

To the maximum extent authorized by law, Grantee shall at all times indemnify, defend, protect and hold Grantor, including without limitation, Grantor's tenants, affiliates, owners, partners, managers, officers, directors, employees and agents, harmless from and against any and all loss, damage, claims, or liabilities whatsoever, including third party claims, relating to or arising out of this Agreement, the construction of the recreational trail or the use of the Temporary Easement Area by Grantee before the termination or expiration of this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

## **SECTION III. OBLIGATION TO MAINTAIN ACCESS**

Grantee acknowledges that the Temporary Easement Area includes the only legal access to Grantor's Property and Grantor would be materially damaged should vehicular access from North Lake Avenue not be maintained at all times during Grantee's use of the Temporary Easement Area. Accordingly, Grantee agrees to maintain the free flow of vehicular access to and from Grantor's Property using North Lake Avenue at all times during Grantee's use of the Temporary Easement Area; provided, however, Grantee shall be entitled to reduce vehicular access to one lane of traffic for two (2) periods of seven (7) consecutive days each after giving Grantor as much notice as possible, but no less than seven (7) days notice prior to each seven (7) day period. If at any time Grantee or Grantee's agents or contractors fail to maintain access as set forth herein, this Agreement, without any further notice, shall automatically terminate. Grantor further reserves the right to use and enjoy the Temporary Easement Area to the fullest possible extent without unreasonable interference by Grantee or Grantee's agents or contractors. Grantee's rights hereunder are strictly limited to using the Temporary Easement Area as a temporary work space and Grantee shall have no right to locate any building or any surface installation on any part of the Temporary Easement Area or to fence the whole or any part thereof. Until the termination or expiration of this Agreement, Grantor shall not locate any building or surface installation on the Temporary Easement Area that is not located there at the time of the execution of this Agreement.

## **SECTION IV. RESTORATION OF TEMPORARY EASEMENT AREA**

Within a reasonable time after termination of this Agreement, Grantee agrees to restore the condition of the Temporary Easement Area to the same condition it was in prior to Grantee's

use of the Temporary Easement Area, including but not limited to removing any stones, holes or piles of dirt and restoring all vegetation.

**SECTION V.  
EFFECT OF AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above-written.

**GRANTEE:**

**CITY OF STORM LAKE, IOWA**

By: \_\_\_\_\_  
Jon F. Kruse, Mayor

**GRANTOR:**

**CARISCH BROTHERS LP**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Justin Yarosevich, City Clerk

STATE OF IOWA COUNTY OF BUENA VISTA

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014,  
by Jon F. Kruse, as Mayor of the City of Storm Lake, Iowa.

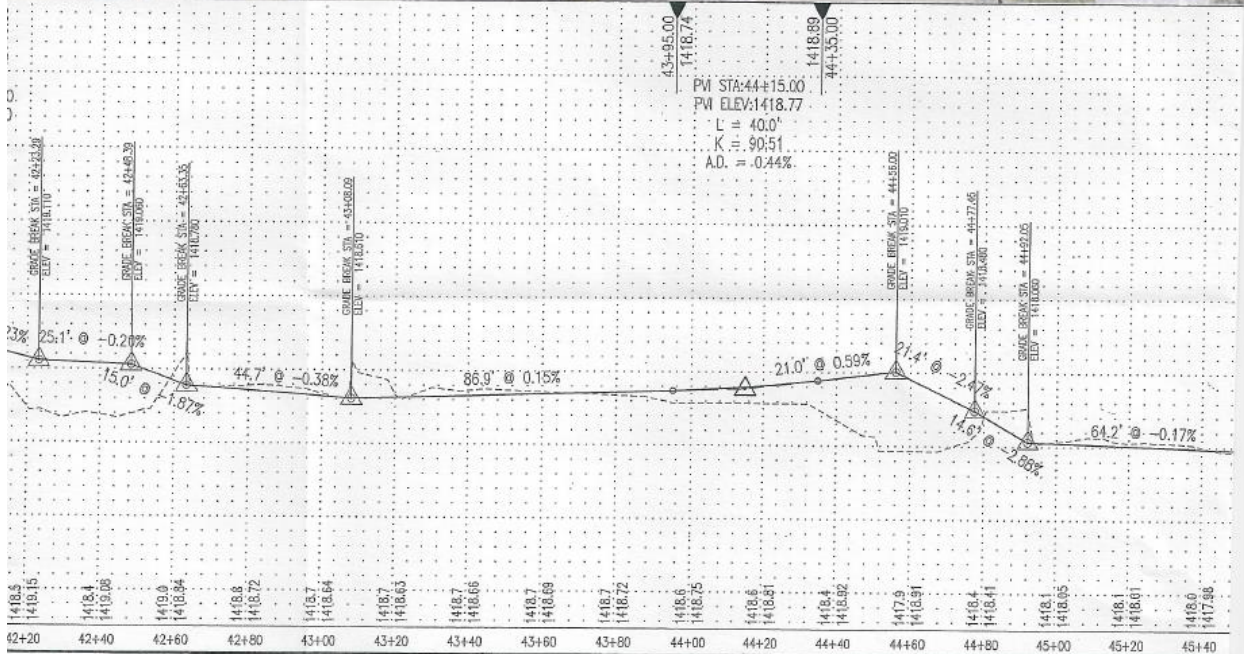
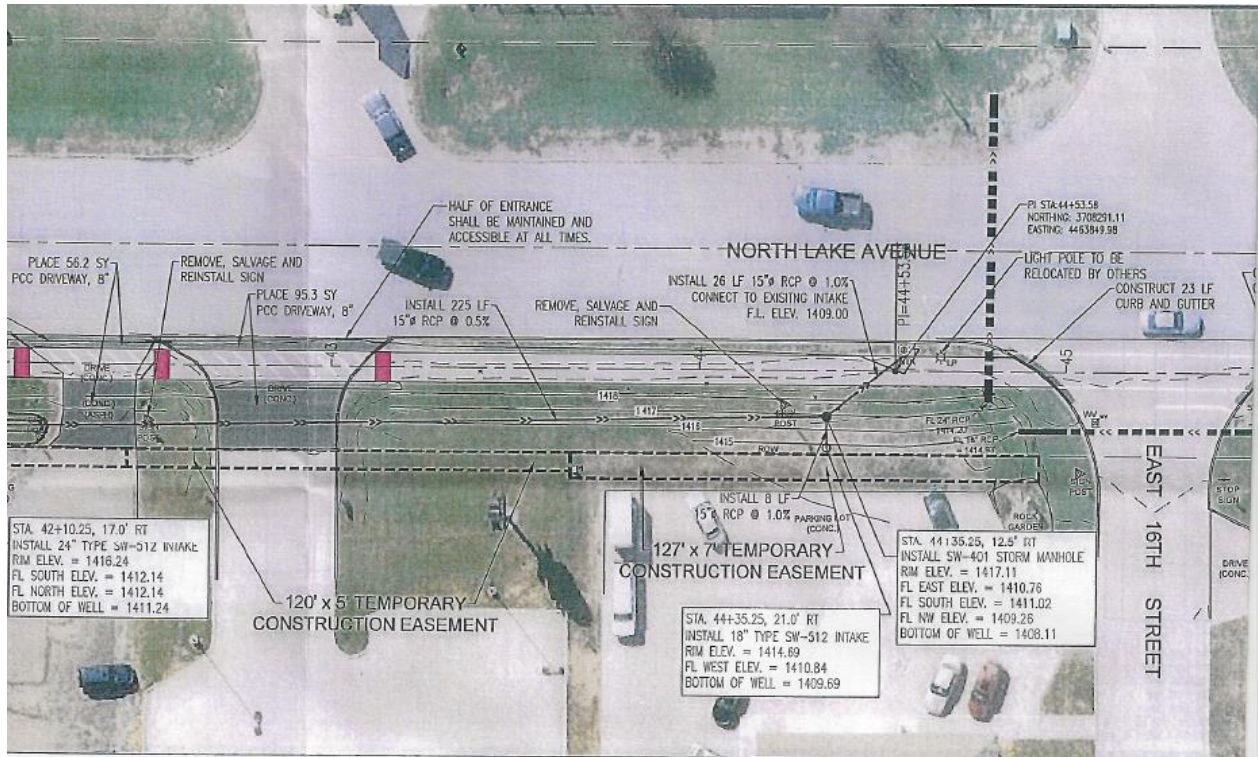
\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014,  
by \_\_\_\_\_, as \_\_\_\_\_ of Carisch Brothers LP.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

# Exhibit "A"





ARCHITECTS • ENGINEERS • PLANNERS •  
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Minnesota: Mankato • Fairbault  
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| REVISIONS |
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PLAN AN

2014 LAKE AVENUE TR  
STORM  
SHEET

## Staff Summary

3/17/2014

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:** Mike Wilson, Community Development Director

**SUBJECT:** **Resolution No. 73-R-2013-2014 Setting A Public Hearing On A Development Agreement For The Pizza Ranch Development**

**BACKGROUND:** Lakes Investment Group, LLC (the property owner) and Storm Lake Ranch, LLC (the franchise holder) will build and operate a new Pizza Ranch restaurant in the 500 block of West Milwaukee Avenue in Storm Lake. Total estimated development cost for the land and building is \$1.7 million. Construction will be complete prior to December 31, 2014. The developers warrant that they will create and maintain a minimum of 10 new FTE jobs. Actual total employment will likely be 60 or more employees.

In order to encourage this development to occur and to locate in this location, the City is proposing to offer incentives to the developers. The incentives include:

Installation of a larger water main to service the fire suppression system in the building. Cost for installation is estimated at \$44,700

Lower the top of an existing manhole to the finished elevation of the parking lot. Estimated cost of \$1,500

Provide economic development grants of 50% of tax revenue for 3 years up to a not to exceed total of \$52,080.

This resolution will set a public hearing for 5:00 PM Monday April 7, 2014 in the Storm Lake City Hall Council Chambers.

**FISCAL IMPACT:** The County Assessor has estimated a final assessed value of \$990,000 based upon a review of the building plans. This value will create a revenue stream to the City of about \$35,000 per year. In three years the City will recoup its investment in infrastructure improvements and economic development grants.

**RECOMMENDATION:** Set the Public Hearing for 5:00pm Monday, April 7, 2014

### ATTACHMENTS:

| Description                                                                                                                           | Type       |
|---------------------------------------------------------------------------------------------------------------------------------------|------------|
|  <a href="#">Resolution No. 73-R-2013-2014</a>     | Resolution |
|  <a href="#">Pizza Ranch Development Agreement</a> | Contract   |

## **RESOLUTION NO. 73-R-2013-2014**

### **RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH LAKES INVESTMENT GROUP, L.L.C AND STORM LAKE RANCH, L.L.C., AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF**

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

WHEREAS, by Resolution No. 42-R-2013-2014, adopted December 2, 2013, this City Council approved and adopted an Amendment No. 1 to the Plan; and

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

WHEREAS, the City has received a proposal from Lakes Investment Group, L.L.C. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City, Developer and Storm Lake Ranch, L.L.C. ("Tenant"), pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the North #1 - Bargloff Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of an approximately 5,374 square foot restaurant, as well as parking, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to three (3) consecutive annual payments of a percentage of Tax Increments to Developer, the cumulative total for all such payments not to exceed the lesser of \$52,080, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that the City will install a six-inch water line to the Development Property at an estimated cost of \$44,700, and will lower the top of an existing stormwater manhole at an estimated cost of \$1,500; and

WHEREAS, one of the obligations of Developer relates to employment retention and/or creation; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary

to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 5:00 o'clock P.M. on the 7th day of April, 2014, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Lakes Investment Group, L.L.C and Storm Lake Ranch, L.L.C.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF STORM LAKE IN THE STATE OF IOWA, ON  
THE MATTER OF THE PROPOSAL TO ENTER INTO A  
DEVELOPMENT AGREEMENT WITH LAKES INVESTMENT  
GROUP, L.L.C AND STORM LAKE RANCH, L.L.C., AND  
THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing on the 7th day of April, 2014, at 5:00 o'clock P.M. in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Lakes Investment Group, L.L.C. (the "Developer") and Storm Lake Ranch, L.L.C. (the "Tenant").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the North #1 - Bargloff Urban Renewal Area as defined and legally described in the Development Agreement, consisting of the construction of an approximately 5,374 square foot restaurant, as well as parking, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. One of the obligations of Developer relates to employment retention and/or creation.

The Agreement would further obligate the City to make up to three (3) consecutive annual payments of a percentage of Tax Increments to Developer, the cumulative total for all such payments not to exceed the lesser of \$52,080, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement also proposes that the City will install a six-inch water line to the Development Property at an estimated cost of \$44,700, and will lower the top of an existing stormwater manhole at an estimated cost of \$1,500.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

(End of Notice)

PASSED AND APPROVED this 17th day of March, 2014.

\_\_\_\_\_  
Jon F. Kruse, Mayor

ATTEST:

\_\_\_\_\_  
Justin Yarosevich, City Clerk

AGREEMENT FOR PRIVATE DEVELOPMENT

By and among

CITY OF STORM LAKE, IOWA

AND

LAKES INVESTMENT GROUP, L.L.C.

AND

STORM LAKE RANCH, L.L.C.

\_\_\_\_\_, 2014

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AGREEMENT  
FOR  
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF STORM LAKE, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2013, as amended ("Urban Renewal Act"), LAKES INVESTMENT GROUP, L.L.C., an Iowa limited liability company having offices for the transaction of business at 1509 Richland Ave., P.O. Box 336, Storm Lake, Iowa 50401 ("Developer"), and STORM LAKE RANCH, L.L.C., an Iowa limited liability company, having offices for the transaction of business at 1509 Richland Ave., P.O. Box 336, Storm Lake, Iowa 50401 ("Tenant").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the North #1 - Bargloff Urban Renewal Area (the "Urban Renewal Area"), which is described in the Urban Renewal Plan approved for such area by Resolution No. 08-R-2010-2011 on July 19, 2010, and amended by Amendment No. 1 by Resolution No. 42-R-2013-2014 on December 2, 2013, (hereinafter collectively referred to as "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Buena Vista County, Iowa; and

WHEREAS, Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Tenant owns the right to operate a Pizza Ranch franchise in the City; and

WHEREAS, Developer shall construct the Minimum Improvements on the Development Property and enter into a lease agreement with Tenant in which it will lease

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the Minimum Improvements to Tenant and allow Tenant to remain on the property to operate its business until at least the Termination Date of this Agreement; and

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

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

#### ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area shall mean the area known as the North #1 - Bargloff Urban Renewal Area (as amended).

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

Code means the Code of Iowa, 2013, as amended.

Commencement Date means the date of this Agreement.

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

Development Property means that portion of the North #1 – Bargloff Urban Renewal Area described in Exhibit A.

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

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

Full-Time Equivalent Employment Unit means the employment by Tenant of the equivalent of one person for an average of 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year.

Lakes Investment Group, L.L.C. TIF Account means a separate account within the North #1 - Bargloff Urban Renewal Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Minimum Improvements shall be deposited.

Lease means the lease agreement between Tenant and Developer for the Development Property.

Minimum Improvements means the construction of improvements as more particularly described in Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

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

North #1 – Bargloff Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

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Ordinance means the Ordinance on the Development Property to be adopted by the City under which the taxes levied on the Minimum Improvements shall be divided and a portion paid into the North #1 - Bargloff Urban Renewal Tax Increment Revenue Fund.

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

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements divided and made available to the City for deposit in the Lakes Investment Group, L.L.C. TIF Account of the North #1 - Bargloff Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

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

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the North #1 - Bargloff Urban Renewal Area, described in the preambles hereof.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms

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

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

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

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

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

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

e. Developer has not received any notice from any local, State or federal official that the activities of Developer or Tenant with respect to the Development

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Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

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

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

h. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

i. The construction of the Minimum Improvements will require a total investment of approximately \$1,700,000 for construction and land acquisition costs.

j. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by or before December 31, 2014.

l. Developer will grant Tenant permission to occupy the Minimum Improvements on the Development Property owned by Developer until at least the Termination Date.

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

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Section 2.3. Representations and Warranties of Tenant. Tenant makes the following representations and warranties:

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

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

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

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

e. Tenant will occupy the building on the Development Property and maintain its business operations at the Minimum Improvements until at least the Termination Date.

f. Tenant has not received any notice from any local, State or federal official that the activities of Developer or Tenant with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Tenant is not currently aware of any State or federal claim filed or planned to be filed by any party relating to

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any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Tenant is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

g. Tenant will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

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

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in accordance with Section 3.2 below. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of approximately \$1,700,000 for construction and land acquisition costs.

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

the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

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

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

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2014; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

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

Section 3.4. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of

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Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

#### ARTICLE IV. WATER AND STORMWATER MANHOLE

Section 4.1. Water Line to Development Property. As additional consideration of the obligations being assumed by the Developer hereunder and in furtherance of the Urban Renewal Plan and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with the terms of this Agreement, to install a six inch water line to the Development Property upon commencement of construction of the Minimum Improvements, at an estimated cost of \$44,700.

Section 4.2. Stormwater Manhole. The City agrees to lower the top of an existing stormwater manhole to a height dictated by the finished elevation of the parking lot upon commencement of construction of the Minimum Improvements at an estimated cost of \$1,500.

#### ARTICLE V. INSURANCE

##### Section 5.1. Insurance Requirements.

a. Developer and Tenant will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the

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City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer or Tenant, or either entity's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and Tenant and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer or Tenant (as determined by the Lease) shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer or Tenant and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer and Tenant, in such amount as is customarily

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carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer or Tenant may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer or Tenant, which are authorized under the laws of the State to assume the risks covered thereby. Developer or Tenant (as determined by the Lease) will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer or Tenant and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer or Tenant shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer or Tenant may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer or Tenant shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer or Tenant agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer or Tenant will apply the Net Proceeds of any insurance relating to such damage received by Developer or Tenant to the payment or reimbursement of the costs thereof.

e. Developer or Tenant shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer or Tenant for such purposes are sufficient.

#### ARTICLE VI. FURTHER COVENANTS OF DEVELOPER/TENANT

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Section 6.1. Maintenance of Properties. Developer and Tenant will maintain, preserve, and keep their properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer and Tenant will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer and Tenant relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer and Tenant will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer and Tenant will comply with all state, federal and local laws, rules and regulations relating to the Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer and Tenant shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, gender identity, sexual orientation, disability, or familial status. Developer and Tenant shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, gender identity, sexual orientation, disability, or familial status.

Section 6.5 Available Information. Upon request, Developer and Tenant shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6 Employment. Tenant shall employ at least 10 Full-Time Equivalent Employment Units at the Minimum Improvements no later than November 1, 2014, and thereafter Tenant shall retain a Monthly Average of at least 10 Full-Time Equivalent Employment Units until the Termination Date of this Agreement. Developer/Tenant's Annual Certifications, due beginning on October 15, 2015, shall show that a Monthly Average of at least 10 Full-Time Equivalent Employment Units has been maintained over the twelve (12) month periods from November 1, 2014 through October 1, 2015 and each succeeding 12-month period.

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each

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of the preceding eleven (11) months, as shown in Developer's Annual Certification in Section 6.7. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employment Units does not meet the requirements of this Section 6.6. See chart in Exhibit E for details. Developer and Tenant shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

**Section 6.7 Annual Certification.** To assist the City in monitoring the Agreement and performance of Developer and Tenant hereunder, a duly authorized officer of each Developer and Tenant shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officers have re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer and Tenant are not, and were not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if either of the signers is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2015 and ending on October 15, 2018, both dates inclusive. Developer and Tenant shall provide supporting information for their Annual Certification upon request of the City. See Exhibit F for form required for Developer's/Tenant's Annual Certification.

**Section 6.8. Term of Operation.** Tenant will maintain its operations at the Minimum Improvements on the Development Property, including the employee obligations in Section 6.6, until the Termination Date of this Agreement, and Developer shall allow Tenant to lease the Minimum Improvements until at least the Termination Date of this Agreement.

**Section 6.9 Developer Completion Guarantee.** By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements

shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; (d) all costs of constructing the Minimum Improvements shall be paid when due.

## ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer and Tenant; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer and Tenant under this Agreement, Developer and Tenant represent and agree that, prior to the Termination Date, Developer and Tenant will maintain existence as companies and will not wind up or otherwise dispose of all or substantially all of their assets or transfer, convey, or assign their interest in the Development Property or interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer and Tenant under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose.

Section 7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

## ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer and Tenant hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer and Tenant being and remaining in compliance with the terms of this Agreement, to make up to three (3) years

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of consecutive annual payments of Economic Development Grants to Developer up to a total amount not to exceed Fifty-Two Thousand Eighty Dollars (\$52,080) commencing on June 1, 2017 and ending on June 1, 2019 under the following formula:

Assuming the completion of the Minimum Improvements by or before December 31, 2014 and full assessment of the Minimum Improvements on January 1, 2015, and debt certification by the City to the Auditor prior to December 1, 2015, the Economic Development Grants shall commence on June 1, 2017 and end on June 1, 2019 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

|              |                                             |
|--------------|---------------------------------------------|
| June 1, 2017 | 50% of Tax Increments for Fiscal Year 16-17 |
| June 1, 2018 | 50% of Tax Increments for Fiscal Year 17-18 |
| June 1, 2019 | 50% of Tax Increments for Fiscal Year 18-19 |

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the Lakes Investment Group, L.L.C. TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

**Section 8.2 Payment Schedule.** After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if Developer's and Tenant's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by or before December 2014 and first full assessment on January 1, 2015, if Developer and Tenant certify in October 2015 and the City certifies to the County by December 1, 2015, the first Economic Development Grants would be paid to Developer on June 1, 2017 (for 50% of the Tax Increment for fiscal year 2016-2017)). The schedule of the payments for Economic Development Grants set forth in Section 8.1 is based on the first full assessment of the Minimum Improvements being January 1, 2015. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2015, then the first Economic Development Grant will not begin as scheduled.

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Section 8.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed Fifty-Two Thousand Eighty Dollars (\$52,080) over three years.

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

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

(a) compliance with the terms of this Agreement, including, but not limited to, the employment obligations in Section 6.6 of this Agreement and payment of property taxes;

(b) timely filing by Developer and Tenant of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof.

In the event that an Event of Default occurs or any certification filed by Developer and Tenant under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer and Tenant under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer or Tenant to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer and Tenant fully comply with the provisions hereof and

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Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

Section 8.6. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Lakes Investment Group, L.L.C. TIF Account of the North #1 - Bargloff Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the Lakes Investment Group, L.L.C. TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

b. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

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

d. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during

the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer and Tenant.

Section 8.7. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

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

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

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

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation

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of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. Developer understands and agrees that it will receive no property tax abatement as may be generally available under the City's Urban Revitalization Plan for the Minimum Improvements.

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

a. Developer and Tenant release the City and the City's governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenant and agree that the indemnified parties shall not be liable for, and agree to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer and Tenant agree to protect and defend the indemnified parties, now or forever, and further agree to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer or Tenant against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or Tenant or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

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

e. The provisions of this Article IX shall survive the termination of this Agreement.

## ARTICLE X. REMEDIES

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

- a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- b. Transfer of Developer's or Tenant's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- c. Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Improvements;
- d. Failure by Developer or Tenant to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- f. Developer or Tenant shall:
  - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
  - ii. make an assignment for the benefit of its creditors; or

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iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer or Tenant as bankrupt or either entity's reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or Tenant or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer or Tenant, and shall not be discharged within ninety (90) days after such appointment, or if Developer or Tenant shall consent to or acquiesce in such appointment; or

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

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

a. The City may suspend its performance under this Agreement until it receives assurances from Developer or Tenant, deemed adequate by the City, that Developer or Tenant will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer or Tenant, as the case may be, under this Agreement; or

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e. The City shall be entitled to recover from either Developer or Tenant, and Developer or Tenant shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof for the time period when it was in default, with interest thereon at the rate of 4%, or the highest rate permitted by State law, whichever is highest. The City may take any action, including any legal action it deems necessary, to recover such amount from Tenant or Developer. The City may make a payment demand at any time following the determination that Developer has defaulted under this Agreement, including if Developer fails to employ at least 10 Full-Time Equivalent Employment Units.

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

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

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Tenant, Developer and the City shall each pay for its own attorney's fees associated with this Agreement; and.

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

## ARTICLE XI. RESERVED

## ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer and Tenant represent and warrant that, to their best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Lakes Investment Group, L.L.C., at 1509 Richland Ave., P.O. Box 336, Storm Lake, Iowa 50401, Attn: James Bauer;
- b. In the case of Tenant, is addressed or delivered personally to Storm Lake Ranch, L.L.C., 1509 Richland Ave., P.O. Box 336, Storm Lake, Iowa 50401, Attn: James Bauer;
- c. In the case of the City, is addressed to or delivered personally to the City at 10 1st St NW, Storm Lake, IA 50401, Attn: Justin Yarosevich, Assistant City Manager/City Clerk;

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

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2019, unless terminated earlier under the provisions of this Agreement.

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

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

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer and Tenant have caused this Agreement to be duly executed in their names and behalf by their authorized representatives, all on or as of the day first above written.

[Signatures start on the next page]

(SEAL)

## CITY OF STORM LAKE, IOWA

By: \_\_\_\_\_  
Jon F. Kruse, Mayor

ATTEST:

By: \_\_\_\_\_  
Justin Yarosevich, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF BUENA VISTA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Justin Yarosevich, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

## Execution Version

LAKES INVESTMENT GROUP, L.L.C.

By: \_\_\_\_\_  
James Bauer, \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

STATE OF IOWA                    )  
                                          ) SS  
COUNTY OF BUENA VISTA    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared James Bauer and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of Lakes Investment Group, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said James Bauer and \_\_\_\_\_ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

Execution Version

STORM LAKE RANCH, L.L.C.

By: \_\_\_\_\_  
James Bauer, \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

STATE OF IOWA                    )  
                                          ) SS  
COUNTY OF BUENA VISTA    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared James Bauer and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of Storm Lake Ranch, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

Execution Version

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as follows:

517 West Milwaukee Avenue, Storm Lake

LOTS 3E AND 3F IN THE SLADC SUBDIVISION OF LOT 3 OF IOWA LAND AND BUILDINGS  
3RD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA  
TOGETHER WITH  
A PART OF THE FORMER STATION GROUNDS OF THE CHICAGO, MILWAUKEE, ST. PAUL  
AND PACIFIC RAILROAD COMPANY IN STORM LAKE, IOWA, LYING IN THE SOUTHWEST  
QUARTER (SW¼), SECTION THIRTY-FOUR (34), TOWNSHIP NINETY-ONE (91) NORTH,  
RANGE THIRTY-SEVEN (37) WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 33.0 FEET  
NORTH AND 830.5 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST  
QUARTER OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M.,  
THEN DUE EAST A DISTANCE OF 387.1 FEET; THENCE DUE NORTH A DISTANCE OF 40.85  
FEET; THENCE NORTH 89°58' WEST A DISTANCE OF 387.1 FEET; THENCE DUE SOUTH A  
DISTANCE OF 41.08 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF  
15,858 SQUARE FEET.

Buena Vista County, Iowa Parcel ID numbers are 10-34-353-005 and 10-34-354-  
005.

Execution Version

## EXHIBIT B

### MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the construction of a 5,374 square foot restaurant on the Development Property, as well as parking. The restaurant as depicted on the site plan that follows will hold 220 seats and include a 50,688 square foot parking lot with a detention pond to control surface water. The construction of the Minimum Improvements will allow for the creation and retention of employees. The construction of the Minimum Improvements is expected to be completed in 2014. Construction and land acquisition costs are expected to be approximately \$1,700,000.

The increased value after construction of the Minimum Improvements for the purpose of this Agreement is expected to be approximately \$992,000, but the Buena Vista County Assessor will make the final determination as to the value.



EXHIBIT C  
CERTIFICATE OF COMPLETION

WHEREAS, the City of Storm Lake, Iowa (the "City"), Lakes Investment Group, L.L.C. (the "Developer"), and Storm Lake Ranch, L.L.C. ("Tenant"), did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2014, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer and Tenant agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

LOTS 3E AND 3F IN THE SLADC SUBDIVISION OF LOT 3 OF IOWA LAND AND BUILDINGS 3RD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA  
TOGETHER WITH  
A PART OF THE FORMER STATION GROUNDS OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY IN STORM LAKE, IOWA, LYING IN THE SOUTHWEST QUARTER (SW¼), SECTION THIRTY-FOUR (34), TOWNSHIP NINETY-ONE (91) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 33.0 FEET NORTH AND 830.5 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., THEN DUE EAST A DISTANCE OF 387.1 FEET; THENCE DUE NORTH A DISTANCE OF 40.85 FEET; THENCE NORTH 89°58' WEST A DISTANCE OF 387.1 FEET; THENCE DUE SOUTH A DISTANCE OF 41.08 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 15,858 SQUARE FEET.

Buena Vista County, Iowa Parcel ID numbers are 10-34-353-005 and 10-34-354-005.

(the "Development Property"); and

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

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

Execution Version

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

By: Jon F. Kruse, Mayor

By: Justin Yarosevich, City Clerk

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Justin Yarosevich, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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## EXHIBIT D

### MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Storm Lake, Iowa (the "City"), Lakes Investment Group, L.L.C., an Iowa limited liability company ( "Developer"), and Storm Lake Ranch, L.L.C., an Iowa limited liability company ("Tenant") did on or about the \_\_\_\_ day of \_\_\_\_\_, 2014, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer and Tenant agreed, in accordance with the terms of the Agreement and the North #1 - Bargloff Urban Renewal Plan (the "Plan"), to develop and operate certain real property located within the City and within the North #1 - Bargloff Urban Renewal Area (the "Development Property").

The Development Property is described as follows:

LOTS 3E AND 3F IN THE SLADC SUBDIVISION OF LOT 3 OF IOWA LAND AND BUILDINGS 3RD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA  
TOGETHER WITH  
A PART OF THE FORMER STATION GROUNDS OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY IN STORM LAKE, IOWA, LYING IN THE SOUTHWEST QUARTER (SW¼), SECTION THIRTY-FOUR (34), TOWNSHIP NINETY-ONE (91) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 33.0 FEET NORTH AND 830.5 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., THEN DUE EAST A DISTANCE OF 387.1 FEET; THENCE DUE NORTH A DISTANCE OF 40.85 FEET; THENCE NORTH 89°58' WEST A DISTANCE OF 387.1 FEET; THENCE DUE SOUTH A DISTANCE OF 41.08 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 15,858 SQUARE FEET.

Buena Vista County, Iowa Parcel ID numbers are 10-34-353-005 and 10-34-354-005; and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2014 and terminates on December 31, 2019, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting

Execution Version



By: \_\_\_\_\_  
James Bauer, \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared James Bauer and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of Lakes Investment Group, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said James Bauer and \_\_\_\_\_ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

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

| <b>ANNUAL<br/>CERTIFICATION<br/>DATE<sup>1</sup></b> | <b>NUMBER OF FULL-TIME<br/>EQUIVALENT EMPLOYMENT<br/>UNITS ON OCTOBER 1<sup>2</sup></b>                                                           | <b>DATE OF ANNUAL<br/>ECONOMIC<br/>DEVELOPMENT<br/>GRANT</b> |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 10-15-2015                                           | A Monthly Average of 10 or more <sup>3</sup><br>(as of October 1, 2015 and the first day<br>of the month for the preceding eleven<br>(11) months) | 06-01-2017                                                   |
| 10-15-2016                                           | A Monthly Average of 10 or more <sup>3</sup><br>(as of October 1, 2016 and the first day<br>of the month for the preceding eleven<br>(11) months) | 06-01-2018                                                   |
| 10-15-2017                                           | A Monthly Average of 10 or more <sup>3</sup><br>(as of October 1, 2017 and the first day<br>of the month for the preceding eleven<br>(11) months) | 06-01-2019                                                   |
| 10-15-2018                                           | A Monthly Average of 10 or more <sup>3</sup><br>(as of October 1, 2018 and the first day<br>of the month for the preceding eleven<br>(11) months) | 06-01-2019                                                   |

<sup>1</sup> All Grants are subject to the terms of the Agreement.

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

<sup>3</sup> If Tenant employs less than a Monthly Average of the number of employees required by this Chart at the time of the Annual Certification, then Developer is not eligible for its next Economic Development Grant.. As an example, if the 10-01-2015 Annual Certification (or other evidence) shows only a Monthly Average of 8 Full-Time Equivalent Employment Units employees are employed by Tenant, then Developer is not eligible for its 6/1/2017 Economic Development Grants; however, if a Monthly Average of 10 or more Full-Time Equivalent Employment Units have been retained, then the full Grant (if otherwise eligible) shall be made. All Grants are subject to all the terms and conditions of this Development Agreement at all times.

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

Execution Version

EXHIBIT F  
TENANT/DEVELOPER ANNUAL CERTIFICATION  
(due by October 15th as required under terms of Development Agreement)

Developer and Tenant jointly certify the following:

During the time period covered by this Certification, Developer and Tenant are and were in compliance with Section 6.7 as follows:

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

(ii) The Minimum Improvements (building only) were first fully assessed on January 1, 20\_\_, at a full assessment value of \$\_\_\_\_\_;

(iii) The total number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 20\_\_ and as of the first day of each of the preceding eleven (11) months were are follows:

|                           |                          |
|---------------------------|--------------------------|
| October 1, 20__ : _____   | April 1, 20__ : _____    |
| September 1, 20__ : _____ | March 1, 20__ : _____    |
| August 1, 20__ : _____    | February 1, 20__ : _____ |
| July 1, 20__ : _____      | January 1, 20__ : _____  |
| June 1, 20__ : _____      | December 1, 20__ : _____ |
| May 1, 20__ : _____       | November 1, 20__ : _____ |

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LAKES INVESTMENT GROUP, L.L.C.

STORM LAKE RANCH, L.L.C.

By: \_\_\_\_\_  
James Bauer, \_\_\_\_\_

By: \_\_\_\_\_  
James Bauer, \_\_\_\_\_

STATE OF IOWA       )  
                              )    SS  
COUNTY OF POLK    )

This instrument was acknowledged, signed and sworn to before me on \_\_\_\_\_ by James Bauer, as \_\_\_\_\_ of Lakes Investment Group, L.L.C. and as \_\_\_\_\_ of Storm Lake Ranch, L.L.C.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**Attachments: (a) Proof of payment of taxes**

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Execution Version