

August 18, 2014

To: Mayor Bemrich and City Council
From: David Fierke, City Manager
**Subject: Development Agreement
Crosstown Industrial Park**



ACTION: For Vote Monday, August 25, 2014

Brief History

Decker Investments owns approximately 120 acres of developable land north of 5th Avenue South and west of 42nd Street. They have proposed to develop the site into an Industrial Park. In order to access the lots, 1st Avenue South will need to be extended east to 42nd Street. The City has secured RISE grant funds in the amount of \$1,450,268 for the construction of the road. The 50% match obligation for these funds would be paid from funds received from the Jurisdictional Transfer of IA 926.

In addition, water, sanitary and storm sewer will need to be installed. The total project cost is estimated at \$5,095,835.

Analysis of Issue

The developer has requested TIF assistance in paying the costs of the public improvements required.

Budget Impact

The total incentive payments would not exceed \$1,087,000 or the aggregate interest on the improvement costs, whichever is lower. Payments would be made semiannually over a 10 year period, using 80% of the TIF generated from the project. If, at the end of 10 years, the TIF revenue has not met the total payment amount due to the developer, the payments would continue for up to an additional 10 years until the full obligation is paid.

Strategic Plan Impact

Policy C.1.6: City government shall be an active participant, facilitator and partner in the creation of large and small business and industrial development opportunities capitalizing upon the unique human and economic resources of the area.

Policy C.1.14: Appropriate opportunity sites for manufacturing and new technology enterprises shall be identified and protected through appropriate zoning. Such sites shall be based upon factors such as transportation access, availability of utilities, compatibility with nearby land uses, soil conditions, drainage, and other considerations.

Policy C.2.1: The important economic, tourism, and community image benefits of attractive major travel corridors through the area shall be recognized. Such entryway corridors shall receive priority attention for improved appearance and development standards, including landscaping, signage, tree preservation, underground utilities, streetlights, and sidewalks.

Policy D.4.2: Advanced planning for all infrastructure facilities shall be supported and routinely updated. Facilities benefited by advanced planning shall include, at minimum, schools, health care, residential areas, roads, water, sewer, storm water management, parks, recreation, and greenways.

Existing Plan Impact

Consistent with the City's Envision 2030 Plan.

Subcommittee or Commission Review / Recommendation

None

Staff Conclusions / Recommendations

Staff recommends approval of the attached Development Agreement with Decker Investments.

Alternatives

The only alternative would be to not approve the agreement, which would prohibit the City from providing TIF incentives. This action could potentially delay, minimize or end the project.

Implementation and Accountability

If approved, staff will execute the agreement and oversee the compliance with the terms of the agreement.

Signed



Vickie Reeck
Community Development Manager

Approved

David R. Fierke, City Manager

RESOLUTION _____

Resolution Approving Development Agreement with Decker Investments, Inc.,
Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain
Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Fort Dodge, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Center City and Industrial Park Urban Renewal Areas (the “Urban Renewal Areas”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Areas pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Areas; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and Decker Investments, Inc. (the “Developer”) has been prepared in connection with undertaking the development of new commercial and industrial lots situated on certain real property in the Urban Renewal Areas, including the installation of certain public infrastructure improvements (the “Decker Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Developer in a total amount not exceeding \$1,087,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on August 11, 2014, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Fort Dodge, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Decker Project will add diversity and generate new opportunities for the Fort Dodge and Iowa economies;

(b) The Decker Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed financial incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Developer.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Decker Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

Certain real property situated in the City of Fort Dodge, County of Webster, State of Iowa legally described as follows:

THAT PART OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 28 WEST OF THE 5TH P.M., IN THE CITY OF FORT DODGE, WEBSTER COUNTY, IOWA DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22; THENCE ON AN ASSUMED BEARING OF N89°34'28"W, ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 22, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°04'12"E, ALONG A LINE PARALLEL WITH AND 50.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 2,591.70 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE N89°40'40"W, ALONG A LINE PARALLEL WITH AND 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 922.40 FEET; THENCE N00°18'40"W, 610.00 FEET; THENCE N89°40'40"W, 1,406.77 FEET; THENCE S00°17'46"E, 24.75 FEET; THENCE N89°40'40"W, 264.00 FEET TO THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 22; THENCE S00°17'46"E, ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 22, A DISTANCE OF 168.82 FEET; THENCE N89°38'44"W, 33.00 FEET TO A LINE PARALLEL WITH AND 33.00 FEET WEST OF SAID NORTH-SOUTH QUARTER LINE; THENCE N00°17'46"W, ALONG A LINE PARALLEL WITH AND 33.00 FEET WEST OF SAID NORTH-SOUTH QUARTER LINE, 170.89 FEET; THENCE N89°38'44"W, 532.04 FEET; THENCE S00°01'59"E, 170.88 FEET; THENCE N89°38'44"W, 750.40 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER

OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE N00°12'38"W, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 857.44 FEET TO THE NORTHWEST CORNER THEREOF; THENCE N00°29'09"W, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1,324.31 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S89°34'28"E, ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 22, A DISTANCE OF 3,922.96 FEET TO THE POINT OF BEGINNING CONTAINING 8,507,771 SQUARE FEET OR 195.31 ACRES, MORE OR LESS.

Section 5. The City hereby pledges to the payment of the Agreement the Decker Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Decker Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Webster County to evidence the continuing pledging of Decker Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 25th day of August, 2014.

Ayes: _____

Nays: _____

Other: _____

CITY OF FORT DODGE, IOWA

Matt Bemrich, Mayor

Attest:

Jeff Nemmers, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Fort Dodge, Iowa (the “City”) and Decker Investments, Inc. (the “Developer”) as of the ___ day of _____, 2014 (the “Commencement Date”).

WHEREAS, the City has established the Center City and Industrial Park Urban Renewal Areas (the “Urban Renewal Areas”), and has adopted a tax increment ordinance for the Urban Renewal Areas; and

WHEREAS, the Developer owns certain real property which is situated in the City and lies within the Urban Renewal Areas and is more specifically described on Exhibit A hereto (the “Property”), and the Developer has undertaken the development of new commercial and industrial lots thereon; and

WHEREAS, in order to promote the highest and best use of the Property, the City will cause certain public infrastructure improvements (the “Public Improvements Project”) to be constructed on the Property, and the Developer will reimburse the City for a portion of the costs of the Public Improvements; and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Developer in defraying the costs incurred by the Developer in connection with the Public Improvements Project; and

WHEREAS, the base valuation of the Property for purposes of Section 403.19 of the Code of Iowa is \$_____ (the “Base Valuation”); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. City’s Obligations

1. Design and Construction of Public Improvements Project. The City agrees to cause the Public Improvements Project to be designed by a licensed, independent civil engineer (the “Project Engineer”). Prior to constructing the Public Improvements Project, the City will submit copies of the plans, specifications, estimate of cost and form of contract prepared by the Project Engineer (collectively, the “Plans and Specifications”) related to the proposed Public Improvements Project to the Developer for approval by November 24, 2014. Once the Plans and Specifications have been approved by the City and the Developer, such Plans and Specifications should be inserted into Exhibit B of this Agreement.

Upon receipt of written approval of the Plans and Specifications by the Developer, and in accordance with Chapter 26 of the Code of Iowa, the City agrees to receive bids for the construction of the Public Improvements Project. Prior to accepting a bid and entering into a construction contract for the Public Improvements Project, the City shall submit an electronic bid

tabulation prepared by the Project Engineer to the Developer for review and approval of award of construction contract to the designated low bidder for the construction of the Public Improvements Project. The City shall submit the bid tabulation to the Developer on the same day it is received by the Project Engineer. Upon receipt of the Developer's approval, the City agrees to enter into the construction contract and proceed with the construction of the Public Improvements Project.

The City agrees to cause the construction of the Public Improvements Project in accordance with the timeline and Plans and Specifications set forth on Exhibit B hereto.

2. Payments of Costs of Public Improvements Project. The City has received a RISE Grant in the amount of \$1,450,000 for the payment of certain eligible costs (the "RISE Eligible Costs") of the Public Improvements Project as set forth on Exhibit C hereto. In order to receive the proceeds of the RISE Grant, the City must satisfy a local match requirement by applying other available proceeds of City in the amount of \$1,450,000 (the "Local Match Proceeds") to the Public Improvements Project. Accordingly, the City agrees to apply the proceeds of the RISE Grant and the Local Match Proceeds to the payment of the costs of the RISE Eligible Costs.

To the extent that the City incurs costs (the "Non-RISE Eligible Costs") of the Public Improvements Project that are not RISE Eligible Costs, the City will submit documentation to the satisfaction of the Developer that such Non-Rise Eligible Costs have been incurred and request reimbursement from the Developer for the payment of such Non-Rise Eligible Costs.

Each request for reimbursement ("City Reimbursement Request") of the Non-RISE Eligible Costs made by the City under this Section will be accompanied by invoices, and such other documentation as is reasonably requested by the Developer, confirming that the costs detailed in such documentation were in fact Non-Rise Eligible Costs incurred in the installation of the Public Improvements Project and that such costs are of an amount reasonably to have been expected with respect to such installation.

3. Payments to the Developer. In recognition of the Developer's obligations set out above, the City agrees to make forty (40) semiannual economic development tax increment payments (the "Payments") to the Developer during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the "Maximum Aggregate Payments") shall not exceed the lesser of (i) 1,087,000, or (ii) the aggregate amount of interest to be incurred by the Developer in financing the Non-Rise Eligible Costs as set forth on Exhibit D hereto, and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Webster County Treasurer attributable to the taxable valuation of the Property.

Each Payment shall not exceed an amount which represents 80% (the "Annual Percentage") of the Incremental Property Tax Revenues available to the City with respect to the Property during the six (6) months immediately preceding each Payment date.

It is assumed that the new valuation from the Project will go on the tax rolls as of January 1, 2016. Accordingly, the Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2017 and continuing to, and including, June 1, 2037, or until such earlier date upon which total Payments equal to the Maximum Aggregate Payments have been made.

4. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section B.6 below, provided however that no Payment shall be made under this Agreement after June 1, 2037.

5. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2019 and on June 1, 2020, the aggregate amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2018), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the City from the Webster County Treasurer attributable to the taxable valuation of the Property.

6. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Webster County Auditor an amount equal to the most recently obligated Appropriated Amount.

B. Developer's Covenants

1. Development of Property. The Developer agrees to use its best efforts to promote the development of industrial and commercial lots on the Property.

2. Approval of Plan and Specifications and Construction Contract. The Developer agrees to review and approve or request changes to the Plan and Specifications within fourteen (14) days of receipt thereof by the City. Further, the Developer agrees to review and approve the award of the construction contract within fourteen (14) days of receipt of the bid tabulation by the City.

3. Payment of Costs of Public Improvements Project. The Developer agrees to cover the costs of the Non-Rise Eligible Costs as set forth on Exhibit C hereto. Upon receipt

from the Developer of a City Reimbursement Request, the Developer agrees to reimburse the City for the amount reflected on such City Reimbursement Request within thirty (30) days of the date thereof.

The Developer agrees to secure financing for the payment of the Non-Rise Eligible Costs by December 31, 2014. Once the Developer enters into a credit facility for the financing of the Non-Rise Eligible Costs, a repayment schedule for such credit facility should be inserted into this Agreement as Exhibit D. The repayment schedule should reflect the total interest incurred by the Developer under such credit facility.

4. Property Taxes. The Developer agrees to cause timely payment of all property taxes as they come due with respect to the Property throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment.

5. Property Use Certifications. The Developer agrees to submit documentation to the satisfaction of the City by no later than October 15 during the Term, as hereinafter defined, commencing October 15, 2016, demonstrating the current tenants on the Property and how the Property is being used by such tenants.

6. Property Tax Payment Certifications. Furthermore, the Developer agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2016, an amount (the "Developer's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage (as hereinafter defined). In determining such Developer's Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit E. The City reserves the right to review and request revisions to each such Developer's Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district instructional support and physical plant and equipment levies and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

Upon request, the City staff shall provide reasonable assistance to the Developer in formulating the annual estimates required under this Section A.5.

7. Legal and Administrative Fees. The Developer hereby agrees to cover the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite amendment to the urban renewal plan, up to an amount not in excess of \$4,500. The Developer agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Developer evidencing such costs.

8. Contingency of Agreement. The Developer hereby acknowledges that the performance by the City of the obligations set forth under Section B of this Agreement shall be contingent upon the approval by the Iowa Department of Transportation (the "IDOT") of (i) the

Highway 926 jurisdictional transfer now proposed by the City; and (ii) the corresponding payment of funds in an amount not less than \$9,000,000 in connection with such transfer. To the extent that IDOT offers the payment of funds to the City in an amount equal to or greater than \$9,000,000 and the City refuses to move forward with the jurisdictional transfer and to take the offered funds, then the City will be responsible for paying all engineering fees owed to the Project Engineer.

9. East Lawn Acres Pump Station. The City agrees to relocate the East Lawn Acres pump station at the City's expense to accommodate the development and other citywide sewer issues.

10. Remedy. The Developer hereby acknowledges that failure to comply with the requirements of this Section B, will result in the City having the right to withhold Payments under Section A of this Agreement at its sole discretion, until such time as the Developer has demonstrated, to the satisfaction of the City, that it has cured such non-compliance.

C. Administrative Provisions

1. Approval of Construction Contract. The parties (the "Parties") to this Agreement have the option to terminate this Agreement if the low bid for the Public Improvements Project is unacceptable to either party. If one of the Parties desires to terminate this Agreement under this provision, that party must issue notice of termination (a "Termination Notice") within fourteen (14) days of receipt of the bid tabulation prepared by the Project Engineer. Upon the issuance of a Termination Notice by one of the Parties, the Parties agree to negotiate a new agreement in good faith within thirty (30) days of the issuance of such Termination Notice. If the Parties are unable to negotiate a new agreement, the Parties agree to equally share in the costs incurred for the Public Improvements Project prior to the date of issuance of a Termination Notice.

2. Amendment and Assignment. This Agreement may not be amended or assigned by either party without the written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

3. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

4. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2037 or on such earlier date upon which the aggregate sum of Payments made to the Developer equals the Maximum Aggregate Payments.

5. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF FORT DODGE, IOWA

By: _____
Matt Bemrich, Mayor

Attest:

Jeff Nemmers, City Clerk

DECKER INVESTMENT, INC.

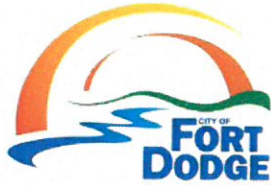
By: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 89 NORTH, RANGE
28 WEST OF THE 5TH P.M., IN THE CITY OF FORT DODGE, WEBSTER COUNTY, IOWA
DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22; THENCE ON AN
ASSUMED BEARING OF N89°34'28"W, ALONG THE EAST-WEST QUARTER LINE OF SAID
SECTION 22, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°04'12"E,
ALONG A LINE PARALLEL WITH AND 50.00 FEET WEST OF THE EAST LINE OF THE
SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 2,591.70 FEET TO ITS
INTERSECTION WITH A LINE PARALLEL WITH AND 50.00 FEET NORTH OF THE SOUTH LINE
OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE N89°40'40"W, ALONG A LINE
PARALLEL WITH AND 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST
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FEET; THENCE N89°40'40"W, 1,406.77 FEET; THENCE S00°17'46"E, 24.75 FEET; THENCE
N89°40'40"W, 264.00 FEET TO THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 22;
THENCE S00°17'46"E, ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 22, A
DISTANCE OF 168.82 FEET; THENCE N89°38'44"W, 33.00 FEET TO A LINE PARALLEL WITH
AND 33.00 FEET WEST OF SAID NORTH-SOUTH QUARTER LINE; THENCE N00°17'46"W,
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FEET; THENCE N89°38'44"W, 750.40 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER
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22, A DISTANCE OF 857.44 FEET TO THE NORTHWEST CORNER THEREOF; THENCE
N00°29'09"W, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST
QUARTER OF SAID SECTION 22, A DISTANCE OF 1,324.31 FEET TO THE NORTHWEST CORNER
THEREOF; THENCE S89°34'28"E, ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION
22, A DISTANCE OF 3,922.96 FEET TO THE POINT OF BEGINNING CONTAINING 8,507,771
SQUARE FEET OR 195.31 ACRES, MORE OR LESS.

EXHIBIT B
TIMELINE AND PLANS AND SPECIFICATIONS FOR
PUBLIC IMPROVEMENTS PROJECT



**Project Milestone Schedule
Fort Dodge RISE Project
Crosstown Business Park
Fort Dodge, Iowa
MEC # 2614016**



Legend:

Right-of-Way Acquisition Items

Preliminary Plat, Final Plat, Rezoning Items

Assessment and Project Bidding Items

Project Schedule:

Internal Project Kickoff Meeting	Done
Client Kickoff Meeting	Done
Topo Survey Complete	July 25, 2014
Project Walk Through with City	Not Needed
Preliminary Design 50%	August 22, 2014
QA/QC Meeting	August 29, 2014
Client Progress Meeting	September 8-12, 2014
Submit Right-of-Way Plats to City of Fort Dodge	September 8-2014
Submit Petition for Rezoning to City	September 8, 2014
Preliminary Design 85%	October 3, 2014
QA/QC Meeting	October 6-10, 2014
Client Progress Meeting	October 13-17, 2014
Council Approve Preliminary Resolution for Construction	October 13, 2014
Council Set Date for Public Hearing on Rezoning	October 13, 2014
Preliminary Design 95%	October 24, 2014
QA/QC Meeting	October 27-31, 2014

Council Approve Resolution Fixing Values Resolution Adopting Plat and Schedule Resolution of Necessity Set Date for Public Hearing Resolution of Necessity	October 27, 2014
Council Hold Public Hearing on Rezoning	October 27, 2014
Client Progress Meeting	November 3-7, 2014
Final Design	November 14, 2014
QA/QC Meeting	November 17-21, 2014
Plans and Specifications Submittal to City	November 24, 2014
Preliminary and Final Plat Submittal to City	November 24, 2014
Public Hearing Resolution of Necessity	November 24, 2014
Council to set a date for Public Hearing and Letting and Authorize Clerk to Publish Notice of Hearing & Letting	November 24, 2014
Council Consider Second Reading on Rezoning	November 24, 2014
Plans and Specifications Available to Contractors	November 25, 2014
Pre-Bid Meeting for Contractors	Need Date
Publish Notice of Public Hearing and Letting (Not less than 4, not more than 45 days before bid) (Not less than 4, not more than 20 days before hearing)	December 23, 2014 to January 2, 2015
Right-of-Way Acquisition Complete	January 8, 2015
Receive Bids at City Hall, 10:00 am	January 8, 2015
Council Consider Third and Final Reading on Rezoning	January 12, 2015
Hold Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost	January 12, 2015
Present Bids to Council & Award Contract	January 12, 2015
Planning and Zoning Approve Preliminary and Final Plat	January 13, 2015
Council to Approve Contracts Contingent on Attorney Review	January 26, 2015
Council Approve Preliminary and Final Plat	February 9, 2015
Issue Notice to Proceed	February 10, 2015
Hold Preconstruction Conference	TBD
Construction Late Start Date	TBD
Construction Completion Date	TBD

EXHIBIT C
RISE AND NON-RISE ELIGIBLE COSTS

Fort Dodge RISE Project Preliminary Opinion of Probable Cost Fort Dodge, Iowa

Exhibit B - Updated 7-1-2014

Item No.	Item Code	Item	Unit	Unit Cost	Quantity	Total Cost	RISE Eligible		NOT RISE Eligible		Future RISE Eligible		Future NOT RISE Eligible	
							Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
SECTION 1000 - GENERAL														
1.1	1000-100-X-0	TRAFFIC CONTROL	LS	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00	0.4	\$ 4,000.00	0.1	\$ 6,000.00	0.1	\$ 6,000.00
1.2	1000-105-D-0	MOBILIZATION	LS	\$ 60,000.00	1	\$ 60,000.00	0.4	\$ 24,000.00	0.4	\$ 24,000.00	0.1	\$ 6,000.00	0.1	\$ 6,000.00
					TOTAL	\$ 70,000.00		\$ 34,000.00		\$ 24,000.00		\$ 6,000.00		\$ 6,000.00
SECTION 2000 - EARTHWORK														
2.1	2010-108-D-1	TOPSOIL, ON-SITE STRIP, STOCKPILE, RESPIREAD	CY	\$ 5.00	40000	\$ 200,000.00	15000	\$ 75,000.00	15000	\$ 75,000.00	5000	\$ 25,000.00	5000	\$ 25,000.00
2.2	2010-108-E-0	EXCAVATION, CLASS 10	CY	\$ 4.00	140000	\$ 560,000.00	35000	\$ 140,000.00	45000	\$ 180,000.00	20000	\$ 80,000.00	40000	\$ 160,000.00
2.3	2010-108-G-0	SUBGRADE PREPARATION	SY	\$ 3.00	40700	\$ 122,100.00	31200	\$ 93,600.00	1650	\$ 4,950.00	7850	\$ 23,550.00		
2.4	2010-108-L-0	COMPACTION TESTING	LS	\$ 12,000.00	1	\$ 12,000.00	0.7	\$ 8,400.00	0.1	\$ 1,200.00	0.2	\$ 2,400.00		
2.5	2010-108-H-0	MODIFIED SUBBASE 6"	SY	\$ 7.00	40700	\$ 284,900.00	31200	\$ 218,400.00	1650	\$ 11,550.00	7850	\$ 54,950.00		
					TOTAL	\$ 1,179,000.00		\$ 535,400.00		\$ 272,700.00		\$ 185,900.00		\$ 185,900.00
SECTION 3000 - TRENCH AND TRENCHLESS CONSTRUCTION														
3.1	3010-108-F-0	TRENCH COMPACTION TESTING	LS	\$ 25,000.00	1	\$ 25,000.00	0.4	\$ 10,000.00	0.4	\$ 10,000.00		\$ -	0.2	\$ 5,000.00
					TOTAL	\$ 25,000.00		\$ 10,000.00		\$ 10,000.00		\$ -		\$ 5,000.00
SECTION 4000 - SEWERS AND DRAINS														
4.1	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	\$ 45.00	2800	\$ 126,000.00		\$ -	920	\$ 41,400.00		\$ -	1600	\$ 72,000.00
4.2	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 15 IN. DIA.	LF	\$ 60.00	3900	\$ 234,000.00		\$ -	3900	\$ 234,000.00		\$ -		\$ -
4.3	4010-108-X-X	DIRECTIONAL BORE SANITARY SEWER FORCE MAIN	LF	\$ 100.00	200	\$ 20,000.00		\$ -	3900	\$ 390,000.00		\$ -	200	\$ 20,000.00
4.4	4010-108-C-1	SANITARY SEWER FORCE MAIN, FITTINGS	EA	\$ 600.00	3	\$ 1,800.00		\$ -		\$ -		\$ -	3	\$ 1,800.00
4.5	4010-108-C-2	SANITARY SEWER SERVICE, 6-IN PVC	EA	\$ 2,500.00	20	\$ 50,000.00		\$ -		\$ -		\$ -	6	\$ 15,000.00
4.6	4020-108-B-3	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	\$ 45.00	270	\$ 12,150.00	270	\$ 12,150.00	14	\$ 630.00		\$ -		\$ -
4.7	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	\$ 50.00	2806	\$ 140,300.00	2806	\$ 140,300.00		\$ -		\$ -		\$ -
4.8	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	\$ 85.00	950	\$ 80,750.00	650	\$ 55,250.00		\$ -		\$ -		\$ -
4.9	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 30 IN. DIA.	LF	\$ 110.00	350	\$ 38,500.00	150	\$ 16,500.00		\$ -		\$ -		\$ -
4.10	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	\$ 2,000.00	3	\$ 6,000.00		\$ -		\$ -		\$ -		\$ -
4.11	4030-108-A-1	RCP FLARED END SECTION, 24 IN. DIA.	EA	\$ 2,500.00	1	\$ 2,500.00	1	\$ 2,500.00		\$ -		\$ -		\$ -
4.12	4030-108-A-1	RCP FLARED END SECTION, 30 IN. DIA.	EA	\$ 250.00	7500	\$ 1,875,000.00	5900	\$ 1,475,000.00		\$ -		\$ -		\$ -
4.13	4040-108-A-0	SUBDRAIN PVC 8 IN.	EA	\$ 25.00	17	\$ 425.00	13	\$ 325.00		\$ -		\$ -		\$ -
4.14	4040-108-C-0	SUBDRAIN CLEANOUT, PVC, 6 IN.	EA	\$ 500.00	17	\$ 8,500.00	13	\$ 6,500.00		\$ -		\$ -		\$ -
4.15	4040-108-D-0	SUBDRAIN OUTLET	EA	\$ 500.00	17	\$ 8,500.00	13	\$ 6,500.00		\$ -		\$ -		\$ -
					TOTAL	\$ 927,750.00		\$ 288,450.00		\$ 466,400.00		\$ 60,500.00		\$ 108,800.00
SECTION 5000 - WATER MAINS AND APPURTENANCES														
5.1	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	\$ 30.00	1750	\$ 52,500.00		\$ -	200	\$ 6,000.00		\$ -	1550	\$ 46,500.00
5.2	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 12 IN. DIA.	LF	\$ 40.00	5800	\$ 232,000.00		\$ -	5800	\$ 232,000.00		\$ -		\$ -
5.3	5020-108-A-0	WATER MAIN SERVICE, TRENCHED, PVC 6 IN. DIA.	EA	\$ 3,500.00	20	\$ 70,000.00		\$ -		\$ -		\$ -	6	\$ 21,000.00
5.4	5020-108-A-1	VALVE, GATE, 8 IN. DIA.	EA	\$ 1,200.00	8	\$ 9,600.00		\$ -		\$ -		\$ -	6	\$ 7,200.00
5.5	5020-108-A-0	VALVE, GATE, 12 IN. DIA.	EA	\$ 2,500.00	14	\$ 35,000.00		\$ -		\$ -		\$ -		\$ -
5.6	5020-108-B-0	TAPPING VALVE ASSEMBLY, 12 IN. DIA.	EA	\$ 7,500.00	1	\$ 7,500.00		\$ -		\$ -		\$ -		\$ -
5.7	5020-108-B-0	FIRE HYDRANT ASSEMBLY	EA	\$ 4,000.00	24	\$ 96,000.00		\$ -		\$ -		\$ -	4	\$ 16,000.00
5.8	5020-108-C-0	12 IN. X 12 IN. TEE	EA	\$ 500.00	1	\$ 500.00		\$ -		\$ -		\$ -		\$ -
5.9	5020-108-D-0		EA	\$ 500.00	1	\$ 500.00		\$ -		\$ -		\$ -		\$ -
					TOTAL	\$ 495,100.00		\$ 404,400.00		\$ 404,400.00		\$ 60,500.00		\$ 90,700.00
SECTION 6000 - STRUCTURES FOR SANITARY AND STORM SEWERS														
6.1	6010-108-A-0	MANHOLE TYPE SW-301, 48 IN. DIA.	EA	\$ 4,000.00	22	\$ 88,000.00		\$ -	10	\$ 40,000.00		\$ -	6	\$ 24,000.00
6.2	6010-108-A-0	MANHOLE TYPE SW-401, 48 IN. DIA.	EA	\$ 3,000.00	1	\$ 3,000.00	1	\$ 3,000.00		\$ -		\$ -		\$ -
6.3	6010-108-B-0	INTAKE TYPE SW-501	EA	\$ 2,500.00	14	\$ 35,000.00	10	\$ 25,000.00		\$ -		\$ -	3	\$ 7,500.00
6.4	6010-108-G-0	INTAKE TYPE SW-503	EA	\$ 4,000.00	14	\$ 56,000.00	10	\$ 40,000.00		\$ -		\$ -	3	\$ 12,000.00
					TOTAL	\$ 182,000.00		\$ 68,000.00		\$ 70,500.00		\$ 19,500.00		\$ 24,000.00

EXHIBIT D
REPAYMENT SCHEDULE FOR DEVELOPER'S CREDIT FACILITY

EXHIBIT E
ANNUAL TIF WORKSHEET
DEVELOPER'S ESTIMATE

- (1) Date of Preparation: October _____, 20____.
- (2) Assessed Valuation of Property as of January 1, 20____:
\$_____.
- (3) Base Valuation of Property:
\$_____.
- (4) Incremental Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000
- (7) Estimate = \$_____ x .80 = \$_____