

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
FEBRUARY 3, 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**
3. **Resolution No. 51-R-2013-2014 Authorizing Approval Of Option To Purchase**
4. **Public Hearing On Plans, Specifications, & Form Of Contract Airport Runway 13/31 Rehabilitation Project**
5. **Resolution No. 55-R-2013-2014 Approving Plans, Specifications, & Form Of Contract Airport Runway 13/31 Rehabilitation Project**
6. **Public Hearing On The Plans & Specifications For The West 5th Street Overlay Project**
7. **Resolution No. 56-R-2013-2014 Approving Plans & Specifications For The West 5th Street Overlay Project**
8. **Resolution 57-R-2013-2014 Accepting Change Order #3 For FEMA Sanitary Sewer System Mitigation Project, Contract 3**
9. **Motion Setting Public Hearing On Storm Lake Zoning Ordinance, Subdivision Ordinance, & Zoning Map**
10. **Resolution No. 58-R-2013-2014 Setting A Public Hearing On A Proposed Amendment To The Southwest Minnesota Housing Partnership Development Agreement**
11. **Ordinance No. 04-O-2013-2014 Make the Intersection of 13th Street & Seneca Street An All-Way Stop, Second Reading**
12. **Ordinance No. 05-O-2013-2014 Amendments To Title 10, Chapter 1, Of The Storm Lake City Code Regarding Sidewalks, Second Reading**
13. **Ordinance No. 06-O-2013-2014 Providing For Collection Of Incremental Taxes - McDonalds Parcel, Second Reading**
14. **Study Session On Zoning Ordinance, Subdivision Ordinance, & Zoning Map**
15. **Motion To Go Into Closed Session Reference Iowa Code Chapter 21.5 (j) To Discuss The Purchase Of Property**
16. Adjourn

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.
3. Please keep your remarks to three (3) minutes or less.
4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

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

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



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Staff Summary

2/3/2014

Agenda Item # A.



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

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Approve Sunrise Pointe List of Bills
- Approve January 20, 2014 Council Minutes

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$372,952.75
- King's Pointe Bills - \$167,823.35
- Sunrise Pointe Golf Course Bills - \$485.37

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe & Sunrise Pointe List of Bills	List of Bills
☐ Minutes January 20, 2014	Minutes

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

Checks for Approval Report

From: 01/21/14 To 02/03/14
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00554.01.2014 Aflac Pretax	472.64
AFLAC	PR Batch 00554.01.2014 Aflac After tax	160.56
BOTO KAMAL	Refund Check	29.35
BOTO KAMAL	Refund Check	63.76
BOTO KAMAL	Refund Check	24.03
BOTO KAMAL	Refund Check	2.07
BOTO KAMAL	Refund Check	10.12
CASCO NOE	Refund Check	44.53
CASCO NOE	Refund Check	73.93
CASCO NOE	Refund Check	27.03
CASCO NOE	Refund Check	3.13
CASCO NOE	Refund Check	11.38
CASTRO JUAN/OLGA	Refund Check	160.00
CHANTHAVYSOUK COLA	Refund Check	1.04
CHANTHAVYSOUK COLA	Refund Check	1.48
CHANTHAVYSOUK COLA	Refund Check	0.46
CHANTHAVYSOUK COLA	Refund Check	0.08
CHANTHAVYSOUK COLA	Refund Check	0.19
City of Storm Lake	PR Batch 00554.01.2014 Dental employee/child	8.46
City of Storm Lake	PR Batch 00554.01.2014 Dental insurance employee c	15.68
City of Storm Lake	PR Batch 00554.01.2014 Dental employee/spouse	20.00
City of Storm Lake	PR Batch 00554.01.2014 Dental insurance family	97.75
City of Storm Lake	PR Batch 00554.01.2014 125 Flexible Benefits	672.44
City of Storm Lake	PR Batch 00554.01.2014 Flex- Child Care	115.38
City of Storm Lake	PR Batch 00554.01.2014 Health Insurance Family	2,061.88
City of Storm Lake	PR Batch 00554.01.2014 Health Insurance Single	338.56
Collection Services Center	PR Batch 00554.01.2014 Child Support Payments to I	619.38
Conseco Health Insurance Co	PR Batch 00554.01.2014 Cancer Pre Tax Insurance	58.30
EFTPS	PR Batch 00554.01.2014 Federal Income Tax	9,241.84
EFTPS	PR Batch 00554.01.2014 FICA Employee Portion	3,709.05
EFTPS	PR Batch 00554.01.2014 FICA Employer Portion	3,709.05
EFTPS	PR Batch 00554.01.2014 Medicare Employee Portion	1,364.73
EFTPS	PR Batch 00554.01.2014 Medicare Employer Portion	1,364.73
FRANZE INGRID	Refund Check	130.00
FRIESEN DUSTIN	Refund Check	39.76
FRIESEN DUSTIN	Refund Check	65.19
FRIESEN DUSTIN	Refund Check	34.27
FRIESEN DUSTIN	Refund Check	2.79
FRIESEN DUSTIN	Refund Check	14.44
HERNANDEZ ISAAC	Refund Check	15.20
HERNANDEZ ISAAC	Refund Check	29.84
HERNANDEZ ISAAC	Refund Check	13.34
HERNANDEZ ISAAC	Refund Check	1.06
HERNANDEZ ISAAC	Refund Check	5.62
HTOO PWAY	Refund Check	27.62
HTOO PWAY	Refund Check	56.61
HTOO PWAY	Refund Check	24.25
HTOO PWAY	Refund Check	1.93
HTOO PWAY	Refund Check	10.20
ICMA Retirement Trust 457	PR Batch 00554.01.2014 ICMA	985.00
Iowa Public Employees	PR Batch 00554.01.2014 IPERS	3,681.11
Iowa Public Employees	PR Batch 00554.01.2014 IPERS City Share	5,524.58
ITT Hartford AMS RPVA	PR Batch 00554.01.2014 457 Hartford	325.00
KU KAW	Refund Check	160.00
Muni Fire/Police Retire	PR Batch 00554.01.2014 Muni Police/Fire Pension	2,989.67
Muni Fire/Police Retire	PR Batch 00554.01.2014 Muni Police/Fire Pension Ci	9,579.66
NGUYEN TOAN	Refund Check	45.68

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NGUYEN TOAN	Refund Check	74.02
NGUYEN TOAN	Refund Check	26.12
NGUYEN TOAN	Refund Check	3.19
NGUYEN TOAN	Refund Check	10.99
NORTHWEST PETROLEUM	Refund Check	160.00
RUMBO BEJAMIN	Refund Check	29.06
RUMBO BEJAMIN	Refund Check	63.45
RUMBO BEJAMIN	Refund Check	25.52
RUMBO BEJAMIN	Refund Check	2.01
RUMBO BEJAMIN	Refund Check	10.75
Teamsters Local Union 554	PR Batch 00554.01.2014 Union Dues	254.00
Treasurer State Of Iowa	PR Batch 00554.01.2014 State Income Tax	3,576.41
TUCKER AARON	Refund Check	3.91
TUCKER AARON	Refund Check	5.84
TUCKER AARON	Refund Check	2.04
TUCKER AARON	Refund Check	0.27
TUCKER AARON	Refund Check	0.86

UNAVAILABLE	Department Total =	52,494.27
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Police Department

City of Storm Lake	Police In-Car Laptops	19,846.41
City of Storm Lake	Health Ins Allocations Feb2014	20,830.60
Digital Ally Inc	Battery Pack (3)	100.00
Fareway Store #461	Paper Sacks for Evidence	3.00
Hy-Vee, Inc	Supplies	17.97
Hy-Vee, Inc	Supplies	17.98
Intl Assn Chiefs of Police	2014 Membership Renewal Jan-Dec 2014- Erskine	120.00
Iowa Office Supply Inc	Maintenace Contract	103.03
Jack's Uniforms & Equipment	New Badge- Chaplain	105.94
Jack's Uniforms & Equipment	Raincoat- Anderson	57.94
Mangold Environmental Testing	Shipping	6.38
NW Ia Youth Emergency Services	Transportation & Mileage	54.00
NW Ia Youth Emergency Services	Transportation & Mileage	45.50
Pilot Tribune	2014 Subscription- PD	65.00
Principal Life Ins Co	Insurance Premium Feb 2014	2,140.59
Rasmussen's	Replaced Ignition Coil In P-4	914.00
Rasmussen's	Replaced Steering Angle Sensor In P-4	245.54
Storm City Auto Parts	Lamp, Connectors, & Tape	7.83
Storm City Auto Parts	Tail Lamp Radar Trailer Returned	-6.88
Storm City Auto Parts	Wire Assembly for Radar Trailer	14.75
Ultramax Ammunition	Ammo from FY2013 Order PO#2013-083	4,732.00
Wal Mart #01-1526	Supplies	8.00
Wal Mart #01-1526	Supplies	2.94
Wal Mart #01-1526	Tape (4)	4.00

Police Department	Department Total =	49,436.52
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Fire Department

City of Storm Lake	Health Ins Allocations Feb2014	1,912.64
Feld Equipment Company, Inc Ed M	Insulated Boots- Benedict	151.00
Feld Equipment Company, Inc Ed M	Faceshield & Gloves	473.20
Principal Life Ins Co	Insurance Premium Feb 2014	169.70
Subway	Meeting Expense- No Tax	108.00

Fire Department	Department Total =	2,814.54
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Building Official

City of Storm Lake	Health Ins Allocations Feb2014	2,147.52
Emmons & Olivier Resources Inc	Dec 2013 SW Ordinance Assistance	326.25
Principal Life Ins Co	Insurance Premium Feb 2014	139.30
Rebnord Technologies Inc	Building Official LCD Monitor	399.90

Building Official

Department Total = 3,012.97

Law Enforcement

Buena Vista Co Attorney	Forfited Case sl12-1731	7,578.51
Buena Vista Co Attorney	Forfited Case sl13-0874	106.26
Buena Vista Co Attorney	Forfited Case sl12-0404	292.50
Iowa Dept of Justice Attorney General's Office	Forfeited Case sl12-1731	3,360.00
Iowa Dept of Justice Attorney General's Office	Forfeited Case sl13-0874	39.00
Iowa Dept of Justice Attorney General's Office	Forfeited Case sl12-0404	130.00
Phillips & Phillips Trucking	Trailer Brake for P-25	448.86

Law Enforcement

Department Total = 11,955.13

Roadway Maintenance

City of Storm Lake	Health Ins Allocations Feb2014	4,875.71
CNH Capital LLC	Handle, Tank, Trigger, Throttle & Supplies	219.37
Fastenal Company	Supplies	9.24
Fastenal Company	Supplies	7.02
Iowa Office Supply Inc	Maintenace Contract	15.97
La Prensa LLC	Snow Ordinance Ad	143.75
McCrea Enterprises	Redwood Stain Oil	66.00
Principal Life Ins Co	Insurance Premium Feb 2014	369.12
ProBuild	Supplies	284.10
Vermeer Sales & Service Inc	Sleeve, Clutch, Pressures, Exhaust Supplies	781.36
Zee Medical Inc	First Aid Supplies	40.00
Zee Medical Inc	First Aid Supplies	99.95

Roadway Maintenance

Department Total = 6,911.59

Snow Removal

City of Storm Lake	Health Ins Allocations Feb2014	1,716.60
Principal Life Ins Co	Insurance Premium Feb 2014	139.06

Snow Removal

Department Total = 1,855.66

Airport

Ascent Aviation Group, Inc.	Jet A Fuel 7099 Net Gal	25,141.28
Bart's Flying Service	Airport Contract January 2014	4,895.00
Bolton & Menk, Inc	Engineering Services- Runway 13/31	10,996.50
Certified Testing Services, Inc	Geotechnical Report	3,440.00
Iowa Lakes Regional Water	Water Services- January 2014	52.62
Liberty Food Service Inc	Refund for Overpayment of Hangar Rent 2005	1,050.00
Mailboxes & Parcel Depot	Shipping	42.58

Airport

Department Total = 45,617.98

Transit

City of Storm Lake
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Regional Transit Authority	2nd Quarter FY2014 City Support Service	477.00
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Transit	Department Total =	477.00
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Library

Barnes & Noble Booksellers, Inc	EGC Certificate	100.00
Brodart Co	Books	16.69
Brodart Co	Books	60.35
Brodart Co	Books	15.64
Buena Vista Stationery & Print Inc	Paper	7.50
Buena Vista Stationery & Print Inc	Date Stamper	38.47
Center Point Large Print Inc	Books	170.96
Center Point Large Print Inc	Books	41.94
Central Iowa Distributing, Inc	Cleaning Supplies	101.70
City of Storm Lake	Health Ins Allocations Feb2014	4,499.41
Control System Specialists, LLC	Replaced Valve for Floor Heating System	1,875.00
Custodian of Petty Cash Kim Mehlenbacher	Postage	5.23
Custodian of Petty Cash Kim Mehlenbacher	Postage	8.06
Custodian of Petty Cash Kim Mehlenbacher	Postage	6.11
Custodian of Petty Cash Kim Mehlenbacher	Postage	10.89
Custodian of Petty Cash Kim Mehlenbacher	Postage	8.49
Custodian of Petty Cash Kim Mehlenbacher	Postage	2.83
Custodian of Petty Cash Kim Mehlenbacher	Postage	7.63
Custodian of Petty Cash Kim Mehlenbacher	Postage	12.86
Custodian of Petty Cash Kim Mehlenbacher	Postage	5.07
Custodian of Petty Cash Kim Mehlenbacher	Postage	7.63
Custodian of Petty Cash Kim Mehlenbacher	Postage	37.29
Custodian of Petty Cash Kim Mehlenbacher	Postage	18.95
Custodian of Petty Cash Kim Mehlenbacher	Postage	4.80
Gray Misty	Consulting Services- December 2013	500.00
Hy-Vee, Inc	Library Supplies	10.17
Ingram Library Services, Inc	Books	33.58
Ingram Library Services, Inc	Books	48.04
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	9.58
Ingram Library Services, Inc	Books	32.95
Ingram Library Services, Inc	Books	6.18
Iowa Department of Education	Annual Membership- Hudspeth	35.00
Iowa Department of Education	Annual Membership- Huff	75.00
Iowa Department of Education	Annual Membership- Mehlenbacher	60.00
Midwest Tape LLC	Tapes	40.98
Midwest Tape LLC	Tapes	22.99
Midwest Tape LLC	Tapes	22.99
Principal Life Ins Co	Insurance Premium Feb 2014	153.06
ProElect/Professional Electronics	Fire Alarm Inspection	260.00
Recorded Books LLC	CDs	31.50
Recorded Books LLC	CDs	35.99

Library	Department Total =	8,458.30
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Parks Department

Automotive Service Center Inc	Truck Engine F350	1,756.50
Buena Vista Power Equipment, Inc	Gator Blade	209.86
City of Storm Lake	Health Ins Allocations Feb2014	1,895.86
City of Storm Lake	Oil Change #1	34.79
City of Storm Lake	Installed New Engine #136	480.35
Graham Tire	Tires for Toro	197.96

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Principal Life Ins Co	Insurance Premium Feb 2014	183.82
Parks Department		Department Total = 4,759.14
Golf Course		
City of Storm Lake	Health Ins Allocations Feb2014	543.02
Principal Life Ins Co	Insurance Premium Feb 2014	40.73
Golf Course		Department Total = 583.75
Campgrounds		
City of Storm Lake	Health Ins Allocations Feb2014	181.01
Principal Life Ins Co	Insurance Premium Feb 2014	13.58
Campgrounds		Department Total = 194.59
UNAVAILABLE		
Stille Pierce & Pertzborn	Marina- Added to GL Property	522.00
Stille Pierce & Pertzborn	Marina- Pollution Liab Policy	537.00
UNAVAILABLE		Department Total = 1,059.00
Awaysis		
Buena Vista Abstract & Title Co	Update Report of Sunset Bay Reflection LLC	200.00
Awaysis		Department Total = 200.00
Shelter House		
Crescent Electric Supply Co	Shelter House 12V Photo Control	12.50
Crescent Electric Supply Co	Shelter House Router Switch	7.15
Shelter House		Department Total = 19.65
Dohrman Trust		
Century Business Products,Inc	Copier Maintenacne (Partial)	15.00
Dohrman Trust		Department Total = 15.00
Economic Develop		
City of Storm Lake	Health Ins Allocations Feb2014	927.42
Principal Life Ins Co	Insurance Premium Feb 2014	60.24
RDG IA Inc	Professional Services through December 31, 2013	11,472.48
UNAVAILABLE		Department Total = 12,460.14
Bargloff TIF		
Harvest International Inc	2012 Tax Rebate Payment #1	23,335.00
Bargloff TIF		Department Total = 23,335.00
Dredging		

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City of Storm Lake	Health Ins Allocations Feb2014	139.04
Principal Life Ins Co	Insurance Premium Feb 2014	8.39

Dredging	Department Total =	147.43
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Mayor, Council, Manager

City of Storm Lake	Health Ins Allocations Feb2014	320.59
Principal Life Ins Co	Insurance Premium Feb 2014	48.10

Mayor, Council, Manager	Department Total =	368.69
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Policy & Administration

City of Storm Lake	Health Ins Allocations Feb2014	1,371.87
Principal Life Ins Co	Insurance Premium Feb 2014	110.32

Policy & Administration	Department Total =	1,482.19
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Tort Liability

Thomas Manufacturing Co Inc RJ	Signage for Police Car Damaged Door	82.34
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Tort Liability	Department Total =	82.34
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Other Policy & Administration

Genesis Development	Conf Shredding	26.50
Hoffman's Inc	Plant for Wally Burns	41.00
IMFOA	April 2014 Spring Athenian Dialogue- Movall	18.34
Iowa Office Supply Inc	Ribbon, Folder, Boxes	30.38
Iowa Office Supply Inc	Ink	27.11
Iowa Office Supply Inc	Maintenace Contract	15.97
Moss & Barnett	Cable Franchise Legal Fees	2,177.00
Moss & Barnett	Legal Services- Nov 2013- Cable Franchise	-216.00
Pilot Tribune	2014 Subscription- City Hall	21.67
Pitney Bowes Inc.	2014 1st Quarter Postage Machine Rental	100.00
ProBuild	Supplies	239.35
Wal Mart #01-1526	Office Supplies	50.83

Other Policy & Administration	Department Total =	2,532.15
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Water Administration

City of Storm Lake	Health Ins Allocations Feb2014	3,175.86
IMFOA	April 2014 Spring Athenian Dialogue- Movall	18.33
Iowa Office Supply Inc	Ink	27.10
Iowa Office Supply Inc	Ribbon, Folder, Boxes	30.39
Iowa Office Supply Inc	Maintenace Contract	15.97
Pilot Tribune	2014 Subscription- City Hall	21.67
Pitney Bowes Inc.	2014 1st Quarter Postage Machine Rental	100.00
Principal Life Ins Co	Insurance Premium Feb 2014	249.95
Qualified Presort Service, LLC	Past Due Notices	82.65
Springbrook Software, Inc	December 2013 Online Payments	108.50

Water Administration	Department Total =	3,830.42
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Water Plant

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Chem-Sult Inc	Sodium Chlorite	2,252.64
Chem-Sult Inc	Sodium Chlorite Freight	125.00
City of Storm Lake	Health Ins Allocations Feb2014	2,277.82
Environmental Resource Associates	Proficiency Samples	259.66
Fastenal Company	Containment Area Bolts- Sludge Press	31.16
Hawkins, Inc	Sodium Aluminate	635.88
Hawkins, Inc	Sodium Aluminate Freight	53.50
Hickman, Williams & Company	Lime	4,487.38
Hickman, Williams & Company	Lime Freight	267.86
Hickman, Williams & Company	Lime Freight	264.24
Hickman, Williams & Company	Lime	4,252.77
Hickman, Williams & Company	Lime	4,078.35
Hickman, Williams & Company	Lime Freight	253.41
Hickman, Williams & Company	Lime Freight	263.61
Hickman, Williams & Company	Lime	4,416.18
Holiday Inn Des Moines Northwest	Mike Davis Room #329 11/21/2013	183.68
Iowa Office Supply Inc	Maintenace Contract	5.93
Mailboxes & Parcel Depot	Shipping	11.38
Mailboxes & Parcel Depot	Shipping	11.03
Northern Safety Co, Inc	Safety Supplies	134.34
PraxAir inc	Carbon Dioxide	789.48
Principal Life Ins Co	Insurance Premium Feb 2014	409.70
ProElect/Professional Electronics	Security Cameras	1,978.80
Rebnord Technologies Inc	Security Camera Video Converters	194.85
USA Blue Book	Tools- Hydrant Sampling	577.68
USA Blue Book	Tools- Hydrant Sampling	110.32
Van's Sanitation, Inc	December 2013 Lime Sludge Hauling- 35 Loads	7,420.00
Veenstra & Kimm, Inc	Well #20 Design 12/15/2013 to 1/18/2014	4,777.38
Wal Mart #01-1526	Bleach	14.98
Wal Mart #01-1526	Supplies	8.79
Wal Mart #01-1526	Distilled Water	147.84
Wal Mart #01-1526	Heaters	72.00
Wal Mart #01-1526	Camera Security System Monitoring Equipment	1,333.92

Water Plant	Department Total =	42,101.56
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Water Distribution

City of Storm Lake	New Oil Cooler #35	1,364.66
City of Storm Lake	Health Ins Allocations Feb2014	1,901.56
Fastenal Company	Supplies	39.34
HD Supply Waterworks, Ltd.	Clamp (2)	119.00
HD Supply Waterworks, Ltd.	Clamp (6)	385.88
HD Supply Waterworks, Ltd.	Ratchet Return, Wrench Purchase	-0.50
Mangold Environmental Testing	Bacteria Water Testing	335.00
Principal Life Ins Co	Insurance Premium Feb 2014	191.74
Reinert Michael P	Repair Aluminum Trench Box	89.20
Reinert Michael P	Acetylene Refill	61.00
Underground Location Company	Locates- December 2013	24.70
Veenstra & Kimm, Inc	Water System Modeling 12/15/2013 to 1/18/2014	584.00
Vermeer Sales & Service Inc	Coupler	135.00

Water Distribution	Department Total =	5,230.58
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Water Meters

Camerer James W	CDL Reimbursement- Camerer	20.00
City of Storm Lake	Health Ins Allocations Feb2014	1,128.93

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Principal Life Ins Co	Insurance Premium Feb 2014	92.01
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Water Meters	Department Total =	1,240.94
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Wastewater Administration

City of Storm Lake	Health Ins Allocations Feb2014	3,166.57
IMFOA	April 2014 Spring Athenian Dialogue- Movall	18.33
Iowa Office Supply Inc	Ink	27.10
Iowa Office Supply Inc	Ribbon, Folder, Boxes	30.38
Iowa Office Supply Inc	Maintenace Contract	15.97
Pilot Tribune	2014 Subscription- City Hall	21.66
Pitney Bowes Inc.	2014 1st Quarter Postage Machine Rental	100.00
Principal Life Ins Co	Insurance Premium Feb 2014	248.50
Qualified Presort Service, LLC	Past Due Notices	82.65
Springbrook Software, Inc	December 2013 Online Payments	108.50

Wastewater Administration	Department Total =	3,819.66
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Wastewater Treatment Plant

Century Link	Phone Service- January 2014- No Tax	179.99
City of Storm Lake	Health Ins Allocations Feb2014	2,277.82
Principal Life Ins Co	Insurance Premium Feb 2014	592.51
Wal Mart #01-1526	Lab & Laundry Supplies	12.64

Wastewater Treatment Plant	Department Total =	3,062.96
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Wastewater Collection

City of Storm Lake	Health Ins Allocations Feb2014	1,911.22
Principal Life Ins Co	Insurance Premium Feb 2014	192.58
Underground Location Company	Locates- December 2013	24.70
Veenstra & Kimm, Inc	Construction Admin 12/15/2013 to 1/18/2014	2,069.95
Veenstra & Kimm, Inc	Construction Admin 12/15/2013 to 1/18/2014	275.69
Veenstra & Kimm, Inc	Construction Admin 12/15/2013 to 1/18/2014	413.99
Veenstra & Kimm, Inc	Construction Observation 12/15/2013 to 1/18/2014	3,451.61
Veenstra & Kimm, Inc	Construction Observation 12/15/2013 to 1/18/2014	2,301.07
Veenstra & Kimm, Inc	Construction Observation 12/15/2013 to 1/18/2014	17,258.03
Veenstra & Kimm, Inc	WWTP Solids Handling 12/15/2013 to 1/18/2014	3,687.05

Wastewater Collection	Department Total =	31,585.89
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Landfill

City of Storm Lake	Health Ins Allocations Feb2014	450.06
Iowa Office Supply Inc	Maintenace Contract	15.97
Principal Life Ins Co	Insurance Premium Feb 2014	2.23
Qualified Presort Service, LLC	Past Due Notices	82.65
Springbrook Software, Inc	December 2013 Online Payments	108.50

Landfill	Department Total =	659.41
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Storm Water Administration

City of Storm Lake	Health Ins Allocations Feb2014	722.93
Iowa Office Supply Inc	Maintenace Contract	15.97
Principal Life Ins Co	Insurance Premium Feb 2014	20.31
Qualified Presort Service, LLC	Past Due Notices	82.65

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

Checks for Approval Report

From: 01/21/14 To 02/03/14
User: tyler.gibbins

Springbrook Software, Inc	December 2013 Online Payments	108.50
Storm Water Administration		Department Total = 950.36
Storm Water Collection		
City of Storm Lake	Health Ins Allocations Feb2014	451.42
Emmons & Olivier Resources Inc	Dec 2013 Engineering Service- Expansion Blvd Desig	11,469.21
Principal Life Ins Co	Insurance Premium Feb 2014	21.93
Storm Water Collection		Department Total = 11,942.56
Street Cleaning		
City of Storm Lake	Health Ins Allocations Feb2014	450.73
Principal Life Ins Co	Insurance Premium Feb 2014	28.54
Street Cleaning		Department Total = 479.27
Insurance		
Group Resources	2014 Annual Fee	1,841.00
Group Resources	January 2014 Insurance Premium	17,502.36
Group Resources	February 2014 Insurance Premium	17,502.36
Group Resources	February 2014 Admin Charges	90.00
Three Rivers Benefit Corporation	Flex Claims January 15, 2014	152.90
Insurance		Department Total = 37,088.62
UNAVAILABLE		
Wiebers Fitness	Hydration Challenge Prizes- No Tax	359.82
UNAVAILABLE		Department Total = 359.82
Vehicle Maintenance		
Reinert Michael P	Steel Materials	35.00
Reinert Michael P	Steel Materials	71.32
Schmit John	Tools	221.35
Vehicle Maintenance		Department Total = 327.67
	Grand Total =	372,952.75

King's Pointe Resort
Disbursements 1/16/2014 through 1/29/2014

Vendor Name	Description	Amount
ACCO	supplies	2,375.00
Ace Hardware (2)	supplies	266.36
Al's Liquor	beverages	90.36
Aramark Uniform Services (2)	uniforms	2,139.85
ASSA Abloy/Vingcard Elsafe	supplies	93.89
Automatic Door Group, Inc.	repairs	794.10
Budget Lighting, Inc.	supplies	116.26
Buena Vista Stationery (2)	supplies	983.84
Burke Engineering Sales Co.	supplies	184.32
Capital Sanitary Supply Co.	supplies	206.04
Carlisle Ryan Digital Services	supplies	75.57
Citadel Communications Co. - KCAU	advertising	1,300.00
City of Storm Lake	water	387.87
Color-ize (2)	supplies	2,586.87
Comm 1st Broadcasting - KKIA/KAYL	advertising	1,100.00
Copper Cottage (2)	repairs	5,096.70
Daniels Filter Service	supplies	464.60
Doll Distributing	beverages	368.00
Ed M. Feld Equipment Co. Inc.	supplies	2,039.60
Elements by K Sorbe Inc	supplies	556.35
Fairway Outdoor Funding, LLC	billboard	805.00
Ferguson Enterprises, Inc.	supplies	144.76
G & R Controls Inc.	repairs	2,299.00
Glazer's Distributors	beverages	170.70
Graffix Inc DBA Wall of Fame (2)	uniforms	2,816.91
Hard Tops of Iowa	repairs	1,289.00
Hy-Vee Food Stores (2)	food	174.58
Iowa Office Supply, Inc. (2)	supplies	1,151.58
J Dan Skinner.com, Inc.	tech support	25.00
Janitor's Closet	supplies	115.57
Jayme Riedell	reimbursement	74.00
Johnson Brothers/Iowa Wine & Bev	beverages	290.00
Kineth Hotel Corporation	payroll	61,718.60
KSUX Radio/KSCJ	advertising	1,080.00
Lake Electric Supply	supplies	99.04
Lakeshore Cyclery & Fitness (2)	supplies	420.00
Maintenance USA (2)	supplies	158.60
Mangold Environmental	testing	90.00
MidAmerican Energy Company	electric service	11,522.40
Midwestern Mechanical Inc.	supplies	104.35
Nick Edwards	reimbursement	425.29
Olsen Welding & Machine Shop	supplies	75.00
Orkin Exterminating Inc (2)	pest control	385.00
Pepsi-Cola Bottling Co. (2)	beverages	1,194.17
Probuild Company LLC	supplies	59.80
Ray Martin Company	supplies	831.33
Rebnord Technologies Inc.	tech support	2,058.33
Red Book Solutions	supplies	46.65
Rent-all Inc.	rental fee	45.00
SAGA Communications - KICD, KLLT	advertising	396.00
Sara Kreutz	entertainment	100.00
Sceptre Hospitality Resources	supplies	1,379.36
Seminole Retail Energy Servc.	utilities	11,543.66
Smith Travel Research, Inc.	supplies	1,600.00
Stephanie Wandrey	reimbursement	109.29
Storm Lake Chamber	membership	905.00
Sysco Guest Supply LLC	supplies	655.60

The Storm Lake Times (2)	advertising	196.06
Treasurer State of Iowa (2)	sales tax	19,271.00
UPS (2)	shipping	52.10
US Foods (2)	food	19,041.77
Vizergy	web support	750.00
Whirley Industries Inc	supplies	928.27
	Totals	167,823.35

Sunrise Pointe Golf Course
Disbursements 1/16/2014 through 1/29/2014

Midamerican Energy Company	utilities	399.21
Julius Cleaners	cleaning	3.80
Kinseth Hotel Corporation	payroll/mgmt fee	82.36
	Totals	485.37

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JANUARY 20, 2014, 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, Bruce Engelmann, David Walker (5:02pm), 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, Project Manager/Community Development Director Mike Wilson, Doug Rainforth Water Quality Manager, Todd Allen Water Plant Superintendent, Jacob Stewart Wastewater Plant Superintendent, Jennifer Movall Finance Department Manager, Elizabeth Huff library, and Justin Yarosevich City Clerk.

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

Hear the Public – None

Consent Agenda – Moved by Council Member Porsch to approve the consent agenda which included checks #44747 through #44887, minutes from the January 6, 2014 council meeting, liquor license renewal for Star Video and Plaza Mexico, new liquor license for Little Vientiene (new owner Khambong and Manh Keokham), and appointment of Emily Jackson to the ADA Compliance Committee. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker absent. Motion carried.

Sale of Land – Mayor Kruse opened the public hearing on the proposed sale of 12.095 acres to Steve Brashears pending approval of an option to purchase the land from the Peterson family stating that this was the time and place for any comments. There were a few phone calls regarding the issue but no one present at the meeting. Hearing no comments the Mayor then closed the public hearing.

Option to Purchase Land – Moved by Council Member Walker to table Resolution No. 51-R-2013-2014 an option to buy real estate from David & Ruth Peterson and approving sale and conveyance of part of such real estate. Seconded by Council Member Prosch. Vote: All ayes. Motion carried.

W. 5th Street Project – Moved by Council Member Engelmann to set the public hearing for February 3, 2014 on the plans, specifications, and form of contract for the W. 5th Street Overlay Project. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Housing Grant – Moved by Council Member Anderson to award bid to Simmering & Cory for Administrative Services and Technical Services for a Housing Rehabilitation Grant (if awarded by the IEDA). Administrative Services cost \$17,500 and Technical Services cost \$3,100 per house plus \$1,400 per home for lead-base paint. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Airport Runway 13/31 Rehabilitation – Moved by Council Member Engelmann to set a public hearing for February 3, 2014 on the plans, specifications, and form of contract for the Airport Runway 13/31 Rehabilitation Project. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Evertex Tower Lease Amendment – Moved by Council Member Walker to approve the First Amendment to Water Tower Lease with Evertex, Inc. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

North Central Storm Water Project – Moved by Council Member Anderson to approve an amendment to the engineering agreement with Bolton & Menk for the North Central Storm Water Project. Cost of amendment to the original agreement is \$92,760.00. Total engineering fee \$269,400.00. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Lime Hauling Contract – Moved by Council Member Engelmann to approve a contract with Mitchell Nasers of Sutherland, Iowa for lime disposal for the Water Treatment Plant. Cost is \$140.00 per 26 to 28 ton load of lime. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

#4 LMI Housing Urban Renewal Plan – Moved by Council Member Walker to adopt Resolution No. 52-R-2013-2014 setting dates of a consultation and a public hearing on a proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan. Public hearing date February 17, 2014 at 5:00PM and consultation session January 28, 2014 at 9:00am. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

RESOLUTION NO. 52-R-2013-2014

RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 1 TO THE #4 LMI HOUSING URBAN RENEWAL PLAN IN THE CITY OF STORM LAKE, STATE OF IOWA

WHEREAS, by Resolution No. 02-R-2013-2014, adopted July 1, 2013, 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 #4 LMI Housing Urban Renewal Plan (the "Plan") for the #4 LMI Housing Urban Renewal Plan Area (the "#4 LMI Housing Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

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

A tract of land located in the North Half of the Southwest Quarter (N½SW¼) of Section 34, Township 91 North, Range 37 West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows:

Field Code Ch

Commencing at the Southeast (SE) corner of the Northwest Quarter of the Southwest Quarter (NW¼SW¼) of said Section 34; thence North 00°02'19" West, along the East line of said Northwest Quarter of the Southwest Quarter (NW¼SW¼), 30.00 feet to the North line of West 10th Street being also the Point of Beginning; thence North 89°56'56" East, along said North line, 332.89 feet to the West line of proposed Witter Street; thence North 00°01'00" West, along said West line, 770.00 Feet; thence North 89°55'06" West, 382.17 Feet to the East line of a tract described in document number 983710 in the office of the Buena Vista County Recorder; thence South 00°11'13" East, along said east line, 770.78 feet to the North line of said West 10th Street; thence South 89°55'30" East, along said North line, 46.99 feet to the point of beginning.

Tract contains 6.74 acres and is subject to all easements of record.

AND

The #4 LMI Housing Urban Renewal Area also includes the full right-of-way of adjacent road and street bordering the Area, including proposed Witter Street; and

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 1 to the Plan ("Amendment No. 1" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 1 to the Urban Renewal Plan adds no new land; and

Field Code Ch

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the

hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 28th day of January, 2014, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 9:00 o'clock A.M., and the City Clerk is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF STORM LAKE, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDMENT NO. 1 TO THE #4 LMI HOUSING
URBAN RENEWAL PLAN FOR THE CITY OF STORM LAKE,
STATE OF IOWA

The City of Storm Lake, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 9:00 o'clock A.M. on January 28, 2014, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa concerning a proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan, a copy of which is attached hereto.

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

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Clerk, as the designated representative of the City of Storm Lake, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

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

Dated this _____ day of _____, 2014.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan before the City Council at its meeting which commences at 5:00 o'clock P.M. on February 17, 2014, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public

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

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 1 TO THE #4 LMI
HOUSING URBAN RENEWAL PLAN FOR AN URBAN
RENEWAL AREA IN THE CITY OF STORM LAKE, STATE
OF IOWA

The City Council of the City of Storm Lake, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:00 o'clock P.M. on February 17, 2014 in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, to consider adoption of a proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Storm Lake, State of Iowa, legally described as follows:

A tract of land located in the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 34, Township 91 North, Range 37 West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows:

Commencing at the Southeast (SE) corner of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 34; thence North 00°02'19" West, along the East line of said Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), 30.00 feet to the North line of West 10th Street being also the Point of Beginning; thence North 89°56'56" East, along said North line, 332.89 feet to the West line of proposed Witter Street; thence North 00°01'00" West, along said West line, 770.00 Feet; thence North 89°55'06" West, 382.17 Feet to the East line of a tract described in document number 983710 in the office of the Buena Vista County Recorder; thence South 00°11'13" East, along said east line, 770.78 feet to the North line of said West 10th Street; thence South 89°55'30" East, along said North line, 46.99 feet to the point of beginning.

Tract contains 6.74 acres and is subject to all easements of record.

AND

The #4 LMI Housing Urban Renewal Area also includes the full right-of-way of adjacent road and street bordering the Area, including proposed Witter Street.

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

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

The general scope of the urban renewal activities under consideration in the Amendment is to stimulate, through public involvement and commitment, private investment in low and moderate income residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of costs for urban renewal projects may be sought if and to the extent incurred by the City. The Amendment provides that it may be amended from time to time.

Field Cod

The proposed Amendment No. 1 would add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

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

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

Dated this _____ day of _____, 2014.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 20th day of January, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Exhibit 1

#4 LMI HOUSING URBAN RENEWAL PLAN

AMENDMENT #1

CITY OF STORM LAKE, IOWA

**Original Area Adopted –2013
Amendment #1 – 2014**

AMENDMENT #1
to the
#4 LMI HOUSING URBAN RENEWAL PLAN
CITY OF STORM LAKE, IOWA

The #4 LMI Housing Urban Renewal Plan (“Plan”) for the #4 LMI Housing Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 2013, is being amended to add and/or confirm the list of proposed projects to be undertaken within the #4 LMI Housing Urban Renewal Area by this Amendment #1 (“Amendment” or “Amendment #1”). No land is being added to the Area by this Amendment.

Except as modified by this Amendment, the provisions of the original #4 LMI Housing Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

AREA DESIGNATION

This area continues to be an economic development district that is appropriate for the development of LMI residential housing units.

AREA OBJECTIVES

There are no changes in the Area objectives.

TYPES OF RENEWAL ACTIVITIES

There are no changes in the types of renewal activities to be undertaken within the Area.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

The following urban renewal projects were previously authorized in the Plan and are continuing and have been updated by this Amendment.

The Previously Approved Projects, including those that will continue in the Area, include the following Public Improvements projects:

Public Improvements:

<u>Project</u>	<u>Date</u>	<u>Estimated Amount</u>
Extension of existing water main to provide water service to LMI housing development.	2013-2014	\$75,000
Installation of street lights needed to provide lighting to LMI housing development.	2013-2014	\$30,000
Construction and installation of two rain garden	2013-2014	\$20,000

intakes at LMI housing development.		
Construction and installation of a temporary gravel hammerhead at the north end of the extended Ontario Street	2013-2014	\$5,000
Total		\$130,000

Other urban renewal activities planned in the Urban Renewal Area:

<u>Project</u>	<u>Date</u>	<u>Estimated Amount</u>
Assistance to 10 th Street Townhomes LLLP for construction of LMI residential Townhomes Project	Undetermined	\$410,700
TOTAL		\$410,700

Furtherance of urban renewal activities will continue to require engineering and planning costs and attorney fees (estimated at \$20,000).

PROPOSED URBAN RENEWAL PROJECTS (Amendment #1)

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the #4 LMI Housing Urban Renewal Plan, as previously amended, the proposed urban renewal projects under this Amendment include:

- 1) Amendment No. 1 to Agreement for Private Development with 10th Street Townhomes LLLP:

Project	Estimated Date	Not to Exceed Cost	Rationale
Rebate of a portion of the building permit fee	2014	\$27,011.06	This payment will promote economic development and the creation of LMI housing by supporting the 10 th Street Townhomes LLLP LMI residential townhomes project.
Total		Not to exceed \$27,011.06	

2) **Planning, engineering fees (for urban renewal plans), attorney fees to support urban renewal projects and planning**

Project	Date	Estimated cost
Fees and costs	2013-2015	Not to exceed \$20,000

FINANCIAL INFORMATION

1.	July 1, 2013 constitutional debt limit:	\$22,588,439
2.	Current outstanding general obligation debt:	\$15,620,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Proposed Urban Renewal Project (Amendment #1) has been determined to be \$27,011.06 plus up to \$20,000 of urban renewal-related fees and costs. This document is for planning purposes only. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Urban Renewal Projects as described above will be approximately as follows:	\$47,011.06

DEVELOPMENT PLAN

Storm Lake has a general plan for the physical development of the City, as a whole, outlined in the Storm Lake Comprehensive Plan that was adopted by the City Council in February, 2013. The goals, objectives, and projects proposed in this Urban Renewal Plan Amendment #1 are consistent with the City's Comprehensive Plan.

This Urban Renewal Amendment #1 does not in any way replace the City's current land use planning or zoning regulation process.

PROPERTY ACQUISITION/DISPOSITION

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

URBAN RENEWAL PLAN AMENDMENTS

The #4 LMI Housing Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable state law.

EFFECTIVE PERIOD

This Urban Renewal Plan Amendment No. 1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code and the division of revenues shall continue on the Area, including all Amendment Areas, for the maximum period allowed by law.

Amendment No. 1 adds and/or confirms a list of proposed projects to be undertaken within the Urban Renewal Area and does not impact any expiration or sunset dates of the City's ability to collect incremental taxes.

REPEALER

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

SEVERABILITY CLAUSE

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

Expansion Blvd Storm Water Project – Moved by Council Member Anderson to approve an engineering agreement with Emmons & Olivier Resources, Inc. (EOR) of Minneapolis, MN for the Expansion Blvd. Storm Water Project. Cost is not to exceed \$188,000. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

All Way Stop – Moved by Council Member Walker to pass on 1st reading Ordinance No. 04-O-2013-2014 adding all way stop at the intersection of 13th Street and Seneca Street. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Sidewalk Ordinance – Moved by Council Member Huddleston to pass on 1st reading Ordinance No. 05-O-2013-2014 amending regulations regarding sidewalks. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Fee Resolution – Moved by Council Member Engelmann to adopt Resolution No. 53-R-2013-2014 updating the fee resolution to include the Sidewalk Repair Permit fee. Fee will be currently \$0. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

RESOLUTION NO. 53-R-2013-2014

RESOLUTION SETTING FINES AND FEES

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA that the following schedule of fees are approved and effective as of the date of this resolution.

<u>Administration</u>	<u>Fee</u>	<u>Code Section</u>
Administrative Fee	\$30.00	
City Code Subscription (yearly)	\$50.00	
Garbage Truck Permits (per business)	\$100.00	3-1-5
Insufficient Check Fee	\$30.00	
New Friends List	\$10.00	
Peddlers Permit (1 Day)	\$25.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Peddlers Permit (1 Week)	\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Solicitors Permit (per person)	\$2.00	4-3-6
Solicitors Permit (principal) (1 day)	\$25.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Solicitors Permit (principal) (1 week)	\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Taxi Permit (Business)	\$100.00	4-5-3
Taxi Permit (per vehicle)	\$10.00	4-5-3
Cancel Permit Fee	\$25.00	

Airport (monthly fees)

Hangar A	\$65.00
Hangar B	\$80.00
Hangar C	\$95.00
Hangar D	\$135.00
Hangar E	\$150.00

Building Official

Central Business District Bench & Flower Pot Permit	\$25.00	
Driveway Cut Inspection & Marking Only	\$30.00	
Driveway Cut < 18'	\$80.00	
Driveway Cut 24'	\$95.00	
Driveway Cut 34'	\$120.00	
ROW Temp Closure Permit	\$25.00	
Building Moving Permit (Per Bldg)	\$100.00	5-1-1
Demolition Permit	\$50.00	
Pool Inspection	\$20.00	8-8-11
Re-inspection Fee (after 1 per inspection)	\$35.00	
No Show Fee (per event)	\$50.00	
Rental Registration Fee – Yearly (July 1st – June 30th)		
Base Registration Fee (Structure and 1 unit)	\$15.00	5-8-9
Additional unit in excess of 1 (per unit)	\$7.00	5-8-9
Base Registration Fee (Structure and 1 unit) (proof of training)	\$10.00	5-8-9
Additional unit in excess of 1 (per unit) (proof of training)	\$5.00	5-8-9
Late Registration Fee	\$50.00	5-8-9
Property Maintenance Ordinance Appeal	\$150.00	Zoning Ord.
Variance Request	\$150.00	Zoning Ord.
Zoning Request	\$200.00	Zoning Ord.
Conditional Use	\$300.00	Zoning Ord.
Sidewalk Repair Permit Fee	\$0	

Building & Sign Permit Fees

Building & Sign Permit <\$1,200	\$22.02	5-2-2
Building & Sign Permit \$1,200-2,000		5-2-2
\$22.02 + \$2.88 for each additional \$100.00 over \$1,200		
Building & Sign Permit \$2,001-25,000		5-2-2
\$45.06+ \$9.16 for each additional \$1,000.00 over \$2,000		
Building & Sign Permit \$25,001-50,000		5-2-2
\$255.74 + \$6.22 for each additional \$1,000.00 over \$25,000		
Building & Sign Permit \$50,001-100,000		5-2-2
\$411.24+ \$4.15 for each additional \$1,000.00 over \$50,000		
Building & Sign Permit \$100,001 or more		5-2-2
\$618.74+ \$3.61 for each additional \$1,000.00 over \$100,000		
Temporary Sign Permit (14 days)	\$30.00	Zoning Ord.

Electrical Fees

For New Residences		5-4-9
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	
Triplex Dwelling	\$75.50	
4-Plex Dwelling	\$113.00	
Multi Units Between 5 and 12	\$156.75	
Over 12 Units	\$156.75 plus \$38.00each over 12	
For New Commercial or Industrial Buildings		
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost		

Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost
 Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost
 Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost
 Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost
 All over \$25,000.00 at \$1.50 per/\$1,000.00 of cost

For Rewiring, Repairs or Alterations on Residence, Commercial and Industrial Buildings

\$100.00 to \$150.00 electric contract \$6.75
 \$151.00 to \$200.00 electric contract \$8.00
 \$201.00 to \$250.00 electric contract \$9.25
 \$251.00 to \$300.00 electric contract \$10.50
 \$301.00 to \$350.00 electric contract \$11.75
 \$351.00 to \$400.00 electric contract \$13.00
 \$401.00 to \$450.00 electric contract \$14.25
 \$451.00 to \$500.00 electric contract \$15.50
 \$501.00 to \$1,000.00 electric contract \$23.00
 \$1,001.00 to \$2,000.00 electric contract \$28.00
 All over \$2,001.00 \$28.00 plus \$1.50per \$100.00

Plumbing Fees

For New Residences

5-3-10

Single Dwelling	\$38.00
Duplex Dwelling	\$56.75
Triplex Dwelling	\$75.50
4-Plex Dwelling	\$113.00
Multi Units Between 5 and 12	\$156.75
Over 12 Units	\$156.75 plus \$38.00 each over 12

For New Commercial or Industrial Buildings

First \$5,000.00 at \$8.00 per/\$1,000.00 of cost
 Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost
 Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost
 Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost
 Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost
 All over \$25,000.00 at \$1.75 per/\$1,000.00 of cost

For Repairs or Alterations on Residence, Commercial and Industrial Buildings

\$100.00 to \$150.00 plumbing contract \$6.75
 \$151.00 to \$200.00 plumbing contract \$8.00
 \$201.00 to \$250.00 plumbing contract \$9.25
 \$251.00 to \$300.00 plumbing contract \$10.50
 \$301.00 to \$350.00 plumbing contract \$11.75
 \$351.00 to \$400.00 plumbing contract \$13.00
 \$401.00 to \$450.00 plumbing contract \$14.25
 \$451.00 to \$500.00 plumbing contract \$15.50
 \$501.00 to \$1,000.00 plumbing contract \$23.00
 \$1,001.00 to \$2,000.00 plumbing contract \$28.00
 All over \$2,001.00 \$28.00 plus \$1.50 per \$100.00

Campground

Class A Site

\$25.00

(Lake View, Patio, Water, Sewer, Electric, Cable TV, Fire Pit)

Class B Site	
(Patio, Water, Sewer, Electric, Cable TV, Fire Pit)	\$23.00
Class C Site	\$23.00
(Lake View, Patio, Water, Sewer, Electric, Fire Pit)	
Class D Site	\$21.00
(Patio, Water, Sewer, Electric, Fire Pit)	
Class E Site	\$19.00
(Water, Sewer, Electric)	
Class F Site	\$16.00
(Electric)	
Class G Site	\$11.00
(Tent)	
Group Discount's	
For Groups of 20 or more sites – 10% (non-holidays)	
For groups of 40 or more sites – 15% (non-holidays)	
Long Term Stay Rate	
Limited to Long Term Stay slots which include Water, Sewer, Electric	
Minimum 30 day stay paid in advance – 10% off	
Bundle of Wood	\$5.00
Extra vehicle/trailer above 2 (per day)	\$2.00
Visitor vehicles (per day/per vehicles)	\$2.00
Non-Campers Dump Station (per event)	\$4.50
Non-Camper Shower (per shower)	\$4.00

Fire Department

False Alarm Fee (after 1)	\$150.00	4-7-16
Liquor License Inspection Fee	\$50.00	
Fireworks Display (Mortar sizes from 1-3 inches)	\$150.00	
Fireworks Display (Mortar size larger than 3 inches)	\$250.00	

Golf Course

Family Season Pass	\$450.00
Single Season Pass	\$350.00
College Season Pass	\$105.00
Junior Season Pass	\$105.00
Early Bird Specials (Valid from January 18th to Feb. 27, 2011)	
Family Season Pass	\$375.00
Single Season Pass	\$275.00
Electric Cart Storage	\$230.00
Gas Cart Storage	\$190.00
Locker Rent/yr	\$20.00
Golf Club Rental	\$10.00
Trail Fee (per day)	\$10.00
Pull Cart Rental	\$3.00
Trail Fee (year)	\$100.00
Punch Card \$11 per 9 holes (10 punches)	\$110.00
Punch Card Cart Rental \$8 per punch (10 punches) per 9 holes	\$80.00
Discount Tickets – per 9 holes	\$10.00
(sold in advance with minimum quantity of 50)	
Weekday 9 Holes	\$15.00

Weekday 18 Holes	\$19.00
Weekend 9 Holes	\$19.00
Weekend 18 Holes	\$25.00
Cart Rental 9 Holes	\$10.00
Cart Rental 18 Holes	\$20.00
Yearly Cart Rental	\$200.00
Hall Rental – Off Season Rate	\$250.00
Hall Rental – Peak Season Rate (Memorial Day to Labor Day)	\$300.00
Bar Set-Up Fee	\$50.00
Hall Rental - Friday Setup Fee	\$100.00
(valid only after 5:00pm Friday with following Sat. rental)	
Hall Rental (weekday 4hrs or less)	\$75.00
Group Golf Rates	As Set by the Following Table

# Rounds Per Event	9 Holes	18 Holes
0-25	Regular Rates	Regular Rates
26-50	\$12.00 / Round	\$15.00 / Round
51-99	\$9.00 / Round	\$10.00 / Round
100+	\$8.00 / Round	\$9.00 / Round

Police

Administrative Fee	\$30.00	
Alarm Business Permit Application	\$75.00	4-7-6
Alarm Business Permit Renewal	\$75.00	4-7-9
False Alarm Equip Malfunction (after 3)	\$75.00	4-7-16
False Alarm	\$75.00	4-7-16
Building Escorts (per car)	\$75.00	5-1-3
Cat License – Not Neutered/Spayed (per year)	\$20.00	8-4-2
Neutered/Spayed (per year)	\$10.00	
Dog License – Not Neutered/Spayed (per year)	\$20.00	8-3-2
Neutered/Spayed (per year)	\$10.00	
Fingerprinting	\$10.00	
Impound/Storage Fee (per day)	\$30.00	8-6-5
Impound Storage Fee – felony related (per day)	\$50.00	
Parking Fine	\$15.00	9-11-4
Police Escort Fee – per hour, per unit	\$75.00	5-1-3

King's Pointe Outdoor Aquatic Center

Family Season Pass	\$265.00
(up to 5 people, includes indoor waterpark during the Outdoor Season)	
Each Additional Family Member	\$45.00
Family Pass Special #1	\$215.00
(Valid December 1st thru February 28th)	
Family Pass Special #2	\$240.00
(Valid March 1 st thru April 30 th)	
Single Season Pass (children and adults)	\$125.00
Adult Resident Daily Pass (Age 12+)	\$8.00
Child Resident Daily Pass (Age 4-11)	\$6.00
Children (Age 4-11) Standard Pricing	\$12.00
Adults (Age 12+) Standard Pricing	\$15.00

Discount Tickets	\$10.00
3 and under	free
Swim Lessons	\$30.00

Roadway Maintenance

Concrete Breaking (per sq ft)	\$2.50
Concrete Sawing (per ft)	\$3.75
Street Cuts (per sq yard of concrete)	\$37.00

Sewer

Sewer Svc Permit & Connection Fee	\$150.00	3-2-4
Private Wastewater System Permit	\$50.00	3-2-3

Shelter House

Rental Fee - Mon. – Thurs., per side	\$55.00
Rental Fee - Fri., Sat., & Sun., per side	\$80.00
Damage Deposit – per side	\$50.00

Water

Door Tag Fee	\$20.00	3-5-3
Meter Testing Fee (within 2%)	\$50.00	3-4-20
Shut Off – 8 AM to 3 PM	\$50.00	3-4-19 & 3-5-3
Shut Off – After 3 PM	\$75.00	3-4-19 & 3-5-3
Water Svc Permit & Connect Fee	\$150.00	3-4-5
Water Tapping Fee (per inch)	\$65.00	3-4-5
Outside City Limits Hook-up Fee	\$1,500.00	3-4-6
Combined Utility Deposit	\$160.00	

PASSED AND APPROVED this 20th day of January 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Flood Mitigation Fund Contract – Moved by Council Member Anderson to approve an agreement approving the application of the City of Storm Lake for the use of sales tax revenues for the State of Iowa Flood Mitigation Program. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Use of State Sales Tax Revenue – Moved by Council Member Walker to adopt Resolution No. 54-R-2013-2014 authorizing the use of state sales tax increment revenue from the City of Storm Lake's flood project fund. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 54-R-2013-2014

RESOLUTION AUTHORIZING THE USE OF SALES TAX INCREMENT REVENUE FROM THE CITY OF STORM LAKE'S FLOOD PROJECT FUND

WHEREAS, the City Of Storm Lake, Iowa (the "City") has entered into an Agreement with the Flood Mitigation Board of the state of Iowa Approving the Application of the City of Storm Lake for the Use of Sales Tax Revenues for the State of Iowa Flood Mitigation Program, specifically for the Storm Lake Storm Water Project, the number of which Agreement is 2013-0 (the "Agreement");

WHEREAS, under the provisions of Iowa Code Section 418.4(3)(d) and Article 6 of such Agreement, the City must adopt a resolution authorizing the use of sales tax increment revenue from the City's flood project fund and, within ten (10) days of adoption, provide a copy of the resolution to the Iowa Department of Revenue before any disbursement or remittance from the sales tax incremental fund by the Iowa Department of Revenue; and

WHEREAS, under the provisions of said Article 6, the City is also required to provide a copy of the resolution to the Flood Mitigation Board of the state of Iowa.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The use of sales tax increment revenue from the City's flood project fund pursuant to the provisions and limitations of the Agreement and state law is hereby authorized.
2. The City Clerk is directed to provide a copy of this resolution, within ten (10) days of its adoption, to the Iowa Department of Revenue and the Flood Mitigation Board of the state of Iowa.

PASSED AND APPROVED this 20th day of January, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Bargloff TIF – McDonalds Parcel – Moved by Council Member Walker to pass on 1st reading Ordinance No. 06-O-2013-2014 providing for the collection of incremental taxes in connection with the Storm Lake Urban Renewal Area North #1 – Bargloff Urban Renewal Area (McDonald's Parcel). Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Adjourn – Moved by Council Member Huddleston to adjourn the meeting at 5:45pm. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

2/3/2014

Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Buy Local Information**

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

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

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

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

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$372,952.75	\$167,045.86	\$40,576.75	24	\$10,052.27	6	\$116,416.84	70
King's Pointe	\$167,823.35	\$86,225.17	\$21,136.85	25			\$21,136.85	75
Golf Course	\$485.37	\$403.01	\$403.01	100			\$	

RECOMMENDATION: Review Buy Local Information

Staff Summary

2/3/2014

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: James H. Patrick, City Manager

SUBJECT: **Resolution No. 51-R-2013-2014 Authorizing Approval Of Option To Purchase**

BACKGROUND: This agenda item was tabled at the last City Council meeting. Since that time the City has had an opportunity to restructure the purchase agreement that would purchase the land from the Peterson Family for a total of \$85,000 (\$75,000 original price with tax deduction, and \$10,000 real estate commission).

The City will own the entire site with no secondary agreement to resell the remainder of the land. The City will subdivide the parcel to use up to three acres for storm water detention ponds. The City may contemplate developing the remaining acres and sell housing lots to stimulate the housing market.

The City can not purchase the property until the State of Iowa has given environmental and historical clearance on the project which is anticipated by April 2014.

FISCAL IMPACT: The cost of the land, if purchased (State Approval, Council approval) will be \$85,000 plus closing costs.

RECOMMENDATION: Take this action off of the table
Disapprove Resolution No. 51-R-2013-2014

ATTACHMENTS:

Description	Type
☐ Resolution No. 51-R-2013-2014	Resolution

RESOLUTION NO. 51-R-2013-2014

RESOLUTION APPROVING OPTION TO BUY REAL ESTATE FROM DAVID K. PETERSON AND RUTH A. PETERSON AND APPROVING SALE AND CONVEYANCE OF PART OF SUCH REAL ESTATE, IF SUCH OPTION IS EXERCISED, TO STEVEN BRASHEARS AND TERRY BRASHEARS, SUBJECT TO RETAINED EASEMENT RIGHTS-OF-WAY AND A RETAINED CONDITIONAL OPTION TO BUY; AND AUTHORIZING MAYOR AND CLERK TO EXECUTE OPTION TO BUY REAL ESTATE FROM DAVID K. PETERSON AND RUTH A. PETERSON

WHEREAS, the City of Storm Lake, Iowa (the "City") has considered entering into an Option to Buy Real Estate (the "Option") with David K. Peterson and Ruth A. Peterson, individually and as Trustees of the Peterson Family Trust, (the "Petersons") under which Option the City may elect to purchase and become the owner of real estate described as follows:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE1/4 and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the East Half (E1/2) Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE1/4) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE1/4 a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the

Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres;

(the “Real Estate”);

WHEREAS, a copy of the Option is attached to this Resolution as Exhibit 1 and incorporated herein by this reference;

WHEREAS, pursuant to the terms of the Option, in order to exercise the Option, the City must enter into a Real Estate Agreement (the “Real Estate Agreement”) with the Petersons and with Steven Brashears and Terry Brashears (the “Brashearses”) which requires the City to sell a part of the Real Estate to the Brashearses;

WHEREAS, the part of the Real Estate required by the Real Estate Agreement to be sold to the Brashearses by the City is approximately 10.47 acres and described as follows:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger’s Commercial Second Addition to the City of Storm Lake, Iowa, thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger’s Commercial Second Addition to the City of Storm Lake, Iowa, thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE1/4 and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the East Half (E1/2) Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE1/4) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE1/4 a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger’s Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger’s Commercial Second

Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres.

EXCEPT:

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 91, Range 37 West of the 5th P.M., Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 34; thence N88°37'02"W, 326.03 Feet along the South line of said Southeast Quarter of the Northeast Quarter; thence N01°22'58"E, 399.99 Feet; thence S88°38'38"E, 327.27 Feet to the East line of said Southeast Quarter of the Northeast Quarter; thence S01°33'39"W 400.14 Feet along the East line of said Southeast Quarter of the Northeast Quarter to the Point of Beginning.

(the "Development Parcel");

WHEREAS, a copy of the unexecuted Real Estate Agreement is attached to the Option, attached Exhibit 1, as Exhibit A;

WHEREAS, if the Option is exercised by the City, then, under the terms of the Real Estate Agreement, the City will sell the Development Parcel to the Brashearses for the purchase price of \$45,000.00 and on the other terms and conditions set forth in the Real Estate Agreement, which include the retention by the City of 1) certain easement rights and 2) an option to purchase the Development Parcel from the Brashearses if the Brashearses do not develop the Development Parcel as a residential subdivision in accordance with the terms of the Real Estate Agreement within three years of their acquisition of the Development Parcel from the City;

WHEREAS, the Development Parcel, except for the easement to be retained by the City, is not otherwise needed by the City; and

WHEREAS, if the City exercises the Option, the City Council believes the sale and conveyance of the Development Parcel to the Brashearses would be in the best interests of the City;

WHEREAS, the City Council, by Resolution adopted January 6, 2014, proposed to sell and convey the Development Parcel to the Brashearses on the terms and conditions previously set forth in this Resolution, provided that the City first exercises the Option and acquires the Real Estate;

WHEREAS, notice of said proposed sale and hearing thereon has been made to the public by publication in the Storm Lake Times on January 10, 2014, pursuant to a directive to the Clerk contained in the January 6, 2014 Resolution;

WHEREAS, hearing on the proposed sale and conveyance has now been held as scheduled, and no objections to the said proposed sale have been made;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City, for the consideration of \$1.00, shall enter into the Option, which is hereby approved, and the Mayor and City Clerk are authorized to sign and otherwise execute such Option on behalf of the City.

IT IS FURTHER RESOLVED that, provided that the City first exercises the Option and enters into the Real Estate Agreement, the proposed sale of the Development Parcel to the Brashearses, on the terms and conditions set out above in this Resolution, is hereby approved and the Mayor and City Clerk are authorized to execute the necessary documents to sell the Development Parcel on such terms and conditions and to convey the Development Parcel to the Brashearses on such terms and conditions

Passed and approved this 20th day of January, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Exhibit 1

Return to: Philip E. Havens, 716 Lake Avenue, Storm Lake, IA 50588; (712)732-7262

Prepared by: Philip E. Havens, #AT0003326; 716 Lake Avenue, Storm Lake, IA 50588; (712)732-7262

Taxpayer Information: David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust, 514 Cayuga Street, Storm Lake, IA 50588; and David K. Peterson and Ruth A. Peterson, 514 Cayuga Street, Storm Lake, IA 50588

OPTION TO BUY REAL ESTATE

This Option is granted _____, 2014, by David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust (the "Trust"), and David K. Peterson and Ruth A. Peterson, husband and wife, individually (the "Petersons") to the City of Storm Lake, Iowa, an Iowa municipal corporation (the "City").

1. GRANT OF OPTION. In consideration of the sum of One Dollars (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trust and the Petersons grant to the City the exclusive option to purchase Real Estate situated in Buena Vista County, Iowa, legally described as:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 89°58' East a distance of

150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE1/4 and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the East Half (E1/2) Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE1/4) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE1/4 a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres;

(the "Real Estate"). The part of the Real Estate owned by the Trust is legally described as follows:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 00°120' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE1/4 and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the NE1/4, Section 34, Township 91 North, Range 37 West of the Fifth P.M.; thence North 00°13' East along the East line of said NE1/4 a distance of 400.00 Feet to the point of beginning; thence continuing North 00°13' East along the East line of said NE1/4 a distance of 60.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot 7, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West a distance of 60.0 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the Northeast Corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East along the South line of said NE1/4 a distance of 60.0 Feet to the Northwest corner of Lot 6, Block 2, Maywood Second Addition to the City of Storm Lake, Iowa; thence North 00°20' East a distance of 400.0 Feet; thence North 89°58' East a distance of 1,065.39 Feet to the point of beginning and containing an area of 2.308 acres.

The part of the Real Estate owned by the Petersons is legally described as follows:

A part of the East Half (E1/2) Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE1/4) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE1/4 a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres, except:

Commencing at the Southeast Corner of the NE1/4 of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE1/4 a distance of 400.0 Feet to the point of beginning; thence continuing North 00°13' East along the East line of said NE1/4 a distance of 60.0 Feet; thence South 89°48' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second

Addition to the City of Storm Lake, Iowa; thence South 00°20' West a distance of 60.0 Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East along the South line of said NE1/4 a distance of 60.0 Feet to the Northwest Corner of Lot Six (6), Block Two (2), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 00°20' East a distance of 400.0 Feet; thence North 89°58' East a distance of 1,065.39 Feet to the point of beginning and containing an area of 2.308 acres.

For the purposes of this description the South line of the Northeast Quarter of Section 14, Township 91 North, Range 37 West of the 5th P.M., has a bearing of S89°58' West.

2. EXPIRATION DATE. This option shall expire at 5:00 p.m. on April 1, 2014.

3. NOTICE OF EXERCISE. This option may only be exercised by the City a) mailing written notice of the exercise, together with three copies of the Real Estate Agreement (the "Agreement"), a copy of which is attached for reference as Exhibit A, each executed by the City before a notary public, by registered, certified, or ordinary United States Postal Service mail, postmarked on or before the expiration day and time specified above, to either David K. Peterson or Ruth A. Peterson, or both, at 514 Cayuga Street, Storm Lake, IA 50588, or b) personally delivering to David K. Peterson or Ruth A. Peterson such written notice of exercise, together with three copies of the Agreement, each executed by the City, before the expiration of the option. Within 14 days of the exercise of the option, the Trust and the Petersons, as Seller, and Steven Brashears and Terry Brashears, husband and wife (the "Brashearses"), also parties to the proposed Agreement, shall execute, before a notary public, each of the three copies of the Agreement tendered by the City in the exercise of the City's option. The Trust and the Petersons, together, shall retain one copy of the executed Agreement, and shall deliver one copy of the executed Agreement to the City and one copy of the executed Agreement to the

Brashearses.

4. PURCHASE PRICE AND OTHER TERMS OF SALE IF OPTION EXERCISED.

The purchase price for the Real Estate shall be \$75,000.00, as set forth in the Agreement. The monetary consideration paid for this option shall not be credited on the purchase price under the Agreement if the option is exercised. The other terms of the purchase shall be as set forth in the Agreement if the option is exercised.

5. FAILURE TO EXERCISE THE OPTION. If the City does not exercise this option, any sum paid by City to the Trust and the Petersons for the option shall be retained by the Trust and the Petersons, free of all claims by the City, its successors, or assigns, and neither the City nor the Trust and the Petersons shall have any further rights or claims against the other arising from this Option.

6. BRASHEARSE'S MADE A PARTY TO OPTION. Because the Brashearses are a party to the Agreement which will be executed if this Option is exercised, the Brashearses sign this Option only to evidence their agreement to the provision of the Option requiring them to timely and properly execute the Agreement if the Option is exercised.

7. ASSIGNMENT. This option may not be assigned or transferred by the City. This option shall bind and inure to the benefit of the successors and assigns of the City, the Trust, the Petersons, and the Brashearses.

8. RECORDING OPTION. This option may be recorded by of the City, the Trust, the Petersons, or the Brashearses in the Buena Vista County, Iowa Recorder's Office or elsewhere.

In Witness Whereof, the City, the Trustees of the Trust, the Petersons, and the Brashearses have signed this Option.

David K. Peterson

CITY OF STORM LAKE, IOWA

Ruth A. Peterson

BY: _____
Jon F. Kruse, Mayor

Steven Brashears

ATTEST:

Terry Brashears

Justin Yarosevich, City Clerk

David K. Peterson, as Trustee of the
Peterson Family Trust

Ruth A. Peterson, as Trustee of the
Peterson Family Trust

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by David K. Peterson and Ruth A. Peterson, husband and wife.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by Steven Brashears and Terry Brashears, husband and wife.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

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

_____, Notary Public

Exhibit A

REAL ESTATE AGREEMENT

Preparer Information: (name, address and phone number)

Philip E. Havens, 716 Lake Avenue, Storm Lake, IA 50588, Phone: (712) 732-7262

Taxpayer Information: (name and complete address)

For property referred to as "Three Acre Parcel," more fully described on Page 5:
City of Storm Lake, Iowa, c/o City Clerk, City Hall, P.O. Box 1086, Storm Lake, IA 50588

For property referred to as "Development Parcel," more fully described on Pages 5-6:
Steven Brashears and Terry Brashears, 510 Lakeshore Drive, Lakeside, IA 50588

Return Document To: (name and complete address)

Philip E. Havens, 716 Lake Avenue, Storm Lake, IA 50588, Phone: (712) 732-7262

Grantors of Property referred to as the Trust Parcel, more fully described on Page 3:

David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust, 514 Cayuga Street, Storm Lake, IA 50588

Grantors of Property referred to as the Peterson Parcel, more fully described on Page 4:

David K. Peterson and Ruth A. Peterson, 514 Cayuga Street, Storm Lake, IA 50588

Grantors of Property referred to as the Development Parcel, more fully described on Page 5-6:

City of Storm Lake, Iowa, c/o City Clerk, City Hall, P.O. Box 1086, Storm Lake, IA 50588

Grantee of Trust Parcel and the Peterson Parcel:

City of Storm Lake, Iowa, c/o City Clerk, City Hall, P.O. Box 1086, Storm Lake, IA 50588

Grantees of the Development Parcel:

Steven Brashears and Terry Brashears, 510 Lakeshore Drive, Lakeside, IA 50588

REAL ESTATE AGREEMENT

This is an Agreement (the "Agreement") between and among the City of Storm Lake, Iowa, an Iowa municipal corporation (the "City"), David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust (the "Trust"), David K. Peterson and Ruth A. Peterson, husband and wife (the "Petersons"), and Steven Brashears and Terry Brashears, husband and wife (the "Brashears").

Background

The Trust and the Petersons each own parts of the following described real estate situated in Buena Vista County, Iowa:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE1/4 and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE1/4) a distance of 150.00 Feet to the place of beginning.

and

A part of the East Half (E1/2) Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE1/4) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE1/4 a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres.

(the "Real Estate").

The part of the Real Estate owned by the Trust is legally described as follows:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 00°12' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE1/4 and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the NE1/4, Section 34, Township 91 North, Range 37 West of the Fifth P.M.; thence North 00°13' East along the East line of said NE1/4 a distance of 400.00 Feet to the point of beginning; thence continuing North 00°13' East along the East line of said NE1/4 a distance of 60.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot 7, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West a distance of 60.0 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the Northeast Corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East along the South line of said NE1/4 a distance of 60.0 Feet to the Northwest corner of Lot 6, Block 2, Maywood Second Addition to the City of Storm Lake, Iowa; thence North 00°20' East a distance of 400.0 Feet; thence North 89°58' East a distance of 1,065.39 Feet to the point of beginning and containing an area of 2.308 acres.

(the "Trust Parcel").

The part of the Real Estate owned by the Petersons is legally described as follows:

A part of the East Half (E1/2) Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE1/4) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of

said NE1/4 a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres, except:

Commencing at the Southeast Corner of the NE1/4 of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE1/4 a distance of 400.0 Feet to the point of beginning; thence continuing North 00°13' East along the East line of said NE1/4 a distance of 60.0 Feet; thence South 89°48' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West a distance of 60.0 Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East along the South line of said NE1/4 a distance of 60.0 Feet to the Northwest Corner of Lot Six (6), Block Two (2), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 00°20' East a distance of 400.0 Feet; thence North 89°58' East a distance of 1,065.39 Feet to the point of beginning and containing an area of 2.308 acres.

For the purposes of this description the South line of the Northeast Quarter of Section 14, Township 91 North, Range 37 West of the 5th P.M., has a bearing of S89°58' West.

(the "Peterson Parcel").

The Trust and the Petersons are willing to sell the Real Estate to the City for the consideration and on the terms and conditions set forth below. Among those terms and conditions is the requirement that the City sell and convey a part of the Real Estate, as described below, to the Brashearses under the terms and conditions of this Agreement. The City is willing to buy the Real Estate on the terms and conditions set forth below so that the easements provided for in Paragraph 12 below can be acquired by the City and so that the City can acquire and retain the fee simple title to three acres of the Real Estate legally described as:

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 91, Range 37 West of the 5th P.M., Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 34; thence N88°37'02"W, 326.03 Feet along the South line of said Southeast Quarter of the Northeast Quarter; thence N01°22'58"E, 399.99 Feet; thence S88°38'38"E, 327.27 Feet to the East line of said Southeast Quarter of the Northeast Quarter; thence S01°33'39"W 400.14 Feet along the East line of said Southeast Quarter of the Northeast Quarter to the Point of Beginning.

(the "Three Acre Parcel") for use in the City's North Central Storm Water Project.

The Brashearses wish to buy the Real Estate less the Three Acre Parcel, legally described as:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE1/4 and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the East Half (E1/2) Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE1/4) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE1/4 a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an

area of 12.095 acres.

EXCEPT:

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 91, Range 37 West of the 5th P.M., Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 34; thence N88°37'02"W, 326.03 Feet along the South line of said Southeast Quarter of the Northeast Quarter; thence N01°22'58"E, 399.99 Feet; thence S88°38'38"E, 327.27 Feet to the East line of said Southeast Quarter of the Northeast Quarter; thence S01°33'39"W 400.14 Feet along the East line of said Southeast Quarter of the Northeast Quarter to the Point of Beginning.

(the "Development Parcel") from the City after the City acquires title to the Real Estate from the Trust and the Petersons. The City is willing to sell the Development Parcel to the Brashearses on the terms set forth below, subject, however, to the easements described below that will be retained by the City and subject further to the condition that the Brashearses develop the Development Parcel as set forth below. The Brashearses are willing to acquire the Development Parcel from the City subject to the easements to be retained by the City and subject to the conditions set forth below. The City wishes to have, and the Brashearses are willing to grant to City, the option to buy the Development Parcel from the Brashearses if the Brashearses fail to develop the Development Parcel in accordance with the provisions of this Agreement.

Terms of Agreement

In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the City, the Trust, the Petersons and the Brashearses agree as follows:

1. SALE AND PURCHASE OF REAL ESTATE. Under the terms and conditions set forth below, the Trust and the Petersons sell and the City purchases the Real Estate with any easements and appurtenant servient estates, but subject to zoning and other ordinances, covenants of record, and easements of record.

2. CITY'S PURCHASE PRICE OF REAL ESTATE. The total purchase price for the Real Estate is Seventy-Five Thousand and 00/100ths Dollars (\$75,000.00), of which no part has been paid. City shall pay the full purchase price for the Real Estate to the Trust and the Petersons at City Hall, Storm Lake, Iowa at closing upon delivery by the Trust and the Petersons of the warranty deeds for the Real Estate to the City, which deeds are acceptable to the City and comply with the provisions of Paragraph 10 below. The net sale proceeds from the total purchase price shall be allocated between, and distributed to, the Trust and the Petersons as directed by the Petersons.

3. **INTEREST.** The City shall pay interest at the rate of 3% per annum on any delinquent amounts and any sum reasonably advanced by the Trust and the Petersons to protect their interest in the Agreement, computed from the date of the delinquency or the advance.

4. **REAL ESTATE TAXES.** The Trust and the Petersons shall pay all real estate taxes on the Real Estate delinquent if not paid April 1, 2014, and October 1, 2014, and any unpaid real estate taxes payable in prior years. City shall pay all subsequent real estate taxes on the Real Estate; provided, however, that Brashearses shall pay the subsequent real estate taxes on the Development Parcel if the Brashearses acquire the Development Parcel from the City, as provided below. The real estate taxes to be paid by the Trust and the Petersons shall be borne by the Trust and the Petersons as the Petersons shall direct.

5. **SPECIAL ASSESSMENTS.** The Trust and the Petersons shall pay all special assessments which are a lien on the Real Estate as of the date of this Agreement. All other special assessments shall be paid by the City; provided, however, that all other special assessments on the Development Parcel shall be paid by the Brashearses if the Brashearses acquire the Development Parcel from the City, as provided below. The special assessments to be paid by the Trust and the Petersons shall be borne by the Trust and the Petersons as the Petersons shall direct.

6. **POSSESSION AND CLOSING.** The Trust and the Petersons shall give the City possession of the Real Estate on May 1, 2014, provided the City is not in default under this Agreement. Closing of the transaction between the Trust and the Petersons and the City shall be on May 1, 2014.

7. **INSURANCE.** The Trust and the Petersons shall maintain existing insurance upon the Real Estate until the date of possession. The City shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements.

8. **ABSTRACT AND TITLE.** The Trust and the Petersons shall promptly deliver to the City any abstracts of title for the Real Estate that do not include other land the Trust and the Petersons are not selling to the City and that are already in their possession. The abstract or abstracts shall become the property of the City when the purchase price is paid in full. The City, at its expense, shall promptly obtain an abstract of title to the Development Parcel and a separate abstract of title to the Three Acre Parcel, both continued through the date of this Agreement. The City may continue any or all of the abstracts delivered to the City by the Petersons and use such abstract or abstracts as either the abstract for the Development Parcel or the abstract for the Three Acre Parcel. After the City has examined the continued abstract for the Development Parcel, the City shall deliver it to the Brashearses for examination. The abstract for the Development Parcel shall show merchantable title to that part of the Development Parcel owned by the Petersons in the Petersons and merchantable title to that part of the Development Parcel owned by the Trust in the Trust in conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract for the Three Acre Parcel shall show merchantable title to the Three Acre Parcel in the Petersons in conformity with this contract,

Iowa law and the Title Standards of the Iowa State Bar Association. The City shall pay the costs of any additional abstracting and title work due to any act or omission of the Trust or Peterson, including transfers by or the death of the Trust or the Petersons, or their assignees.

9. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale.

10. DEEDS. Upon payment of purchase price, the Trust shall convey the Trust Parcel to the City or its assignee, by Trustee warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of the Trust continuing up to time of delivery of the deed. Upon payment of purchase price, the Petersons shall convey the Peterson Parcel to the City or its assignee, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of the Peterson continuing up to time of delivery of the deed.

11. SALE OF DEVELOPMENT PARCEL. If City acquires fee simple title to the Real Estate, the City shall sell and the Brashearses shall purchase the Development Parcel with any easements and appurtenant servient estates, but subject to zoning and other ordinances, covenants of record, easements of record, the restrictions contained below, and the easement to be retained by City, which retained easement and easement rights-of-way are described in Paragraph 12 below.

12. EASEMENT RETAINED BY CITY. If City acquires fee simple title to the Real Estate, the City shall perpetually retain an easement and easement rights-of-way legally described as follows:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Beginning at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence N01°59'07"E, 20.00 Feet along the East line of said Lot 8; thence S88°37'05"E, 150.00 Feet; thence S01°58'33"W, 20.00 Feet to the South line of said E1/2 of the NE1/4 and to the Northeast Corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence N88°37'05"W, 150.00 Feet along the South line of said E1/2 of the NE1/4 to the point of beginning.

AND

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the NE1/4, Section 34, Township 91 North, Range 37 West of the Fifth P.M.; thence N01°33'39"E, 400.14 Feet along the East line of said NE1/4 to the point of beginning; thence continuing N01°33'39"E, 59.72 Feet along the East line of said NE3; thence N88°37'55"W, 1,274.67 Feet to the Southeast Corner of Lot 7, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence S01°46'02"W, 59.99 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence S88°38'38"E, 1,274.88 Feet to the point of beginning.

pursuant to which easement and easement rights-of-way the City and each public utility entity to which the City has granted or may in the future grant the right to share all or a portion of the easement rights-of-way shall have the perpetual right to survey, patrol, construct, install, erect, inspect, repair, operate and maintain any and all public utility improvements and all appurtenances thereto, over, under, across, through and upon the easement rights-of-way, and the perpetual right to grade the land within the rights-of-way for drainage of such land, drainage of other land, or both, or to grade such land as necessitated or desired by the City or other entity, as the case may be, because of construction of drainage structures and facilities on such land or other land, together with the right to use and operate the easement improvements as the City or entity, as the case may be, deems necessary, including the right to remove any such installations and appurtenances at any time it deems appropriate. This grant of easement rights includes all public utilities, including but not limited to water lines, sanitary and storm sewer lines, surface and subsurface storm water drainage facilities, sub-drain and footing drain collectors, gas, electric and telephone lines, electronic communication lines and any other form of utility whatsoever, whether owned by the City or one or more public or private utility entities to which the City has granted or may in the future grant the right to share all or a portion of the easement rights-of-way.

13. BRASHEARSES' PURCHASE PRICE OF DEVELOPMENT PARCEL. The total purchase price for the Development Parcel is Forty-Five Thousand and 00/100ths Dollars (\$45,000.00), of which no part has been paid. Brashearses shall pay the full purchase price for the Development Parcel to the City at City Hall, Storm Lake, Iowa at closing upon delivery by the City of a warranty deed for the Development Parcel to the Brashearses.

14. INTEREST. The Brashearses shall pay interest to the City at the rate of 3% per annum on any delinquent amounts and any sum reasonably advanced by the City to protect its interest in the Agreement, computed from the date of the delinquency or the advance.

15. REAL ESTATE TAXES. The City shall pay all real estate taxes on the Development Parcel, to the extent not already paid by the Trust and the Petersons as required above, which taxes are delinquent if not paid April 1, 2014, and October 1, 2014, and any unpaid real estate taxes payable in prior years. Brashearses shall pay all subsequent real estate taxes on the Development Parcel.

16. SPECIAL ASSESSMENTS. The City shall pay all special assessments on the Development Parcel, to the extent not already paid by the Trust and the Petersons as required above, which assessments are a lien on the Development Parcel as of the date of this Agreement. All other special assessments shall be paid by the Brashearses.

17. POSSESSION AND CLOSING. The City shall give the Brashearses possession of the Development Parcel on May 1, 2014, provided the Brashearses are not in default under this Agreement. Closing of the transaction between the City and the Brashearses shall be on May 1, 2014, immediately following the closing of the transaction between the Trust and the Petersons and the City, as provided above.

18. ABSTRACT AND TITLE. The abstract of title for the Development Parcel shall become the property of the Brashearses when the Brashearses have paid the purchase price in full. The City shall not be obligated to have the abstract for the Development Parcel continued for examination by the Brashearses to show the City's acquisition of the Development Parcel from the Petersons and the Trust or to show any liens that might have attached upon the City's acquisition of the Development Parcel.

19. FIXTURES. All property that integrally belongs to or is part of the Development Parcel, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Development Parcel and included in the sale.

20. DEEDS. Upon Brashearses' payment of the purchase price to the City, the City shall convey the Development Parcel to the Brashearses or its assignee, by warranty deed, free and clear of all liens, restrictions, and encumbrances, except as provided in this Agreement, but subject to the retained Easement described in Paragraph 12 above. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of the City continuing up to time of delivery of the deed.

21. DEVELOPMENT BY BRASHEARSEES REQUIRED. Within three years of the conveyance of the Development Parcel from the City to the Brashearses, the Brashearses, their successors, and assigns 1) must have subdivided the Development Parcel for development as a single-family residential development in accordance with all laws, regulations, and ordinances; 2) must have available for sale three residential lots for single-family dwellings, and 3) must have completed construction of all improvements required by law, regulations, and ordinances, including, without limitation, streets, water lines, sewer lines, and storm sewers, in accordance with all laws, regulations, ordinances, and any development agreement that may exist between the Brashearses and the City, which improvements will serve those three residential lots.

22. CONDITIONAL OPTION TO BUY DEVELOPMENT PARCEL. If, within three years, 60 days of the conveyance of the Development Parcel from the City to the

Brashearses, the City files for record with the Buena Vista County, Iowa Recorder, an affidavit of the City Manager or Assistant City Manager of the City substantially reciting that the Brashearses failed to complete the requirements of numbered paragraph 21 above within three years of the conveyance of the Development Parcel from the City to the Brashearses, the City shall have an option to purchase the Development Parcel at a price equal to the fair market value of the Development Parcel as determined in this Paragraph. The City shall give notice to the Brashearses of the filing of such affidavit and the date of the filing. Within 30 days of the date of the filing of the affidavit, the parties may agree in writing upon the fair market value of the Development Parcel for the purpose of determining the option price. If the parties do not reach a written agreement as to the fair market value within that thirty-day period, the City, at the City's expense, shall, in its sole discretion, select and hire a qualified real estate appraiser who shall appraise the Development Parcel within sixty days of the filing of the affidavit and determine its fair market value. The appraiser shall furnish a copy of the written appraisal of fair market value to the City and Brashearses. The fair market value as determined in this Paragraph shall be the purchase price of the Development Parcel under the Option. If the City elects to exercise its option, it shall exercise the option by giving notice in writing to the Brashearses of its exercise of the option and shall tender to Brashearses with such notice a written contract on a standard Iowa State Bar Association Real Estate Contract Short Form, executed by the City, for the sale of the Development Parcel by the Brashearses to the City, together with a down payment of ten percent of the purchase price. The written contract shall include provisions for 1) the sale from Brashearses to City at the purchase price as determined in this paragraph; 2) proration of real estate taxes to the date of possession by the City; 3) possession and closing to be on a date not later than sixty days from the date on which the written notice of the City's exercise the option is signed; 4) conveyance from the Brashearses to the City by warranty deed; 5) furnishing of an abstract of title by Brashearses continued to the date of the Contract showing merchantable title in Brashearses; and 6) payment by City of the balance of the purchase price at closing in return for the warranty deed to be provided by Brashearses to City. The Brashearses shall execute and return the contract within five business days from the date on which the City tenders the contract to the Brashearses. The City's option to purchase the Development Parcel shall lapse if not exercised within one hundred eighty days from the date on which the City files for record with the Buena Vista County, Iowa Recorder the affidavit described above in this paragraph or if the City files for record with the Buena Vista County, Iowa Recorder a Declination to Exercise Option in which the City declines to exercise the Option. Any reference herein to the Brashearses shall include the Brashearses, their successors, and assigns.

23. SUCCESSORS AND ASSIGNS. This agreement shall bind and inure to the benefit of the parties' successors in interest and assigns.

24. COUNCIL APPROVAL. This agreement is subject to, and conditioned upon, the approval of the City Council of the City. If not so approved, this Agreement shall be void.

25. REMEDIES OF THE PARTIES.

a. The parties are entitled to utilize any and all remedies or actions at law or in equity

available to them.

b. In any action or proceeding relating to this Agreement, the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

26. JOINDER BY SELLER'S SPOUSE. The spouse of any party selling any real property under this Agreement, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

27. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

28. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

29. RELEASE OF RIGHTS. Each of the parties selling real property under this agreement hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

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

31. NOTICES. When written notices, option-related documents, or the down payment on the purchase price paid pursuant to the exercise of the option described in Paragraph 22 above are required by this Agreement to be given or tendered, they shall be either a) mailed through the United States Postal Service by certified mail, return receipt requested, to the intended recipient at the recipient's address shown below or, if such recipient has provided to the party mailing the notice or other documents a different address in writing, then to the recipient at such different address; or b) hand-delivered in person to the intended recipient. Mailed documents and notice shall be deemed given and received upon actual receipt by the recipient but not later than two days after the mailing is deposited in the United States Postal Service mail, with proper postage affixed. Documents and notices that are hand-delivered in person to the intended recipient shall be deemed given and received upon actual receipt by the recipient. One notice or other document given to two persons who are spouses of one another at the time the notice or other document is given, whether such persons are to receive the notice or document in their individual

capacity or in a fiduciary or representative capacity, shall be deemed sufficient notice to both such persons. The mailing addresses of the parties are as follows:

David K. Peterson
Ruth A. Peterson
514 Cayuga Street
Storm Lake, IA 50588

David K. Peterson
Ruth A. Peterson
Trustees of the Peterson Family Trust
514 Cayuga Street
Storm Lake, IA 50588

Steven Brashears
Terry Brashears
510 Lakeshore Drive
Lakeside, IA 50588

City of Storm Lake, Iowa
c/o City Clerk
City Hall
P.O. Box 1086
Storm Lake, IA 50588

David K. Peterson

CITY OF STORM LAKE, IOWA

Ruth A. Peterson

BY: _____
Jon F. Kruse, Mayor

Steven Brashears

ATTEST:

Terry Brashears

Justin Yarosevich, City Clerk

David K. Peterson, as Trustee of the
Peterson Family Trust

Ruth A. Peterson, as Trustee of the
Peterson Family Trust

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by David K. Peterson and Ruth A. Peterson, husband and wife.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by Steven Brashears and Terry Brashears, husband and wife.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

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

_____, Notary Public

Staff Summary

2/3/2014

Agenda Item # 4.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Public Hearing On Plans, Specifications, & Form Of Contract
Airport Runway 13/31 Rehabilitation Project**

BACKGROUND: The Storm Lake Airport Commission is moving forward with a project to rehabilitate Runway 13/31 at the Storm Lake Municipal Airport. The project will include full depth patching of panels on the runway that are broken and/or spawled as well as crack sealing minor cracks and all joints along the runway.

Previously the City Council directed the publication of the notice for this publication which was published in the Pilot Tribune on Thursday, January 30th, 2014 conforming with the State of Iowa notice requirements.

During this public hearing the City Council should hear any comments presented on the project by the community either in person or in writing. Following this agenda item the Council will have the opportunity to take action on the plans, specifications, and form of contract for this project.

Bidding on the project is anticipated to occur in March 2014 (date subject to change). Following FAA approval of the bids and release of funds, the bids will be accepted by Council and the contract awarded.

FISCAL IMPACT: The total project is budgeted at a total expense of \$764,410 with funding coming from the FAA Entitlement Program (\$590,256.00) and City funds from Franchise Fees in FY 2014 of \$174,154.00.

The project is being bid with two alternates as follows:
Alternate #1 - Taxiway joint sealing - Estimated Cost of \$8,242.50
Alternate #2 - Apron joint sealing/panel replacement - Estimated Cost of \$69,159.00

Total estimate project cost with the two alternates is \$649,410.00.

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

Staff Summary



2/3/2014

Agenda Item # 5.

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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 55-R-2013-2014 Approving Plans, Specifications, & Form Of Contract Airport Runway 13/31 Rehabilitation Project**

BACKGROUND: The Storm Lake Airport Commission is moving forward with a project to rehabilitate Runway 13/31 at the Storm Lake Municipal Airport. The project will include full depth patching of panels on the runway that are broken and/or spawled as well as crack sealing minor cracks and all joints along the runway.

Previously the City Council directed the publication of the notice for this publication which was published in the Pilot Tribune on Thursday, January 30th, 2014 in conformance with the State of Iowa requirements.

Following the public hearing (previous agenda item) the City Council will now have the opportunity to take action on the plans and specifications through this resolution. The Storm Lake Airport Commission recommends approval of the plans, specifications, and form of contract for this project.

Bidding on the project is anticipated to occur in March 2014 (date subject to change). Approval of the bids will follow FAA approval of the bids and release of funds.

FISCAL IMPACT: The project is budgeted at a total expense of \$764,410 with funding coming from the FAA Entitlement Program (\$590,256.00) and City funds from Franchise Fees in FY 2014 of \$174,154.00.

The project is being bid with two alternates as follows:
Alternate #1 - Taxiway joint sealing - Estimated Cost of \$8,242.50
Alternate #2 - Apron joint sealing/panel replacement - Estimated Cost of \$69,159.00

Total estimate project cost with the two alternates is \$649,410.00.

RECOMMENDATION: Adopt Resolution No. 55-R-2013-2014

ATTACHMENTS:

Description	Type
 Resolution No. 55-R-2013-2014	Resolution

RESOLUTION NO. 55-R-2013-2014

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE
RUNWAY 13/31 REHABILITATION STORM LAKE MUNICIPAL AIRPORT
PROJECT**

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed with the CITY for the construction of certain public improvements described in general as the Runway 13/31 Rehabilitation Storm Lake Municipal Airport Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law:

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

Section 1. That the said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 3rd day of February 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

2/3/2014

Agenda Item # 6.



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

REPORT TO: Honorable Mayor and City Council

FROM: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Public Hearing On The Plans & Specifications For The West 5th Street Overlay Project**

BACKGROUND: The West 5th Street overlay project is scheduled for a bid letting on February 18, 2014 through the Iowa Department of Transportation.

The 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 City Clerk has the plans and specs on file at this time.

FISCAL IMPACT: Total cost of this project is estimated as follows:

Construction Costs	\$1,056,964.00
Engineering Costs	\$157,100.00
Legal & Admin	\$5,000.00
Land Acquisition	\$40.00
Total Project Costs	\$1,219,104.00

The City of Storm Lake has received federal funding for this project in the amount of \$246,000.00. The remaining funding will be from a combination of Road Use Tax, General Fund, and Local Option Sales Tax funding set aside in the current fiscal year budget and previous budgets.

RECOMMENDATION: Open Public Hearing
Hear the Public
Close Public Hearing

Staff Summary

2/3/2014

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 56-R-2013-2014 Approving Plans & Specifications For The West 5th Street Overlay Project**

BACKGROUND: The West 5th Street overlay project is scheduled for a bid letting on February 18, 2014 through the Iowa Department of Transportation.

The 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.

This resolution will approve the project plans, specifications, and form of contract following a public hearing on the matter previously on this agenda.

FISCAL IMPACT: Total cost of this project is estimated as follows:

Construction Costs	\$1,056,964.00
Engineering Costs	\$157,100.00
Legal & Admin	\$5,000.00
Land Acquisition	\$40.00
Total Project Costs	\$1,219,104.00

The City of Storm Lake has received federal funding for this project in the amount of \$246,000.00. The remaining funding will be from a combination of Road Use Tax, General Fund, and Local Option Sales Tax funding set aside in the current fiscal year budget and previous budgets.

RECOMMENDATION: Approve Resolution No. 56-R-2013-2014

ATTACHMENTS:

Description	Type
☐ Resolution No. 56-R-2013-2014	Resolution

RESOLUTION NO. 56-R-2013-2014

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE
2014 STREET IMPROVEMENT PROJECT – HMA RESURFACING WITH
MILLING, WEST FIFTH STREET FROM VISTA DRIVE TO LAKE AVENUE**

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed with the CITY for the construction of certain public improvements described in general as the 2014 Street Improvement Project – HMA Resurfacing with Milling, West Fifth Street from Vista Drive to Lake Avenue; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law:

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

Section 1. That the said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 3rd day of February 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

2/3/2014

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: James H. Patrick, City Manager

SUBJECT: **Resolution 57-R-2013-2014 Accepting Change Order #3 For FEMA Sanitary Sewer System Mitigation Project, Contract 3**

BACKGROUND:

FISCAL IMPACT: Under the construction contract, the City of Storm Lake is responsible for railroad flagging and locate costs. This change order is to further compensate the contractor for the costs incurred for railroad flagging and locating costs.

Change Order No. 1, the City Council authorized \$10,450 to pay for railroad flagging and locate costs. This amount was based on information originally provided by the Chicago Central & Pacific Railroad, a portion of the Canadian National Railroad system. In addition to the railroad costs, the contractor was allowed a 5% markup for administrative costs.

In December 2013, the railroad submitted a final invoice for flagging and locate costs totaling \$12,400. This change order is to compensate the contractor for the \$1,950 of additional railroad flagging costs invoiced for the project. In addition, the contractor is provided compensation in the amount of \$97.50 for administrative costs for a total change order of \$2,047.50.

This increases the contract cost by 0.16% and when added to the other two change orders, raises the contract 3.70% for a total contract of \$1,368,193.00. The original contract was \$1,319,373.00.

RECOMMENDATION: Council approve this resolution accepting Change Order #3 for FEMA Sanitary Sewer System Mitigation Project, Contract #3.

ATTACHMENTS:

Description	Type
 Resolution No. 57-R-2013-2014	Resolution
 Change Order #3	Backup Material

RESOLUTION NO. 57-R-2013-2014

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

To approve Change Order No. 3 to the contract with H & W Contracting for the Sanitary Sewer System Mitigation Project Contract 3 – Sanitary Sewer and Force Main – North Area with the following changes:

Additional Railroad Charges for flagging and locating costs

- Out of pocket payment for flagging and utility locate costs - \$1,950.00
- 5% Administrative Allowance - \$97.50

Total cost of change order #3 is an increase of \$2,047.50 to the contract. Total contract cost after change order #3 is \$1,368,193.00.

PASSED AND APPROVED this 3rd day of January 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

January 14, 2014

CHANGE ORDER NO. 3

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

Description

This change order is to compensate the contractor for costs incurred for railroad flagging and locating costs. Under the contract documents the City of Storm Lake is responsible for railroad flagging and locate costs. The City has the option to pay the railroad directly or to request the contractor to pay the costs and reimburse the contractor by change order. Under the project grant reimbursing the contractor is the preferred method.

In Change Order No. 1 the City included railroad flagging and locate costs totaling \$10,450. This amount was based on information originally provided by the Chicago Central & Pacific Railroad a portion of the Canadian National Railroad system. In addition to the railroad costs the contractor was allowed a 5% markup for administrative costs.

In December 2013 the railroad submitted a final invoice for flagging and locate costs totaling \$12,400. This change order is to compensate the contractor for the \$1,950 of additional railroad flagging costs invoiced for the project. In addition, the contractor is provided compensation in the amount of \$97.50 for administrative costs.

Change Order Costs

The costs for the items included in Change Order No. 3 is as follows:

1. Railroad Charges

• Out of pocket payment for flagging and utility locate costs	\$1,950.00
• 5% Administrative Allowance	<u>\$97.50</u>
TOTAL	\$2,047.50

Financial Summary

Original Contract Amount	\$1,319,373.00
Previously Approved Change Orders	\$46,772.50
Previously Adjusted Contract Price	\$1,366,145.50
This Change Order	\$2,047.50
Adjusted Contract with this Change Order	\$1,368,193.00
Percentage Change this Change Order	0.16%
Accumulative Change, All Change Orders	3.70%

H & W CONTRACTING, LLC

By Victoria Woods

Title Office Mgr

Date 1-27-14

VEENSTRA & KIMM, INC.

By William J. Kimm

Title President

Date January 27, 2014

CITY OF STORM LAKE, IOWA

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____

Staff Summary

2/3/2014

Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: Emily Haselhoff, Planning Coordinator

SUBJECT: **Motion Setting Public Hearing On Storm Lake Zoning Ordinance, Subdivision Ordinance, & Zoning Map**

BACKGROUND: This agenda item will set a public hearing for Monday February 17, 2014 at 5:00 pm in the City Hall Council Chambers on the Storm Lake Zoning Ordinance, Subdivision Ordinance, and Zoning Map.

The Planning and Zoning Commission have been working on this update since last year after the Comprehensive Plan was approved. Since then, they have been meeting monthly to review the ordinances and all the proposed changes to make sure they coincide with the visions for the City of Storm Lake and Comprehensive Plan.

The Planning and Zoning Commission held a public hearing on October 28, 2013 and a continuation on November 25, 2013, with the November meeting being very well attended by the public.

The Planning and Zoning Commission have a meeting set for February 10, 2014. At this meeting the Commission will hold another public hearing and will make a recommendation on the Zoning Ordinance, Subdivision Ordinance, and Zoning Map to the City Council for approval and adoption.

Prior to taking action on the Ordinances and Map, the City Council must also hold a public hearing on the plan and all the components of the plan including the zoning map. This resolution sets the public hearing for February 17th and directs staff to publish a notice for the public hearing within the required time as per Iowa Law.

This agenda item will formally set a Public Hearing for Monday, February 17, 2014 at 5:00PM for the City Council to hear any comments regarding the proposed Zoning Code update.

FISCAL IMPACT: The only fiscal impact for this agenda item is the cost for publishing the notice for the public hearing after approving the motion.

RECOMMENDATION: Approve the motion and set the Public Hearing for Monday, February 17, 2014 at 5:00PM in the City Hall Council Chambers

Staff Summary

2/3/2014

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: Mike Wilson, Community Development Director

SUBJECT: **Resolution No. 58-R-2013-2014 Setting A Public Hearing On A Proposed Amendment To The Southwest Minnesota Housing Partnership Development Agreement**

BACKGROUND: In July 2013 Council approved a Development Agreement with SWMHP relating to the 10th Street Townhome project which will create 42 new townhome apartments. In that Development Agreement the City agreed to provide certain incentives to help the SWMHP application for tax credits be successful.

A portion of those incentives was in-kind work that City crews could accomplish for less cost than what a contractor would charge for the work. Some of this work has been completed, some will be done in the spring.

The City's actual cost to do the work was less than the value created for SWMHP, but since that was the case the Iowa Finance Authority has ruled the the City needs to make an additional contribution to the project so that the City's actual cost equals the value created for SWMHP. The additional amount needed is \$27,011.66 Not doing so creates a risk that SWMHP might not receive all of their tax credits.

Council needs to hold a Public Hearing on the Amendment. The Hearing will be held at the regular Council meeting at 5:00PM Monday, February 17th at City Hall.

FISCAL IMPACT: Staff is recommending a partial rebate of the building permit fee which has already been paid. The total amount of the permit fee was \$53,574.53 of which \$12,600 for sewer and water hookup fees were waived as part of the original incentive package. Providing the rebate of \$27,011.66 will result in the City collecting a net amount of \$13,963.47 for the permit.

RECOMMENDATION: Set the Public Hearing for Monday, February 17, 2014 at 5:00PM

ATTACHMENTS:

Description

Type

📎 [Resolution No. 58-R-2013-2014](#)

Resolution

RESOLUTION NO. 58-R-2013-2014

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO AN AMENDMENT NO. 1 TO AGREEMENT FOR PRIVATE DEVELOPMENT WITH 10TH STREET TOWNHOMES LLLP, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 02-R-2013-2014, adopted July 1, 2013, 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 #4 LMI Housing Urban Renewal Plan (the "Plan") for the #4 LMI Housing Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan, as amended, is, or will be on file in the office of the Recorder of Buena Vista County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, 10th Street Townhomes LLLP (the "Developer") has proposed an Amendment No. 1 to the Agreement for Private Development ("Agreement") between Developer and the City which would obligate the City to reimburse Developer for a portion of the Building Permit Fee paid by Developer in the amount of \$27,011.06; 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 Amendment No. 1 to Agreement for Private Development 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 17th day of February, 2014, for the purpose of taking action on the matter of the proposal to enter into an Amendment No. 1 to Agreement for Private Development 10th Street Townhomes LLLP.

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 AN
AMENDMENT NO. 1 TO AGREEMENT FOR PRIVATE
DEVELOPMENT WITH 10TH STREET TOWNHOMES LLLP,
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 17th day of February, 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 an Amendment No. 1 to Agreement for Private Development (the "Agreement") with 10th Street Townhomes LLLP (the "Developer").

10th Street Townhomes LLLP (the "Developer") has proposed an Amendment No. 1 to the Agreement for Private Development ("Agreement") between Developer and the City which would obligate the City to reimburse Developer for a portion of the Building Permit Fee paid by Developer in the amount of \$27,011.06.

A copy of the Amendment No. 1 to 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 Amendment No. 1 to 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 Amendment No. 1 to 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 3rd day of February, 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

2/3/2014

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Ordinance No. 04-O-2013-2014 Make the Intersection of 13th Street & Seneca Street An All-Way Stop, Second Reading**

BACKGROUND: Due to concerns about increased vehicular and pedestrian traffic at the intersection of 13th Street and Seneca Street and in advance of the new apartment complex opening north of that intersection, we are requesting a change in the ordinance to make this intersection an all-way stop. This would increase the safety of vehicular and pedestrian traffic.

The new apartment complex will be built North of the intersection with two (2) buildings with 16 units per building for a total of 32 units.

According to the latest Iowa Department of Transportation average daily traffic count in 2011 for Seneca Street is 1350 cars per day, and the latest average daily traffic count conducted in 2007 for East 13th Street was 1030 cars per day.

The Police Department has received comments and requests for stop signs from community members as well as feedback at their summer Neighborhood Outreach Program in that area.

The Police Department has also received complaints of traffic speed increasing in this area and an overall increase in vehicular traffic already without the addition of the new apartment complex.

FISCAL IMPACT: Four stop signs and posts would be the only fiscal impact at a cost of \$150.00 a sign for a total cost of \$600.00.

RECOMMENDATION: Pass and adopt Ordinance No. 04-O-2013-2014
First reading January 20, 2014
Second reading February 3, 2014
Third reading February 17, 2014

ATTACHMENTS:

Description	Type
 Ordinance No. 04-O-2013-2014	Ordinance

ORDINANCE NO. 04-O-2013-2014

AN ORDINANCE AMENDING TITLE 9, CHAPTER 7, SECTION 3 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY THE ADDITION OF STOP SIGNS

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

Section 1. Title 9, Chapter 7, Section 3 of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa is hereby amended by the addition of the following unnumbered Subsection at the end of said Section 3 (Stop Signs Required) as it now reads:

All corners of the intersection of Thirteenth Street and North Seneca Street

Section 2. This ordinance shall be in full force and effect from and after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

2/3/2014

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: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 05-O-2013-2014 Amendments To Title 10, Chapter 1, Of The Storm Lake City Code Regarding Sidewalks, Second Reading**

BACKGROUND: City staff is in the process of updating our inspection process and forms as well as creating an inspection policy. As a part of that process, City staff has reviewed our inspection procedures and Title 10, Chapter 1 of the Storm Lake City Code with the City Attorney.

The current sidewalk inspection procedure has been in place since 1995. City staff performs annual inspections on sidewalks within the City every spring. On going annual inspections are integral to maintaining safe pedestrian walks which are an important asset to the community. It also helps to reduce the liability associated with trips and falls if sidewalks are allowed to fall into disrepair.

The City is split up into five different "zones" and the procedure is to inspect a different zone every year such that sidewalks are inspected at least once every four years. See the attached map which identifies the five zones.

The exception to this has been the zone containing the Central Business District, since this area has a large amount of pedestrian traffic. Inspections of the Central Business District are done annually. None of the timing for the inspections is proposed to be changed.

The proposed changes to the inspection policy would also require the City Hike and Bike Trail system to be inspected annually.

The proposed changes to Title 10, which are attached to this staff summary, will all be amendments to existing sections. The major changes are as follows:

After reviewing our current City Code and the State Code, the City Attorney determined that we will need to send our sidewalk repair

notices via certified mail in order to be able to assess the work done by the City for those that fail to correct the deficiencies on their own within the allowed timeline.

Initially, City staff recommended that the Council approve a fee for sidewalk permits issued for repairs under this program. After receiving public input on this, City staff reviewed the need to charge a permit fee and determined that that City could opt to NOT charge a permit fee at the current time. City staff proposes to implement revisions in the sidewalk inspection process including multiple types of notification and education of the community about the sidewalk inspection process. The staff feels that this improved process could reduce the number of properties that are out of compliance and therefore reduce the City's cost of implementing the program. Staff would like to review the program over at least two inspection cycles to determine if the changes to the program have improved compliance. If the changes do not reduce the costs of the program, then permit fees could be revisited for approval at that time.

The Code has also been updated to clarify the period allowed for installation of sidewalks where they did not previously exist and for repairs which are required to be made to sidewalks as a result of City inspections. None of these timelines will change from what is currently allowed but the timing was not previously included in the ordinance and will now be. This will allow the City to enforce the ordinance more effectively.

The change to the City Code also clarifies that the City will remove and replace a damaged section of sidewalk rather than make surface repairs to effect a more long term solution in the event that the owner chooses to have the work assessed and/or does not complete the work in the required time. New/repared sidewalks will be constructed to ADA standards.

The intent of the updates to the current inspection program are to bring our City Ordinance in line with the current State Code requirements for notices for repairs, clarify the assessment process, and update our forms and procedures to make the process more efficient.

Finally, staff has produced an administrative policy that will provide guidance and work flow as to how the process outlined in the ordinance will be administered. Council will find the administrative policy attached to this staff summary as well as copies of the sidewalk inspection zone map, a sidewalk inspection program brochure, a copy of the proposed ordinance update, and a copy of the sidewalk inspection criteria.

FISCAL IMPACT:

The fiscal impact includes attorney fees for review of the City Code and inspection process which are anticipated to be in the range of \$500.00, as well as costs for certified mailings to property owners with deficient sidewalks estimated at between \$500 to \$1,000.

RECOMMENDATION:

Approve Ordinance No. 05-O-2013-2014

2nd Reading - Febraury 3, 2014
3rd Reading - February 17, 2014

ATTACHMENTS:

Description	Type
 Updated sidewalk ordinance	Ordinance
 Sidewalk Zone Map	Map
 Sidewalk deficiencies	Backup Material
 Sidewalk Brochure	Backup Material
 Sidewalk Administrative Policy	Policy

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 1, SECTIONS 2, 3, 5, 8, 9, 10, 11, 12 AND 15 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA FOR THE PURPOSE OF UPDATING THE PROVISIONS OF THE CITY CODE RELATING TO SIDEWALKS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA THAT THE FOLLOWING CODE SECTIONS ARE AMENDED AS SET FORTH HEREFTER.

Section 1. Section 10-1-2 is hereby amended by the addition of the following the text of this Section as it currently reads:

“If standards determined pursuant to the Americans with Disability Act (ADA) require construction to a higher standard, the ADA Standard shall apply.”

Section 2. Section 10-1-3 is hereby amended by the addition of the following sentence following the text of that Section as it currently reads:

“The Notice shall provide that the owner must obtain a permit to make such sidewalk improvements at such cost for the permit as is prescribed from time to time by resolution by the Council, and shall provide a time limit in which the construction of the sidewalk must be completed, and which time limit shall not be less than 120 days.”

Section 3. Section 10-1-5 is hereby amended by adding the language set forth hereafter immediately following the text of the Section as it currently reads:

“When the City assesses the cost of constructing a sidewalk across the property where no sidewalk has previously existed , the property owner may elect to make the payments in equal payments over a period of not more than four years plus interest at the rate of five percent.”

Section 4. Section 10-1-8 is hereby amended by deleting the word “Administrator” wherever it appears in this Section and substituting the term “Manager” in its place.

Section 5. Section 10-1-9 is hereby amended by deleting the language of the present Section and substituting the following language within its place:

“Section 10-1-9 Owner’s Responsibility On Receiving Notice To Repair.

Upon receipt of Notice to Repair Sidewalks, all homeowners shall, within sixty (60) calendar days thereafter, first obtain a permit from the Code Enforcement Officer and pay the charge for said permit. The Application for the permit shall include the name of the contractor purposed to do the repair or replacement, or alternatively, provide notice that the owner will personally do the work and provide the tentative date of the repairs and provide notice as to whether the owner intends to repair or replace the sidewalk.

Following the issuance of this permit and within the same sixty (60) day time frame set forth above, all sidewalk repair or replacement as required in the Notice to the property owner shall be completed. For good cause shown, the City Manager is hereby authorized to extend the period of time for completion of sidewalk repair or replacement beyond the sixty (60) day period for such additional period of time as the manager deems reasonable.”

Section 6. Section 10-1-10 is hereby amended by deleting the word “Administrator” wherever it appears and substituting the word “Manager” in its place. In addition, the following additional sentences shall be inserted at the end of Section 10-1-10 as follows: “Homeowners are given notice that if they fail to make the repairs required and if the City must then proceed, pursuant to this Section, to make the repair, it will be the policy of the City to make all repairs by removing the affected sections of the sidewalk and replacing them with new concrete notwithstanding that the homeowner might have pursued other possible remedies to bring the sidewalk into compliance. For assessments made pursuant to this Section, the property owner shall have the option of paying the assessment over a two (2) year period with interest at five percent (5%).

Section 7. Section 10-1-11 is hereby amended by deleting the language as it presently reads and substituting the following language in its place:

“Section 10-1-11 Appeal Of Notice To Repair Or Notice Of Assessment

Any property owner desiring to appeal a notice requiring the property owner to install and repair or replace sidewalk adjacent to or adjoining the owner’s property must file a notice of appeal with the City Clerk within five (5) days of receipt of the notice. The appeal shall be heard at the earliest possible date thereafter by three members of the City staff designated by the City Manager. In no case shall the appeal be heard by the City staff member who made the original inspection and determined the necessity of repairs. If the City makes the repairs required upon failure of the property owner to do so and thereafter files an assessment against the property, and the property owner desires to appeal that notice of assessment, the property owner shall file a notice of appeal with the City Clerk within ten (10) days following receipt of the notice of assessment. The appeal of the assessment shall be heard at the next regular council meeting following the receipt of the notice of appeal by the Clerk, and at the conclusion of the hearing on that property owner’s appeal, the Council shall either affirm, reverse or modify the original assessment order.”

Section 8. Section 10-1-13 is hereby amended by the deletion of the word “Administrator” wherever it appears in that Section and substituting the word “Manager” in its place.

Section 9. Section 10-1-15 is hereby amended by deleting the language of the current Section and substituting the following language in its place:

“Section 10-1-15 Municipal Infraction. A violation of any provision of this Chapter, specifically including the failure to obtain permits that are required by this Chapter or failure to pay the permit fee, shall constitute a municipal infraction subject to the penalties and alternative relief authorized by Title I, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa.”

Section 10. This Ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2014.

Jon F. Kruse, Mayor

ATTEST:

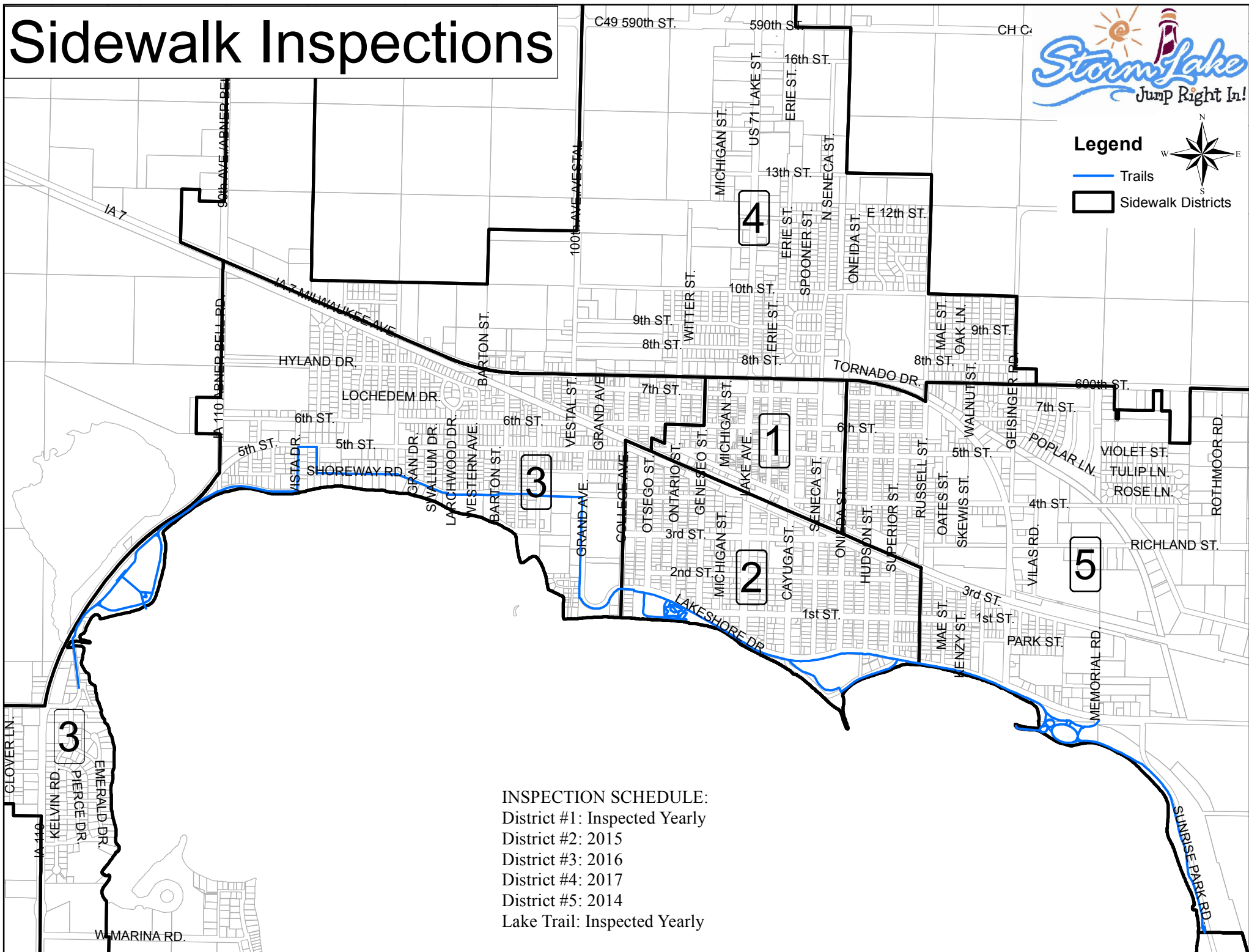
Justin Yarosevich, City Clerk

Sidewalk Inspections



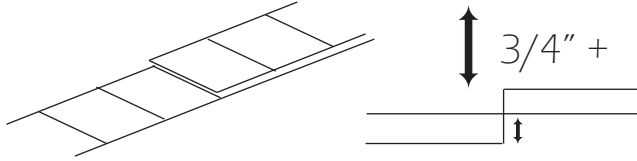
Legend

-  Trails
-  Sidewalk Districts



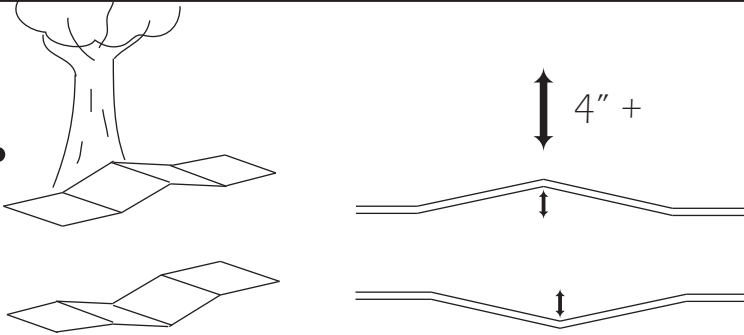
TYPE OF REPAIR

A.



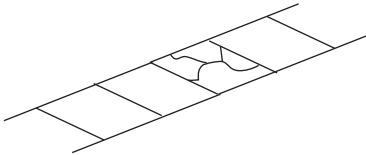
A vertical separation of $3/4"$ or more

B.



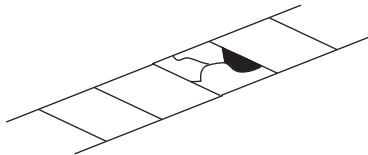
A deviation from the design or construction grade equal to $4"$ in a ten-foot section

C.



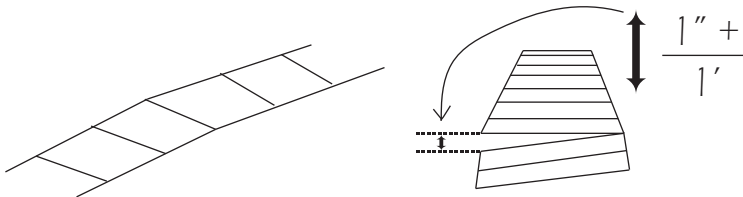
The sidewalk is cracked into 4 or more pieces per $4' \times 4'$ section, and sections have a vertical difference of $3/4"$ or more

D.



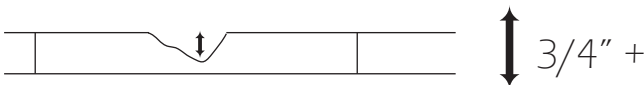
A part of the sidewalk is missing for the whole depth

E.



A side-to-side slope is greater than $1"$ per foot

F.



Holes or depressions $3/4"$ or more in depth

G.



A horizontal separation of $3/4"$ or more

SIDEWALK REGULATIONS

CONTACT FOR MORE INFORMATION

Building Official's Office

712.732.8002

buildingofficial@stormlake.org

www.stormlake.org/sidewalks



WHAT IS THE PURPOSE OF SIDEWALK REGULATIONS?

The intent of this program is to promote consistency in the inspection of sidewalks and to insure the best pedestrian and bicycle routes available within the community.

WHO PERFORMS THESE INSPECTIONS?

Inspections of sidewalks shall be performed by the City Code Enforcement Officer, the Assistant Infrastructure Superintendent, the Infrastructure Superintendent, and/or the Building Official.

INSPECTION REQUIREMENTS

Inspections of private properties within the city shall be done at least once every five (5) years. These inspections include identification of any violations or deficiencies in the sidewalk.

Inspectors record these deficiencies by **writing on the inspection report** as well as **highlighting the violations on the sidewalk** with paint.

Sidewalks will be inspected for the deficiencies listed on page 2.

WHAT DOES IT MEAN?

SIDEWALK:

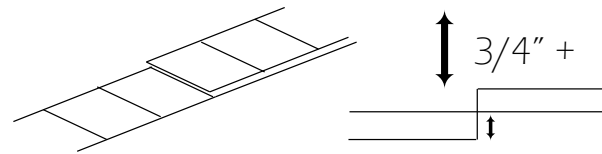
(in this document), the portion of sidewalk that is used for public pedestrian access.

Not sidewalks that are on private property (with the exception of a private sidewalk that is declared as public access sidewalk via an agreement or easement).



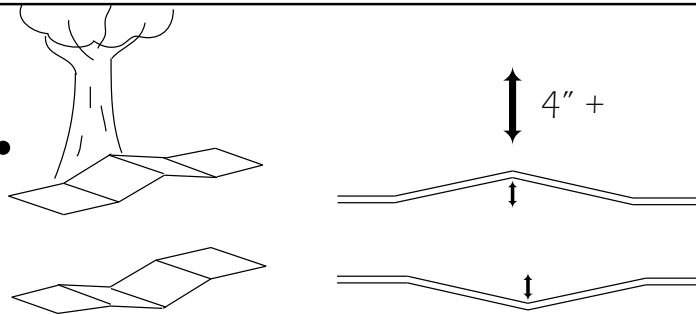
TYPE OF REPAIR

A.



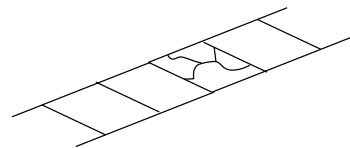
A vertical separation of 3/4" or more

B.



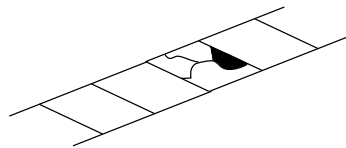
A deviation from the design or construction grade equal to 4" in a ten-foot section

C.



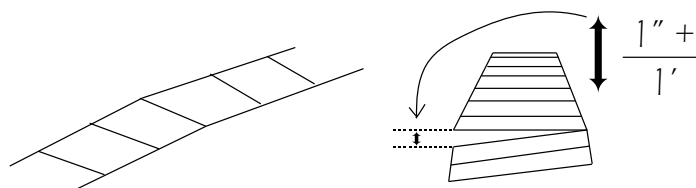
The sidewalk is cracked into 4 or more pieces per 4'x4' section, and sections have a vertical difference of 3/4" or more

D.



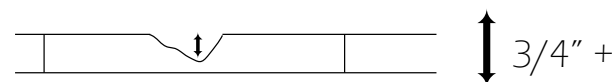
A part of the sidewalk is missing for the whole depth

E.



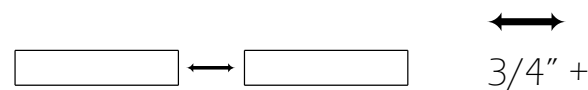
A side-to-side slope is greater than 1" per foot

F.



Holes or depressions 3/4" or more in depth

G.



A horizontal separation of 3/4" or more



WHAT DOES IT MEAN?

MUNICIPAL INFRACTION:

any act declared to be unlawful, an offense or a misdemeanor. It also includes any failure to perform any act or duty required by City Code. Municipal infractions can be charged for each day the issue is not resolved. First offense is a charge of **\$75.00**, second offense is a charge of **\$125.00**, and all other repeated offenses are **\$200.00**.

INSPECTION CYCLE

In April of each year, the City will notify the public of upcoming inspections by all of the following methods:

- local media
- social media
- City Tidbits Newsletter (included in monthly utility bill)
- the city's website, www.stormlake.org

Inspections begin when weather permits, but never later than May 1st. All inspections are completed before June 1st.

Following the inspection of sidewalks, the inspector turns in the completed inspection sheets into the Sidewalk Program Administrative Assistant. Notices are completed for each violation, and sent via certified mail.

		SIDEWALK APPROACHES (CITY RESPONSIBILITY) SIDEWALK (PROPERTY OWNER RESPONSIBILITY)	N ☐
HOME ADDRESS _____			
STREET NAME: NOMBRE DE LA CALLE: _____ STREET NAME: NOMBRE DE LA CALLE: _____			

The notice that is mailed to the property owner after inspection contains the following:

- Notice of the right to appeal the findings of the inspection.
- Notice to obtain a "Sidewalk Repair Permit" from the Building Official's office prior to the work being done and to pay the permit fee as outlined in the City's current Fee Resolution
- Notice to repair the found deficiencies within 60 days of the date of the notice
- Notice that failure to repair the deficiencies will result in the work being done by the City of Storm Lake and assessed against the property including the permit fee and an administrative fee

MY SIDEWALK WAS NOT REPAIRED ON TIME. NOW WHAT?



For those properties where deficiencies that were found in the initial inspection are not repaired at the time of the follow up inspection, the Inspector shall submit to the City Clerk's office a report.

The City Clerk's office will prepare a "Notice to Public of Assessment" that is filed with the Buena Vista County Recorder's office and mailed to each property owner in violation.

The City will make sure the work is done, and the property owner will pay the cost of work and administrative fees (along with interest) with their tax bill over a maximum period of two years.

MY SIDEWALK WAS REPAIRED, BUT NO PERMIT WAS ISSUED. NOW WHAT?



For those deficiencies that have been repaired but no permit was issued, the City will invoice the property owner for the cost of the permit and provide 20 days in which to pay.

Failure to pay will result in a municipal infraction, which can be charged for each day the issue is not resolved.

.....

COMPLAINTS

- Citizens may make complaints regarding the condition of sidewalks within the city of Storm Lake City limits.
- Complaints shall be made in writing (email is an acceptable form of writing for this purpose at buildingofficial@stormlake.org) to the City of Storm Lake, explaining the type of complaint that is being filed.
- Within five working days of the receipt of a complaint, the City shall have an inspector inspect the sidewalk and determine if the complaint is warranted or not. Complaints that are warranted shall be routed through the inspection process.

City of Storm Lake

Sidewalk Inspection Program

Administrative Policy

This policy is provided to provide guidance in how the City of Storm Lake Sidewalk Inspection Program shall be administered to ensure a fair and equitable process. Staff may recommend changes to the policy from time to time. All changes shall be reviewed by the City Manager and provided to the City Council for their review.

DEFINITIONS

The following general definitions are used throughout this administrative policy:

1. ADA Approach (Ramps) – ramps from the street level to the sidewalk level that are compliant with Americans for Disability Act utilizing the latest standards set by Federal and State governmental units.
2. Certified Mail – Mail sent via the US Postal Service Certified with a return receipt required.
3. Parcel Identification Number (PIN) – The number associated with the property for GIS purposes
4. Sidewalk – Sidewalk as used within this policy shall include the portion of sidewalk that is used for public pedestrian access and not sidewalk that is on private property (with the exception of private sidewalk that is on private property but is declared as public access sidewalk via an agreement or easement).
5. Sidewalk Approaches – the sections of sidewalk starting at the street level and moving up to a common “landing area”. The Sidewalk Approaches are considered, for the purposes of this policy, the responsibility of the City of Storm Lake to repair. Responsibility for maintenance including snow removal of the sidewalk shall be that of the property owner. The property owner shall also be responsible for removal of snow and ice from the Sidewalk Approaches.

ANNUAL REPORT

The Office of the Building Official shall provide an annual report to the City Manager and Storm Lake City Council which provides data on the previous year’s inspection process. The report shall be prepared in January of each calendar year showing the reporting period beginning January 1 and running through December 31 annually. The report shall include:

- The zones that were inspected during the year including a map showing what areas of the community the zones cover
- The number of inspections that were completed
- The number of properties that were found to be deficient
- The number of properties that were assessed for repair work
- The number of properties that were repaired by the property owner
- The number of appeals received and their outcomes

- A narrative report of the year in review including any major changes to the sidewalk inspection program, inspection highlights, and any suggestions for improvements to the program for future years

INSPECTION CYCLE

The inspection cycle for the Sidewalk Inspection Program shall be as follows:

In March of each year the Administrative Assistant assigned the responsibility of handling the processing for the program shall notify the inspections team, the City Clerk, and the City Manager of the zones that shall be inspected during the upcoming inspection cycle. The Administrative Assistant shall then prepare all inspection sheets for the upcoming inspection cycle. The inspection sheets shall be ready to go by March 31st annually.

Through the City's Communication Department, staff shall work to provide adequate notice of the upcoming inspections prior to the start of inspections on May 1st. Notice shall be provided in the manner in which staff believes is most beneficial including the following methods:

- Notification through the City's monthly newsletter "Tidbits"
- Notification through social media
- Notification through a press release sent to local media outlets
- Notification through the City's web page
- Other notification as deemed necessary

Inspections shall start no later than May 1st (or the 1st working day of May) of each calendar year. Inspections shall be completed within 20 working days but in no case later than June 1st of each calendar year.

Following the inspection of sidewalks the inspector shall turn the completed inspection sheets into the Sidewalk Program Administrative Assistant. The Administrative Assistant shall then prepare notices of violation for each property where a sidewalk infraction is found and shall send the notices via certified mail. The mailings shall be completed no later than June 10th of each calendar year.

The notice mailed to the property owner shall contain the following elements:

- Notice of the right to appeal the findings of the inspection. Appeals shall follow the process outlined in this policy.
- Notice to obtain a "Sidewalk Repair Permit" from the Building Official's office prior to the work being done and to pay the permit fee as outlined in the City's current Fee Resolution
- Notice to repair the found deficiencies within 60 days of the date of the notice
- Notice that failure to repair the deficiencies will result in the work being done by the City of Storm Lake and assessed against the property including the permit fee and an administrative fee

Sixty (60) days following the mailing of the notices the City shall inspect all those sidewalks found to be deficient in the original inspection time to determine if the deficiencies have been repaired or not. The inspector shall file in writing the findings of the inspection.

For those deficiencies that have been repaired but no permit was issued the Inspector shall file a written report to the finance office assistant that includes the Property Owner Name, Address, Mailing Address and Phone of the Property Owner, Date of Inspection and Date of follow up Inspection, and Parcel Identification Number to the Finance Department so that the Finance Department may bill the property owners for the Sidewalk Repair Permit fee. Property owners who have not made payment on the Sidewalk Repair Permit fee within twenty (20) days shall then be sent a Past Due Notice and a phone call shall be placed to the property owner giving them another ten (10) days in which to pay for the invoice prior to a municipal infraction being filed against the property.

For those properties where deficiencies that were found in the initial inspection are not repaired at the time of the follow up inspection the Inspector shall submit to the City Clerk's office a report including the following information:

- Property Owner Name
- Parcel Identification Number
- Details of the repairs that need to be made to correct the deficiencies including the length of sidewalk and the width of the sidewalk per property that needs to be replaced
- Address of the property
- Mailing address and phone of the property owner

The City Clerk's office shall prepare a "Notice to Public of Assessment" that shall be filed with the Buena Vista County Recorder's office and shall be mailed to each property that is found to still be in violation. This notice shall be recorded and mailed within ten days of receipt of the information from the Inspector.

The City's Clerk's office shall also prepare a bid document to be sent to local concrete contractors or those contractors who have filed and asked to receive the bid specifications for sidewalk work within 15 days of the receipt of the list from the inspector.

Upon receipt of the bids the City Clerk shall forward the low bidder to the City Council for award of a contract to proceed with the work so that at the latest the work is completed by May 1 of the following year.

In the event that the City of Storm Lake has an outstanding bid for sidewalk replacement work with a per foot price the City may choose to use that bid to accomplish this work.

Following the completion of the work by the contractor the City Clerk's office shall mail notice by Certified Mail to each property owner providing the owner with the option of making payment in full of the amount due and notifying them of the total amount to be assessed against their property and giving them the right to appeal the assessment within 15 days of the date of the letter.

Fifteen days after the mailing of the notices to property owners the City Clerk shall file the assessments with the Buena Vista County Treasurers Office.

In the event that an inspection reveals that a section of sidewalk was removed where sidewalk once existed, the City shall provide notice as required in the City Code and this policy to the property owner to replace the removed sidewalk. The property owner shall be given 120 days in which to repair. If the sidewalk is not repaired in that time frame the City shall proceed with having the sidewalk installed and

assessed to the property owner with the term of the assessment being a maximum assessment of four (4) years with 5% interest.

COMPLAINTS

Citizens may make complaints regarding the condition of sidewalks within the City of Storm Lake city limits. Complaints shall be made in writing (email shall be an acceptable form of writing for this purpose) to the City of Storm Lake. The complaint once received shall be logged into the City's Code and Contact Management system.

Within five working days of the receipt of a complaint the City shall have an inspector inspect the sidewalk and determine if the complaint is warranted or not. Complaints that are warranted shall be routed through the inspection process noted in this policy.

For complaints on sidewalks that are not part of the annual sidewalk inspection group the start date shall be the date of receipt of the complaint. Complaints received in the fall of the year shall be notified by normal US Mail and then re-inspected during the next cycle of inspection (regardless of if that specific location is within the zone being inspected) and, if not completed, shall follow the process outlined in the City Code and this policy along with the rest of the deficient sidewalks in the inspection zone.

All complaints shall have written documentation completed following the inspection and filed with the original complaint within the City's document management program within twenty days of the complaint being filed.

INSPECTIONS

Inspections of sidewalks shall be performed by the City Code Enforcement Officer, the Assistant Infrastructure Superintendent, the Infrastructure Superintendent, and/or the Building Official.

The intent of this program is to promote consistency in the inspection of sidewalks and to insure the best pedestrian and bicycle routes available within the community.

INSPECTION PROCEDURES/REQUIREMENTS

Inspections shall be done at least once every five (5) years for all properties within the city limits except the following:

- Central Business District – Shall be inspected annually
- City Owned and Maintained Trail and other City owned and maintained sidewalks– Shall be inspected annually

During the inspection, inspectors shall identify any violations to the sidewalk both in writing on the inspection report as well as on the sidewalk by painting the sidewalk deficiencies and any panels that need to be replaced.

Sidewalks shall be inspected for the deficiencies outlined in the current deficiencies guidelines.

City sidewalks that are found to be in need of repair shall be repaired and/or replaced within 60 days of the inspection date.

APPEALS

For the Sidewalk Inspection Program there shall be two types of appeals available as follows:

- Deficiency Appeal – the appeal of the occurrence of a deficiency as noted by the City inspector
- Assessment Appeal – the appeal of the amount of the assessment or the right to be assessed for the work

DEFICIENCY APPEAL

Property owners shall have the right under the Sidewalk Inspection Program to file an appeal to the City of Storm Lake regarding the occurrence of a deficiency as determined by the City's inspector. The property owner shall have the right to appeal to the City within five (5) days of the receipt of the certified notice of deficiency.

All appeals under this section shall be heard by a committee of three (3) City staff members who are knowledgeable of the City's Sidewalk Inspection Program. However, the appeal board shall not include the inspector who inspected the sidewalk.

The appeal must be made in writing including the name of the property owner, address of the property where the deficiency was noted, and complete contact information for the property owner including but not limited to mailing address, home phone, cell phone numbers and email address.

ASSESSMENT APPEAL

Property owner shall have the right under the Sidewalk Inspection Program to file an appeal to the City of Storm Lake regarding the assessment of the work done by the City to their property for failure to complete the work as required by the City Code. This shall include the right to appeal the amount of the assessment.

Under this appeal type the property owner shall have ten (10) days from the mailing of the notice of assessment to make the appeal. The appeal shall be scheduled to be heard by the Storm Lake City Council at the next available City Council Meeting provided that there is at least three working days prior to the Council meeting in which the appeal is filed. If the appeal is filed with three or less working days prior to the next Council Meeting the appeal shall be heard at the following regular City Council meeting.

Upon receipt of an appeal the Building Official shall notify the City Clerk to schedule an appeal hearing as outlined in this Administrative Policy.

In preparation for the appeal hearing the Building Official shall provide the appropriate appeal board with the original inspection report, a copy of the appeal, pictures of the existing sidewalk showing the deficiencies and a copy of the sidewalk inspections criteria. In the case of an Assessment Appeal the City

Clerk shall also provide copies of the notices sent to the property owner and the cost of the assessment and breakdown of the assessment amount for that property.

RECORDS RETENTION

All documents related to the City's Sidewalk Inspection Policy including inspection records shall be maintained for at least one complete inspection cycle (For example documents on property A shall not be destroyed until after the next following regular inspection for that same property) in paper format. All inspection reports, assessments, and certified notices shall be maintained in digital format in the City's document management system indefinitely.

All documents shall have on them the Parcel Identification Number (PIN) for GIS purposes and shall be filed by physical address of the property.

The Building Official's office shall be responsible to ensure compliance with this records retention policy.

Staff Summary

2/3/2014

Agenda Item # 13.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
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REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Ordinance No. 06-O-2013-2014 Providing For Collection Of Incremental Taxes - McDonalds Parcel, Second Reading**

BACKGROUND: McDonalds recently constructed a new facility in Storm Lake and within the Storm Lake Urban Renewal Area North #1 - Bargloff Urban Renewal Area. The facility was constructed on vacant land that was previously owned by the Storm Lake Community School District.

As part of the Bargloff TIF or Urban Renewal Area the City must pass an ordinance instructing the collection of incremental taxes on the parcel and setting a base valuation year for the parcel in order to collect the taxes and utilize the taxes to pay for improvements in the Urban Renewal Area.

The Ordinance would set January 1, 2013 as the base valuation for the parcel and any growth in valuation over the valuation placed on January 1, 2013 would then be captured from all taxing entities (with the exception of the School District Property Plant and Equipment Levy, and all jurisdictions Debt Services Levies) for a maximum period of 20 years, provided the City has certified debt against the district.

The City has taken the stance of only passing TIF Ordinances on individual parcels within the Bargloff area to ensure that the other taxing entities are still allowed some growth from the area over the time of the Urban Renewal Area. This ordinance would only set the base value and provide for collection of taxes on the growth in valuation for the McDonalds parcel.

FISCAL IMPACT: The McDonalds parcel will have a base value set at the January 1, 2013 assessed value of \$209,000 which was just the value for the land. The January 1, 2014 value is anticipated to be approximately \$1,070,490.00.

Based on a growth in valuation of \$861,490.00 the city could receive additional tax revenue in the Bargloff Urban Renewal Area of \$29,792 (all is subject to the final assessed value and tax

levies).

RECOMMENDATION:

Adopt Ordinance No. 06-O-2013-2014
1st Reading - January 20, 2014
2nd Reading - February 3, 2014
3rd Reading - February 17, 2014

ATTACHMENTS:

Description

Type

 [Ordinance No. 06-O-2013-2014](#)

Ordinance

ORDINANCE NO. 06-O-2013-2014

Field Cod

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON CERTAIN PROPERTY LOCATED WITHIN THE STORM LAKE URBAN RENEWAL AREA NORTH #1 - BARGLOFF URBAN RENEWAL AREA, IN THE CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STORM LAKE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE STORM LAKE URBAN RENEWAL AREA NORTH #1 - BARGLOFF URBAN RENEWAL AREA (MCDONALD'S PARCEL)

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 08-R-2010-2011 passed and approved on the 19th day of July, 2010, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Storm Lake Urban Renewal Area North #1 - Bargloff Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the property owned by Vermeulen Properties 5 LLC (the McDonald's Parcel) located within the area. The McDonald's Parcel is legally described as follows:

The East Two Hundred Ninety-Five and Nine Tenths feet (E. 295.90') of Block Sixty-Three (63), First Addition to the City of Storm Lake, Buena Vista County, Iowa.

Parcel #1403202007; and

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Storm Lake, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City has determined to adopt individual TIF Ordinances on various properties within the Urban Renewal Area as parcels are developed and produce tax increment; and

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, desires to provide for the division of revenue from taxation on the McDonald's Parcel in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof (the McDonald's Parcel), by and for the benefit of the State of Iowa, City of Storm Lake, County of Buena Vista, Storm Lake Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area (the McDonald's Parcel), as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Storm Lake, State of Iowa, certifies to the Auditor of Buena Vista County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein (which certification is directed to be made during the 2014 calendar year), shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. Thus, if "debt" is certified by December 1, 2014, the frozen base valuation for the McDonald's Parcel shall be January 1, 2013.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Storm Lake, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Storm Lake, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the entire Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Urban Renewal Area (the McDonald's Parcel) without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area (the McDonald's Parcel) exceeds the total assessed value of the taxable property in the Urban Renewal Area (the McDonald's Parcel) as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area (the McDonald's Parcel) shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Storm Lake, State of Iowa, referred to in Section 3 hereof have been paid, all

monies thereafter received from taxes upon the taxable property in the Urban Renewal Area (the McDonald's Parcel) shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above (the McDonald's Parcel). In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2014

Read Second Time: _____, 2014

Read Third Time: _____, 2014

PASSED AND APPROVED: _____, 2014.

I, _____, City Clerk of the City of Storm Lake, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2014, signed by the Mayor on _____, 2014, and published in the Storm Lake Times on _____, 2014.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

00968006-1\11149-048

Staff Summary

2/3/2014

Agenda Item # 14.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
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REPORT TO: Honorable Mayor and City Council

FROM: Emily Haselhoff, Planning Coordinator

SUBJECT: **Study Session On Zoning Ordinance, Subdivision Ordinance, & Zoning Map**

BACKGROUND: City Staff along with Hoisington Koepler Group Inc. (HKGI) and the Planning and Zoning Commission have been working on the update for the Zoning Ordinance, Subdivision Ordinance, and Zoning Map for a year now. Before the next City Council meeting, City Staff wanted to hold this study session to update the Mayor and Council on the ordinances and map changes before the public hearing to be held on February 17th.

An update was previously given to Council by Brad Scheib from Hoisington Koepler Group Inc. back in September that dealt with all the text updates to the Zoning Ordinance and Subdivision Ordinance before a public hearing which was held with the Planning and Zoning Commission. This study session will cover the items that were addressed at the two public hearings that were held on October 28th and November 25th as well as the study session the Planning and Zoning Commission had in January following these public hearings.

The study session will also address the plan going forward and when the Mayor and Council should expect to see the final ordinances and maps for approval.

The Storm Water Ordinance is still being drafted and will be a stand alone Ordinance when adopted.

FISCAL IMPACT: There is no fiscal impact for this study session.

RECOMMENDATION: Hear the presentation on the Zoning Ordinance, Subdivision Ordinance, and Zoning Map update and provide any input and direction relating to the updates.

ATTACHMENTS:

Description	Type
 Zoning Ordinance, Subdivision Ordinance, & Zoning Map Study Session	Map

Zoning Ordinance, Subdivision Ordinance, & Zoning Map Study Session



February 3, 2014

Recap Since September

- Public Hearings were held October 28th and November 25th
 - October: Zoning Ordinance
 - November: Zoning Map proposed changes
- Study Session held January 13th

November Public Hearing

- Letters sent out previously to every property owner with a zoning change
- Around 75 people called into City Hall
 - Most people were curious what re-zoning meant
 - Some were opposed to re-zoning
 - Other were favorable to re-zoning
- Around 40 members of the public attended
- Several issues were addressed: 2 bigger issues emerged

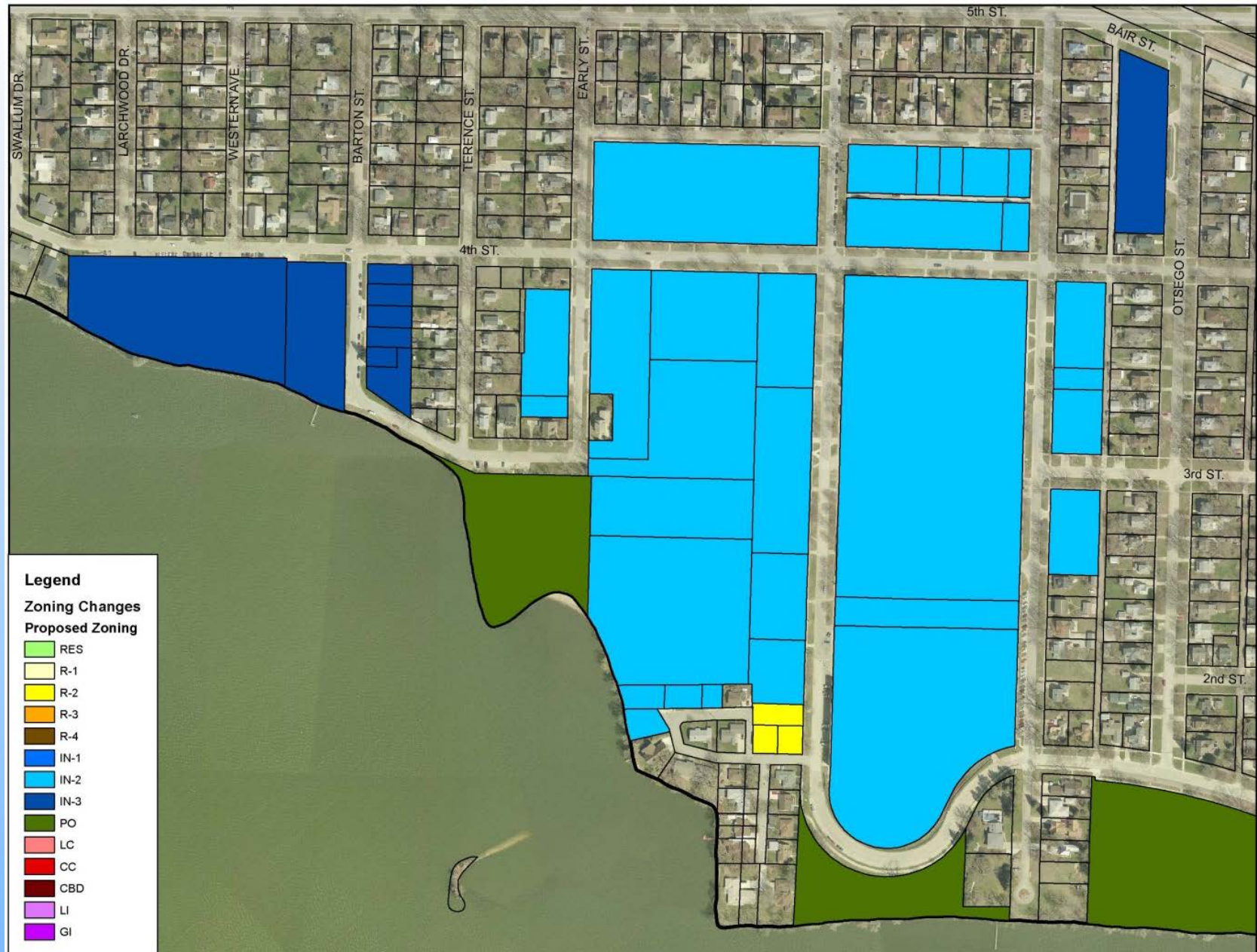
Issues Expressed During Public Hearing

- Institutional zoning around BVU and Methodist Manor along with including residential homes in between the institutions
- Residential Districts “up-zoning” from R-1 to R-2 and R-2 to R-3 and the potential to affect property values and allow multi-family development
- Zoning of South School as IN-1
- Prohibiting barber shops and beauty salons as a home occupation
- Re-zoning property along Hwy 110 as R-1 when multi-family development may be the only option for the existing land

Study Session Recap

- Commission Requests:
 - Scale back IN Districts around BVU and Methodist Manor
 - Review Residential “up-zonings” to determine benefits and impacts and provide mapping for each district
 - Re-zone South School to IN-2 instead of IN-1
 - Barber Shops and Beauty Salons will no longer be a prohibited home occupation
 - Property along Hwy 110 and Emerald Drive will be changed back to R-2 & R-3 Zoning District and staff will review this with the Comprehensive Plan
 - Review definition for multi-generational housing

BVU & Methodist Manor New Proposed Zoning



Proposed Zoning Map Changes

Storm Lake Zoning Map



Updated: January 31, 2014



Legend

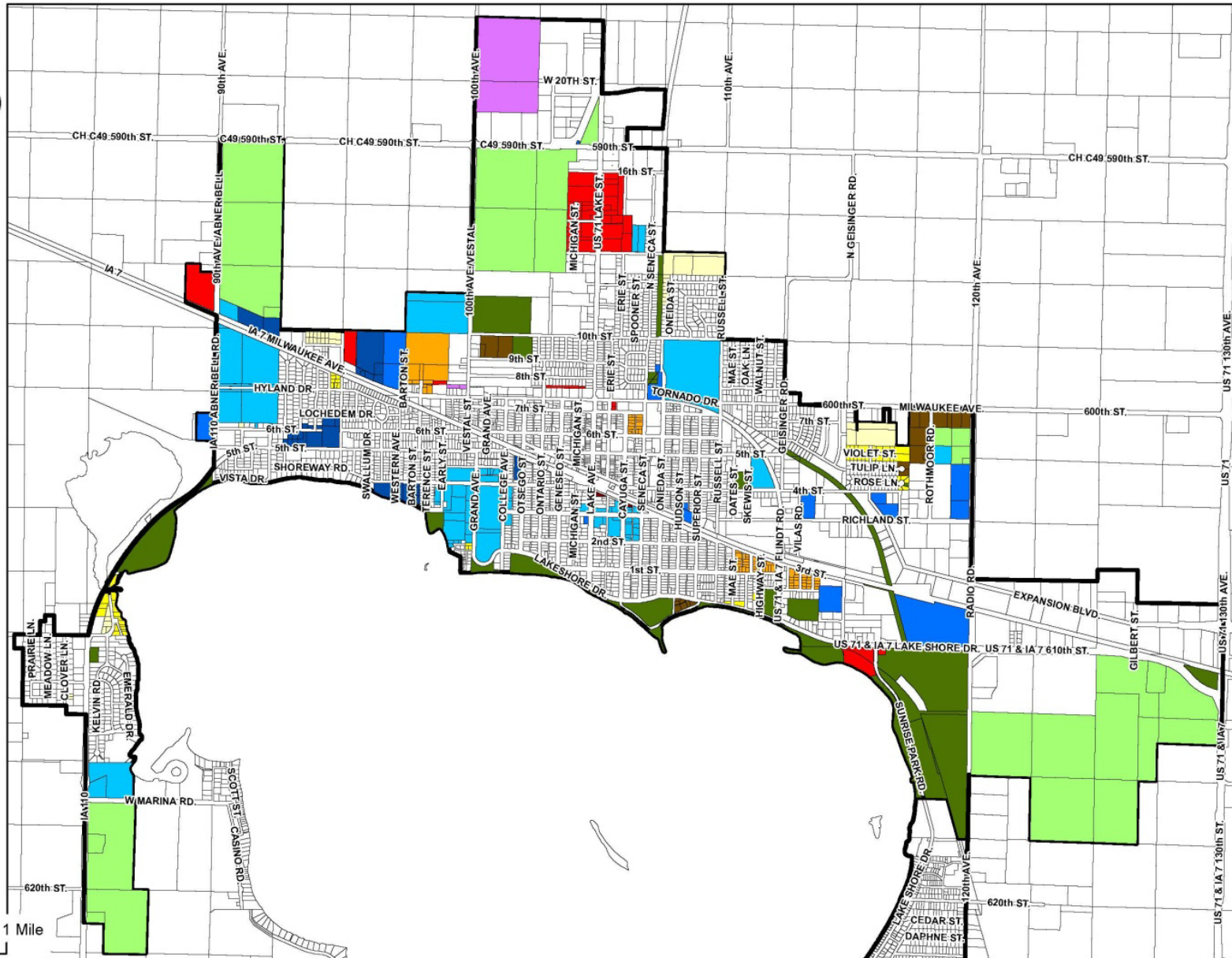
Zoning Changes

Zoning Districts

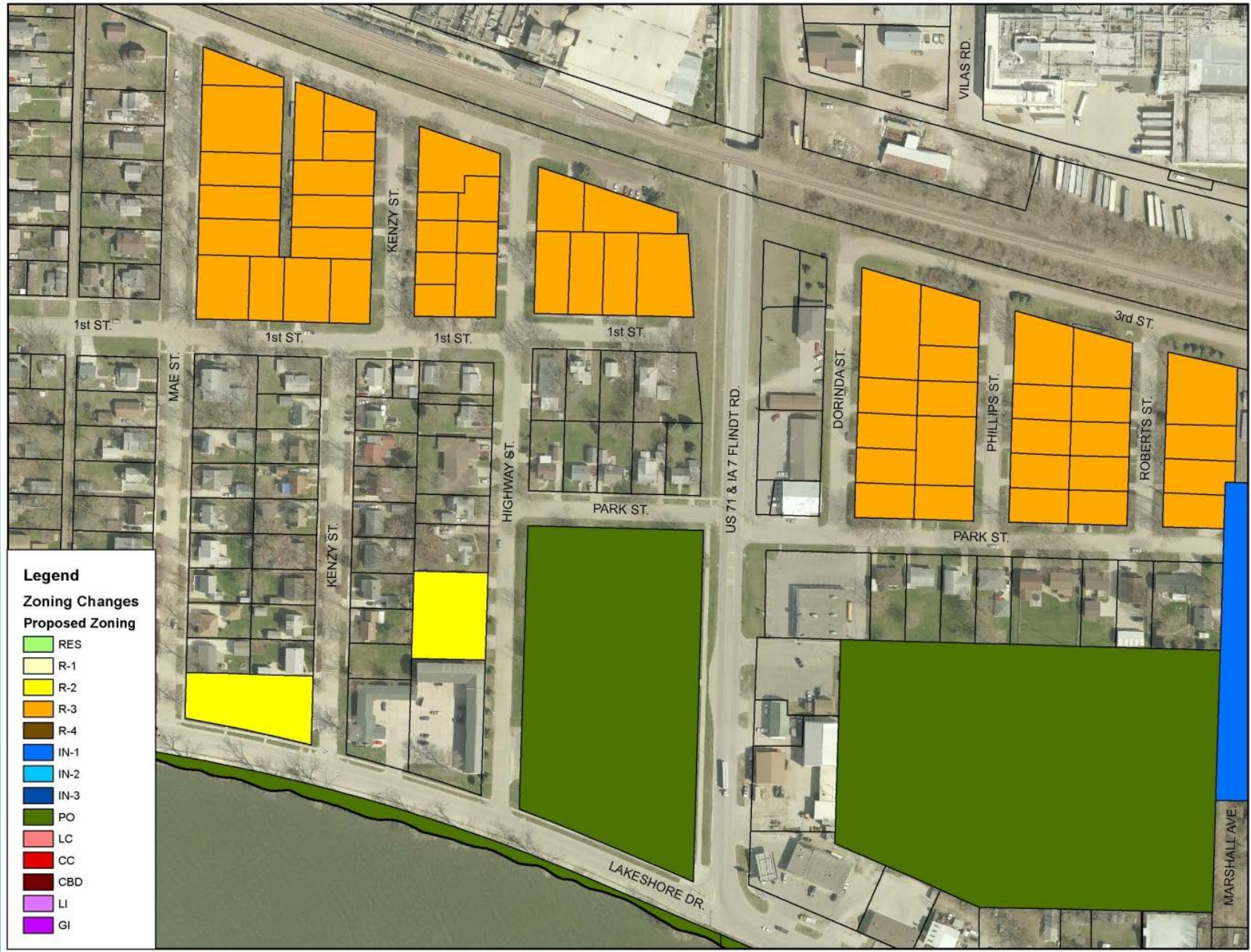
- RES: Reserve
- R-1: Low Density Residential
- R-2: Low-Medium Density Residential
- R-3: Medium Density Residential
- R-4: High Density Residential
- IN-1: Public Services
- IN-2: Institutional Facilities
- IN-3: Hospital Medical Facilities
- PO: Park, Recreation, and Open Space
- LC: Limited Commercial
- CC: Community Commercial
- CBD: Central Business District
- LI: Limited Industrial
- GI: General Industrial

City Limits

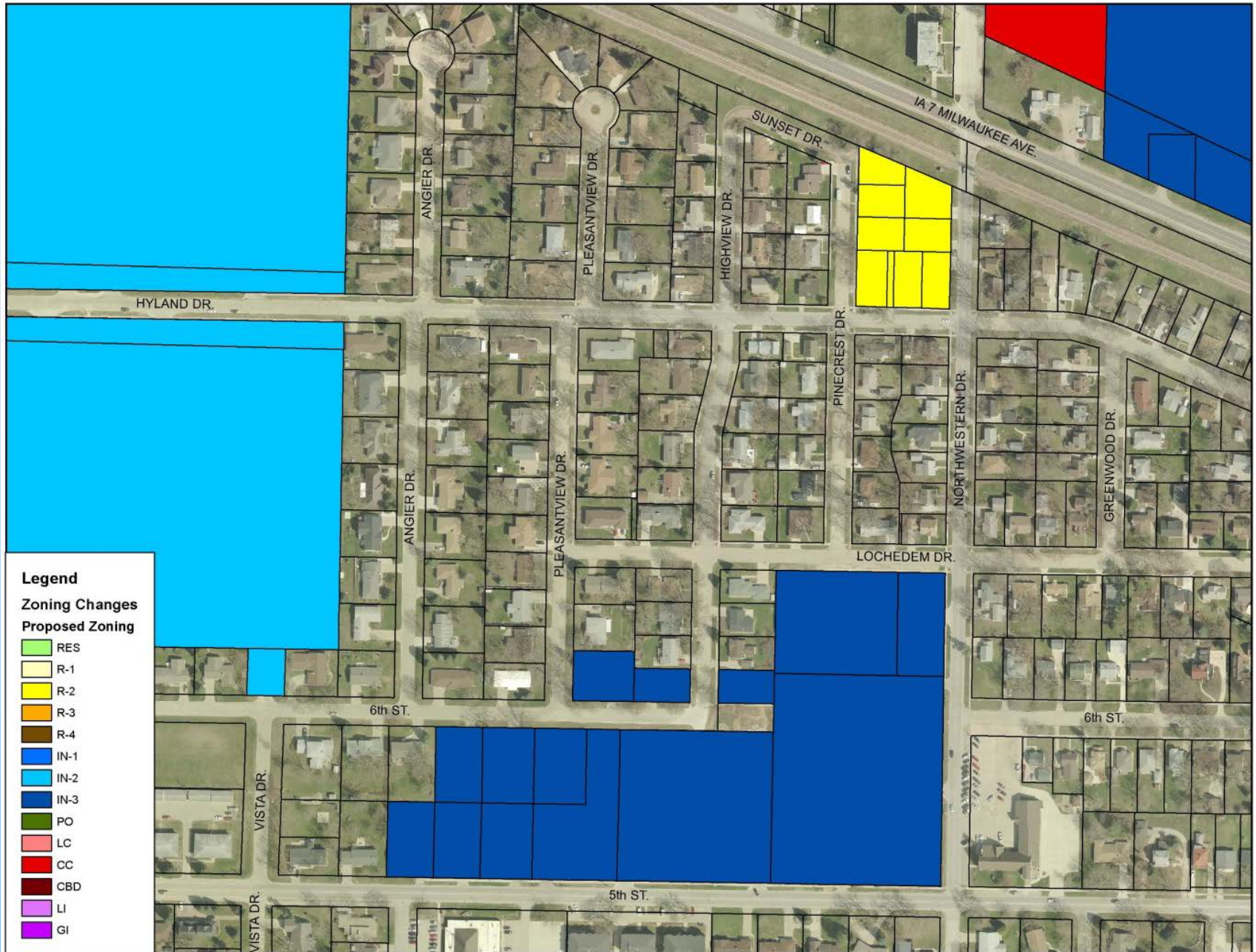
0 0.25 0.5 1 Mile



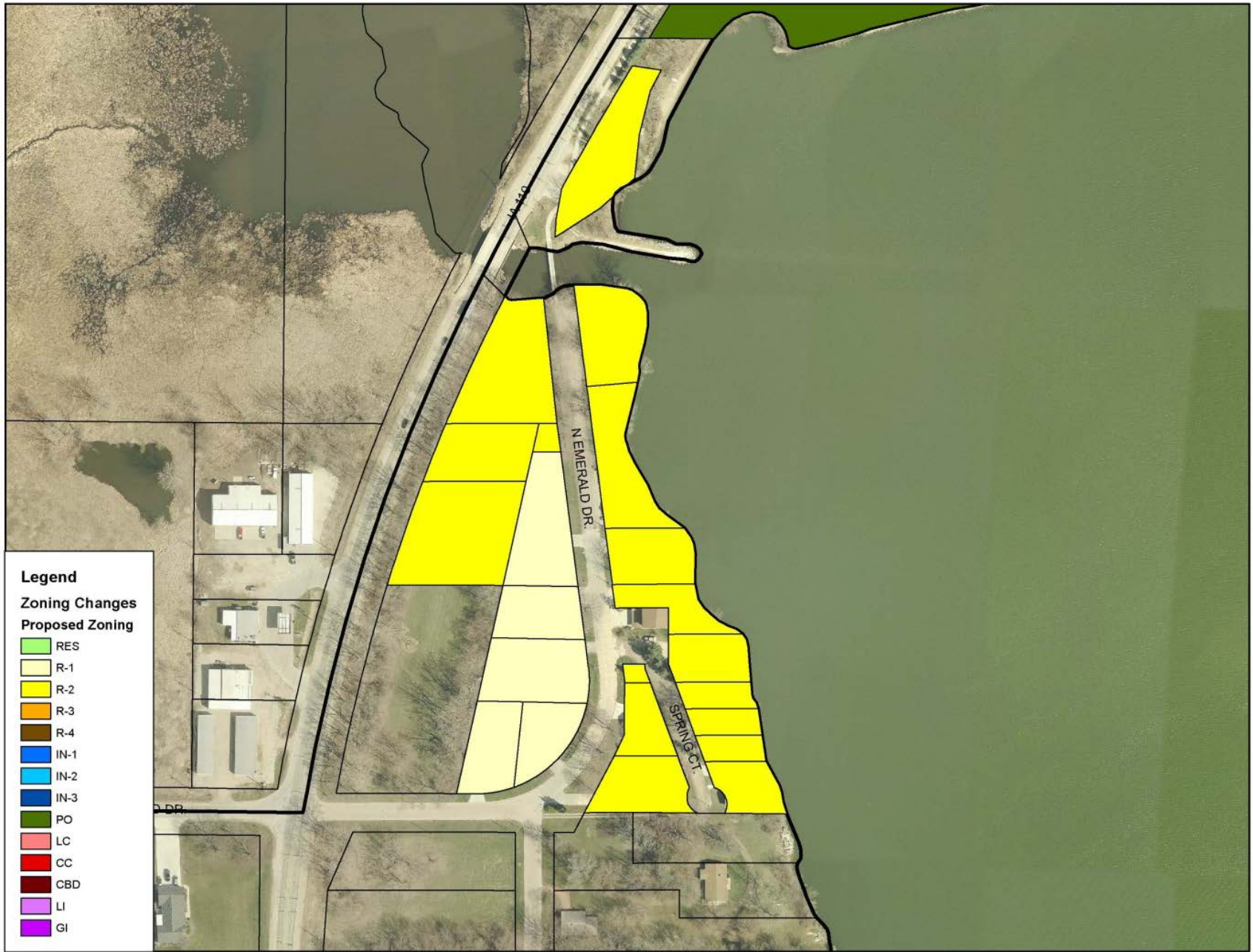
Residential Re-Zoning: Southeast



Residential Re-Zoning: North Hospital



Hwy 110 Zoning



New Proposed Zoning Map

Storm Lake Zoning Map



Updated: January 31, 2014



Legend

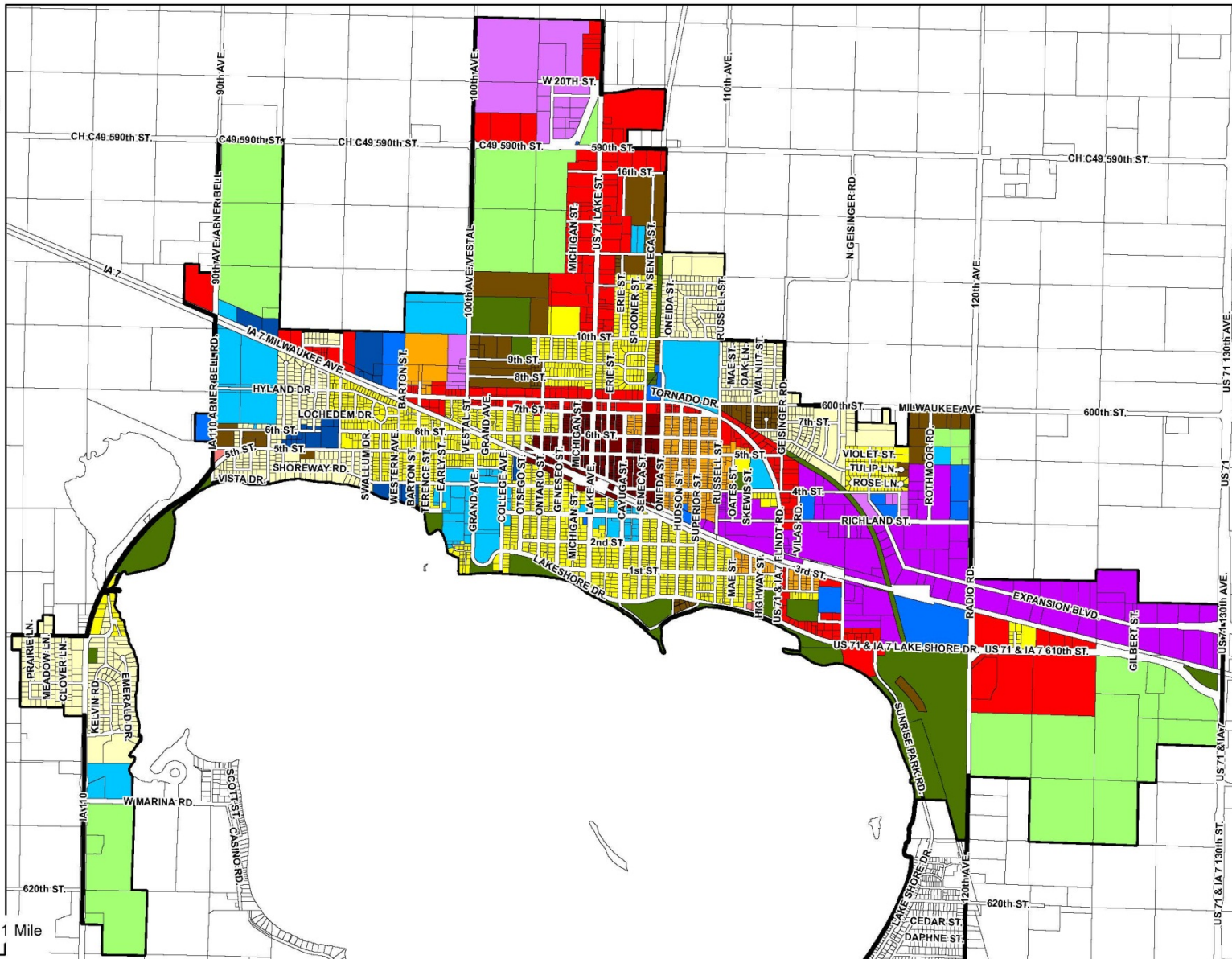
Zoning Changes

Zoning Districts

- RES: Reserve
- R-1: Low Density Residential
- R-2: Low-Medium Density Residential
- R-3: Medium Density Residential
- R-4: High Density Residential
- IN-1: Public Services
- IN-2: Institutional Facilities
- IN-3: Hospital Medical Facilities
- PO: Park, Recreation, and Open Space
- LC: Limited Commercial
- CC: Community Commercial
- CBD: Central Business District
- LI: Limited Industrial
- GI: General Industrial

City Limits

0 0.25 0.5 1 Mile



Still To Come

- P&Z Meeting February 10th
 - Hold another public hearing
 - Review revisions made to Zoning Map
 - Provide a recommendation to City Council
- CC Meeting February 17th
 - Hold public hearing
 - First of three readings of the new Ordinances

Staff Summary

2/3/2014

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion To Go Into Closed Session Reference Iowa Code Chapter 21.5 (j) To Discuss The Purchase Of Property**

BACKGROUND: The Iowa Code provides for discussion of a handful of topics, including the purchase of land, under a closed session, not open to the public, in cases where the discussion could be expected to increase the price the governmental body would have to pay for the property.

No decisions may be made in a Closed Session and so Council would be required to come back into open session to make any final decision. In the event it is anticipated that the Council would need action a separate agenda item would follow this item for that specific purpose.

FISCAL IMPACT: No fiscal impact is anticipated for the closed session item. Any fiscal impact would be related to an actual vote of the City Council which must occur in open session.

RECOMMENDATION: Move to go into Closed Session Reference Iowa Code Chapter 21.5 (j) - Roll Call Vote

Council will be required to go back into open session with a roll call vote upon the end of the closed session.