



City Council Regular Business Meeting Agenda
Thursday, November 17, 2016, 6:00 p.m.
City Hall – 705 North Avenue

COUNCIL MEETINGS
City Hall
Council Chambers
1st and 3rd
Thursdays at
6:00 P.M.

Tom Phillips
Mayor

Council Members:
Erika Isley
Ed Kuhl
David Lester
Jaki Livingston
Stephanie Riva

Luke Nelson
City Manager

Jean Furler
Finance Director

Jodi Eddleman
City Clerk

Ryan Coburn
Fire Chief

Greg Staples
Police Chief

Tim Hoskins
Public Works Director

Nancy Kuehl
Parks & Recreation
Director

Vacant
Planning and Economic
Development Director

Holly Sealine
Library Director

Jim Dougherty
City Attorney

1. Call to order.
2. Approval of agenda.
3. Presentations
4. Welcome of guests and public comment.
(3 minute limit, no action)
5. Approve minutes
November 3, 2016 regular city council meeting
6. Consent agenda –
 - a) Expenditures
 - b) Tax abatements
 - c) Liquor license renewal Burke Golf Warrior Run – LC0040479
 - d) Resolution approving annual financial report for FY 16.
 - e) Resolution approving the urban renewal report for FY 16.
 - f) Resolution approving the annual TIF certification for FY 17-18.
 - g) Resolution approving the truck purchase.
 - h) Resolution to dispose of lawn mower.
 - i) Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Road Contractors, Inc., Including Annual Appropriation Tax Increment Payments in an Amount not to Exceed \$2,300,000.
 - j) Resolution authorizing the use of a preliminary official statement of the sale of bonds \$7,200,000 GO Bonds Series 2017.
 - k) Resolution approving payment of development agreement (Market Place) to United Properties.
 - l) Receive and file monthly reports and treasurers report.
7. Public hearing on proposed amendment to the Norwalk Urban Renewal Area. – Luke Nelson
8. Resolution to declare necessity and establish an urban renewal area, pursuant to Section 403.4 of the Code of Iowa and approve urban renewal plan amendment for the Norwalk Urban Renewal Area.
 - a) An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Addition to the Norwalk Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa
9. Public hearing on proposed development agreement with K & F LLC – Luke Nelson
10. Resolution Approving Development Agreement with K & F LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
11. Consideration of a resolution for additional items at the Norwalk Aquatic Center Project. – Nancy Kuehl
12. Consideration of a resolution approving the contract and bond for the Norwalk Aquatic Center Project. – Nancy Kuehl
13. Council inquiries and staff updates

14. Closed session pursuant to Iowa Code Chapter 21.5 (1) (c) to discuss strategy with counsel in a matter that is presently in litigation where its disclosure would be likely to prejudice or disadvantage position of the city in that litigation.
15. Adjournment.

UNABRIDGED MINUTES OF THE NORWALK CITY COUNCIL MEETING ON 11-03-16

(Minutes to be approved at the November 17, 2016 meeting)

Mayor Phillips called the City Council meeting to order at 6:00 p.m. Present at roll call: Ed Kuhl, David Lester, Erika Isley and Stephanie Riva (RC = roll call vote)

Staff present included: Luke Nelson, City Manager; Jodi Eddleman, City Clerk; Jean Furler, Finance Director; Nancy Kuehl, Parks and Recreation Director; Holly Sealine, Library Director; Greg Staples, Police Chief; Tim Hoskins, Public Works Director; Ryan Coburn, Fire Chief and Jim Dougherty, City Attorney.

Item 16 on the agenda was amended for discussion only and the closed session was removed off of the agenda.

16-248 Motion by Kuhl, seconded by Isley to approve the agenda, carried unanimously by voice vote.

Jaki Livingston arrived at 6:02 p.m.

16-249 Motion by Lester; seconded by Riva to approve the minutes of the October 6th regular city council meeting with the change adding the motion to come back into open session, carried unanimously by voice vote.

Welcome of guests, there were none.

Consent included tax abatements; Resolution 1103-16-130 approving boiler replacement for the library; Resolution 1103-16-131 approving change order # 2 for \$3,150 for Beardsley Regional Stormwater Detention Facility Phase 2 (Elizabeth Holland Park); Resolution 1103-16-132 approving pay estimate #2 to CJ Moyna for \$484,382.96 Beardsley Regional Stormwater Detention Facility; Resolution 1103-16-133 approving plan renewal for health insurance; Resolution 1103-16-134 approving the job description for the Economic Development Director; Resolution 1103-16-135 setting a public hearing date for North Shore Development Agreement; Resolution 1103-16-136 setting a public hearing date on the proposed Economic Development Grant Agreement with K&F LLC; receive and file information for the Highway 28 and Wakonda Drive Signalization Project and expenditures.

AARON PELZER	OPEN GYM	120.00	IA DOT	SUPPLIES	612.78
ACME TOOLS	GENERATOR	999.00	IA ONE CALL	LOCATES	444.30
BEDWELL GARDENS	LAWN CARE	3,950.00	IA WINDOW	SERVICE	85.00
BOUND TREE MED	SUPPLIES	509.49	JODI EDDLEMAN	MILE REIMB	21.92
CALHOUN BURNS	50TH AV BRIDGE	6,389.16	MATHESON	SUPPLIES	556.40
CAPITAL SANITARY	SUPPLIES	516.74	MENARDS	MATERIALS DELIVERY	586.53
CAPPEL'S ACE	TOOLS	6.99	METROWASTE	GARBAGE SERVICE	28,616.28
CARPENTER	SUPPLIES	851.96	MIDWEST WHEEL	CABLE	106.26
CENTURYLINK	PHONE SERVICES	1,160.73	MUNICIPAL SUPPLY	SUPPLIES	317.00
CHARLES GABUS	2017 POLICE	22,075.00	NANCY KUEHL	SUPPLIES	60.18
CITY OF ALTOONA	BUCKET TRUCK	96.12	NWTC	MINUTES	165.95
CITY OF DES MOINES	NOVEMBER WRA	90,889.50	NORWALK RACERS	MONSTER DASH	350.00
CITY OF WDSM	CAD PAYMENT	18,771.11	NORWALK READY	NORWOOD/CASADY	212.50
CJ MOYNA & SONS	BEARDSLEY	484,382.96	OHALLORAN	2012 INTL REPAIR	5,479.85
CONSTRUCTION AG	SUPPLIES	25.00	RANKIN	PHONE INSTALL	746.37
CONTRACT SPEC	CHALK	533.00	SANDSTONE	ORCHARD VIEW	13,340.66
CONTROL	CARD PRINT	3,092.00	SHRED IT	SHREDDING SERVICE	101.19
CORELL RECYCLING	ASPHALT	107.08	SIMPLEX GRINNELL	INSPECTION	319.77
DES MOINES IRON	MATERIALS	275.07	SIRCHIE	DUST PRINT KIT	659.00
DSM WW	LAB FEES	290.00	SPRINGER	PEST CONTROL	68.00
DOWNEY TIRE	#36 TRUCK PW	462.87	STANDRIDGE GROUP	BUSINESS CARDS	352.00
ERIK FISHER	OPEN GYM	40.00	STOREY KENWORTHY	IRS DOCS	153.50

FAREWAY	CHARGE	173.01	TERMINEXT	PEST CONTROL	64.00
FASTENAL	PARTS	103.97	THE EMBLEM	PATCHES	374.85
FRANK ROTH	OPEN GYM	80.00	GRAPHIC EDGE	BASKETBALL SHIRTS	750.63
GOPHER SPORT	SUPPLIES	222.18	TOMPKINS	#48 GRADER	61.48
GREATER DSM	CONT	5,000.00	UNITYPOINT CLINIC	PHYSICALS	1,560.00
GRIMES ASPHALT	MATERIALS	1,343.84	UTILITY EQUIP.	MANHOLE PARTS	1,467.73
HD ON THE GO	VIDEO TRUCK	1,250.00	VK	ORCHARD VIEW	47,579.75
IMWCA	WORK COMP	11,589.00	VERIZON	CELLULAR SERVICE	2,233.95
INDOFF INC	OFFICE SUPPLIES	205.09	WAYNE DENNIS	FURNACE BELTS	51.91
INTL CODE COUNCIL	RENEWAL	135.00			

16-250 Motion by Isley; seconded by Livingston to approve the consent passed unanimously, RC.

Public hearing on Highway 28 and Wakonda Drive Signalization project.

Mayor Phillips opened the public hearing on the Highway 28 and Wakonda Drive signalization project at 6:04 p.m. Eddleman reported receiving no comments. Mayor Phillips closed the public hearing at 6:04 p.m.

Public hearing on the amendments to the City's Comprehensive Plan for the update to the Land Use Chapter, the SubArea One Master Plan, and the update to the Trails Section.

Mayor Phillips opened the public hearing on the amendments to the City's Comprehensive Plan for the update to the Land Use Chapter, the SubArea One Master Plan, and the update to the Trails Section at 6:04 p.m. Eddleman reported receiving no comments, Mayor Phillips reported having received a comment from Diligent Development Group and an email from Scott McMurray, Mayor Phillips then closed the public hearing at 6:05 p.m.

Scott McMurray asked that the October 10th planning and zoning minutes be added to the record.

Staff has worked with Confluence over the past year to develop multiple amendments to the Comprehensive Plan. The first amendment is an update to the City's Land Use Chapter. The second is a master plan for SubArea One that was funded through a grant from the Des Moines Area Metropolitan Planning Organization and was worked on in conjunction with the Land Use Chapter. Lastly, staff worked independently to develop updates to the Trails section of the plan. Chris Shires of Confluence addressed the council. Isley asked about the new definition of low density if that was possibly making the area more dense, Shires explained that districts were made a little more specific so that the uses could not be stacked, Luke Parris spoke and said that low density did not originally include any townhouse products, medium density included multi type family products and townhomes. The new map creates a new low density just for single family, medium density uses would be multifamily, townhomes and row house type products this would limit where multifamily products could be. Shires recommended that council take a look at the land use map to make sure that the areas are classified correctly. The big change in the high density is that they have changed the ability to build single family dwellings. High density allows apartments, townhomes; medium density allows townhomes and single family dwellings. Shires noted that chapter 5 was changed, setting some potential parameters on trees that are noninvasive and larger than six inches in parameter.

Shires explained that the plan is council's first starting point for the appropriate land use in the areas, and suggested that when there is a rezoning request that council look at the degree of change, the appropriate zoning categories, the land use categories and boundary lines between the definitions of density. The

plan gives council the teeth to determine what the right land use is however, the council needs to carefully consider the impact a substantial change could make. The land use plan in Subarea 1 is consistent with the land use plan citywide. The city has to know how to plan for infrastructure. Lester asked about the drainage ponds located on the map and if the developers understood that they would lose land. Isley commented that there are areas that look very dense, and asked if the developers understood that there would be connection fees.

Matt Brown, Diligent Development Group requested that the council delve into the details before making a decision.

Council consensus was to table adopting the amendments until the December 1, 2016 council meeting.

16-251 Motion by Kuhl; seconded by Livingston to move to table consideration of a resolution adopting the amendments to the City's Comprehensive Plan, passed unanimously, RC.

Public hearing on the proposal to enter into a General Obligation Corporate Purpose Loan Agreement

Mayor Phillips opened the public hearing on the proposal to enter into a General Obligation Corporate Purpose Loan Agreement at 7:35 p.m. Eddleman reported receiving no comments. Mayor Phillips closed the public hearing at 7:36 p.m.

16-252 Motion by Riva; seconded by Livingston to approve Resolution 1103-16-137 taking additional action on proposal to enter into a General Obligation corporate Purpose Loan Agreement, passed unanimously, RC.

Public hearing on the construction of certain public improvements described in general as the Norwalk Aquatic Center improvements for the City of Norwalk

Mayor Phillips opened the public hearing on the construction of certain public improvements described in general as the Norwalk Aquatic Center improvements for the City of Norwalk at 7:37 p.m. Eddleman reported receiving no comments. Mayor Phillips closed the public hearing at 7:37 p.m.

Nancy Kuehl explained the alternatives in the bid. Kuehl told council that there were some additional items that needed replaced, those items will be brought back to council at the November 17th council meeting.

16-253 Motion by Livingston; seconded by Riva to approve Resolution 1103-16-138 making award of the construction contract for the Aquatic Center Improvements Project, passed unanimously, RC.

Council discussion and consideration of a resolution adopting financial policies.

Jean gave an update on financial policies, council amended general policies 1.) To say the balance should be 30% (rather than 25%) of general fund appropriations for the succeeding fiscal year.

16-254 Motion by Riva; seconded by Livingston to approve the City of Norwalk Financial Policies by amending general policies item 1.), passed unanimously, RC.

Consideration of a resolution reducing speed limit on E 27th Street.

Consideration of a resolution regarding weight restriction on E 27th Street.

East 27th Street consists of a segment of road from North Avenue to Carpenter Street, currently with a 45 mile per hour speed limit. There is currently no weight limit on the road, however, the Warren County Engineer has notified Public Works of the intent to reduce the speed limit on the county's segment to 35 miles per hour as well as place a weight restriction of 10 tons. The County Engineer would like the City to follow suit. Hoskins stated that the asphalt on the road is very thin and the subgrade underneath is questionable. There is a steady increase in construction as well as residential traffic.

Council requested that the City appeal to the county on the weight restriction and directed staff to return with an ordinance changing the speed limit from 45 mph to 35 mph.

Mayor Phillips requested a motion on a resolution regarding weight restriction on E 27th Street, hearing none, the motion failed.

Request from Diligent Warrior Run LLC to approve the preliminary plat of the Warrior Run Estate Plat 2.

16-255 Motion by Riva; seconded by Livingston to approve the preliminary plat of Warrior Run Estates Plat 2, passed unanimously, RC.

Request from Hubbell Properties to approve the site plan for Edencrest at the Legacy.

16-256 Motion by Kuhl; seconded by Livingston to approve Resolution 1103-16-141 approving the site plan for Edencrest at the Legacy, passed unanimously, RC.

Council inquiries and staff updates

Luke Nelson reminded council to have their goal setting questionnaires returned by November 9th.

Jodi reminded department directors to have their items for the November 17th council meeting in by November 9th.

Jean is putting a rough outline of the budget schedule together.

Tim reported that a final bridge walkthrough was done and there are a few items to be addressed by contractors the trail project is almost complete and Beardsley Holland park is progressing well.

Jaki Livingston mentioned the blue light movement and asked staff to post information on the city's website.

16-257 Motion by Livingston; seconded by Riva to adjourn the meeting at 8:28 p.m., carried unanimously by voice vote.

Tom Phillips, Mayor

Attest:

Jodi Eddleman, City Clerk

REGULAR NORWALK PLANNING AND ZONING MEETING 10-10-2016

Call to order

The Regular Meeting of the Norwalk Planning and Zoning Commission was held at the Norwalk City Hall, 705 North Avenue, Monday, October 10, 2016. The meeting was called to order at 5:45 p.m. by Chairperson Judy McConnell. Those present at roll call were, John Fraser, Elizabeth Thompson, Brandon Foldes, Jim Huse and Judy McConnell. Absent: Grant.

Present was City Council liaison Stephanie Riva.

Staff present included: Luke Parris, City Planner and Shelley Stravers, Development Services Assistant.

Approval of Agenda – 16-60

Motion by Foldes and seconded by Fraser to approve the agenda as presented. Approved 5-0.

Approval of Minutes – 16-61

Motion by Thompson and seconded by Foldes to approve the minutes from the September 12, 2016 meeting. Approved 5-0.

Chairperson McConnell welcomed guests present. With no one wishing to speak, the business portion of the meeting was opened.

New Business

Public Hearing and consideration of an amendment to the City's Comprehensive Plan for the update to the Land Use Chapter – 16-62

Parris report in 2015 the City received numerous rezoning requests. The staff reviews of those rezoning requests included confirming conformance with the City's Future Land Use Plan, which is a chapter of the City's Comprehensive Plan. At the time, staff found that the requests were in conformance with the Future Land Use Plans, though questions were raised whether the plan accurately reflected the goals of the City.

Those concerns lead the City to contract with Confluence and Chris Shires to update the Land Use chapter of the Comprehensive Plan focused primarily on the Future Land Use component. Work began on the update in January of 2016 and over ten months several public meetings were held and a final draft was developed.

The update revises several of the City's land use categories to provide clarification on the differences between the different densities of residential uses. The update also looks at the City's subareas, which are special development districts. A new subarea was added along the 50th Avenue corridor as a second potential entry into the community with the City of West Des Moines' Veteran's Parkway project proceeding. The update provides several new policies to guide the development of the community, which includes a focus on new urbanism concepts.

Mr. Shires explained the notable changes are:

- Increased amount of low density residential
- New very low density residential category
- Decrease in high density residential and medium density residential
- New agricultural reserve category
- Sub Areas 2 and 3 as residential commercial flex
- Sub Area 2 shifted west

The public hearing was opened at 5:56 p.m.

Scott McMurray, United Properties, 4521 Fleur Drive, Des Moines asked the Commission if this is just going to be a guide, or will this be zoning that is set in stone? He would like to think that the owner of the land would be able to come and request a land use change on a parcel. Parris responded that this will be a guide for the City to use for the rezoning requests. The City needs some type of a legal plan guiding growth. If a request is made for rezoning, City officials have two options, to say no if it doesn't match the Future Land Use Plan, or the plan can be revised which would include a comp plan amendment and then a rezoning.

McMurray understands that all cities have a Future Land Use Plan, but most take into consideration good projects brought forth. He just wants the Commission to understand there are a lot of large land owners in the City limits and they may not understand the City telling them how they can or can't use their land. McMurray would like to see the City stay flexible. He doesn't see much on the plan for high density where a good apartment project could be considered.

Foldes expressed his concern for the reduction in medium and high density. He is concerned that Norwalk will become a single family suburban community and miss out on some of the other projects that can be quality projects even though they are a higher density.

Shires explained that there is flexibility and that this document will be changed over and over again. It might be reviewed on an annual basis to evaluate goals and make sure they are still being met with this document. This is a tool that the City can use to help plan for future infrastructure. Land use, sewer use and road use are all very important factors and this helps to try and look into the future for planning.

Shires noted that the elected officials were concerned about the amount of high density areas and voiced their concerns, which resulted in a reduction of those areas. Shires explained that more high density from a financial standpoint is healthy. Cities are going to need space for the millennials and retired folks to live.

McConnell and Foldes both noted that without apartments, the City will lose some of its vibrancy. If we conform to all single family, we are only focusing on the biggest population core right now and not planning for millennials and seniors for future housing.

The public hearing was closed at 6:10 p.m.

Motion by Huse and seconded by Thompson to approve the amendment to the City's Comprehensive Plan for the update to the Land Use Chapter. Approved 5-0.

Public Hearing and consideration of an amendment to the City's Comprehensive Plan to adopt the SubArea 1 Master Plan – 16-63

The City's 2013 Comprehensive Plan identifies several subareas throughout the community that required additional planning and thought as to their future development. The first subarea, SubArea 1, is located in the center of the City on 600 acres of ground to the east of Highway 28. The Comprehensive Plan called for this area to include a newer, more welcoming downtown center with surrounding development that utilized new urbanism concepts to create a pedestrian friendly environment. In the fall of 2013, the City received a grant from the Des Moines Area MPO to develop a master plan for SubArea 1.

The grant money allowed the City to hire Chris Shires of Confluence to assist in the development of the SubArea 1 Master Plan. City staff teamed with Confluence on the project to provide additional resources while writing the plan. Confluence consultant team held individual meetings with each of the landowners within SubArea 1 to understand their desires and concerns for the development of their property. Public meetings were held in conjunction with the Land Use Plan to gather public input and final draft plan was developed.

The Master Plan includes a review of existing conditions, a land use plan for the 600 acres, a master plan of the site, vehicular and pedestrian circulation plans, design guidelines for buildings in the plan area, and a review of the public utilities needed to serve the site.

Primary focuses of the Master Plan was to create the newer downtown district while still preserving space for traditional commercial development along Highway 28. Additionally, the plan looked to provide ways to transition from existing industrial uses along Colonial Parkway to existing residential development to the north of Beardsley Street in the Echo Valley Development.

One item that Shires pointed out is at the last minute, a school was added to the plan. This school is shown located across from an industrial area. Huse doesn't feel that is an ideal location. He is glad to see there is community involvement and the desire to plan for more schools. At the rate Norwalk is growing, there is definitely going to be a need for more schools. Shires explained that the area planned for a school could also be used for single or multifamily if a school was not put there.

Thompson expressed her concerns with medium density residential going up next to single family. She said that area would back up to her fence in her back yard and she does not want to see horizontal townhomes in her backyard. She feels this would hurt the resale values of the homes in that area. Shires explained that there was a lot of thought put into this. They needed a transition from the single family homes to the mixed use buildings that could possibly be three stories tall in the urban center. Townhome buffer between single family and mixed use is very common. The townhomes would not share a street, just serve as a transitioning tool.

Bob Olson, Olson & Associates, spoke regarding this transition. He said there would be a 30 foot buffer there and that it has proven when a quality product is put in for this transition that land values actually go up. He also informed Commission that when the project for the townhomes comes in front of the group, they would then have the opportunity to say yes or no.

Parris noted that these townhomes might have a lesser front setback, so that would put them even farther away from the fence line. The guidelines in this chapter are a lot higher standard than a townhome anywhere else in the City.

Thompson also questioned the two roundabouts on Highway 28 and how they are to help slow traffic down. Shires explained the physics of a roundabout and there is only so fast someone can go through a roundabout so it is evident that traffic will slow down. He noted that roundabouts are expensive on the front side, but they do end up saving money in the long run. A roundabout encourages walkability and would allow for a couple of places to cross Highway 28 safely.

Shires noted that the Commission is only voting on the land use part of the concept tonight.

Foldes asked where the park land is in the concept and would the school be considered park land? He feels the City needs to identify park land sooner rather than later on these concepts or it ends up going on the wayside.

Foldes also commented that too many people care more about zoning and should care more about the architectural standards of the area. People associate cheap apartments with high density and that doesn't have to be the case at all if we pay attention to the architectural standards and have high quality products.

The public hearing was opened at 6:43 p.m.

Scott McMurray, United Properties, 4521 Fleur Drive, Des Moines, spoke to the Commission informing them that he sat through these meetings with Shires and Olson. He feels they've done a great job involving people in this process. As a developer, he wants the Commission to remember than plans change and he would like to caution them on that. He would like to see as much flexibility as possible so that as the market drives development, developers can fit plans with the demand.

Olson agreed with McMurray and said that the SubArea 1 Master Plan is a living document and the market will dictate how it develops. But this document gives Norwalk some framework to start with. Flexibility is important.

Riva asked about the landscape guidelines. She said it wasn't ever determined what the caliper of trees and the critical types that are required. Shires asked if this was something that would be just in SubArea 1 or city wide. Huse expressed concern with preserving current trees in the City and how we would go about doing that. Shires assured there are ways to do that.

Shires informed Commission that they would be voting on the design guidelines booklet and the SubArea 1 Master Plan. He feels this is an appropriate mix of land uses and when considering any planning in the future the City would use this as a guideline as to what is allowable there.

McMurray asked Parris if Southern Crossing would now not be allowable if this was accepted. Parris said that is already zoned for that, but if there was a request to change zoning, this document would be looked at for a guide. This plan is the legal framework to help the City with rezonings and is a necessary document for the City.

Shires noted that developers have the exact same condition today. If the zoning doesn't match what they are wanting, they would need to request a rezoning of the area. This document gives you a starting point from which to judge a rezoning request.

McMurray stated he understands the City needing to have a land use plan, but now getting down to design standards is pretty nitty gritty. That's more than just framework. The entire city has design standards, but this area has to specifically follow these design standards. He does not feel that leaves flexibility at all. He said everyone sitting in the seats say they will be flexible, but these seats will change and the City will lose development because the new people won't understand that.

Shires changed wording on page 11 under Future Land Use Plans. The last sentence now reads, "Flexibility should be permitted to adjust and shift land uses to reflect refined development plans and engineered roadway plans." He also offered for the Commission to change the southernmost Industrial Flex area to Office/Business Park. Commission discussed the changes as being positive changes.

The public hearing was closed at 7:18 p.m.

Motion by Huse and seconded by Foldes to approve the amendment to the City's Comprehensive Plan to adopt the SubArea 1 Master Plan with amendments to flexibility statement on page 11 and changing the southernmost industrial flex designation to office/business park. Approved 4-1, Thompson voting nay.

Public Hearing and consideration of an amendment to the City's Comprehensive Plan for an update to Trails Section – 16-64

Parris explain in 2014 the City received a grant from Prairie Meadows to review the trails component of the 2013 Comprehensive Plan with a specific focus on determining a preferred alternative to connect the community to the Great Western Trail. RDG Planning & Design was hired to review the location of trails in the City and development alternatives to connecting with the Great Western Trail. Ultimately, a draft trail plan was developed with a preferred connection along Beardsley and 50th Avenue to the Great Western Trail. The trail plan was reviewed by the Planning & Zoning Commission and the City Council, both of which had concerns over the location of a trail along Highway 28 and the plan for implementing the trail system.

Staff took the draft trail plan from RDG and modified it to remove trails that were seen as not feasible. Additionally, staff classified trails into those that currently exist, those identified in current city plans, and those proposed for future development. To assist with implementation, staff developed a second map that identified which entities would be responsible for the construction of the various trails. This primarily fell to City responsible trails along major corridors and developer responsible trails in undeveloped land throughout the City. Parris explained that developers would not have to necessarily place trails where we have them mapped out, but would have to somehow make the connections that are required in that development.

The public hearing was opened at 7:35 p.m.

The public hearing was closed at 7:35 p.m.

Motion by Thompson and seconded by Fraser to approve the amendment to the City's Comprehensive Plan for an update to Trails Section. Approved 5-0.

Request from United Properties to approve the Site Plan for Lot 3 of the Marketplace at Echo Valley – 16-65

Parris explained this request is for the development of two multi-tenant buildings, each with space for four units. The site is zoned C-2 as part of the Echo Valley Community PUD. The development is on Lot 3 of the Marketplace at Echo Valley. The site would be developed in phases, with the southern building and parking lot being phase 1 and the northern building being phase 2. This is the first site plan in the Marketplace at Echo Valley.

Overall the site plan meets or exceeds the City's requirements for development of a C-2 parcel. The applicant has requested a waiver of the requirement that a drive-thru queue line cannot block a designated parking space. It is staff opinion that this waiver should be granted as part of the site plan approval. The site is only required to provide 70 parking spaces, so staff is not concerned about creating spaces that are not usable. Additionally, any spaces blocked by the queue line would be at the end of the queue line, resulting in rare instances when a full queue line would block a space, which would be cleared rather quickly.

Staff also raised concerns over the temporary detention basin on Outlot Y. The developer proposed the following measures that addressed the concerns:

- Use the existing temporary basins as-is to meet the detention requirements for Lots 3 & 4.
- Calculations show the volume and detention required is equivalent to the volume provided in the temporary basins even though there is not a direct relationship of the drainage areas from the lots to each of the basins (volume is provided regardless of where the storm water is derived). No additional calculations are required as long as the following is done:
 1. United Properties will maintain these basins until other arrangements are made, i.e. development of Outlot Y.
 2. If Outlot Y is not developed within 10 years – United Properties shall convert these temporary basins into permanent detention basins.
 3. If Lots 1, 2 or 5 are developed before Outlot Y, they would need to prepare additional detention calculations and increase the temporary basin volumes or add additional temporary basins or convert to permanent basins.
 4. All temporary basins shall be converted to permanent detention basins that meet City requirements no later than October 2026.

Thompson expressed concern with the drive-thru queue and possibly getting backed up if it was a coffee shop.

Dean Rogair of CDA spoke to this matter. He said there are approximately six spots in the the drive-thru lane before it would get into the parking area. And the parking area that would be affected is the employee parking in the back of the building. There is also two ways to exit.

Scott McMurray, United Properties, 4521 Fleur Drive, Des Moines also commented that there will be connectivity between all the parking lots, so if you can't get into one entrance due to a queue line, then you can just go to the next entrance.

Motion by Huse and seconded by Fraser to approve the Site Plan for Lot 3 of the Marketplace at Echo Valley with staff recommendations:

- *That the parking requirement for drive-thru lanes blocking parking spaces is waived.*
- *That the final plat approval includes the necessary agreements to implement the developer solution to the temporary drainage basins.*
- *That the site development and building construction follow all City code regulations.*
- *That any significant modifications to the site plan be reviewed and approved by the Planning & Zoning Commission and City Council.*

Approved 5-0.

Request from United Properties to approve the Site Plan for Mercy Clinic for Lot 4 of the Marketplace at Echo Valley – 16-66

Parris presented the request for the development of professional office buildings, which will be space for a Mercy Clinic. The site is zoned C-2 as part of the Echo Valley Community PUD. The development is Lot 4 of the Marketplace at Echo Valley. Overall the site plan meets or exceeds the City's requirements for development of a C-2 Parcel. The staff raised concern again over the temporary detention basin on Outlot Y. The developer proposed the following measures that addressed the concerns:

- Use the existing temporary basins as-is to meet the detention requirements for Lots 3 & 4.
- Calculations show the volume and detention required is equivalent to the volume provided in the temporary basins even though there is not a direct relationship of the drainage areas

from the lots to each of the basins (volume is provided regardless of where the storm water is derived). No additional calculations are required as long as the following is done:

5. United Properties will maintain these basins until other arrangements are made, i.e. development of Outlot Y.
6. If Outlot Y is not developed within 10 years – United Properties shall convert these temporary basins into permanent detention basins.
7. If Lots 1, 2 or 5 are developed before Outlot Y, they would need to prepare additional detention calculations and increase the temporary basin volumes or add additional temporary basins or convert to permanent basins.
8. All temporary basins shall be converted to permanent detention basins that meet City requirements no later than October 2026.

Scott McMurray, United Properties, 4521 Fleur Drive, Des Moines noted this would be a four sided building that all sides look the same. The main entrance would be on the east side of the building to try and avoid ice and snow issues for patients. There will also be an entrance on the west side of the building.

Motion by Foldes and seconded by Huse to approve the Site Plan for Mercy Clinic for Lot 4 of the Marketplace at Echo Valley with staff recommendations:

- *That the final plat approval includes the necessary agreements to implement the developer solution to the temporary drainage basins.*
- *That the site development and building construction follow all City code regulations.*
- *That any significant modifications to the site plan be reviewed and approved by the Planning & Zoning Commission and City Council.*

Approved 5-0.

Discussion on parkland dedication requirements

The Commission decided to wait to discuss this topic at the next meeting.

Staff Development Update

Parris informed Commission that the September report for the Development Services Department is out. He also reported that he and Luke Nelson will be taking over the Planning & Economic Development Director duties until it is decided how to configure the department.

Future Business Items

None were discussed.

Next meeting Date – October 24, 2016.

Adjournment – 16-67

Motion by Huse and seconded by Foldes to adjourn the meeting at 8:01 p.m. Approved 5-0.

Judy McConnell, Vice Chairperson

Luke Parris, City Planner



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 06
For Meeting of 11/17/2016

Item Title: Consent Agenda

Contact Person: Jodi Eddleman, City Clerk

Expenditures

This item is on the agenda for the approval of payment per the attached claims list.

Tax abatements

The following tax abatement applications were submitted for approval:

GRAYHAWK HOMES	213 WEST HIGH	SFR	377,011.00
LEWIS HOME BUILDERS	1709 TIMBERVIEW	SFR	270,000.00
PAUL HAGEN	3603 AUTUMN SAGE	SFR	900,000.00
LEIGH ANN BROPHY	2001 SERENITY CIR	SFR	385,000.00
HAPPE HOMES	207 BRAEBURN DR	SFR	290,000.00
CORNERSTONE HOMES	2719 SHADY LANE	SFR	232,586.00
GROUND BREAKER HOMES	2726 SHADY LANE	SFR	302,701.00
AFFORDABLE HOUSING	1019 NORWOOD COURT	SFR	210,000.00
HUBBELL HOMES	231 W HIGH ROAD	SFR	334,416.00
HAPPE HOMES	1413 ROLLING GREEN	SFR	290,000.00

Liquor License

Renewal for Burke Golf Warrior Run – LC0040479

Resolutions

Resolution approving the annual financial report for FY 16

Resolution approving the urban renewal report for FY 16

Resolution approving the annual TIF certification for FY 17-18

Resolution approving a 1 ton truck purchase and refurbishing an existing dump truck

Resolution to dispose of 1992 JD 455 lawn mower (parks and rec)

Resolution setting a date for public hearing for approval of development agreement with Road Contractors Inc., and authorizing of annual appropriation tax increment payments

Resolution authorizing the use of a preliminary official statement of the sale of bonds & 7,200,000 GO Bonds Series 2017

Resolution approving payment of development agreement (Market Place) to United Properties

Receive and File

Receive and file monthly reports and treasurers report.

Staff Recommendation: Approve consent agenda on a roll call vote.

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATIONS	GENERAL FUND	FREEDOM TIRE & AUTO CENTER	P 127 TIRES	500.66
		CARPENTER UNIFORM	UNIFORM ALLOW KOESTLER	170.97
			UNIFORM ALLOW FRYE	1,547.33
			UNIFORM ALLOW STAPLES	8.50
			UNIFORM ALLOW PALMER	133.97
		INDOFF INC	TONER	100.81
		CAPITAL SANITARY SUPPLIES	JANITORIAL SUPPLIES	48.78
		SPRINGER PEST SOLUTIONS	PEST CONTROL	68.00
		KELTEK INCORPORATED	IN MOTION ANNUAL CONTRACT	3,237.00
		REFLECTIVE APPAREL	UNIFORM ALLOW HUTCHINSON	57.17
		IOWA WINDOW SERVICE INC	INTERIOR & EXTERIOR PUB SA	243.80
		ADVENTURE LIGHTING	FRONT SIGN LIGHTS	16.47
		LASER RESOURCES	POLICE	69.90
		W REEVES AND ASSOCIATES	P 131 HEADLIGHT FLASHER	64.20
		IOWA LAW ENFORCEMENT ACADEMY	BASIC TRAINING IREDALE	6,240.00
			BASIC TRAINING KOESTLER	<u>6,525.00</u>
			TOTAL:	19,032.56
FIRE PROTECTION	GENERAL FUND	CARPENTER UNIFORM	UNIFORMS	1,649.17
			UNIFORM ALLOW CURTIS	51.99
			UNIFORM ALLOW	35.00
			UNIFORMS	866.28
		CAPITAL SANITARY SUPPLIES	JANITORIAL SUPPLIES	90.67
			JANITORIAL SUPPLIES	82.75
			JANITORIAL SUPPLIES	23.63
			JANITORIAL SUPPLIES	48.78
			JANITORIAL SUPPLIES	109.87
		NORWALK HARDWARE & AUTO	FIRE SUPPLIES	28.75
		FAREWAY	SUPPLIES	36.15
		LASER RESOURCES	FIRE	42.17
		CFS INSPECTIONS	SUPPLIES	<u>1,008.00</u>
	TOTAL:	4,073.21		
RESCUE	GENERAL FUND	INDIANOLA FIRE DEPARTMENT	AMBULANCE BILLING	630.00
		MERCY COLLEGE OF HEALTH SCIENCES	E CARD ORDER	178.50
			E CARD ORDER	23.50
		BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	<u>117.16</u>
	TOTAL:	949.16		
BUILDING INSPRCTOR	GENERAL FUND	TEMP VENDOR RIEBKES, LISA	160000389	25.00
		BALLARD HOME IMPROVE	160000389	<u>25.00</u>
		TOTAL:	50.00	
PUBLIC SAFETY	GENERAL FUND	CITY OF WEST DES MOINES	FY 16/17 NOVEMBER WESTCOM	17,501.32
			FY 16/17 WESTCOM ADMIN FEE	<u>20,699.09</u>
		TOTAL:	38,200.41	
GARBAGE	GENERAL FUND	METRO WASTE AUTHORITY	LARGE ITEM STICKERS	<u>1,000.00</u>
		TOTAL:	1,000.00	
OTHER PUBLIC WORKS	GENERAL FUND	CAPITAL SANITARY SUPPLIES	JANITORIAL SUPPLIES	37.65
		LASER RESOURCES	PUBLIC WORKS	<u>5.88</u>
		TOTAL:	43.53	
LIBRARY SERVICES	GENERAL FUND	BAKER & TAYLOR INC	BOOKS AND FILMS	666.60
		INDOFF INC	OPERATING SUPPLIES	48.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CAPITAL SANITARY SUPPLIES	KITCHEN SUPPLIES	38.67
			JANITORIAL SUPPLIES	74.78
		DEMCO	OPERATING SUPPLIES	285.08
		BEDWELL GARDENS	MULTI-AGE PROGRAMMING	200.00
			OPERATING SUPPLIES	200.00
		DOORS INC	REPAIR	319.20
		NORWALK HARDWARE & AUTO	LIBRARY SUPPLIES	6.48
		PRODUCTS INCORPORATED	REPAIR	174.25
		WAYNE DENNIS SUPPLY	AIR FILTERS	13.56
		SPRINGER PEST SOLUTIONS	PEST CONTROL	79.50
		FAREWAY	PUMPKIN PARTY	34.51
			TEEN LOCK-IN	25.95
		KNOWBUDDY	JUVENILE NON-FICTION	383.18
		MIDAMERICA BOOKS	JUVENILE NON-FICTION	678.04
		AMAZON	TREE	139.36
			CHILDREN'S PROGRAMMING	52.79
			ADULT PROGRAMMING	15.29
			BOOKS AND FILMS	1,969.98
			OPERATING SUPPLIES	908.63
		PURCHASE POWER	POSTAGE AND SHIPPING	63.01
		SIMPLEX GRINNELL	INSPECTION	384.00
		OVERDRIVE	ADULT AUDIO	128.99
		DISCOUNT SCHOOL SUPPLY	CHILDREN'S PROGRAMMING	29.96
		BROAD REACH	JUVENILE NON-FICTION	526.58
		MARY KAY JOHNSON	REIMBURSEMENT	101.07
		EXCEL MECHANICAL CO	REPAIR	212.00
		LASER RESOURCES	LIBRARY	131.02
		HOBBY LOBBY	ADULT PROGRAMMING	25.82
		HYDRONIC ENERGY	REPAIR	169.43
		MERRITT COMPANY	CLEANING SERVICES	867.00
		ERIN COMPTON	ROOM RENTAL REFUND	50.00
		MICROMARKETING ASSOCIATES	BOOKS AND FILMS	3,508.12
		RECORDED BOOKS INC	BOOKS AND FILMS	91.55
			SUBSCRIPTIONS	250.78
		GALE / CENGAGE LEARNING	LARGE PRING BOOKS	25.90
			TOTAL:	12,879.91
PARKS	GENERAL FUND	CAPITAL SANITARY SUPPLIES	WINDFLOWER PARK SUPPLIES	112.56
		HARVEY'S AUTOMOTIVE &	#23	166.03
		MENARDS	TOILET REPAIR	32.01
		CNM OUTDOOR EQUIPMENT	XMARK MOWERS	51.46
			X MARK MOWER	14.36
			TOTAL:	376.42
RECREATION	GENERAL FUND	MARY JANE SHARP	FITNESS CLASSES	908.95
		TREASURER, STATE OF IOWA	PARKS AND REC	617.31
		NORWALK HARDWARE & AUTO	PARKS AND REC SUPPLIES	70.87
		NANCY KUEHL	REIMBURSE HALLOWEEN SUPPLI	24.06
			REIMBURSE HALLOWEEN SUPPLI	35.00
			REIMBURSE CRAFT SUPPLIES	87.11
		VOORHEES TAEKWONDO LLC	TAEKWONDO	454.83
		LUCINDA SPERRY	ART CLASSES	260.00
		NORWALK YOUTH WRESTLING	WRESTLING CLUB	1,424.00
			TOTAL:	3,882.13
SPORTS COMPLEX	GENERAL FUND	DES MOINES IRON	PARKS TOILETS	139.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ANKENY SANITATION	MCANINCH TRASH SERVICE	16.64
		BEST PORTABLE TOILETS	SPORTS COMPLEX BATHROOMS	<u>140.00</u>
			TOTAL:	296.33
COMMUNITY DEVELOPMENT	GENERAL FUND	TERMINIX INTERNATIONAL	PEST CONTROL	35.00
		REGISTER MEDIA	PUBLIC HEARING NOTICE	21.04
		LASER RESOURCES	DEVELOPMENT	<u>81.74</u>
			TOTAL:	137.78
CITY HALL & GENERAL BU	GENERAL FUND	CAPITAL SANITARY SUPPLIES	JANITORIAL SUPPLIES	48.78
		NORTH WARREN TOWN & COUNTY NEWS	4 PUBLIC HEARINGS	87.74
			3 ORDINANCES	22.11
			MINUTES	66.62
		TERMINIX INTERNATIONAL	PEST CONTROL	35.00
		STOREY KENWORTHY	TAX FORMS	153.50
		TYLER TECHNOLOGIES	HOST WEB SITE	25.00
		LASER RESOURCES	CITY HALL	37.10
		RANKIN COMMUNICATION SYSTEMS	MISC PHONE MAINTENANCE	<u>201.37</u>
			TOTAL:	677.22
INFORMATION SYSTEMS	GENERAL FUND	HP INC	FINANCE DOCK STATION	86.00
			FINANCE COMPUTER	<u>660.70</u>
			TOTAL:	746.70
NON-DEPARTMENTAL	ROAD USE TAX FUND	PRINCIPAL PLIC	OCTOBER PREM ADJ	<u>1.14</u>
			TOTAL:	1.14
STREETS	ROAD USE TAX FUND	DES MOINES IRON	CLAW REPAIR	201.02
		CORELL RECYCLING	ASPHALT	932.57
		HARVEY'S AUTOMOTIVE &	CONVEYOR #1047	141.58
			#34	13.09
			#35	706.17
			DUMP TRUCK	111.52
			SPARK PLUG	2.37
			OIL FILTERS/LUBE	176.16
			DUMP TRUCK	77.27
		NAPA AUTO PART	PW TRUCK HITCH	34.18
		MENARDS	LUJMBER/ELECTRICAL	69.98
			LUJMBER/ELECTRICAL	130.70
		NORWALK HARDWARE & AUTO	PUBLIC WORKS SUPPLIES	15.99
		NORWALK READY-MIXED CONCRETE, INC.	922 LINDEN	864.00
			922 LINDEN	972.00
		GRIMES ASPHALT AND PAVING CO	MATERIALS	555.74
			MATERIALS	270.10
			MATERIALS	1,332.74
			MATERIALS	520.22
			MATERIALS	817.70
			MATERIALS	149.48
			WOODMAYR DR OVERLAY PROJEC	55,090.00
		ZIEGLER INC.	SUPPLIES	391.05
		CNM OUTDOOR EQUIPMENT	CHAINSAWS & WEEDEATERS	57.94
		WAYNE DENNIS SUPPLY	AIR FILTERS	45.00
		G & L CLOTHING	UNIFORM ALLOW VRBAN	415.07
		HD SUPPLY WATERWORKS	CAULKING KNIVES	27.97
		ACME TOOLS	ROTARY HAMMER	199.00
		JAMES OIL COMPANY LLC	DIESEL	3,785.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GASOHOL	7,650.83
		NICHOLS EQUIPMENT LLC	EQUIPMENT RENTAL	<u>1,496.80</u>
			TOTAL:	77,253.72
STREET CLEANING	ROAD USE TAX FUND	NORWALK READY-MIXED CONCRETE, INC.	NORWOOD & CASADY	282.00
			SHADY LN & HUNTER	186.00
			SHADY LN & HUNTER	215.00
			SCHOOL ST & MAIN	212.50
			SCHOOL ST & MAIN	<u>247.50</u>
			TOTAL:	1,143.00
NON-DEPARTMENTAL	SPECIAL REVENUE	PRINCIPAL PLIC	OCTOBER PREM ADJ	<u>3.99</u>
			TOTAL:	3.99
POLICE OPERATIONS	SPECIAL REVENUE	IMWCA	WC AUDIT PREMIUM	<u>1,074.00</u>
			TOTAL:	1,074.00
LIBRARY SERVICES	SPECIAL REVENUE	IPERS	FEES AND PANALTIES	<u>169.94</u>
			TOTAL:	169.94
PARKS	SPECIAL REVENUE	IPERS	FEES AND PANALTIES	<u>10.00</u>
			TOTAL:	10.00
RECREATION	SPECIAL REVENUE	IPERS	FEES AND PANALTIES	<u>10.00</u>
			TOTAL:	10.00
SPORTS COMPLEX	SPECIAL REVENUE	IPERS	FEES AND PANALTIES	<u>10.00</u>
			TOTAL:	10.00
CITY HALL & GENERAL BU	SPECIAL REVENUE	MEDICAP PHARMACY	FLU SHOTS	379.28
			FLU SHOTS	<u>24.99</u>
			TOTAL:	404.27
CONSULTANT & PROFESS F TIF		UNITED PROPERTIES INVESTMENT COMPANY,	MARKETPLACE DEV AGREE	<u>1,300,000.00</u>
			TOTAL:	1,300,000.00
NON-DEPARTMENTAL	ECONOMIC DEVELOPME	PRINCIPAL PLIC	OCTOBER PREM ADJ	<u>2.86</u>
			TOTAL:	2.86
PARKS	T & A PARK TRUST	SCOTT RUPP	DOG PARK SIGN	<u>326.76</u>
			TOTAL:	326.76
PARKS & TRAILS CAPITAL	CONST FUND PARKS &	JDA CONSTRUCTION	W NORTH AV TRAIL PROJECT	<u>110,233.53</u>
			TOTAL:	110,233.53
INVALID DEPARTMENT	CIP - POOL	WATERS EDGE AQUATIC DESIGN	POOL IMPROVEMENTS ENGINEER	<u>3,000.00</u>
			TOTAL:	3,000.00
NCIS Infrastructure	CIP-NCIS INFRASTRU	DIANE BURROWS	NCIS ASSESSMENT REIMBURSEM	<u>2,748.48</u>
			TOTAL:	2,748.48
COMMUNITY DEVELOPMENT	STORM WATER DETENT	DCI GROUP	BEARDSLEY STORMWATER DETEN	<u>7,210.00</u>
			TOTAL:	7,210.00
NON-DEPARTMENTAL	WATER FUND	PRINCIPAL PLIC	OCTOBER PREM ADJ	<u>3.60</u>
			TOTAL:	3.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
OPERATION AND MAINTENE	WATER FUND	HALLETT MATERIALS	ROADSTONE	2,080.27
		G & L CLOTHING	UNIFORM ALLOW BAKER	419.31
		USA BLUE BOOK	LOCATE FLAGS	706.09
		TYLER TECHNOLOGIES	ONLINE BILLING	<u>90.00</u>
		TOTAL:		3,295.67
ADMINISTRATION	WATER FUND	TREASURER, STATE OF IOWA	WATER	9,590.58
		NORWALK POSTMASTER	NOVEMBER BILLS	<u>656.29</u>
		TOTAL:		10,246.87
NON-DEPARTMENTAL	SEWER FUND	PRINCIPAL PLIC	OCTOBER PREM ADJ	<u>3.60</u>
		TOTAL:		3.60
OPERATION AND MAINTENA	SEWER FUND	HARVEY'S AUTOMOTIVE &	#23	22.90
			#23	37.22
		RED WING SHOE STORE	UNIFORM ALLOW BENGE	239.48
		CONSTRUCTION & AGGREGATE	SUPPLIES	<u>149.48</u>
		TOTAL:		449.08
ADMINISTRATION	SEWER FUND	TREASURER, STATE OF IOWA	SEWER	75.41
		NORWALK POSTMASTER	NOVEMBER BILLS	<u>656.29</u>
		TOTAL:		731.70
NON-DEPARTMENTAL	STORM WATER UTILIT	PRINCIPAL PLIC	OCTOBER PREM ADJ	<u>2.37</u>
		TOTAL:		2.37
STORM SEWERS (DRAINAGE	STORM WATER UTILIT	TREASURER, STATE OF IOWA	STORM DRAIN	<u>250.77</u>
		TOTAL:		250.77

===== FUND TOTALS =====

001	GENERAL FUND	82,345.36
110	ROAD USE TAX FUND	78,397.86
112	SPECIAL REVENUE	1,682.20
125	TIF	1,300,000.00
160	ECONOMIC DEVELOPMENT	2.86
184	T & A PARK TRUST	326.76
325	CONST FUND PARKS & TRAILS	110,233.53
340	CIP - POOL	3,000.00
405	CIP-NCIS INFRASTRUCTURE	2,748.48
420	STORM WATER DETENTION PRO	7,210.00
600	WATER FUND	13,546.14
610	SEWER FUND	1,184.38
740	STORM WATER UTILITY	253.14

GRAND TOTAL: 1,600,930.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF NORWALK
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: AP
ITEM DATE: 11/04/2016 THRU 11/17/2016
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: 111716 COUNCIL CLAIMS
SIGNATURE LINES: 2

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

Liquor license summary for November 17 council meeting

Name of Applicant/Corp, Sole Proprietor/Partnership:	Burke Golf Academy
Name of Business:	Burge Golf Academy at Warrior Run
Address of Premises:	3089 north Avenue Highway G14
License #	LC0040479
License And Privileges:	Class C Liquor License LC Outdoor Service, Sunday Sales
Type of Request:	Renewal
Dates:	11/25/2016-11/24/2017
Sketch on file	x
Lease, Final Sales Contract or Warranty deed on file	x
Premises Address correct	x
Notarized Statement	x
Dram Shop: provided by applicants insurance company.	x
Police background check run:	x
Fire Inspection Done:	x
Premise zoned correctly	x
City Clerks office:	x





**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item Nos. 6D, 6E & 6F
For Meeting of 11.17.2016

ITEM TITLE: Item 6D: Approve Annual Financial Report (AFR)
Item 6E: Approve Annual Urban Renewal (URA) Report
Item 6F: Approve Tax Increment Finance (TIF) Certification

CONTACT PERSON: Jean Furler, Finance Director

SUMMARY EXPLANATION:

ITEM 6C: Chapter 384.22 of the Code of Iowa requires the City file an Annual Financial Report (AFR) with the Auditor of State by December 1 of each year. The attached report is for fiscal year ending June 30, 2016. This report has been reviewed by our Independent Auditor, Shull and Company in conjunction with the FY16 Audit. No major discrepancies were found.

ITEM 6D: Chapter 331.403(3), 357H.9(2) and 384.22(2) of the Code of Iowa requires the City file an Annual Urban Renewal Report with the Department of Management by December 1 of each year. The attached report is for fiscal year ending June 30, 2016. This report has been reviewed by our Financial Advisors, Public Financial Management. No major discrepancies were found.

ITEM 6E: Iowa law requires the City certify tax increment financing debt with the County Auditor by December 1 of each year. The attached certification is for fiscal year July 1, 2017 through July 1, 2018. This certification has been reviewed by our Financial Advisors, Public Financial Management in conjunction with developing cash flow spreadsheets for TIF and Debt Service projects and expenses.
The TIF certification report will be e-mailed to elected officials Monday, November 14, 2016.

Resolution _____ Ordinance _____ Contract _____ Other (Specify) _____
Funding Source: _____
APPROVED FOR SUBMITTAL _____

STAFF RECOMMENDATION: Approve the Annual Financial Report and Urban Renewal Report for fiscal year ending June 30, 2016 and the Tax Increment Certification for fiscal year July 1, 2017 through June 30, 2018.

STATE OF IOWA

2016
FINANCIAL REPORT
FISCAL YEAR ENDED
JUNE 30, 2016
NORWALK
CITY OF NORWALK, IOWA
DUE: December 1, 2016

16209101000000
CLERK
705 NORTH AVE
NORWALK, IA 50211 1417

(Please correct any error in name, address, and ZIP Code)

WHEN COMPLETED, PLEASE RETURN TO
Mary Mosiman, CPA
Office of Auditor of State
Lucas State Office Building
321 E. 12th Street, 2nd Floor
Des Moines, IA 50319

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS

Item description	Governmental (a)	Proprietary (b)	Total actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes levied on property	5,104,841		5,104,841	5,051,796
Less: Uncollected property taxes-levy year	0		0	
Net current property taxes	5,104,841		5,104,841	5,051,796
Delinquent property taxes	0		0	0
TIF revenues	1,906,723		1,906,723	1,912,609
Other city taxes	301,482	0	301,482	332,869
Licenses and permits	297,877	0	297,877	169,300
Use of money and property	122,164	0	122,164	99,182
Intergovernmental	1,194,722	0	1,194,722	1,067,503
Charges for fees and service	918,621	4,126,410	5,045,031	4,398,292
Special assessments	0	0	0	0
Miscellaneous	346,340	149,081	495,421	549,082
Other financing sources	4,937,084	691,777	5,628,861	4,593,018
Total revenues and other sources	15,129,854	4,967,268	20,097,122	18,173,651
Expenditures and Other Financing Uses				
Public safety	2,919,903	0	2,919,903	3,115,079
Public works	1,468,891	0	1,468,891	1,532,059
Health and social services	10,478	0	10,478	10,438
Culture and recreation	1,060,343	0	1,060,343	1,178,752
Community and economic development	951,479	0	951,479	1,138,412
General government	720,737	0	720,737	734,329
Debt service	2,219,583	0	2,219,583	2,451,579
Capital projects	3,567,160	0	3,567,160	6,161,346
Total governmental activities expenditures	12,918,574	0	12,918,574	16,321,994
Business type activities	0	4,251,247	4,251,247	4,229,815
Total ALL expenditures	12,918,574	4,251,247	17,169,821	20,551,809
Other financing uses, including transfers out	3,216,050	857,677	4,073,727	4,618,777
Total ALL expenditures/And other financing uses	16,134,624	5,108,924	21,243,548	25,170,586
Excess revenues and other sources over (Under) Expenditures/And other financing uses	-1,004,770	-141,656	-1,146,426	-6,996,935
Beginning fund balance July 1, 2015	7,716,645	0	7,716,645	9,626,664
Ending fund balance June 30, 2016	6,711,875	-141,656	6,570,219	2,629,729

Note - These balances do not include \$ _____ held in non-budgeted internal service funds; \$ _____ held in Pension Trust Funds; \$ 20,289 held in Private Purpose Trust funds and \$ _____ held in agency funds which were not budgeted and are not available for city operations.

Indebtedness at June 30, 2016	Amount - Omit cents	Indebtedness at June 30, 2016	Amount - Omit cents
General obligation debt	\$ 11,130,475	Other long-term debt	\$ 0
Revenue debt	\$ 900,436	Short-term debt	\$ 0
TIF Revenue debt	\$ 5,860,000		
		General obligation debt limit	\$ 32,616,190

CERTIFICATION

THE FOREGOING REPORT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

Signature of city clerk <i>Jean Furler</i>	Date Published/Posted 11-17-16	Mark (x) one <input checked="" type="checkbox"/> Date Published <input type="checkbox"/> Date Posted
Printed name of city clerk Jean Furler, Finance Director	Telephone →	Area Code 515
Signature of Mayor or other City official (Name and Title)	Number 981-9522	Extension
	Date signed	

PLEASE PUBLISH THIS PAGE ONLY

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016										CITY OF NORWALK			<input type="checkbox"/> GAAP <input checked="" type="checkbox"/> NON-GAAP = CASH BASIS Indicate by entering an X in the appropriate box on this sheet ONLY	
Part I	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.	
	1	Section A - TAXES											1	
	2	Taxes levied on property	2,684,693	957,595		1,462,553			5,104,841			5,104,841	2	
	3	Less: Uncollected property taxes - Levy year							0			0	3	
	4	Net current property taxes	2,684,693	957,595		1,462,553	0		5,104,841		T01	5,104,841	4	
	5	Delinquent property taxes							0		T01	0	5	
	6	Total property tax	2,684,693	957,595		1,462,553	0		5,104,841		T01	5,104,841	6	
	7	TIF revenues			1,906,723				1,906,723			1,906,723	7	
	8	Other city taxes											8	
	9	Utility tax replacement excise taxes	166,092	59,326		76,064			301,482		T15	301,482	9	
	10	Utility franchise tax (Chapter 364.2, Code of Iowa)							0		T15	0	10	
	11	Parimutuel wager tax							0		C30	0	11	
	12	Gaming wager tax							0		T19	0	12	
	13	Mobile home tax							0		T19	0	13	
	14	Hotel/motel tax							0		T09	0	14	
	15	Other local option taxes							0		T09	0	15	
	16	TOTAL OTHER CITY TAXES	166,092	59,326	0	76,064	0	0	301,482	0	T29	301,482	16	
	17	Section B - LICENSES AND PERMITS	297,877						297,877			297,877	17	
	18	Section C - USE OF MONEY AND PROPERTY											18	
	19	Interest	1,118	1,279	2,477	169	1,361		6,404		U20	6,404	19	
	20	Rents and royalties	115,760						115,760		U40	115,760	20	
	21	Other miscellaneous use of money and property							0		U20	0	21	
	22	TOTAL USE OF MONEY AND PROPERTY	116,878	1,279	2,477	169	1,361	0	122,164	0		122,164	22	
	23												23	
	24	Section D - INTERGOVERNMENTAL											24	
	25												25	
	26	Federal grants and reimbursements											26	
	27	Federal grants							0		B89	0	27	
	28	Community development block grants							0		B50	0	28	
	29	Housing and urban development							0		B50	0	29	
	30	Public assistance grants							0		B79	0	30	
	31	Payment in lieu of taxes							0		B30	0	31	
	32								0			0	32	
	33	Total Federal grants and reimbursements	0	0	0	0	0	0	0	0		0	33	
	34												34	
	35												35	
	36												36	
	37												37	
	38												38	
	39												39	
	40												40	

Continued on next page

GAAP NON-GAAP = CASH BASIS

Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
41	Section D - INTERGOVERNMENTAL - Continued											
42												41
43	State shared revenues											42
44	Road use taxes		1,106,216					1,106,216		C46	1,106,216	43
45												44
46												45
47												46
48	Other state grants and reimbursements											47
49	State grants											48
50	Iowa Department of Transportation									C89	0	49
51	Iowa Department of Natural Resources									C89	0	50
52	Iowa Economic Development Authority									C89	0	51
53	CEBA grants									C89	0	52
54	Commercial & Industrial Replacement Claim									C89	0	53
55										C89	0	54
56											0	55
57											0	56
58											0	57
59											0	58
60	Total state	0	1,106,216	0	0	0	0	1,106,216	0		1,106,216	59
61												60
62	Local grants and reimbursements											61
63	County contributions										0	62
64	Library service	23,634						23,634		D89	23,634	63
65	Township contributions									D89	0	64
66	Fire/EMT service	64,565						64,565		D89	64,565	65
67	Local grants and reimbursements		307					307		D89	307	66
68											0	67
69											0	68
70	Total local grants and reimbursements	88,199	307	0	0	0	0	88,506	0		88,506	69
71	TOTAL INTERGOVERNMENTAL (Sum of lines 33, 60, and 70)	88,199	1,106,523	0	0	0	0	1,194,722	0		1,194,722	70
72	Section E - CHARGES FOR FEES AND SERVICE											71
73	Water											72
74	Sewer									1,633,208	1,633,208	73
75	Electric									2,129,401	2,129,401	74
76	Gas									A92	0	75
77	Parking									A93	0	76
78	Airport									A60	0	77
79	Landfill/garbage	522,954						522,954		A01	522,954	78
80	Hospital									A81	0	79
										A36	0	80

Part I		REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016 - Continued							CITY OF NORWALK			<input checked="" type="checkbox"/> GAAP <input type="checkbox"/> NON-GAAP = CASH BASIS	
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.	
Section E - CHARGES FOR FEES AND SERVICE - Continued													
81	Transit							0		A94	0	81	
82	Cable TV							0		T15	0	82	
83	Internet							0		A03	0	83	
84	Telephone							0		A03	0	84	
85	Housing authority							0		A03	0	85	
86	Storm water							0		A50	0	86	
87	Other							0	363,801	A80	363,801	87	
88	Nursing home							0		A89	0	88	
89	Police service fees	6,414						6,414		A89	6,414	89	
90	Prisoner care							0		A89	0	90	
91	Fire service charges	10,556						10,556		A89	10,556	91	
92	Ambulance charges	185,927						185,927		A89	185,927	92	
93	Sidewalk street repair charges							0		A44	0	93	
94	Housing and urban renewal charges							0		A50	0	94	
95	River port and terminal fees							0		A87	0	95	
96	Public scales							0		A89	0	96	
97	Cemetery charges							0		A03	0	97	
98	Library charges	7,258						7,258		A89	7,258	98	
99	Park, recreation, and cultural charges	159,541						159,541		A61	159,541	99	
100	Animal control charges	2,680						2,680		A89	2,680	100	
101	Other charges - Specify	23,291						23,291			23,291	101	
102								0			0	102	
103								0			0	103	
104	TOTAL CHARGES FOR SERVICE	918,621	0	0	0	0	0	918,621	4,126,410		5,045,031	104	
105								0			0	105	
106	Section F - SPECIAL ASSESSMENTS							0		U01	0	106	
107	Section G - MISCELLANEOUS							0			0	107	
108	Contributions	106	52,353			500		52,959		U99	52,959	108	
109	Deposits and sales/fuel tax refunds							0	14	U99	14	109	
110	Sale of property and merchandise	22,696						22,696		U11	22,696	110	
111	Fines	20,962						20,962		U30	20,962	111	
112	Internal service charges							0		NR	0	112	
113	Other miscellaneous - Specify	205,062	44,661					249,723	52,367		302,090	113	
114	Pass through sales tax							0	96,700		96,700	114	
115								0			0	115	
116								0			0	116	
117								0			0	117	
118								0			0	118	
119								0			0	119	
120	TOTAL MISCELLANEOUS	248,826	97,014	0	0	500	0	346,340	149,081		495,421	120	

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016 - Continued

CITY OF NORWALK

GAAP NON-GAAP = CASH BASIS

Part I	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
121	TOTAL ALL REVENUES (Sum of lines 6, 7, 15, 16, 22, 71, 104, 106, and 120)	4,521,186	2,221,737	1,909,200	1,538,786	1,861	0	10,192,770	4,275,491		14,468,261	121
122												122
123	Section H - OTHER FINANCING SOURCES											123
124	Proceeds of capital asset sales							0		NR	0	124
125	Proceeds of long-term debt (Excluding TIF internal borrowing)				270,810	944,324		1,215,134	340,000	NR	1,555,134	125
126	Proceeds of anticipatory warrants or other short-term debt							0		A89	0	126
127	Regular transfers in and interfund loans	345,138	64,480		45,000	838,423		1,293,051	351,777		1,644,828	127
128	Internal TIF loans and transfers in		20,000		678,600	1,730,299		2,428,899			2,428,899	128
129								0			0	129
130								0			0	130
131	TOTAL OTHER FINANCING SOURCES	345,138	84,480	0	994,410	3,513,046	0	4,937,084	691,777		5,628,861	131
132	TOTAL REVENUES except for beginning balances (Sum of lines 121 and 131)	4,866,324	2,306,227	1,909,200	2,533,196	3,514,907	0	15,129,854	4,967,268		20,097,122	132
133												133
134	Beginning fund balance July 1, 2015	1,430,973	1,711,346	2,415,530	-221,781	2,380,577		7,716,645			7,716,645	134
135												135
136	TOTAL REVENUES AND OTHER FINANCING SOURCES (Sum of lines 132 and 134)	6,297,297	4,017,573	4,324,730	2,311,415	5,895,484	0	22,846,499	4,967,268		27,813,767	136
137												137
138												138
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159												159

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016										NON-GAAP = CASH BASIS			
CITY OF NORWALK										GAAP			
Part II	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g) and (h)) (i)	Line No.
	1	Section A — PUBLIC SAFETY											1
	2	Police department/Crime prevention — Current operation	1,305,173	372,935					1,678,108		E62	1,678,108	2
	3	Purchase of land and equipment									G62		3
	4	Construction									F62		4
	5	Jail — Current operation									E04		5
	6	Purchase of land and equipment									G04		6
	7	Construction									F04		7
	8	Emergency management — Current operation									E89		8
	9	Purchase of land and equipment									G89		9
	10	Flood control — Current operation									E59		10
	11	Purchase of land and equipment									G59		11
	12	Construction									F59		12
	13	Fire department — Current operation	227,076	33,557					260,633		E24	260,633	13
	14	Purchase of land and equipment	47,616						47,616		G24	47,616	14
	15	Construction									F24		15
	16	Ambulance — Current operation	301,564	83,170					384,734		E32	384,734	16
	17	Purchase of land and equipment									G32		17
	18	Building inspections — Current operation	185,255	44,754					230,009		E66	230,009	18
	19	Purchase of land and equipment	29,916						29,916		G66	29,916	19
	20	Construction									F66		20
	21	Miscellaneous protective services — Current operation									E66		21
	22	Purchase of land and equipment									G66		22
	23	Construction									F66		23
	24	Animal control — Current operation	1,491						1,491		E32	1,491	24
	25	Purchase of land and equipment									G32		25
	26	Construction									F32		26
	27	Other public safety — Current operation	287,396						287,396		E89	287,396	27
	28	Purchase of land and equipment									G89		28
	29												29
	30												30
	31												31
	32												32
	33												33
	34												34
	35												35
	36												36
	37												37
	38												38
	39												39
	40	TOTAL PUBLIC SAFETY	2,385,487	534,416		0	0	0	2,919,903			2,919,903	40

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 - Continued										CITY OF NORWALK			<input checked="" type="checkbox"/> GAAP		<input type="checkbox"/> NON-GAAP = CASH BASIS	
Part II	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.			
	41	Section B — PUBLIC WORKS							747,751			747,751	41			
	42	Roads, bridges, sidewalks — Current operation		747,751									42			
	43	Purchase of land and equipment											43			
	44	Construction											44			
	45	Parking meter and off-street — Current operation											45			
	46	Purchase of land and equipment											46			
	47	Construction											47			
	48	Street lighting — Current operation		109,192					109,192			109,192	48			
	49	Traffic control safety — Current operation		788					788			788	49			
	50	Purchase of land and equipment											50			
	51	Construction											51			
	52	Snow removal — Current operation		40,851					40,851			40,851	52			
	53	Purchase of land and equipment											53			
	54	Highway engineering — Current operation											54			
	55	Purchase of land and equipment											55			
	56	Construction											56			
	57	Street cleaning — Current operation		2,628					2,628			2,628	57			
	58	Purchase of land and equipment											58			
	59	Airport (if not an enterprise) — Current operation											59			
	60	Purchase of land and equipment											60			
	61	Construction											61			
	62	Garbage (if not an enterprise) — Current operation	512,611	9,199					521,810			521,810	62			
	63	Purchase of land and equipment											63			
	64	Construction											64			
	65	Other public works — Current operation	42,095	3,776					45,871			45,871	65			
	66	Purchase of land and equipment											66			
	67	Construction											67			
	68												68			
	69												69			
	70												70			
	71												71			
	72												72			
	73												73			
	74												74			
	75												75			
	76												76			
	77												77			
	78												78			
	79												79			
	80	TOTAL PUBLIC WORKS	554,706	914,185		0	0	0	1,468,891			1,468,891	80			

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 - Continued										CITY OF NORWALK		<input checked="" type="checkbox"/> GAAP		<input type="checkbox"/> NON-GAAP = CASH BASIS	
Part II	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.		
	81	Section C — HEALTH AND SOCIAL SERVICES											81		
	82	Welfare assistance — Current operation											82		
	83	Purchase of land and equipment											83		
	84	City hospital — Current operation											84		
	85	Purchase of land and equipment											85		
	86	Construction											86		
	87	Payments to private hospitals — Current operation											87		
	88	Health regulation and inspections — Current operation											88		
	89	Purchase of land and equipment											89		
	90	Construction											90		
	91	Water, air, and mosquito control — Current operation											91		
	92	Purchase of land and equipment											92		
	93	Construction											93		
	94	Community mental health — Current operation											94		
	95	Purchase of land and equipment											95		
	96	Construction											96		
	97	Other health and social services — Current operation	10,478						10,478				97		
	98	Purchase of land and equipment											98		
	99	Construction											99		
	100												100		
	101												101		
	102												102		
	103	TOTAL HEALTH AND SOCIAL SERVICES	10,478	0		0	0	0	10,478			10,478	103		
	104												104		
	105												105		
	106												106		
	107												107		
	108												108		
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	120												120		

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2018 - Continued										CITY OF NORWALK		<input type="checkbox"/> NON-GAAP = CASH BASIS <input checked="" type="checkbox"/> GAAP	
Part II	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
	121	Section D — CULTURE AND RECREATION											121
	122	Library services — Current operation	402,701	80,219					482,920		E52	482,920	122
	123	Purchase of land and equipment							0		G52	0	123
	124	Construction							0		F52	0	124
	125	Museum, band, theater — Current operation							0		E61	0	125
	126	Purchase of land and equipment							0		G61	0	126
	127	Parks — Current operation	76,780	15,408					92,188		E61	92,188	127
	128	Purchase of land and equipment							0		G61	0	128
	129	Construction							0		F61	0	129
	130	Recreation — Current operation	215,259	36,830					252,099		E61	252,099	130
	131	Purchase of land and equipment							0		G61	0	131
	132	Construction							0		F61	0	132
	133	Cemetery — Current operation							0		E03	0	133
	134	Purchase of land and equipment							0		G03	0	134
	135	Community center, zoo, marina, and auditorium	120,946	13,869					134,815		E61	134,815	135
	136	Other culture and recreation	87,648	10,673					98,321		E61	98,321	136
	137	Purchase of land and equipment							0		G61	0	137
	138	Construction							0		F61	0	138
	139	TOTAL CULTURE AND RECREATION	903,344	156,999		0	0	0	1,060,343			1,060,343	139
	140	Section E — COMMUNITY AND ECONOMIC DEVELOPMENT											140
	141	Community beautification — Current operation							0		E89	0	141
	142	Purchase of land and equipment							0		G89	0	142
	143	Economic development — Current operation		111,323	34,746				146,069		E89	146,069	143
	144	Purchase of land and equipment							0		G89	0	144
	145	Housing and urban renewal — Current operation							0		E50	0	145
	146	Purchase of land and equipment							0		G50	0	146
	147	Construction							0		F50	0	147
	148	Planning and zoning — Current operation	129,484	19,076					148,560		E29	148,560	148
	149	Purchase of land and equipment							0		G29	0	149
	150	Other community and economic development — Current operation							0		E89	0	150
	151	Purchase of land and equipment							0		G89	0	151
	152	Construction							0		F89	0	152
	153	TIF Rebates			656,850				656,850		E89	656,850	153
	154	TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT	129,484	130,399	691,596	0	0	0	951,479			951,479	154
	155												155
	156												156
	157												157
	158												158

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 — Continued										CITY OF NORWALK				<input checked="" type="checkbox"/> GAAP <input type="checkbox"/> NON-GAAP = CASH BASIS	
Part II	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.		
	159	Section F — GENERAL GOVERNMENT							64,578			64,578	159		
	160	Mayor, council and city manager — Current operation	59,306	5,272					0			64,578	160		
	161	Purchase of land and equipment							0			0	161		
	162	Clerk, Treasurer, financial administration — Current operation	181,380	13,444					194,824			194,824	162		
	163	Purchase of land and equipment							0			0	163		
	164	Elections — Current operation	10,077						10,077			10,077	164		
	165	Purchase of land and equipment							0			0	165		
	166	Legal services and city attorney — Current operation	76,728						76,728			76,728	166		
	167	Purchase of land and equipment							0			0	167		
	168	City hall and general buildings — Current operation	186,531	57,980					244,511			244,511	168		
	169	Purchase of land and equipment							0			0	169		
	170	Construction							0			0	170		
	171	Tort liability — Current operation							0			0	171		
	172	Other general government — Current operation	60,389	49,549					109,938			109,938	172		
	173	Purchase of land and equipment	20,081						20,081			20,081	173		
	174								0			0	174		
	175								0			0	175		
	176	TOTAL GENERAL GOVERNMENT	594,492	126,245	0	0	0	0	720,737			720,737	176		
	177	Section G — DEBT SERVICE							2,219,583			2,219,583	177		
	178								0			0	178		
	179								0			0	179		
	180								0			0	180		
	181								0			0	181		
	182	TOTAL DEBT SERVICE	0	0	0	2,219,583	0	0	2,219,583			2,219,583	182		
	183	Section H — REGULAR CAPITAL PROJECTS — Specify							3,021,730			3,021,730	183		
	184	Fire & police equipment, library, roof, street improvements							0			0	184		
	185								0			0	185		
	186								0			0	186		
	187	Subtotal Regular Capital Projects	0	0					3,021,730			3,021,730	187		
	188	— TIF CAPITAL PROJECTS — Specify							545,430			545,430	188		
	189								0			0	189		
	190								0			0	190		
	191								0			0	191		
	192	Subtotal TIF Capital Projects	0	0	0	0	545,430	0	545,430			545,430	192		
	193	TOTAL CAPITAL PROJECTS	0	0	0	0	3,567,160	0	3,567,160			3,567,160	193		
	194	TOTAL GOVERNMENTAL ACTIVITIES EXPENDITURES	4,577,991	1,862,244	691,596	2,219,583	3,567,160	0	12,918,574			12,918,574	194		
	195	(Sum of lines 40, 80, 103, 139, 154, 176, 182, 193)											195		
	196												196		

NON-GAAP = CASH BASIS

GAAP

CITY OF NORWALK

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 - Continued

Part II	Line No.	Item description	General (a)	Special revenue (b)	TIF Special revenue (c)	Debt service (d)	Capital projects (e)	Permanent Fund (f)	Total current governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (h)) (i)	Line No.
	197	Section I — BUSINESS TYPE ACTIVITIES											197
	198	Water — Current operation								894,715	E91	894,715	198
	199	Purchase of land and equipment									G91	0	199
	200	Construction								609,728	F91	609,728	200
	201	Sewer and sewage disposal — Current operation								1,483,765	E80	1,483,765	201
	202	Purchase of land and equipment								312,500	G80	312,500	202
	203	Construction								103,820	F80	103,820	203
	204	Electric — Current operation									E92	0	204
	205	Purchase of land and equipment									G92	0	205
	206	Construction									F92	0	206
	207	Gas Utility — Current operation									E93	0	207
	208	Purchase of land and equipment									G93	0	208
	209	Construction									F93	0	209
	210	Parking — Current operation									E60	0	210
	211	Purchase of land and equipment									G60	0	211
	212	Construction									F60	0	212
	213	Airport — Current operation									E01	0	213
	214	Purchase of land and equipment									G01	0	214
	215	Construction									F01	0	215
	216	Landfill/Garbage — Current operation									E81	0	216
	217	Purchase of land and equipment									G81	0	217
	218	Construction									F81	0	218
	219	Hospital — Current operation									E36	0	219
	220	Purchase of land and equipment									G36	0	220
	221	Construction									F36	0	221
	222	Transit — Current operation									E94	0	222
	223	Purchase of land and equipment									G94	0	223
	224	Construction									F94	0	224
	225	Cable TV, telephone, Internet — Current operation									E03	0	225
	226	Purchase of land and equipment									G03	0	226
	227	Housing authority — Current operation									E50	0	227
	228	Purchase of land and equipment									G50	0	228
	229	Construction									F50	0	229
	230	Storm water — Current operation									E80	163,322	230
	231	Purchase of land and equipment									G80	0	231
	232	Construction									F80	0	232
	233												233
	234												234
	235												235
	236												236

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 -- Continued										CITY OF NORWALK		<input checked="" type="checkbox"/> GAAP <input type="checkbox"/> NON-GAAP = CASH BASIS	
Part II	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code (i)	GRAND TOTAL (Sum of cols. (g) and (h)) (j)	Line No.
	237	Section I -- BUSINESS TYPE ACTIVITIES -- Cont.											237
	238	Other business type -- Current operation									E89	0	238
	239	Purchase of land and equipment									G89	0	239
	240	Construction									F89	0	240
	241											241	
	242	Enterprise Debt Service								683,397		683,397	242
	243	Enterprise Capital Projects										0	243
	244	Enterprise TIF Capital Projects										0	244
	245	Internal service funds -- Specify										0	245
	246											0	246
	247											0	247
	248											0	248
	249											0	249
	250											0	250
	251	TOTAL BUSINESS TYPE ACTIVITIES	4,577,991	1,862,244	691,596	2,219,583	3,567,160	0	12,918,574	4,251,247		17,169,821	252
	252												252
	253	TOTAL EXPENDITURES (Sum of lines 194 and 251)											253
	254	Section J -- OTHER FINANCING USES INCLUDING TRANSFERS OUT									NE		254
	255	Regular transfers out	155,300	538,540			93,311		787,151	857,677		1,644,828	255
	256	Internal TIF loans/repayments and transfers out			2,428,899				2,428,899			2,428,899	256
	257											0	257
	258	TOTAL OTHER FINANCING USES	155,300	538,540	2,428,899	0	93,311	0	3,216,050	857,677		4,073,727	258
	259	TOTAL EXPENDITURES AND OTHER FINANCING USES (Sum of lines 253 and 258)	4,733,291	2,400,784	3,120,495	2,219,583	3,660,471	0	16,134,624	5,108,924		21,243,548	259
	260												260
	261	Ending fund balance June 30, 2016:											261
	262	Governmental:											262
	263	Nonspendable											263
	264	Restricted		1,616,789	1,204,235	91,832			2,912,856			2,912,856	264
	265	Committed	53,486				2,235,013		2,288,499			2,288,499	265
	266	Assigned										0	266
	267	Unassigned	1,510,520						1,510,520			1,510,520	267
	268	Total Governmental	1,564,006	1,616,789	1,204,235	91,832	2,235,013	0	6,711,875	-141,656		6,570,219	268
	269	Proprietary											269
	270	Total ending fund balance June 30, 2016	1,564,006	1,616,789	1,204,235	91,832	2,235,013	0	6,711,875	-141,656		6,570,219	270
	271	TOTAL REQUIREMENTS (Sum of lines 259 and 270)	6,297,297	4,017,573	4,324,730	2,311,415	5,895,484	0	22,846,499	4,967,268		27,813,767	271
	272												272

Part III INTERGOVERNMENTAL EXPENDITURES CITY OF NORWALK

Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount, omit cents.

Purpose	Amount paid to other local governments
Correction.....	M05 \$
Health.....	M32
Highways.....	M44
Transit subsidies.....	M94
Libraries.....	M52
Police protection.....	M62
Severage.....	M80
Sanitation.....	M81
All other.....	M89 \$

Purpose	Amount paid to State
Highways.....	L44 \$
All other.....	L89 \$

Part IV SALARIES AND WAGES

Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

Total salaries and wages paid.....	Amount - Omit cents	
	2000 \$	
		3,404,036

Part V DEBT OUTSTANDING, ISSUED, AND RETIRED

A. Long-term debt	Debt outstanding JULY 1, 2015 (a)	Debt during the fiscal year		Debt Outstanding JUNE 30, 2016				Interest paid this year (h)
		Issued (b)	Retired (c)	General obligation (d)	TIF revenue (e)	Revenue (f)	Other (g)	
1. Water utility	19U \$ 786,357	29U \$	39U \$ 225,921	49U \$	49U \$	49U \$ 560,436	49U \$	191 \$ 16,577
2. Sewer utility	19U 382,500	29U 340,000	39U 382,500	49U	49U	49U 340,000	49U	189 11,530
3. Electric utility	19U	29U	39U	49U	49U	49U		192
4. Gas utility	19U	29U	39U	49U	49U	49U		193
5. Transit-bus	19U	29U	39U	49U	49U	49U		194
6. Industrial Revenue	19T	24T	34T		44T	44T		189
7. Mortgage revenue	19T	24T	34T		44T	44T		189
8. TIF revenue	19U	29U	39U	49U	49U	49U	49U	189
Other-Specify	19U	29U	39U	49U	49U	49U	49U	189
9. GO Bonds	10,865,000	4,475,000	4,300,000	11,040,000				341,649
San District (Lakewood)	19U 106,540	29U	39U 16,065	49U 90,475	49U	49U	49U	189 5,393
GO Bonds abated by TIF	19U 6,320,000	29U 4,570,000	39U 5,030,000	49U	49U 5,860,000	49U	49U	189 176,530
GO CLN	19U 172,500	29U	39U 172,500	49U	49U	49U	49U	189 4,955
Equipment	19U	29U	39U	49U	49U	49U	49U	189
13. Loan Lease	19U 29,375	29U	39U 29,375	49U	49U	49U	49U	189
14.	19U	29U	39U	49U	49U	49U	49U	189
Total long-term debt	18,662,272	9,385,000	10,158,361	11,130,475	5,860,000	900,436	0	556,634

B. Short-term debt	Amount - Omit cents	
Outstanding as of JULY 1, 2015	81V \$	
Outstanding as of JUNE 30, 2016	84V \$	

Part VI DEBT LIMITATION FOR GENERAL OBLIGATION BONDS	Amount - Omit cents	
Assessed Valuations by Levy Authority and County, AY2014/FY2016		
Actual valuation -- January 1, 2014	\$	652,323,802
		x .05 = \$
		32,616,190

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2016

Type of asset	Amount - Omit cents				
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	all other funds (d)	Total (e)
Cash and Investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	W01 \$	W31 \$		W61	
		3,162,989		3,248,089	6,411,078

REMARKS

V98

ERROR/REVIEW FLAGS LISTING PAGE
ERROR OR REVIEW FLAGS LISTED ON THIS PAGE ARE IN RED

PLEASE CORRECT ALL ERRORS DISPLAYED IN ORDER TO PREVENT THE REPORT FROM BEING RETURNED FOR CORRECTION.	
(1)	City Name
(2)	GAAP or NON-GAAP Report Basis
(3)	Beginning Fund Balance
(4)	Ending Fund Balance Budget
(5)	Ending Fund Balance / Cash and Investment Assets Comparison (Applicable to NON-GAAP Only)
(6)	Transfers In / Transfers Out Comparisons
(7)	Unspent Ending Balance Allocation
(8)	Salaries and Wages
(9)	Cash and Investments

RESOLUTION NO. _____

**Resolution approving Annual Financial Report (AFR) for
the City of Norwalk**

WHEREAS, Chapter 384.22 of the Code of Iowa requires the City file an Annual Financial Report (AFR) with the Auditor of State by December 1 of each year; and

WHEREAS, the report is now complete and submitted to the City Council for approval.

THEREFORE BE IT RESOLVED, By the City Council of the City of Norwalk, Iowa, the fiscal year 2015-2016 Annual Financial Report is hereby approved for submittal to the Auditor of the State of Iowa.

Passed and adopted this 17th day of November, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Kuhl	___	___	___
Riva	___	___	___
Isley	___	___	___
Lester	___	___	___
Livingston	___	___	___

Levy Authority Summary

Local Government Name: NORWALK
 Local Government Number: 91G878

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
NORWALK URBAN RENEWAL	91005	12

TIF Debt Outstanding: 11,057,928

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015:	2,415,531	0	Amount of 07-01-2015 Cash Balance Restricted for LMI
--	-----------	---	--

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	1,909,204
Property Tax Replacement Claims:	0
Asset Sales & Loan Repayments:	0
Total Revenue:	1,909,204

Rebate Expenditures:	656,850
Non-Rebate Expenditures:	2,463,644
Returned to County Treasurer:	0
Total Expenditures:	3,120,494

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016:	1,204,241	0	Amount of 06-30-2016 Cash Balance Restricted for LMI
--	-----------	---	--

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 6,733,193

Urban Renewal Area Data Collection

Local Government Name: NORWALK (91G878)
 Urban Renewal Area: NORWALK URBAN RENEWAL
 UR Area Number: 91005
 UR Area Creation Date: 11/1997
 UR Area Purpose: economic development

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
NORWALK CITY/NORWALK SCH/ORIGINAL UR TIF INCREM	91214	91215	25,400,497
NORWALK CITY/NORWALK SCH/AMEND 2 HOUSE UR TIF INCREM	91220	91221	0
NORWALK CITY AG/NORWALK SCH/AMEND 3 COL MED UR TIF INCREM	91222	91223	0
NORWALK CITY/NORWALK SCH/AMEND 4 LEGACY UR TIF INCREM	91237	91238	12,423,731
NORWALK CITY AG/NORWALK SCH/LEGACY AMEND 4 UR TIF INCREM	91239	91240	0
NORWALK CITY/NORWALK SCH/AMEND 3 COL MED UR TIF INCREM	91241	91242	0
NORWALK CITY/NORWALK SCH/AMEND 1 NBC UR TIF INCREM	91243	91244	4,229,163
NORWALK CITY AG/NORWALK SCH/ORIGINAL UR TIF INCREM	91245	91246	30,039
NORWALK CITY/NORWALK SCH/AMEND 5 ECHO VALLEY UR TIF INCREM	91252	91253	14,972,295
NORWALK CITY AG/NORWALK SCH/AMEND 5 ECHO VAL UR TIF INCRE	91254	91255	49,986
NORWALK CITY AG/NORWALK SCH/UR AREA #2 TIF INCREM	91327	91328	28,900
NORWALK CITY/NORWALK SCH/URAREA #2 TIF	91331	91332	1,998,630

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	475,500	53,815,940	33,672,390	1,750,700	0	-61,116	89,653,414	0	89,653,414
Taxable	212,560	29,993,509	30,305,152	1,575,630	0	-61,116	62,025,735	0	62,025,735
Homestead Credits									120

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: **2,415,531** **0** **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 1,909,204
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,909,204

Rebate Expenditures: 656,850
 Non-Rebate Expenditures: 2,463,644
 Returned to County Treasurer: 0
Total Expenditures: 3,120,494

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: **1,204,241** **0** **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Projects For NORWALK URBAN RENEWAL

2001 McAninch Sports Complex

Description: municipal ball fields
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: Yes
Payments Complete: No

Expanded Fire (2005B Bond issue)

Description: expanded fire station at the public safety building
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: Yes
Payments Complete: No

City Hall (2010D Bond Issue)

Description: City Hall renovation
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: Yes
Payments Complete: No

Public Works (2010A Bond Issue)

Description: Public Works Facility Construction
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: Yes
Payments Complete: No

Echo Valley Golf Course

Description: Private golf course development
Classification: Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete: Yes
Payments Complete: No

Holmes Chevrolet

Description: construction of Chevrolet dealership
Classification: Commercial - retail
Physically Complete: Yes
Payments Complete: No

Fiber Optics

Description: connecting city facilities via fiber optics
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: Yes

Payments Complete: No

Westcom

Description: upgrading public safety communications per federal mandates
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: Yes
Payments Complete: No

Public Works

Description: expanding public works storage and work facilities (additional expenditures outside of bond proceeds)
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: Yes
Payments Complete: No

City Hall

Description: expanding and rennovating city hall (additional expenses outside of bond proceeds)
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: Yes
Payments Complete: No

Colonial Parkway

Description: road construction for Capital City Fruit Project
Classification: Industrial/manufacturing property
Physically Complete: Yes
Payments Complete: No

2001 Norwalk Business Center

Description: land acquisition and infrastructure
Classification: Industrial/manufacturing property
Physically Complete: Yes
Payments Complete: No

2001 Legacy Infrastructure

Description: streets, right-of-way acquisition, construction
Classification: Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete: Yes
Payments Complete: No

Capital City Fruit

Description: new building construction
Classification: Commercial - retail
Physically Complete: Yes
Payments Complete: No

La Quercia

Description: expansion of existing business
Classification: Commercial - retail
Physically Complete: Yes
Payments Complete: No

O'Leary

Description: construction of funeral home and floral shop
Classification: Commercial-Medical
Physically Complete: Yes
Payments Complete: No

2012A Emergency Equipment

Description: acquisition of emergency communications and dispatch equipment
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: Yes
Payments Complete: No

2012B Refunding

Description: refunding of previously issued urban renewal debt
Classification: Commercial - retail
Physically Complete: Yes
Payments Complete: No

Iowa Health

Description: new medical facilities
Classification: Commercial-Medical
Physically Complete: Yes
Payments Complete: Yes

Echo Valley Ridge

Description: residential properties
Classification: Residential property (classified residential)
Physically Complete: Yes
Payments Complete: No

Mc Aninch Sports Fields

Description: Athletic resurfacing and related costs
Classification: Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete: Yes
Payments Complete: No

Bond registration fees

Description: Payment to paying agent for all bonds
Classification: Administrative expenses
Physically Complete: Yes
Payments Complete: No

2010C Refunding

Description: Refunding Bonds
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: Yes
Payments Complete: No

Loffredo

Description: New Building Construction
Classification: Industrial/manufacturing property
Physically Complete: No
Payments Complete: No

Hy-Vee

Description: New Building Construction
Classification: Commercial - retail
Physically Complete: No
Payments Complete: No

Economic Development

Description: Economic Development Expenses
Classification: Administrative expenses
Physically Complete: No
Payments Complete: No

Rowe Industrial Development

Description: Industrial Development
Classification: Industrial/manufacturing property
Physically Complete: Yes
Payments Complete: No

Regional Stormwater Detention

Description: Regional Stormwater Detention
Classification: Industrial/manufacturing property
Physically Complete: No
Payments Complete: No

FY16 Admin Advance

Description: Administrative Advances
Classification: Administrative expenses
Physically Complete: No
Payments Complete: No

Commercial Infrastructure Project

Description:	Construction of Cedar Street
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For NORWALK URBAN RENEWAL

GO UR Bonds, 2010A-refunded

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	200,000
Interest:	117,070
Total:	317,070
Annual Appropriation?:	No
Date Incurred:	08/25/2010
FY of Last Payment:	2017

GO Urban Renewal Bonds, Series 2010D-refunded

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	60,000
Interest:	36,740
Total:	96,740
Annual Appropriation?:	No
Date Incurred:	10/21/2010
FY of Last Payment:	2017

GO Refunding Bonds 2012B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,030,000
Interest:	41,700
Total:	1,071,700
Annual Appropriation?:	No
Date Incurred:	04/04/2012
FY of Last Payment:	2020

2501 Sunset (Holmes Chevrolet)

Debt/Obligation Type:	Rebates
Principal:	248,520
Interest:	0
Total:	248,520
Annual Appropriation?:	Yes
Date Incurred:	04/07/2005
FY of Last Payment:	2020

Priebe

Debt/Obligation Type:	Rebates
Principal:	355,064
Interest:	0
Total:	355,064
Annual Appropriation?:	Yes
Date Incurred:	05/16/2005
FY of Last Payment:	2020

Echo Valley/The Ridge (Coppola)

Debt/Obligation Type:	Rebates
Principal:	1,244,305
Interest:	0
Total:	1,244,305
Annual Appropriation?:	Yes
Date Incurred:	06/26/2004
FY of Last Payment:	2024

Capital City Fruit

Debt/Obligation Type:	Rebates
Principal:	905,037
Interest:	0
Total:	905,037
Annual Appropriation?:	Yes
Date Incurred:	04/22/2011
FY of Last Payment:	2024

La Quercia

Debt/Obligation Type:	Rebates
Principal:	24,566
Interest:	0
Total:	24,566
Annual Appropriation?:	Yes
Date Incurred:	06/21/2012
FY of Last Payment:	2019

O'Leary

Debt/Obligation Type:	Rebates
Principal:	15,595
Interest:	0
Total:	15,595
Annual Appropriation?:	Yes
Date Incurred:	03/07/2013
FY of Last Payment:	2021

Colonial Parkway

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/20/2013
FY of Last Payment:	2015

Loffredo

Debt/Obligation Type:	Rebates
-----------------------	---------

Principal: 151,500
Interest: 0
Total: 151,500
Annual Appropriation?: Yes
Date Incurred: 12/27/2013
FY of Last Payment: 2021

Hy-Vee

Debt/Obligation Type: Rebates
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: Yes
Date Incurred: 11/06/2014
FY of Last Payment: 2030

Iowa Health

Debt/Obligation Type: Rebates
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: Yes
Date Incurred: 03/05/2009
FY of Last Payment: 2015

Rowe

Debt/Obligation Type: Rebates
Principal: 47,831
Interest: 0
Total: 47,831
Annual Appropriation?: Yes
Date Incurred: 09/17/2009
FY of Last Payment: 2020

Stormwater Detention

Debt/Obligation Type: Other Debt
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: Yes
Date Incurred: 03/06/2014
FY of Last Payment: 2018

FY16 Admin Expenses

Debt/Obligation Type: Internal Loans
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: Yes

Date Incurred: 07/01/2015
FY of Last Payment: 2016

Cedar Street Extension

Debt/Obligation Type: Other Debt
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: Yes
Date Incurred: 07/01/2015
FY of Last Payment: 2017

Infrastructure Projects

Debt/Obligation Type: Other Debt
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: Yes
Date Incurred: 07/01/2015
FY of Last Payment: 2017

United Properties (Coppola)

Debt/Obligation Type: Other Debt
Principal: 1,300,000
Interest: 0
Total: 1,300,000
Annual Appropriation?: Yes
Date Incurred: 01/21/2016
FY of Last Payment: 2017

GO UR Bonds, Series 2016

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 4,530,000
Interest: 750,000
Total: 5,280,000
Annual Appropriation?: No
Date Incurred: 06/16/2016
FY of Last Payment: 2028

Non-Rebates For NORWALK URBAN RENEWAL

TIF Expenditure Amount: 310,970
 Tied To Debt: GO UR Bonds, 2010A-refunded
 Tied To Project: Public Works (2010A Bond Issue)

TIF Expenditure Amount: 98,560
 Tied To Debt: GO Urban Renewal Bonds, Series
 2010D-refunded
 Tied To Project: City Hall (2010D Bond Issue)

TIF Expenditure Amount: 268,500
 Tied To Debt: GO Refunding Bonds 2012B
 Tied To Project: 2012B Refunding

TIF Expenditure Amount: 800,000
 Tied To Debt: Stormwater Detention
 Tied To Project: Regional Stormwater Detention

TIF Expenditure Amount: 600,000
 Tied To Debt: Cedar Street Extension
 Tied To Project: Economic Development

TIF Expenditure Amount: 54,745
 Tied To Debt: FY16 Admin Expenses
 Tied To Project: Economic Development

TIF Expenditure Amount: 330,869
 Tied To Debt: Infrastructure Projects
 Tied To Project: Economic Development

Rebates For NORWALK URBAN RENEWAL

2501 Sunset

TIF Expenditure Amount: 127,952
 Rebate Paid To: Holmes Chevrolet
 Tied To Debt: 2501 Sunset (Holmes Chevrolet)
 Tied To Project: Holmes Chevrolet
 Projected Final FY of Rebate: 2021

3150 Echo Valley Drive

TIF Expenditure Amount: 88,766
 Rebate Paid To: Colonial Meadows, LC (Priebe)
 Tied To Debt: Priebe
 Tied To Project: Echo Valley Golf Course
 Projected Final FY of Rebate: 2020

Echo Valley/The Ridge

TIF Expenditure Amount: 375,536
 Rebate Paid To: United Properties (Cappola)
 Tied To Debt: Echo Valley/The Ridge (Coppola)
 Tied To Project: Echo Valley Ridge
 Projected Final FY of Rebate: 2024

1805 Colonial Parkway

TIF Expenditure Amount: 63,320
 Rebate Paid To: Colonial Parkway
 Tied To Debt: Capital City Fruit
 Tied To Project: Capital City Fruit
 Projected Final FY of Rebate: 2024

Hakes Drive

TIF Expenditure Amount: 1,276
 Rebate Paid To: LaQuercia
 Tied To Debt: La Quercia
 Tied To Project: La Quercia
 Projected Final FY of Rebate: 2020

Jobs For NORWALK URBAN RENEWAL

Project:	Capital City Fruit
Company Name:	Capital City Fruit Co.
Date Agreement Began:	04/22/2011
Date Agreement Ends:	04/22/2025
Number of Jobs Created or Retained:	110
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	10,000,000
Total Estimated Cost of Public Infrastructure:	1,716,000

Project:	Loffredo
Company Name:	Loffredo
Date Agreement Began:	12/27/2013
Date Agreement Ends:	06/30/2020
Number of Jobs Created or Retained:	145
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	6,000,000
Total Estimated Cost of Public Infrastructure:	0

TIF Taxing District Data Collection

Local Government Name: NORWALK (91G878)
 Urban Renewal Area: NORWALK URBAN RENEWAL (91005)
 TIF Taxing District Name: NORWALK CITY/NORWALK SCH/ORIGINAL UR TIF INCREM
 TIF Taxing District Inc. Number: 91215
 TIF Taxing District Base Year: 1996
 FY TIF Revenue First Received: 1999
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2018

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1997

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	13,017,140	23,293,415	0	0	-29,632	36,280,923	0	36,280,923
Taxable	0	7,254,914	20,964,074	0	0	-29,632	28,189,356	0	28,189,356
Homestead Credits									55

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	8,582,527	27,728,028	25,400,497	2,327,531	73,815

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORWALK (91G878)
 Urban Renewal Area: NORWALK URBAN RENEWAL (91005)
 TIF Taxing District Name: NORWALK CITY/NORWALK SCH/AMEND 2 HOUSE UR TIF INCREM
 TIF Taxing District Inc. Number: 91221
 TIF Taxing District Base Year: 1998
 FY TIF Revenue First Received: 1999
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2018

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1997

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	103,931	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORWALK (91G878)
 Urban Renewal Area: NORWALK URBAN RENEWAL (91005)
 TIF Taxing District Name: NORWALK CITY AG/NORWALK SCH/AMEND 3 COL MED UR TIF INCREM
 TIF Taxing District Inc. Number: 91223
 TIF Taxing District Base Year: 1998
 FY TIF Revenue First Received: 1999
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2018

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1997

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	59,276	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORWALK (91G878)
 Urban Renewal Area: NORWALK URBAN RENEWAL (91005)
 TIF Taxing District Name: NORWALK CITY/NORWALK SCH/AMEND 4 LEGACY UR TIF INCREM
 TIF Taxing District Inc. Number: 91238
 TIF Taxing District Base Year: 2000
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2023

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1997

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	19,075,600	2,024,300	0	0	-29,632	21,070,268	0	21,070,268
Taxable	0	10,631,493	1,821,870	0	0	-29,632	12,423,731	0	12,423,731
Homestead Credits									49

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	104,900	12,423,731	12,423,731	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORWALK (91G878)
 Urban Renewal Area: NORWALK URBAN RENEWAL (91005)
 TIF Taxing District Name: NORWALK CITY AG/NORWALK SCH/LEGACY AMEND 4 UR TIF INCREM
 TIF Taxing District Inc. Number: 91240
 TIF Taxing District Base Year: 2000
 FY TIF Revenue First Received: 2011
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1997

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	53,000	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORWALK (91G878)
 Urban Renewal Area: NORWALK URBAN RENEWAL (91005)
 TIF Taxing District Name: NORWALK CITY/NORWALK SCH/AMEND 3 COL MED UR TIF INCREM
 TIF Taxing District Inc. Number: 91242
 TIF Taxing District Base Year: 1998
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2023

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1997

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	481,673	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORWALK (91G878)
 Urban Renewal Area: NORWALK URBAN RENEWAL (91005)
 TIF Taxing District Name: NORWALK CITY/NORWALK SCH/AMEND 1 NBC UR TIF INCREM
 TIF Taxing District Inc. Number: 91244
 TIF Taxing District Base Year: 1996
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2023

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1997

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,037,200	2,306,075	1,750,700	0	0	5,093,975	0	5,093,975
Taxable	0	578,065	2,075,468	1,575,630	0	0	4,229,163	0	4,229,163
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	14,937	4,229,163	4,229,163	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORWALK (91G878)
 Urban Renewal Area: NORWALK URBAN RENEWAL (91005)
 TIF Taxing District Name: NORWALK CITY AG/NORWALK SCH/ORIGINAL UR TIF INCREM
 TIF Taxing District Inc. Number: 91246
 TIF Taxing District Base Year: 1996
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2023

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1997

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	67,200	0	0	0	0	0	67,200	0	67,200
Taxable	30,039	0	0	0	0	0	30,039	0	30,039
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	19,951	30,039	30,039	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORWALK (91G878)
 Urban Renewal Area: NORWALK URBAN RENEWAL (91005)
 TIF Taxing District Name: NORWALK CITY/NORWALK SCH/AMEND 5 ECHO VALLEY UR TIF INCREM
 TIF Taxing District Inc. Number: 91253
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2005
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1997

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	20,686,000	3,827,900	0	0	-1,852	24,512,048	0	24,512,048
Taxable	0	11,529,037	3,445,110	0	0	-1,852	14,972,295	0	14,972,295
Homestead Credits									14

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	2,429,800	14,972,295	14,972,295	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORWALK (91G878)
 Urban Renewal Area: NORWALK URBAN RENEWAL (91005)
 TIF Taxing District Name: NORWALK CITY AG/NORWALK SCH/AMEND 5 ECHO VAL UR TIF INCRE
 TIF Taxing District Inc. Number: 91255
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2011
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	11/1997

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	218,500	0	0	0	0	0	218,500	0	218,500
Taxable	97,677	0	0	0	0	0	97,677	0	97,677
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	132,220	86,280	49,986	36,294	827

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORWALK (91G878)
 Urban Renewal Area: NORWALK URBAN RENEWAL (91005)
 TIF Taxing District Name: NORWALK CITY AG/NORWALK SCH/UR AREA #2 TIF INCREM
 TIF Taxing District Inc. Number: 91328
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	189,800	0	0	0	0	0	189,800	0	189,800
Taxable	84,844	0	0	0	0	0	84,844	0	84,844
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	160,900	28,900	28,900	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: NORWALK (91G878)
 Urban Renewal Area: NORWALK URBAN RENEWAL (91005)
 TIF Taxing District Name: NORWALK CITY/NORWALK SCH/URAREA #2 TIF
 TIF Taxing District Inc. Number: 91332
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,220,700	0	0	0	2,220,700	0	2,220,700
Taxable	0	0	1,998,630	0	0	0	1,998,630	0	1,998,630
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	3,300	1,998,630	1,998,630	0	0

FY 2016 TIF Revenue Received: 0

RESOLUTION NO. _____

**Resolution approving Annual Urban Renewal Report (URA)
for the City of Norwalk**

WHEREAS, Chapter 331.403(3), 357H.9(2) and 384.22(2) of the Code of Iowa requires the City file an Annual Urban Renewal Report with the Iowa Department of Management by December 1 of each year; and

WHEREAS, the report is now complete and submitted to the City Council for approval.

THEREFORE BE IT RESOLVED, By the City Council of the City of Norwalk, Iowa, the fiscal year 2015-2016 Annual Urban Renewal Report is hereby approved for submittal to the Iowa Department of Management.

Passed and adopted this 17th day of November, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Kuhl	___	___	___
Riva	___	___	___
Isley	___	___	___
Lester	___	___	___
Livingston	___	___	___

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Norwalk County: Warren

Urban Renewal Area Name: Norwalk Consolidated Urban Renewal Areas

Urban Renewal Area Number: 91005 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ **4,685,586**

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 17th day of November, 2016

Signature of Authorized Official 515.981.9520

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Norwalk County: Warren

Urban Renewal Area Name: Norwalk Consolidated Urban Renewal Areas

Urban Renewal Area Number: 91005 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>FY 18 Echo Valley Rebate payment</u> <u>Agreement adopted 07.26.2004</u> <hr/> <hr/>	<u>11-17-16</u>	<u>754,055</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>Norwalk Chamber</u> <u>Agreement adopted 08.05.13</u> <hr/> <hr/>	<u>11-17-16</u>	<u>13,500</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. <u>Bond paying agent costs FY17</u> <hr/> <hr/>	<u>11-17-16</u>	<u>2,000</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. <u>Professional fees related to economic development in Urban Renewal areas</u> <u>FY17</u> <hr/> <hr/>	<u>11-17-16</u>	<u>34,746</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. <u>Capital City Fruit FY 18</u> <u>Agreement adopted 04.21.11</u> <hr/> <hr/>	<u>11-17-16</u>	<u>80,222</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 884,523

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Norwalk County: Warren

Urban Renewal Area Name: Norwalk Consolidated Urban Renewal Areas

Urban Renewal Area Number: 91005 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. Rowe Electronic FY 18 Agreement Adopted Full amount has been previously certified	11-17-16	0
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
7. Holmes FY 18 Agreement Adopted 09.06.2007	11-17-16	62,130
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
8. La Quercia FY18 Agreement adopted Full amount has been previously certified	11-17-16	0
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
9. O'Leary FY18 Agreement adopted 04.21.11 Full amount has been previously certified	11-17-16	0
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
10. Loffredo Gardens (Produce Innovations) FY18 Agreement adopted 12.27.13	11-17-16	31,119
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 93,249

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Norwalk County: Warren

Urban Renewal Area Name: Norwalk Consolidated Urban Renewal Areas

Urban Renewal Area Number: 91005 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
11. Loffredo Gardens (Produce Innovations) FY18 Agreement adopted 12.27.13 Previous expenses not certified	11-17-16	52,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
12. Priebe FY18 Agreement Adopted	11-17-16	88,766
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
13. Series 2016 GO Bond Payments for FY17	11-17-16	680,160
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
14. Series 2017 GO Bond Payments for FY18	11-17-16	967,143
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
15. Series 2016 GO Bond Fees for FY17	11-17-16	2,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 4.

Total For City TIF Form 1.1 Page 3: 1,790,069

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Norwalk County: Warren

Urban Renewal Area Name: Norwalk Consolidated Urban Renewal Areas

Urban Renewal Area Number: 91005 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
16. United Properties Development Agreement (1-21-16)	11-17-16	1,300,000
_____	_____	_____
_____	_____	_____
_____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
17. Stormwater Detention Facility (Elizabeth Holland Park)	11-17-16	617,745
_____	_____	_____
_____	_____	_____
_____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
18. _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
19. _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
20. _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

Total For City TIF Form 1.1 Page 4: 1,917,745

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

RESOLUTION NO. _____

**Resolution approving Tax Increment Finance (TIF)
Certification for the City of Norwalk**

WHEREAS, Iowa law requires the City certify tax increment financing debt with the County Auditor by December 1 of each year; and

WHEREAS, the report is now complete and submitted to the City Council for approval.

THEREFORE BE IT RESOLVED, By the City Council of the City of Norwalk, Iowa, the fiscal year 2017-2018 Annual Tax Increment Finance (TIF) Certification is hereby approved for submittal to the Warren County Auditor.

Passed and adopted this 17th day of November, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Kuhl	___	___	___
Riva	___	___	___
Isley	___	___	___
Lester	___	___	___
Livingston	___	___	___



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6g
For Meeting of 11.17.2016

ITEM TITLE: Resolution Approving the Replacement of an Existing 1-Ton Truck and Refurbishing of a 2002 Dump Truck

CONTACT PERSON: Tim Hoskins, Public Works Director

SUMMARY EXPLANATION & HISTORY:

Public Works has \$130,000.00 in the current budget for the replacement of a 1-ton truck and equipment replacement on an existing 2002 dump truck. The 1-ton truck it consists of a cab chassis, a dump body and snow plow. We took state bids looking at all options and are using the lowest quotes available. We also received competitive quotations for the dump body and snow plow.

For the refurbishment of the dump truck we're replacing the dump body, hydraulics, and adding a wing. Costs are as follows:

1-ton truck	\$ 53,374.00	
Dump Truck equip.	<u>\$ 60,592.00</u>	
Total	\$113,966.00	\$16,034.00 below budget

A new fully equipped dump truck costs approximately \$165,000.00. In an effort to keep costs contained as much as possible we evaluate the condition of each piece of equipment as it reaches its replacement cycle. In the case of this truck and the one last year, we had solid chassis with deteriorated equipment. This vehicle has 34,400 miles with good maintenance records. As a result we refurbished these trucks with new dump bodies and added a wing and extend the life of these trucks additional 5 or more years.

FUNDING: Funds for equipment replacement and upgrades come from the replacement budget.

ALTERNATIVES:

1. Do nothing with aging equipment.
2. Cycle equipment on a set schedule.
3. Evaluate each piece of equipment as it approaches it replacement cycle for alternatives
4. Replace the 1-ton truck and refurbish the 2002 dump truck.

RECOMMENDATION:

Replace the 1 ton truck using a combination of state bid and competitive quotes. Refurbish the 2002 dump truck in our fleet with new dump body and wing.

Staff recommends Alternative 3 & 4.

RESOLUTION NO

RESOLUTION APPROVING THE PURCHASE OF A NEW 1-TON TRUCK & REFURBISHING AN EXISTING DUMP TRUCK

WHEREAS, there is \$130,000.00 budgeted for the replacement of a 1-ton truck and refurbishment of an existing 2002 dump truck; and,

WHEREAS, utilizing state bids for the 1-ton truck chassis and competing quotations for the dump body and snow plow for this vehicle; and,

WHEREAS, taking an existing 2002 dump truck chassis and equipping it with a new dump body and installing a wing to extend the useful life of that vehicle in the system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, approval of a new 1-ton truck and the refurbishing of an existing 2002 dump truck for a total expense of \$113,966.00 is approved at this time.

Passed and approved this 17th day of November 2015.

Tom Phillips, Mayor

ATTEST:
Jodi Eddleman, City Clerk

ROLL CALL VOTE:	Aye	Nay	Abstain	Absent
Isley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kuhl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lester	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Livingston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Riva	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTION NO. _____

Authorizing the Disposal of JD Riding Mower

WHEARAS, the City of Norwalk has ownership of the following equipment; 1992 JD 455 mower, diesel, in non-working condition (blown motor); and

WHEREAS, the above equipment will be donated to the Norwalk High School Auto Mechanic I & II programs; and

WHEREAS, this equipment is deemed to have no marketable value and is of no further use to the city.

NOW THEREFORE BE IT RESOLVED By the City Council of the City of Norwalk, Iowa, that staff is authorized to dispose of the equipment.

PASSED and APPROVED, this 17th day of November, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

ROLL CALL VOTE: Aye Nay Absent

Isley	_____	_____	_____
Kuhl	_____	_____	_____
Lester	_____	_____	_____
Livingston	_____	_____	_____
Riva	_____	_____	_____

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Road Contractors, Inc.)

443891-48

Norwalk, Iowa

November 17, 2016

A meeting of the City Council of the City of Norwalk, Iowa, was held at _____ o'clock ____m., on November 17, 2016, at the _____, Norwalk, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. _____

Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Road Contractors, Inc., Including Annual Appropriation Tax Increment Payments in an Amount not to Exceed \$2,300,000

WHEREAS, the City of Norwalk, 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 Norwalk Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area 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, 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 Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Road Contractors, Inc. (the “Developer”) in connection with the development of real estate for commercial use and the corresponding construction of public infrastructure improvements; and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of annual appropriation incremental property tax payments in an amount not to exceed \$2,300,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Norwalk, Iowa, as follows:

Section 1. This City Council shall meet on December 1, 2016, at _____ o’clock _____.m., at the _____, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Administrator is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
ROAD CONTRACTORS, INC. AND AUTHORIZATION OF ANNUAL APPROPRIATION
TAX INCREMENT PAYMENTS

The City Council of the City of Norwalk, Iowa, will meet at the _____, on December 1, 2016, at _____ o'clock ____m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Road Contractors, Inc. (the "Developer"), in connection with the development of real estate for commercial use and the corresponding construction of public infrastructure improvements, which Agreement provides for certain financial incentives in the form of incremental property tax payments to the Developer in a total amount not exceeding \$2,300,000 as authorized by Section 403.9 of the Code of Iowa.

The agreement to make incremental property tax payments to the Developer will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Norwalk Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Norwalk, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Luke Nelson
City Administrator

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 17, 2016.

Mayor

Attest:

City Administrator

••••

On motion and vote the meeting adjourned.

Mayor

Attest:

City Administrator

STATE OF IOWA
COUNTY OF WARREN SS:
CITY OF NORWALK

I, the undersigned, City Administrator of the City of Norwalk, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2016.

City Administrator

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

November 10, 2016

Via Email

Luke Nelson
City Administrator/City Hall
Norwalk, IA

Re: Development Agreement (Road Contractors, Inc.)
Our File No. 443891-48

Dear Luke:

Attached please find proceedings to enable the City Council to act on November 17, 2016 to set December 1, 2016 as the date for a public hearing on the proposed Development Agreement with Road Contractors, Inc., including the proposal for tax increment payments. A draft of the Development Agreement will follow soon for review and comment.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and fax a copy of the published notice to us at (515) 283-1060.

We will prepare and forward to you in time for the December 1, 2016 meeting the necessary proceedings to approve the Agreement.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact Amy Bjork or me if you have questions.

Best regards,

John P. Danos

Attachments



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6J
For Meeting of 11.17.2016

ITEM TITLE: Resolution authorizing the use of a Preliminary Official Statement for the sale of bonds, G.O. Series 2017

CONTACT PERSON: Jean Furler, Finance Director

SUMMARY EXPLANATION: The preliminary official statement has been prepared by staff, UMB and Public Financial Management Advisors for potential customers and will be circulated to gauge the level of interest among prospective investors by giving information regarding Norwalk's financial position. **THE POS WILL BE E-MAILED TO COUNCIL MONDAY, NOVEMBER 14, 2016.**

<p><input checked="" type="checkbox"/> Resolution _____ Ordinance _____ Contract _____ Other (Specify) _____</p> <p>Funding Source: _____</p> <p>APPROVED FOR SUBMITTAL _____</p>

STAFF RECOMMENDATION: Approve Preliminary Official Statement for the sale of General Obligation Bonds, Series 2017.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUE - DTC BOOK ENTRY ONLY

RATING: S&P Global Ratings: “_____”
(See “Rating” herein.)

In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming compliance with certain covenants, the interest on the Bonds will be excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code of 1986 (the “Code”); provided however such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes). In the opinion of Bond Counsel, the Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. See “TAX EXEMPTION AND RELATED TAX MATTERS” herein.

6,925,000*
City of Norwalk, Iowa
General Obligation Corporate Purpose Bonds,
Series 2017A

Dated: Date of Delivery

Due: As shown on inside cover

The 6,925,000* General Obligation Corporate Purpose Bonds, Series 2017A (the “Bonds”) are being issued in fully registered form in denominations of \$5,000 or any integral multiple thereof pursuant to the provisions of Chapters 384 and 76 of the Code of Iowa, 2015, as amended and a resolution authorizing issuance of the Bonds (the “Resolution”) expected to be adopted by the City of Norwalk, Iowa (the “Issuer” or the “City”) on December 15, 2016*. The Depository Trust Company, New York, New York (“DTC”) will act as the securities depository for the Bonds and its nominee, Cede & Co., will be the registered owner of the Bonds. Individual purchases of the Bonds will be recorded on a book-entry only system operated by DTC. Purchasers of the Bonds will not receive certificates representing their interest in the Bonds purchased. So long as DTC or its nominee, Cede & Co., is the Bondholder, the principal of, premium, if any, and interest on the Bonds will be paid by Bankers Trust Company, Des Moines, Iowa as Registrar and Paying Agent (the “Registrar”), or its successor, to DTC, or its nominee, Cede & Co. Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants as more fully described herein. Neither the Issuer nor the Registrar will have any responsibility or obligation to such DTC Participants, indirect participants or the persons for whom they act as nominee with respect to the Bonds. See “APPENDIX E – BOOK-ENTRY SYSTEM” herein.

The Bonds will bear interest from their dated date, payable semiannually on each June 1 and December 1, commencing December 1, 2017*. The Bonds are subject to redemption by the Issuer prior to their stated maturities in the manner and at the time described herein. All of the Bonds then outstanding are subject to redemption at the option of the Issuer, as a whole or in part, from any source of available funds, on June 1, 2024* or on any date thereafter at a redemption price equal to the principal amount of the Bonds, together with accrued interest to the date fixed for redemption, without premium. See “THE BONDS – Redemption” herein.

The Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See “SECURITY AND SOURCE OF PAYMENT” herein.

Proceeds of the Bonds will be used for the purpose of constructing street, water system, sanitary sewer system and storm water drainage system improvements, installing street lighting and signalization improvements and acquiring a fire truck for use by the municipal fire department, and paying certain costs of issuance related to the Bonds. See “PLAN OF FINANCING” herein.

The Bonds are being offered when, as and if issued by the Issuer and accepted by the Underwriter, subject to receipt of an opinion as to legality, validity and tax exemption by Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel. Dorsey & Whitney LLP is also serving as Disclosure Counsel to the Issuer in connection with the issuance of the Bonds. It is expected that the Bonds in the definitive form will be available for delivery through the facilities of DTC on or about January 3, 2017.*



The Date of this Official Statement is December __, 2016

* Preliminary, subject to change

6,925,000*
City of Norwalk, Iowa
General Obligation Corporate Purpose Bonds,
Series 2017A

MATURITY SCHEDULE

<u>Due</u>	<u>Amount</u> *	<u>Rate</u> *	<u>Yield</u> *	<u>Cusip Num.</u> **	<u>Due</u>	<u>Amount</u> *	<u>Rate</u> *	<u>Yield</u> *	<u>Cusip Num.</u> **
June 1, 2018	\$345,000				June 1, 2026	\$475,000			
June 1, 2019	\$410,000				June 1, 2027	\$480,000			
June 1, 2020	\$420,000				June 1, 2028	\$490,000			
June 1, 2021	\$430,000				June 1, 2029	\$500,000			
June 1, 2022	\$440,000				June 1, 2030	\$510,000			
June 1, 2023	\$445,000				June 1, 2031	\$525,000			
June 1, 2024	\$455,000				June 1, 2032	\$535,000			
June 1, 2025	\$465,000								

* Preliminary, subject to change.

** CUSIP numbers shown above have been assigned by a separate organization not affiliated with the Issuer. The Issuer has not selected nor is responsible for selecting the CUSIP numbers assigned to the Bonds nor do they make any representation as to the correctness of such CUSIP numbers on the Bonds or as indicated above.

No dealer, broker, salesman or any other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such information or representations must not be relied upon as having been authorized by the Issuer or the Underwriter. This Official Statement does not constitute an offer to sell or a solicitation of any offer to buy any of the securities offered hereby in any state to any persons to whom it is unlawful to make such offer in such state. Except where otherwise indicated, this Official Statement speaks as of the date hereof. Neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The information set forth herein has been obtained from the Issuer and from other sources that are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the Underwriter. The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

No representation is made regarding whether the Bonds constitute legal investments under the laws of any state for banks, savings banks, savings and loan associations, life insurance companies, and other institutions organized in such state, or fiduciaries subject to the laws of such state.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATIONS OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES ATTACHED HERETO, CONTAINS STATEMENTS WHICH SHOULD BE CONSIDERED "FORWARD-LOOKING STATEMENTS," MEANING THEY REFER TO POSSIBLE FUTURE EVENTS OR CONDITIONS. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE WORDS SUCH AS "ANTICIPATED," "PLAN," "EXPECT," "PROJECTED," "ESTIMATE," "BUDGET" OR OTHER WORDS OF SIMILAR IMPORT. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO DIFFER FROM THOSE EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE ISSUER DOES NOT EXPECT OR INTEND TO UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

In connection with the issuance of the Bonds, the Issuer will enter into a Continuing Disclosure Certificate. See "APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE."

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OFFICIAL STATEMENT

6,925,000*
City of Norwalk, Iowa
General Obligation Corporate Purpose Bonds,
Series 2017A

INTRODUCTION

The purpose of this Official Statement, including the cover page and the appendices hereto (the “Official Statement”), is to set forth certain information in conjunction with the sale of 6,925,000* General Obligation Corporate Purpose Bonds, Series 2017A (the “Bonds”) of the City of Norwalk, Iowa (the “Issuer” or the “City”). This Introduction is not a summary of this Official Statement, but is only a brief description of the Bonds and certain other matters. Such description is qualified by reference to the entire Official Statement and the documents summarized or described herein. This Official Statement should be reviewed in its entirety. The offering of the Bonds to potential investors is made only by means of the entire Official Statement, including the appendices attached hereto. All statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Copies of statutes, resolutions, ordinances, reports or other documents referred to herein are available, upon request, from the Issuer.

The Bonds are being issued pursuant to the provisions of Chapters 384 and 76 of the Code of Iowa, 2015, as amended (collectively, the “Act”) and a Resolution expected to be adopted by the Issuer on December 15, 2016* (the “Resolution”) to evidence the obligations of the Issuer under a Loan Agreement between the Issuer and the Underwriter.

The Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See “SECURITY AND SOURCE OF PAYMENT” herein.

Proceeds of the Bonds will be used for the purpose of constructing street, water system, sanitary sewer system and storm water drainage system improvements, installing street lighting and signalization improvements and acquiring a fire truck for use by the municipal fire department, and paying certain costs of issuance related to the Bonds. See “PLAN OF FINANCING” herein.

THE ISSUER

The Issuer, with a 2010 U.S. Census population of 8,945, comprises approximately 11.1972 square miles. The Issuer operates under a statutory form of government consisting of a five-member City Council, of which the Mayor is not a voting member. Additional information concerning the Issuer is included in “APPENDIX A – INFORMATION ABOUT THE ISSUER” hereto.

THE BONDS

General

The Bonds will be issued in fully registered form only, without coupons. The Bonds will be initially registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the Bonds. Interest on and principal of the Bonds are payable in lawful money of the United States of America.

The Bonds are dated as of the date of their delivery, will mature on June 1 in the years and in the amounts set forth on the inside cover page hereof, and will bear interest at the rates to be set forth on the inside cover page hereof. Interest on the Bonds is payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2017*, calculated on the basis of a year of 360 days and twelve 30-day months. Interest shall be payable by check or wire of the Registrar mailed to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the interest payment date, to the addresses appearing on the registration books maintained by the Registrar or such other address as is furnished to the Registrar in writing by a registered owner. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof.

Redemption

Optional Redemption. All of the Bonds then outstanding are subject to redemption at the option of the Issuer, as a whole or in part, from any source of available funds, beginning June 1, 2024* or on any date thereafter at a redemption price equal to the principal amount of the Bonds, together with accrued interest to the date fixed for redemption, without premium.

* Preliminary, subject to change.

Selection of Bonds for Redemption. Bonds subject to redemption will be selected in such order of maturity as the Issuer may direct. If less than all of the Bonds of a single maturity are to be redeemed, the Bonds to be redeemed will be selected by lot or other random method by the Registrar in such a manner as the Registrar may determine.

Notice of Redemption. Prior to the redemption of any Bonds under the provisions of the Resolution, the Registrar shall give notice by certified mail or electronic means not less than thirty (30) days prior to the redemption date to each registered owner thereof.

SECURITY AND SOURCE OF PAYMENT

General

Pursuant to the Resolution and the Act, the Bonds and the interest thereon are general obligations of the Issuer, and all taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. See “APPENDIX A – INFORMATION ABOUT THE ISSUER.”

Section 76.2 of the Act provides that when an Iowa political subdivision issues general obligation bonds, the governing authority of such political subdivision shall, by resolution adopted before issuing the bonds, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds. A certified copy of this resolution shall be filed with the county auditor in which the issuer is located, giving rise to a duty of the auditor to annually enter this levy for collection from the taxable property within the boundaries of the issuer, until funds are realized to pay the bonds in full.

For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, the Resolution provides for the levy of a tax sufficient for that purpose, on all the taxable property in the Issuer in each of the years while the Bonds are outstanding. The Issuer shall file a certified copy of the Resolution with the County Auditor, pursuant to which the County Auditor is instructed to enter for collection and assess the tax authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the Issuer and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the Issuer and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the Issuer which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in the Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the Issuer’s budget.

BONDHOLDERS’ RISKS

An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement (including the appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Tax Levy Procedures

The Bonds are general obligations of the Issuer, payable from and secured by a continuing ad-valorem tax levied against all of the property valuation within the boundaries of the Issuer. As part of the budgetary process of the Issuer each fiscal year the Issuer will have an obligation to request a debt service levy to be applied against all of the property within the boundaries of the Issuer. A failure on the part of the Issuer to make a timely levy request or a levy request by the Issuer that is inaccurate or is insufficient to make full payments of the debt service on the Bonds for a particular fiscal year may cause Bondholders to experience delay in the receipt of distributions of principal of and/or interest on the Bonds.

2013 Property Tax Legislation

During its 2013 session the Iowa Legislature enacted, and the Governor signed legislation that, among other things, reduces the limit on annual assessed value growth with respect to residential and agricultural property from 4% to 3%, reduces as a rollback the taxable value applicable to commercial, industrial and railroad property to 95% for the 2013 assessment year and 90% for the 2014 assessment year and all years thereafter, and provides a partial exemption on telecommunications property. The legislation also created a new separate classification for multiresidential properties which were previously taxed as commercial properties, and assigns an incremental rollback percentage over several years for multiresidential properties such that the multiresidential rollback determination will match that for residential properties in the 2022 assessment year. As a result of this legislation, local governments expect to experience reductions in property tax revenues over the next several fiscal years. The legislation includes state-funded

replacement moneys for a portion of the expected reduction in property tax revenues to the local governments, but such replacement funding is limited in both amount and duration of availability. There can be no assurance the state-funded replacement moneys will be provided by the state, if at all, during the term the Bonds remain outstanding. The Issuer does not expect the state replacement funding to fully address the property tax reductions resulting from the legislation during the term the Bonds remain outstanding. The legislation does not limit the legal obligation of the Issuer to pay debt service on the Bonds or the amount the Issuer is required to levy for payments of debt service on the Bonds, however, there can be no assurances that it will not have a material adverse impact with respect to the Issuer's financial position.

Changes in Property Taxation

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Any alteration in property taxation structure could affect property tax revenues available to pay the Bonds.

Historically, the Iowa General Assembly has applied changes in property taxation structure on a prospective basis; however, there is no assurance that future changes in property taxation structure by the Iowa General Assembly will not be retroactive. It is impossible to predict the outcome of future property tax changes by the Iowa General Assembly or their potential impact on the Bonds and the security for the Bonds.

Matters Relating to Enforceability of Agreements

Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolution or the Loan Agreement. The remedies available to the Bondholders upon an event of default under the Resolution or the Loan Agreement, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Loan Agreement or the Resolution may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in these documents. The legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given, that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolution or the Loan Agreement, including principal of and interest on the Bonds.

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular Bond or Bonds issue are suspended or terminated. Additionally, prices of bond or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Bonds.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Rating Loss

S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("S&P") has assigned a rating of "___" to the Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of S&P, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

Bankruptcy

The rights and remedies provided in the Note Resolution may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in

appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds and the Resolution, including the opinion of Bond Counsel, will be similarly qualified. If the Issuer were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the Resolution. In the event the Issuer fails to comply with its covenants under the Resolution or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words “estimate,” “forecast,” “intend,” “expect” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward looking statements and the actual results. These differences could be material and could impact the availability of funds of the Issuer to pay debt service when due on the Bonds.

Tax Matters, Bank Qualification and Loss of Tax Exemption

As discussed under the heading “TAX EXEMPTION AND RELATED TAX MATTERS” herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the Issuer in violation of its covenants in the Resolution. Should such an event of taxability occur, the Bonds would not be subject to a special redemption and would remain outstanding until maturity or until redeemed under the redemption provisions contained in the Bonds, and there is no provision for an adjustment of the interest rate on the Bonds.

The Issuer will designate the Bonds as “qualified tax-exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and has further covenanted to comply with certain other requirements, which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code. However, the Issuer’s failure to comply with such covenants could cause the Bonds not to be “qualified tax-exempt obligations” and banks and certain other financial institutions would not receive more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code.

It is possible that actions of the Issuer after the closing of the Bonds will alter the tax status of the Bonds, and, in the extreme, remove the tax exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment, and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds, after closing of the Bonds, could materially adversely affect the value and marketability of the Bonds.

DTC-Beneficial Owners

Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Paying Agent to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the Issuer nor the Paying Agent will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “APPENDIX E – BOOK-ENTRY SYSTEM.”

Proposed Federal Tax Legislation

From time to time, Presidential proposals, federal legislative committee proposals or legislative proposals are made that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. See “TAX EXEMPTION AND RELATED TAX MATTERS” herein.

Pension and OPEB Information

The Issuer contributes to the Iowa Public Employees' Retirement System ("IPERS"), which is a state-wide multiple-employer cost-sharing defined benefit pension plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by State statute to plan members and beneficiaries. All full-time employees of the Issuer are required to participate in IPERS. IPERS plan members are required to contribute a percentage of their annual salary, in addition to the Issuer being required to make annual contributions to IPERS. Contribution amounts are set by State statute. The IPERS Comprehensive Annual Financial Report for its fiscal year ended June 30, 2015 (the "IPERS CAFR") indicates that as of June 30, 2015, the date of the most recent actuarial valuation for IPERS, the funded ratio of IPERS was 83.7%, and the unfunded actuarial liability was \$5.455 billion. The IPERS CAFR identifies the IPERS Net Pension Liability at June 30, 2015, at approximately \$4.94 billion, while its net pension liability at June 30, 2014 was approximately \$3.97 billion. The IPERS CAFR is available on the IPERS website, or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321. See "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER" for additional information on IPERS.

Bond Counsel, Disclosure Counsel, the Issuer, the Municipal Advisor and the Underwriter undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the IPERS website.

In fiscal year 2015, the Issuer's IPERS contribution totaled approximately \$284,375. The Issuer is current in its obligations to IPERS.

Pursuant to Governmental Accounting Standards Board Statement No. 68, IPERS has allocated the net pension liability among its members, with the Issuer's identified portion at June 30, 2015 at approximately \$715,680. While the Issuer's contributions to IPERS are controlled by state law, there can be no assurance the Issuer will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the Issuer. See "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER" for additional information on pension and liabilities of the Issuer.

Summary

The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Official Statement and the appendices hereto.

LITIGATION

The Issuer encounters litigation occasionally, as a course of business, however, no litigation currently exists that is not believed to be covered by current insurance carriers and no litigation has been proposed that questions the validity of these Bonds.

ACCOUNTANT

The financial statements of the Issuer for fiscal year 2015 are included as "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER" to this Official Statement, and have been examined by Schull, Schrum, McClaflyn & Co., Inc. Indianola, Iowa to the extent and for the periods indicated in their report thereon. Such financial statements have been included herein without permission of said office, and said office expresses no opinion with respect to the Bonds or the Official Statement.

The City expects its fiscal year 2016 audited financial statements (the "FY16 Audit") to be available on or before mid-December. In the event the FY16 Audit is finalized and available when the final official statement is posted, the FY16 Audit will be included (instead of the FY15 financial statements) in "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER". If not available at that time, the FY16 Audit will be posted on EMMA when finalized.

MUNICIPAL ADVISOR

The Issuer has retained Public Financial Management, Inc. Des Moines, Iowa as Municipal Advisor (the "Municipal Advisor") in connection with the preparation of the issuance of the Bonds. In assisting with the preparation of the Official Statement, the Municipal Advisor has relied on government officials, and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken, an independent verification of the accuracy, completeness, or fairness of the information contained in the Official Statement. The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

PLAN OF FINANCING

The Issuer will use the proceeds of the Bonds to provide funds for the purpose of paying the cost, to that extent, of constructing street, water system, sanitary sewer system and storm water drainage system improvements, installing street lighting and signalization improvements and acquiring a fire truck for use by the municipal fire department, and paying certain costs of issuance related to the Bonds.

SOURCES AND USES OF FUNDS*

The following are estimated sources and uses of funds, with respect to the Bonds.

Sources of Funds	
Principal	\$6,925,000
Premium	
Total Sources of Funds	\$
Uses of Funds	
Deposit to Project Fund	\$
Costs of Issuance & Contingency ⁽¹⁾	\$
Total Uses of Funds	\$

(1) Includes, among other things, payment of certain legal, financial and other expenses related to the issuance of the Bonds (including, without limitation, underwriters' discount). See the discussion under the caption "UNDERWRITING" herein.

TAX EXEMPTION AND RELATED TAX MATTERS

Federal Income Tax Exemption

The opinion of Bond Counsel will state that under present laws and rulings, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code of 1986 (the "Code"), provided, however that such interest must be taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes).

The opinion set forth in the preceding sentence will be subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. In the resolution authorizing the issuance of the Bonds, the Issuer will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security and Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors as to such matters.

Proposed Changes in Federal and State Tax Law

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. No prediction is made whether such provisions will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

* Preliminary, subject to change.

Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Qualified Tax-Exempt Obligations

In the resolution authorizing the issuance of the Bonds, the Issuer will designate the Bonds as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes a portion of the interest expense that is allocable to tax-exempt obligations. In the opinion of Bond Counsel, the Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Original Issue Premium

The Bonds maturing in the years _____ are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire Bonds at a premium must, from time to time, reduce their federal tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal income tax purposes on the basis of a bondholder’s constant yield to maturity or to certain call dates with semiannual compounding. Bondholders who acquire any Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their any original cost. Amortized premium is not deductible for federal income tax purposes. Bondholders who acquire any Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling the Bonds acquired at a premium.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt status of the interest thereon (see “TAX EXEMPTION AND RELATED TAX MATTERS” herein) are subject to the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, a form of which is attached hereto as “APPENDIX B – FORM OF BOND COUNSEL OPINION.” Signed copies of the opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the Underwriter at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the Bonds by Bond Counsel. Dorsey & Whitney LLP is also serving as Disclosure Counsel to the Issuer in connection with issuance of the Bonds.

The legal opinion to be delivered will express the professional judgment of Bond Counsel, and by rendering a legal opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment or of the transaction or the future performance of the parties to the transaction.

RATING

The Bonds are rated “___” by S&P. The rating reflects only the views of S&P, and an explanation of the significance of that rating may be obtained only from S&P and its published materials. The rating described above is not a recommendation to buy, sell or hold the Bonds. There can be no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of S&P, circumstances so warrant. Therefore, after the date hereof, investors should not assume that the rating is still in effect. A downward revision or withdrawal of the rating is likely to have an adverse effect on the market price and marketability of the Bonds. The Issuer has not assumed any responsibility either to notify the owners of the Bonds of any proposed change in or withdrawal of any rating subsequent to the date of this Official Statement, except in connection with the reporting of events as provided in the Continuing Disclosure Certificate, or to contest any revision or withdrawal.

CONTINUING DISCLOSURE

The Issuer will covenant in a Continuing Disclosure Certificate for the benefit of the Owners and Beneficial Owners of the Bonds to provide annually certain financial information and operating data relating to the Issuer (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the Issuer no later than twelve months after the close of each fiscal year, commencing with the fiscal year ending June 30, 2016, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See “EXHIBIT C — FORM OF CONTINUING DISCLOSURE CERTIFICATE.” The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in “EXHIBIT C — FORM OF CONTINUING DISCLOSURE CERTIFICATE.” These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) (the “Rule”).

During the past five years, the Issuer did not timely file notice of the bond call of its General Obligation Corporate Purpose Bonds, Series 2007A, did not link notice of the advance crossover refunding of the General Obligation Corporate Purpose Bonds, Series 2010B, and did not file notice of its failure to provide the aforementioned information on or before the date specified in its prior continuing disclosure undertakings.

UNDERWRITING

The Bonds are being purchased, subject to certain conditions, by UMB Bank, n.a. (the "Underwriter"). The Underwriter has agreed, subject to certain conditions, to purchase all, but not less than all, of the Bonds at an aggregate purchase price of \$_____ (reflecting the par amount of the Bonds with original issue premium and an underwriting discount of \$_____) to the Closing Date.

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts, certain of which may be sponsored or managed by the Underwriter) at prices lower than the initial public offering prices stated on the cover page. The initial public offering prices of the Bonds may be changed, from time to time, by the Underwriter.

The Underwriter intends to engage in secondary market trading of the Bonds subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Bonds at the request of the holder thereof.

MISCELLANEOUS

Brief descriptions or summaries of the Issuer, the Bonds, the Resolution and other documents, agreements and statutes are included in this Official Statement. The summaries or references herein to the Bonds, the Resolution and other documents, agreements and statutes referred to herein, and the description of the Bonds included herein, do not purport to be comprehensive or definitive, and such summaries, references and descriptions are qualified in their entirety by reference to such documents, and the description herein of the Bonds is qualified in its entirety by reference to the form thereof and the information with respect thereto included in the aforesaid documents. Copies of such documents may be obtained from the Issuer.

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any of the estimates will be realized. This Official Statement is not to be construed as a contract or agreement between the Issuer and the purchasers or Owners of any of the Bonds.

The attached APPENDICES A, B, C, D and E are integral parts of this Official Statement and must be read together with all of the foregoing statements.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

The Issuer has reviewed the information contained herein which relates to it and has approved all such information for use within this Official Statement. The execution and delivery of this Official Statement has been duly authorized by the Issuer.

City of Norwalk, Iowa

/s/_____

APPENDIX A

INFORMATION ABOUT THE ISSUER

GENERAL INFORMATION

The City of Norwalk, Iowa (the “Issuer” or the “City”) is located in central Iowa just south of the US Highway 5/65 Beltway and 5 miles south of Des Moines on Highway 28 and is part of the Des Moines metropolitan area. Norwalk is 6 miles east of US Interstate Highway 35. The Des Moines International Airport is conveniently located 3 miles from Norwalk. The significant majority of the City is located in Warren County, with a small portion of agricultural land located in Polk County. The City owns its sewer and water systems. Electric and gas utility services are provided by MidAmerican Energy.

Population trends for the City, counties and state are as follows:

	<u>1990</u>	<u>2000</u>	<u>2006</u> ⁽¹⁾	<u>2010</u>
City of Norwalk	5,726	6,884	8,229	8,945
Warren County	36,033	40,671		46,225
Polk County	327,140	374,601		430,640
State of Iowa	2,776,831	2,926,324		3,046,355

1) Special City Census.

Source: United States Census Bureau.

CITY OFFICIALS

<u>Individual</u>	<u>Term Expires</u>
Tom Phillips, Mayor	December 31, 2017
David Lester, Council Member	December 31, 2019
Ed Kuhl, Council Member	December 31, 2019
Erika Isley, Council Member	December 31, 2017
Jaki Livingston, Council Member	December 31, 2017
Stephanie Riva, Council Member	December 31, 2019
Luke Nelson, City Manager	
Jean Furler, Finance Director	
Jodi Eddleman, City Clerk	
James Dougherty, City Attorney	

TAXABLE RETAIL SALES TREND

<u>Year</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
City of Norwalk	\$49,383,062	\$47,332,283	\$46,192,659	\$43,768,998	\$38,909,477
No. of Businesses	181	179	186	176	170
Warren County	\$286,432,375	\$268,926,086	\$254,310,241	\$249,376,876	\$233,030,815
No. of Businesses	1,003	1,008	1,031	1,023	1,007

Source: Iowa Department of Revenue.

LARGER EMPLOYERS

Larger employers within the community include:

<u>Employer</u>	<u>Business</u>	Approximate No. of <u>Employees</u> ⁽¹⁾
Norwalk Community School District	Education	350
Capital City Fruit	Produce	138
Norwalk Ready Mixed Concrete	Construction	70
Fareway Grocery Store	Grocery Store	70
Regency Care Center	Nursing Home	65
City of Norwalk	City Government	52
City State Bank	Financial Services	45

1) Includes approximate number of full-time, part-time and seasonal employees.
Source: LocationOne Information System and City of Norwalk.

Larger employers in the Des Moines metropolitan area include:

<u>Employer</u>	<u>Business</u>	<u>Employees</u>
Wells Fargo & Co.	Financial Services	14,000
Mercy Medical Center	Healthcare	7,055
Unity Point Health	Healthcare	6,435
Hy-Vee Food Corporation	Retail Grocery	6,400
Principal Financial Group	Financial Services	6,066
Nationwide	Insurance	4,269
DuPont Pioneer	Agribusiness	2,800
Vermeer Manufacturing Co.	Ag., Const., Mining Equip.	2,500
John Deere Companies	Ag. Equipment	1,900
Kum & Go.	Convenience Store Chain	1,820
Wellmark Inc.	Insurance	1,800
UPS	Shipping/Logistics	1,600
Bridgestone Americas Tire Operations	Agricultural Tires	1,600

Source: Greater Des Moines Partnership Major Employers report, September 2, 2016.

UNEMPLOYMENT STATISTICS

<u>Year</u>	<u>Warren County</u> ⁽¹⁾	<u>State of Iowa</u> ⁽²⁾
2012	5.10%	5.80%
2013	4.40%	5.20%
2014	4.40%	4.60%
2015	4.00%	3.70%
2016	3.30% ⁽³⁾	4.20% ^{(3) (4)}

- 1) Not seasonally adjusted annual average.
- 2) Seasonally adjusted annual average.
- 3) As of September 2016.
- 4) 2016 information for the State of Iowa is not seasonally adjusted.

Source: Iowa Workforce Development Center website.

BUILDING PERMIT TREND (Listed by Calendar Year) ⁽¹⁾

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016 ⁽²⁾</u>
<u>Commercial / Industrial</u>					
Number of Permits	6	4	7	10	10
Valuation	\$431,578	\$2,267,654	\$4,645,441	\$354,635	\$2,594,485
<u>Single Family Homes</u>					
Number of Permits	54	84	78	145	137
Valuation	\$15,174,336	\$23,893,659	\$24,350,692	\$39,697,608	\$36,336,792
<u>Multi-Family</u>					
Number of Permits	16	23	15	-	-
Valuation	\$2,850,843	\$6,122,566	\$22,698,166	-	-
<u>Other / Additions</u>					
Number of Permits	193	177	327	168	179
Valuation	\$928,552	\$667,602	\$2,407,415	\$1,406,417	\$1,479,975
Total Permits	269	288	427	323	326
Total Valuations	\$19,385,309	\$32,951,481	\$54,101,714	\$41,458,660	\$40,411,252

- 1) Includes new construction, remodeling and additions.
 2) 2016 information is current as of October 31, 2016.

TAX COLLECTION TREND

<u>Valuation Year</u>	<u>Collection Year</u>	<u>Amount Levied</u>	<u>Amount Collected</u>	<u>Percent Collected</u>
2010	FY 2011-12	\$3,933,263	\$3,888,543	98.86%
2011	FY 2012-13	\$4,297,896	\$4,310,453	100.29%
2012	FY 2013-14	\$4,212,230	\$4,255,483	101.03%
2013	FY 2014-15	\$4,345,280	\$4,376,329	100.71%
2014	FY 2015-16	\$5,357,665	\$5,404,721	100.87%
2015	FY 2016-17	\$5,639,661	In process of collection (\$2,435,485 through 10-31-16)	

GENERAL FUND RECEIPTS AND DISBURSEMENTS ⁽¹⁾

<u>Fiscal Year</u>	<u>Beginning Balance</u>	<u>Receipts ⁽²⁾</u>	<u>Disbursements ⁽²⁾</u>	<u>Ending Balance</u>
FY 2010-11	\$904,200	⁽³⁾ \$5,094,539	\$4,887,362	\$1,111,377
FY 2011-12	\$1,111,377	⁽⁴⁾ \$5,133,114	\$4,529,541	\$1,714,950
FY 2012-13	\$1,714,950	\$4,130,195	\$4,780,598	\$1,064,547
FY 2013-14	\$1,064,547	\$4,233,698	\$4,290,800	\$1,007,445
FY 2014-15	\$1,007,445	⁽⁵⁾ \$4,417,869	\$4,016,503	\$1,408,811
FY 2015-16	\$1,408,811	\$4,866,322	\$4,733,291	\$1,512,251

- 1) Source: City of Norwalk Audited Financial Statements.
 2) Transfers In are include in "Receipts" and Transfers Out are included as "Disbursements".
 3) FY 2010-11 "Receipts" of \$5,094,539 includes \$1,760,347 of bond proceeds.
 4) FY 2011-12 "Receipts" of \$5,133,114 includes \$1,087,911 of bond proceeds.
 5) FY 2014-15 "Receipts" of \$4,417,869 includes \$12,950 of bond proceeds.

OUTSTANDING DEBT

City Water Revenue Debt

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding as of 1/3/2017</u>
2/00	1,175,000	Water Revenue Debt (SRF)	6/20	\$304,000
12/04	1,774,171	Des Moines Water Works Refunding (Norwalk's Portion)	12/17	<u>94,171</u>
			Total	\$398,171

City Sewer Revenue Debt

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding as of 1/3/2017</u>
7/97	\$361,900	Sanitary District Mortgage	2/21	\$80,325

INSURANCE COVERAGE

<u>Type of Insurance</u>	<u>Occurrence / Aggregate Limit</u>
Worker's Compensation	Statutory Coverage
Commercial Property	
General Aggregate Limit (other than Products-completed operations):	\$1,000,000/\$2,000,000
Products completed operations aggregate limit:	\$2,000,000 / Limit
Personal and Advertising Injury:	\$1,000,000 / Limit
Fire Damage Limit:	\$100,000 / Limit
Medical Expenses:	\$5,000 / Limit
Commercial Inland Marine	
Contractor's Equipment:	\$397,005 / Limit
Miscellaneous Property:	\$25,000 / Limit
Electronic Data Processing:	\$300,000 / Limit
Commercial Auto	
Liability:	\$1,000,000
Uninsured Motorists:	\$1,000,000
Underinsured Motorists:	\$1,000,000
Commercial Umbrella:	\$5,000,000 / \$5,000,000

CITY EMPLOYEES AND PENSIONS

The City has 52 full-time and 75 part-time employees (including seasonal employees). There are 21 employees represented by Teamsters Local 238 under contracts in which the public works union contract expires June 30, 2017 and the police union contract expires June 30, 2017. The City contributes to the Iowa Public Employees Retirement System ("IPERS"); a cost sharing multiple-employer public employees' retirement system designed as a supplement to Social Security. The pension plan provides retirement and death benefits, which are established by State statute. The City is current in its obligation to IPERS, which has been as follows: \$222,105 for FY 2010-11, \$238,478 for FY 2011-12, \$261,631 for FY 2012-13, \$270,098 for FY 2013-14, \$284,375 for FY 2014-15 and \$296,526 for FY 2015-16

Plan members are required to contribute 5.95% of their annual covered salary, and the City is required to contribute 8.93% of annual covered payroll, for a total rate of 14.88%. Those defined as protected class (police and fire employees) contribute 6.56% of their annual covered salary and the city is required to contribute 9.84% for a total rate of 16.40%.

TAX LEVIES PER \$1,000 OF TAXABLE VALUATION

City Tax Levies

Valuation Year	2011	2012	2013	2014	2015
Collection Year	<u>FY 2012-13</u>	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>FY 2016-17</u>
General Fund	\$8.10000	\$8.10000	\$8.10000	\$8.10000	\$8.10000
Outside \$8.10	0.60651	0.49443	0.62946	0.54597	0.52656
Emergency	0.27000	0.27000	0.27000	0.27000	0.27000
Employee Benefits	3.18922	4.81120	4.13241	3.81824	2.69530
Debt Service	<u>4.52427</u>	<u>3.01437</u>	<u>2.55757</u>	<u>3.95955</u>	<u>4.10313</u>
Total City Levy	\$15.69000	\$15.69000	\$15.68944	\$15.69376	\$15.69499
City Ag. Land	\$3.00102	\$3.00117	\$3.00375	\$2.87056	\$3.00375

Combined Levies for All Taxing Districts

Valuation Year	2011	2012	2013	2014	2015
Collection Year	<u>FY 2012-13</u>	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>FY 2016-17</u>
City of Norwalk	\$15.69000	\$15.69000	\$15.68944	\$15.69376	\$15.69499
Warren County	5.73932	5.72437	5.71968	5.69167	5.68202
Norwalk Schools	20.57095	19.80039	19.89589	20.61029	20.48322
Co. Assessor	0.37767	0.32000	0.32112	0.32112	0.39803
Ag. Extension	0.05247	0.05121	0.05096	0.14381	0.14245
Des Moines Area C.C.	0.58466	0.69120	0.65724	0.67574	0.72334
Linn-Norwalk Cemetery	0.06750	0.06750	0.06750	0.06750	0.06750
State of Iowa	<u>0.00330</u>	<u>0.00330</u>	<u>0.00330</u>	<u>0.00330</u>	<u>0.00330</u>
Total Citywide Levy	\$43.08587	\$42.34797	\$42.40513	\$43.20719	\$43.19485

Source: Iowa Department of Management

PROPERTY VALUATIONS AND TAX COLLECTION PROCEDURES

All property subject to taxation is valued in compliance with State law every two years subject to an equalization action of the State Department of Revenue. All property except utility property is assessed at the local level. The State Department of Revenue assesses utility property.

The Assessor establishes the actual valuation (100%) as of January 1 in a calendar year for taxes payable in the succeeding fiscal year, i.e. valuations made in 2014 are for taxes payable in the fiscal year 2015/16. The actual value of parcels is provided by the assessor to the county auditor who then determines the taxable value. The taxable value is computed by adjusting the actual value of various classes of real property principally residential property, by percentages (roll back rates) determined by the State Department of Revenue. The roll back percentages for property values for the years shown are:

<u>Fiscal Year</u>	<u>Residential</u>	<u>Commercial & Industrial</u>	<u>Multi-residential</u>
FY 2012-13	50.7518%	100.0000%	N/A
FY 2013-14	52.8166%	100.0000%	N/A
FY 2014-15	54.4002%	95.0000%	N/A
FY 2015-16	55.7335%	90.0000%	N/A
FY 2016-17	55.6259%	90.0000%	86.2500%
FY 2017-18	56.9391%	90.0000%	82.5000%

CURRENT FUND BALANCES (as of September 30, 2016)

<u>Fund</u>	<u>Amount</u>	<u>Fund</u>	<u>Amount</u>
General Fund	\$865,127.57	Water Improvement	259,976.17
Trust & Agency	38,736.84	Water T&A	242,990.64
Road Use Tax	780,733.57	Water Equipment Replacement	60,288.00
Special Revenue	470,830.64	Sewer Utility	1,145,949.47
T&A Self Funding	3,696.82	Sewer Bond/Sinking Fund	-
TIF	1,121,314.81	Sewer Improvement	165,981.29
HIDTA Forfeiture	20,288.64	Sewer Reserve	110,082.12
Economic Development	(26,987.68)	Sewer Surplus	69,978.67
T&A Plumbers Bonds	10,395.71	Northwest Trunk Sewer	(80,529.18)
T&A Library Trust	23,104.06		
T&A Park Trust	127,783.16	Sewer Equipment Replacement	90,683.77
Debt Service	(40,220.86)	Storm Water	593,344.53
Capital Improvements	1,259,252.93	Storm Water Eq. Replacement	15,000.00
NCIS Infrastructure	369,213.46	Warren Water Buyout	133,577.73
Water Utility	701,713.09	Equipment Revolving	<u>23,695.79</u>
Water Bond/Sinking Fund	6,443.33		
Water Reserve	94,628.79	Total	\$8,657,073.88

Note: Negative fund balances will be eliminated with future transfers or bond issues.

Source: City of Norwalk.

VALUATION TREND

<u>Valuation Year</u>	<u>Payable Fiscal Year</u>	<u>100% Actual Valuation</u>	<u>Taxable Valuation (after Rollback)</u>	<u>Taxable TIF Increment Valuation</u>	<u>Total Taxable Valuation</u>
2011	FY 2012-13	\$581,323,967	\$283,449,985	\$42,355,589	\$325,805,574
2012	FY 2013-14	\$604,522,629	\$273,958,782	\$74,664,645	\$348,623,427
2013	FY 2014-15	\$615,213,612	\$282,782,968	\$79,707,415	\$362,490,383
2014	FY 2015-16	\$652,323,802	\$326,025,888	\$59,024,316	\$385,050,204
2015	FY 2016-17	\$715,338,554	\$338,046,136	\$79,451,686	\$417,497,822

The 100% actual valuations, before rollback and after reduction of military exemption, include ag. land and buildings, TIF increment, and gas and electric utilities and are used for calculating debt capacity. The taxable valuations, with the rollback and after the reduction of military exemption, include gas and electric utilities, exclude ag. land and buildings and exclude taxable TIF increment value, which is shown separately. Iowa cities certify operating levies against taxable value excluding TIF increment. However, debt service levies are certified against taxable value including TIF increment.

Source: Iowa Department of Management.

CURRENT VALUATION BY PROPERTY CLASSIFICATION

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the County auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The reduced values, determined after the application of rollback percentages, are the Taxable Values subject to tax levy. For assessment year 2015, the taxable value rollback rate was 55.6259% of actual value for residential property; 47.4996% of actual value for agricultural property; and 90% of actual value for commercial, industrial, and railroad property. No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services.

<u>Property Classification</u>	<u>1/1/2015 Actual 100% Valuation</u>	<u>1/1/2015 Taxable Valuation (After Rollback)</u>
Residential	\$574,234,404	\$300,179,013
Commercial	14,129,817	9,814,937
Industrial	4,143,230	3,728,907
Utilities w/o Gas & Electric	1,660,090	1,660,090
Railroad	-	-
Gross Valuation	<u>\$594,655,486</u>	<u>\$315,382,947</u>
Less: Military Exemption	<u>(792,656)</u>	<u>(792,656)</u>
Net Valuation	\$593,374,885	\$314,590,291
 TIF Increment	 \$79,451,686	 \$79,451,616
 Taxed Separately		
Gas & Electric Utilities	\$30,172,245	\$19,163,795
Ag Land and Buildings	6,035,092	2,673,693

Source: Iowa Department of Management.

LARGER TAXPAYERS (BY TAXABLE VALUATION)

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Warren County Auditor's office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas providers (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's mill levy is applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

<u>Taxpayer</u>	<u>Property Classification</u>	<u>January 1, 2015 for For FY 2016-17 Taxable Valuation</u>
Midwest Power Systems Inc.	Utility	\$19,489,486
MFR Partners VIII LLC	Commercial	7,393,216
TZVI Realty LLC	Commercial	5,918,040
Metropolitan Land Company, LC	Commercial	4,036,590
Echo Valley investment Co. LC	Commercial	2,509,380
Legacy Golf Club Inc.	Commercial	2,301,840
Comito Real Estate LLC	Commercial	1,998,630
Fareway Stores Inc.	Commercial	1,915,470
Eggers Bilt Homes	Residential	1,883,267
Garwin Trust	Commercial	1,771,740

- 1) This list represents some of the larger taxpayers in the City, not necessarily the 10 largest taxpayers.
- 2) The Taxable Valuation listed represents only those valuations associated with the title holder and may not necessarily represent the entire taxable valuation.

Source: Warren County.

CITY INDEBTEDNESS

DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list.

The debt limit for the City, based on its 2015 valuation applicable to the fiscal year 2016-17 is as follows:

	<u>2015 Valuation</u>
Actual Valuation - Basis for Debt Limit	\$715,338,554
Factor of 5%	5%
Legal Debt Limit	\$35,766,927
<u>Debt Subject to Debt Limit:</u>	
General Obligation Debt Outstanding	\$23,730,000
TIF Development Agreements	<u>2,506,355</u>
Total Debt Outstanding	\$26,236,355
Amount of Debt Capacity Remaining	\$9,530,572
Percent of Debt Capacity Remaining	26.65%

GENERAL OBLIGATION DEBT

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purposes</u>	<u>Final Maturity</u>	<u>Principal Outstanding as of 1/03/2017</u>
8/10A	\$4,685,000	Urban Renewal Project – Public Works Facility	6/17 ^[1]	\$200,000
8/10B	5,320,000	Various Improvements and Equipment	6/17 ^[2]	315,000
10/10D	1,475,000	Urban Renewal Project –City Hall, Public Works	6/17 ^[3]	60,000
4/12A	1,095,000	Emergency Communications & Dispatch Equipment	6/22	745,000
4/12B	2,820,000	Urban Renewal Adv. Refunding 2001, 2005B, 2005C	6/20	1,465,000
1/15A	3,950,000	Public Infrastructure Improvements	6/34	3,815,000
3/15B	945,000	Current Refunding Series 2007A Bonds	6/22	820,000
6/16	9,385,000	Pool Improvements; Current Ref. 2014 Sewer Note & 2008A GO; Adv. Ref. 2010A, '10B, '10D G.O. Bonds	6/30	9,385,000
1/17	6,925,000 ^[4]	Various Corporate Purposes	6/32	<u>6,925,000</u> ^[4]
Total:				\$23,730,000

[1] The Series 2016 Bonds will advance crossover refund the 2018 through 2030 maturities of the Series 2010A Bonds on June 1, 2017.

[2] The Series 2016 Bonds will advance crossover refund the 2018 through 2030 maturities of the Series 2010B Bonds on June 1, 2017.

[3] The Series 2016 Bonds will advance crossover refund the 2018 through 2030 maturities of the Series 2010D Bonds on June 1, 2017.

[4] Preliminary; Subject to change.

Annual Fiscal Year General Obligation Debt Service

Fiscal Year	Current Outstanding General Obligation Debt		Series 2017A Bonds		Total Outstanding	
	Principal	Principal & Interest ¹⁾	Principal	Principal & Interest	Principal	Principal & Interest ¹⁾
FY 2016-17	\$1,605,000	\$1,837,508	\$0	\$0	\$1,605,000	\$1,837,508
FY 2017-18	1,580,000	1,899,075	345,000	553,210	1,925,000	2,452,285
FY 2018-19	1,355,000	1,646,695	410,000	550,650	1,765,000	2,197,345
FY 2019-20	1,395,000	1,661,135	420,000	552,450	1,815,000	2,213,585
FY 2020-21	1,145,000	1,384,015	430,000	554,050	1,575,000	1,938,065
FY 2021-22	1,175,000	1,395,940	440,000	555,450	1,615,000	1,951,390
FY 2022-23	915,000	1,116,400	445,000	551,650	1,360,000	1,668,050
FY 2023-24	940,000	1,122,613	455,000	552,750	1,395,000	1,675,363
FY 2024-25	920,000	1,083,313	465,000	553,650	1,385,000	1,636,963
FY 2025-26	950,000	1,093,888	475,000	554,350	1,425,000	1,648,238
FY 2026-27	980,000	1,103,838	480,000	549,850	1,460,000	1,653,688
FY 2027-28	920,000	1,021,251	490,000	550,250	1,410,000	1,571,501
FY 2028-29	945,000	1,024,450	500,000	549,225	1,445,000	1,573,675
FY 2029-30	975,000	1,032,063	510,000	547,975	1,485,000	1,580,038
FY 2030-31	240,000	273,363	525,000	551,500	765,000	824,863
FY 2031-32	245,000	271,163	<u>535,000</u>	548,375	780,000	819,538
FY 2032-33	255,000	273,200			255,000	273,200
FY 2033-34	<u>265,000</u>	274,275			<u>265,000</u>	274,275
Total	\$16,805,000		\$6,925,000		\$23,730,000	

1) Excludes December 1, 2016 interest payments in the amount of \$232,154.

OTHER CITY DEBT

Water Revenue Debt

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding as of 1/03/2017
2/00	\$1,175,000	Water System Improvements (SRF Debt)	6/20	\$304,000
2/11	\$1,005,151	Des Moines Water Works Refunding (Norwalk's Portion)	12/17	<u>94,141</u>
Total:				\$398,141

Sewer Revenue Debt

Date of Issue	Original Amount	Purpose	Final Maturity	Principal Outstanding as of 1/03/2017
7/97	\$361,900	Sanitary District Mortgage Assumption	2/21	\$90,475
Multiple	Various	City's Portion of WRA Debt	6/44	<u>\$9,246,233</u>
Total:				\$9,336,708

Des Moines Metropolitan Wastewater Reclamation Authority (“WRA”) Existing Payment Obligations

The City is a member of the Des Moines Metropolitan Wastewater Reclamation Authority and has entered into a financing agreement with the WRA to provide for the City’s share of capital contribution for the construction and ongoing expansion of a metropolitan waste water system. The City is responsible for a portion of the WRA sewer revenue debt payable from the revenues of their Sewer System; its responsibilities pursuant to the WRA Financing Agreement stand as nearly as practicable on a parity and equality of rank with the City’s direct sewer revenue bonds and parity obligations.

The City’s portion of outstanding WRA debt is as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 01/03/17</u>
6/96	\$34,661	Sewer Revenue (SRF Loan #7)	6/18	\$6,250 ¹⁾
6/08A	421,491	Sewer Improvements (SRF Loan)	6/39	361,004 ²⁾
6/08B	272,851	Sewer Improvements (SRF Loan)	6/39	231,911 ³⁾
6/08D	95,977	Sewer Improvements (SRF Loan)	6/38	90,245 ⁴⁾
2/09B	348,488	Sewer Improvements (SRF Loan)	6/39	297,906 ⁵⁾
7/09C	381,681	Sewer Improvements (SRF Loan)	6/39	326,272 ⁶⁾
4/10A	216,844	Sewer Improvements (SRF Loan)	6/40	192,117 ⁷⁾
4/10B	289,971	Sewer Improvements (SRF Loan)	6/40	255,419 ⁸⁾
6/10C-1	35,336	Sewer Improvements (SRF Loan)	6/32	35,269 ⁹⁾
6/10C-2	376,719	Sewer Improvements (SRF Loan)	6/32	316,699 ¹⁰⁾
5/11A	1,056,948	Sewer Improvements (SRF Loan)	6/42	990,333 ¹¹⁾
1/11B	661,256	Sewer Improvements (SRF Loan)	6/41	599,847 ¹²⁾
5/11C	244,801	Sewer Improvements (SRF Loan)	6/41	222,896 ¹³⁾
12/11D	394,168	Sewer Improvements (SRF Loan)	6/43	377,171 ¹⁴⁾
5/12B	114,272	Sewer Improvements (SRF Loan)	6/42	106,548 ¹⁵⁾
5/12C	317,526	Sewer Improvements (SRF Loan)	6/43	304,295 ¹⁶⁾
5/12D	123,309	Sewer Improvements (SRF Loan)	6/42	115,509 ¹⁷⁾
11/12E	506,370	Sewer Improvements (SRF Loan)	6/43	483,624 ¹⁸⁾
11/12F	58,790	Sewer Improvements (SRF Loan)	6/43	56,074 ¹⁹⁾
11/12G	616,831	Sewer Improvements (SRF Loan)	6/44	601,851 ²⁰⁾
4/13A	135,890	Sewer Improvements (SRF Loan)	6/43	131,147 ²¹⁾
6/13B	1,525,225	Sewer Revenue Bonds	6/34	1,422,471 ²²⁾

1/14A	31,703	Sewer Improvements (SRF Loan)	6/34	29,173	23)
2/14C	222,182	Sewer Improvements (SRF Loan)	6/34	212,561	24)
2/14D	152,881	Sewer Improvements (SRF Loan)	6/34	146,268	25)
1/15A	236,978	Sewer Improvements (SRF Loan)	6/35	227,384	26)
1/15B	6,517	Sewer Improvements (SRF Loan)	6/34	5,990	27)
1/15C	65,834	Sewer Improvements (SRF Loan)	6/35	63,155	28)
5/15E	907,489	Sewer Revenue Bonds	6/36	903,170	29)
2/16A	141,190	Sewer Improvements (SRF Loan)	6/35	<u>133,674</u>	30)
Total				\$9,246,233	

The amounts above represent the City's share of the principal payments of the various issues. Other participating communities within the WRA area pay the remaining amounts. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow.

NOTES:

- 1) The City's share of the WRA's SRF Loan #7 outstanding in the amount of \$868,000.
- 2) The City's flow-based share of the WRA's Series 2008A SRF loan outstanding in the amount of \$14,157,000.
- 3) The City's flow-based share of the WRA's Series 2008B SRF loan outstanding in the amount of \$5,633,000.
- 4) The City's flow-based share of the WRA's Series 2008D SRF loan outstanding in the amount of \$2,192,000.
- 5) The City's flow-based share of the WRA's Series 2009B SRF loan outstanding in the amount of \$7,236,000.
- 6) The City's flow based share of the WRA's Series 2009C SRF loan outstanding in the amount of \$7,925,000.
- 7) The City's flow based share of the WRA's Series 2010A SRF loan outstanding in the amount of \$7,534,000.
- 8) The City's flow based share of the WRA's Series 2010B SRF loan outstanding in the amount of \$6,204,000.
- 9) The City's flow based share of the WRA's Series 2010C-1 SRF loan outstanding in the amount of \$1,996,000.
- 10) The City's flow based share of the WRA's Series 2010C-2 SRF loan outstanding in the amount of \$17,923,000.
- 11) The City's flow based share of the WRA's Series 2011A SRF loan outstanding in the amount of \$56,046,000.
- 12) The City's flow based share of the WRA's Series 2011B SRF loan outstanding in the amount of \$14,570,000.
- 13) The City's flow based share of the WRA's Series 2011C SRF loan outstanding in the amount of \$8,741,000.
- 14) The City's flow based share of the WRA's Series 2011D SRF loan outstanding in the amount of \$14,791,000.
- 15) The City's flow based share of the WRA's Series 2012B SRF loan outstanding in the amount of \$2,588,000.
- 16) The City's flow based share of the WRA's Series 2012C SRF loan outstanding in the amount of \$17,221,000.
- 17) The City's flow based share of the WRA's Series 2012D SRF loan outstanding in the amount of \$6,537,000.
- 18) The City's flow based share of the WRA's Series 2012E SRF loan outstanding in the amount of \$11,747,000.
- 19) The City's flow based share of the WRA's Series 2012F SRF loan outstanding in the amount of \$1,362,000.
- 20) The City's flow based share of the WRA's Series 2012G SRF loan outstanding in the amount of \$23,602,000.
- 21) The City's flow based share of the WRA's Series 2013A SRF loan outstanding in the amount of \$7,422,000.
- 22) The City's flow based share of the WRA's Series 2013B Refunding Bonds outstanding in the amount of \$52,405,000.
- 23) The City's flow based share of the WRA's Series 2014A SRF loan outstanding in the amount of \$1,651,000.
- 24) The City's flow based share of the WRA's Series 2014C SRF loan outstanding in the amount of \$5,163,000.
- 25) The City's flow based share of the WRA's Series 2014D SRF loan outstanding in the amount of \$5,736,000.
- 26) The City's flow based share of the WRA's Series 2015A SRF loan outstanding in the amount of \$8,917,000.
- 27) The City's flow based share of the WRA's Series 2015B SRF loan outstanding in the amount of \$339,000.
- 28) The City's flow based share of the WRA's Series 2015C SRF loan outstanding in the amount of \$1,534,000.
- 29) The City's flow based share of the WRA's Series 2015E Refunding Bonds outstanding in the amount of \$31,865,000.
- 30) The City's flow based share of the WRA's Series 2016A SRF loan outstanding in the amount of \$7,565,000.

Des Moines Metropolitan Wastewater Reclamation Authority Proposed Payment Obligations

WRA is authorized to issue the following State Revolving Fund Loans. The actual timing of the loans is unknown at this time. The amounts below represent the City’s share of the debt service payments of the authorized issues. Other participating communities of the WRA pay the remaining amount. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow.

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Authorized As of 01/03/17</u>
TBD	\$265,050	Sewer Improvements (SRF)	TBD	\$265,050 ¹⁾
TBD	1,033,140	Sewer Improvements (SRF)	TBD	1,033,140 ²⁾
TBD	37,053	Sewer Improvements (SRF)	TBD	<u>37,053</u> ³⁾
Total				\$1,335,243

- 1) The City’s flow-based share of the WRA’s authorized Core SRF Loans in the amount of \$15,000,000.
- 2) The City’s flow-based share of the WRA’s authorized Eastside Interceptor SRF Loans in the amount of \$67,000,000.
- 3) The City’s flow-based share of the WRA’s authorized Expansion SRF Loans in the amount of \$900,000.

OVERLAPPING DEBT

<u>Taxing District</u>	<u>1/1/2015 ^[1] Taxable Valuation</u>	<u>Portion of Taxable ^[2] Valuation Within the City</u>	<u>Percent In City</u>	<u>G.O. Debt ^[3]</u>	<u>City’s Proportionate Share</u>
Warren County	\$2,055,583,783	\$424,779,101	20.66%	\$185,676	\$38,361
Polk County	22,662,536,006	2,375	0.00%	292,180,000	0
Norwalk CSD	569,612,955	424,779,101	74.57%	13,020,000	9,709,014
Des Moines CSD	7,487,146,657	2,375	0.00%	0	0
D.M.A.C.C.	42,301,482,075	424,781,476	1.00%	82,960,000	<u>\$829,600</u>
City’s Share of Overlapping Debt					\$10,576,975

- [1] Taxable Valuation is less military exemption and includes Ag. Land & Buildings, Taxable TIF Increment and all Utilities.
- [2] Includes city-exempt Phase In and Phase In Ag valuations in the amount of \$4,407,903 and Ag Increment valuations in the amount of \$202,058.
- [3] Includes general obligation bonds, PPEL notes, certificates of participation and new jobs training certificates.

DEBT RATIOS

<u>Description</u>	<u>General Obligation Debt</u>	<u>Debt / Actual Market Value ^[1]</u>	<u>Debt / 8,945 Population ^[2]</u>
Total General Obligation Debt	\$23,730,000	3.32%	\$2,652.88
City’s Share of Total Overlapping Debt	\$10,576,975	1.48%	\$1,182.45

- [1] Based on the City’s 1/1/2015 100% Actual Valuation; includes Ag Land, Ag Buildings, all Utilities and TIF Increment in the amount of \$715,338,554.
- [2] Population based on the City’s 2010 Census.

APPENDIX B

FORM OF BOND COUNSEL OPINION

We hereby certify that we have examined certified copies of the proceedings (the “Proceedings”) of the City Council of the City of Norwalk (the “Issuer”), in Warren County, Iowa, passed preliminary to the issue by the Issuer of its General Obligation Corporate Purpose Bonds, Series 2017A (the “Bonds”) in the amount of \$6,925,000, in the denomination of \$5,000 each, or any integral multiple thereof, dated January 3, 2017, in evidence of the Issuer’s obligation under a certain loan agreement (the “Loan Agreement”), dated as of January 3, 2017. The Bonds mature on June 1 in each of the respective years and in the principal amounts and bear interest payable semiannually, commencing December 1, 2017, at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2018	\$345,000	___%	2026	\$475,000	___%
2019	\$410,000	___%	2027	\$480,000	___%
2020	\$420,000	___%	2028	\$490,000	___%
2021	\$430,000	___%	2029	\$500,000	___%
2022	\$440,000	___%	2030	\$510,000	___%
2023	\$445,000	___%	2031	\$525,000	___%
2024	\$455,000	___%	2032	\$535,000	___%
2025	\$465,000	___%			

Principal of the Bonds maturing in the years 2025 to 2032, inclusive, are subject to optional redemption prior to maturity on June 1, 2024, or on any date thereafter on terms of par plus accrued interest.

Based upon our examination, we are of the opinion, as of the date hereof, that:

1. The Proceedings show lawful authority for such issue under the laws of the State of Iowa.
2. The Bonds and the Loan Agreement are valid and binding general obligations of the Issuer.
3. All taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.
4. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986 (the “Code”) that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.
5. The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. The opinion set forth in the preceding sentence is subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the Bonds be, or continue to be, qualified tax-exempt obligations. The Issuer has covenanted to comply with each such requirement.

We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

DORSEY & WHITNEY LLP

***This form of bond counsel opinion is subject to change pending the results of the sale of the Bonds contemplated herein.**

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Norwalk, Iowa (the “Issuer”), in connection with the issuance of \$6,925,000 General Obligation Corporate Purpose Bonds, Series 2017A (the “Bonds”), dated January 3, 2017. The Bonds are being issued pursuant to a resolution of the Issuer approved on December 13, 2016 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2015-2016 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report

and later than the Submission Deadline if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) The Audited Financial Statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

General Obligation Debt

Valuation by Property Classification

Valuation Trend

Schedule of Receipts and Disbursements – General Fund

Debt Limit Calculation

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13) or (14) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11) or (12) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's

receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the UMB Bank, n.a.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Dated: January 3, 2017

CITY OF NORWALK, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

APPENDIX D
AUDITED FINANCIAL STATEMENTS OF THE ISSUER

APPENDIX E

BOOK-ENTRY SYSTEM

The information in this Appendix concerning The Depository Trust Company, New York, New York (“DTC”) and DTC’s book-entry system has been obtained from DTC. Neither the Underwriter nor the Issuer take responsibility for the accuracy or completeness thereof, or for any material changes in such information subsequent to the date hereof, or for any information provided at the web sites referenced below. Beneficial Owners should confirm the following with DTC or the Direct Participants (as hereinafter defined). So long as Cede & Co. is the Registered Owner of the Bonds, as nominee of DTC, references in the Official Statement to the Bondowners or Registered Owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

Book-Entry System

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for series of the Bonds, each in the aggregate principal amount of such series, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Direct Participant as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Trustee, on any payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer does not take any responsibility for the accuracy thereof.

MINUTES TO AUTHORIZE
PRELIMINARY OFFICIAL STATEMENT
FOR SALE OF BONDS

443891-51

Norwalk, Iowa

November 17, 2016

The City Council of the City of Norwalk, Iowa, met on November 17, 2016, at _____ o'clock __.m., at the _____, in the City. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

•••••

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution authorizing the use of a preliminary official statement for the sale of bonds

WHEREAS, the City of Norwalk (the “City”), in Warren County, State of Iowa, heretofore proposed to enter into a General Obligation Corporate Purpose Loan Agreement (the “Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$7,200,000 for the purpose of paying the costs, to that extent, of constructing street, water system, sanitary sewer system and storm water drainage system improvements, installing street lighting and signalization improvements and acquiring a fire truck for use by the municipal fire department, and pursuant to law and duly published notice has held a public hearing on such proposal on November 3, 2016; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2017A (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by UMB Bank, n.a.. (the “Underwriter”);

NOW, THEREFORE, Be It Resolved by the City Council of the City of Norwalk, Iowa, as follows:

Section 1. The City Clerk is hereby authorized to take such action as shall be deemed necessary and appropriate with the assistance of Dorsey & Whitney LLP (the “Disclosure Counsel”), as bond and disclosure counsel to the City, and the Underwriter to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Underwriter of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Underwriter, together with Disclosure Counsel, is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Clerk is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Further action with respect to the Loan Agreement and the Bonds is hereby adjourned to the City Council meeting on December 1, 2016.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 17, 2016.

Mayor

Attest:

City Clerk

RESOLUTION NO
Resolution Approving Payment to United Properties for the Development Agreement
approved January 21, 2016 for Infrastructure Improvements in the Urban Renewal
Area 91005 known as Marketplace

WHEREAS, the City of Norwalk is a duly organized municipality; and,

WHEREAS, The City of Norwalk has approved the development agreement with United Properties and therefore agrees to pay the invoices reviewed and approved by the city up to \$1,300,000. Total invoices submitted through November 15, 2016 were \$1,344,838.65.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa that a Payment to United Properties be issued in the amount of \$1,300,000.

PASSED AND APPROVED this 17th day of November, 2016

Tom Phillips, Mayor

ATTEST: Jodi Eddleman, City Clerk

ROLL CALL VOTE:	Aye	Nay	Abstain	Absent
Isley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kuhl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lester	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Livingston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Riva	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY HALL – Administration
Clerk / Finance Office
OCTOBER 2016



Water Department

October 12 - 375 disconnect notices were mailed for bills that were due on the 5th;

October 19 - 191 reminders were emailed for bills that were due on the 5th;

October 25 - 101 phone calls were made for bills that were due on the 5th;

October 26 - 10 accounts were processed for non-payment shut off.

3544 new bills were printed and mailed out October 12th. These were reads collected October 1st, for September consumption, and are due on November 4th.

Utility Advisory Commission met October on 10th. The UAC meeting agendas and minutes can be viewed on the website

at: <http://www.norwalk.iowa.gov/Departments/UtilityServices.aspx> .

City Hall Administration

One resident purchased a 2016 **Premium Compost it!** sticker in October. That makes 156 addresses subscribing to this service year-to-date.

No **parking tickets** were paid at City Hall in October and no citations (written more than 30 days ago) were returned to the Police Department for non-payment processing.

There were 21 **dog licenses** issued during the month of October, 909 year-to-date. Animal Control was called out for 5 unidentified loose dogs this month, 33 year-to-date (one of the dogs was a repeat offender).

Also at the front counter during September, approximately 14 **new residents** came in to sign up for service and received a detailed explanation of the new resident packet. This information can also be found on our website at:

<http://www.norwalk.iowa.gov/HowDoI/ApplyFor/CityServices>.

October included the usual monitoring of Facebook pages; updates to the City website; and preparation of Norwalk Living and Norwalk Notes publications.

Media releases can be viewed

at: <http://www.norwalk.iowa.gov/AboutNorwalk/NewsItems.aspx>.

All **NCIS updates** can be viewed on the City's website

at: www.norwalk.iowa.gov/Departments/PublicWorks/NCISProjects.

City Council held the regular 1st and 3rd Thursday meetings in October.

Agendas, packets and minutes for each of these meetings can be viewed on the City website at:

<http://www.norwalk.iowa.gov/YourGovernment/AgendasandMinutes.aspx>.

Finance Office

Iowa Income Offset collection efforts continued in October, no further update available at this time.

The City's bank accounts were **balanced and reconciled** for the current month.

Residents were given the option to pay all or part of their **NCIS Assessments** to the City interest free, before Warren County added for collection. Of the 131 sent, 13 paid in full and 1 paid half.

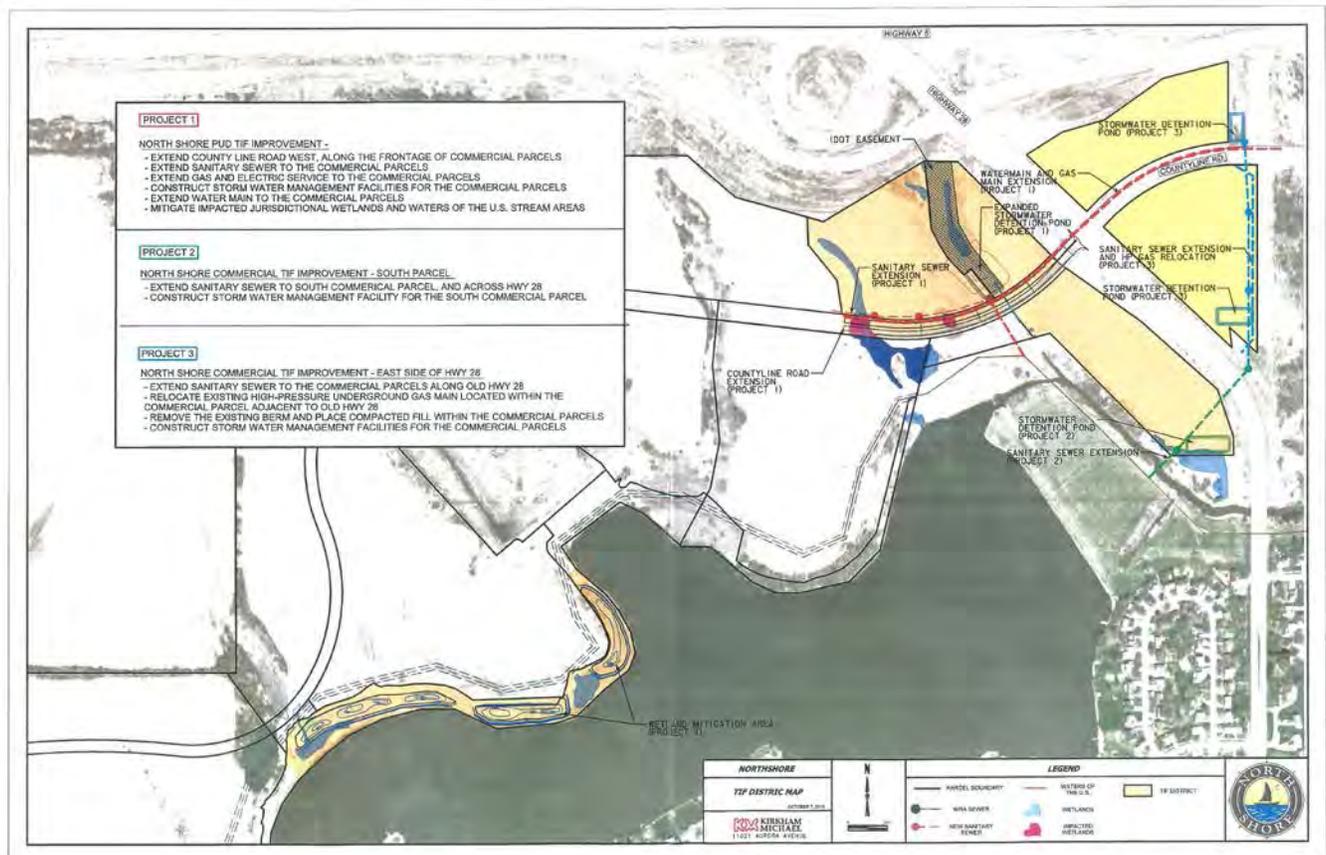
Norwalk Community Development October 2016 Monthly Report



Economic Development:

The Economic Development met on October 20, 2016 and discussed the following items:

- Discussed the Developers anticipated spring 2017 start date for Turnberry Drive in the Farms of Holland Development.
- Discussed the Developers anticipated 2018 completion of phase 1 and 2021 completion of phase 2 on the North Shore Development.
- Discussed the Hughes Farm Development and what impact the Norwalk School districts decision to build a school near this development would mean for the project and anticipated start time to extend Chatham and construct E. 18th.



North Shore

Planning and Zoning Commission

The Planning Commission met on October 10, 2016 and considered the following items:

- Request from Diligent Warrior Run, LLC to approve the Preliminary Plat of the Warrior Run Estates Plat 2
- Request from Hubbell Properties to approve the Site Plan for Edencrest at the Legacy
- Discussion on potential amendments to the parkland dedication section of the City's Subdivision Ordinance

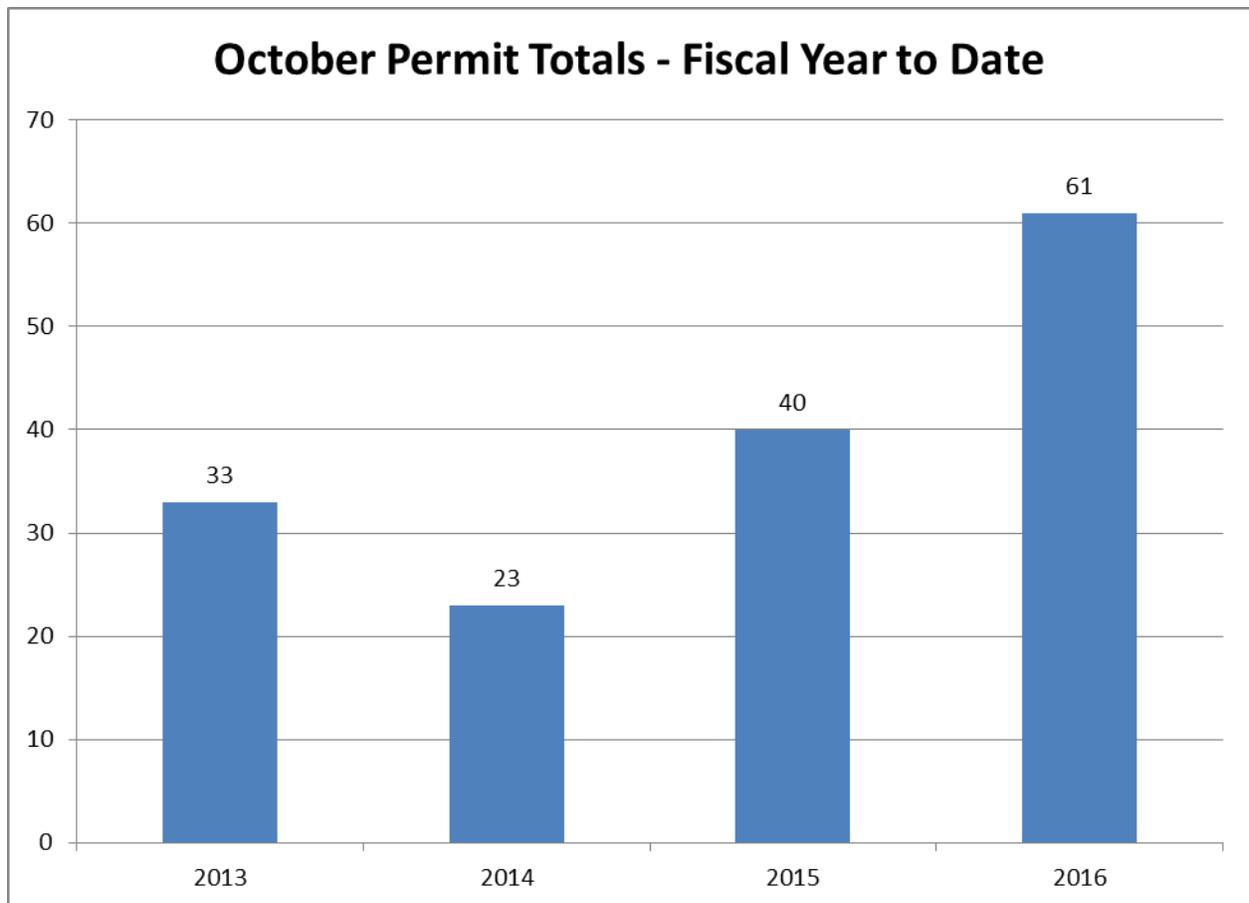
They also met on October 24, 2016 and considered the following items:

- Request from Diligent Warrior Run, LLC to approve the Preliminary Plat of the Warrior Run Estates Plat 2
- Request from Hubbell Properties to approve the Site Plan for Edencrest at the Legacy
- Discussion on potential amendments to the parkland dedication section of the City's Subdivision Ordinance
- Discussion and recommendation on amendment to the City's Urban Renewal Plan

Building Department - Permit Information:

City of Norwalk - October New Construction Building Permits

BP Issued	Single Family	Value	Townhome	Value	Multi-Family	Value	Commercial	Value
2016								
This month	8	\$ 2,609,708	2	\$ 439,081	0	\$ -	0	\$ -
YTD	124	\$ 33,527,384	13	\$ 2,762,003	0	\$ -	4	\$ 902,721
FYD	61	\$ 17,203,968	6	\$ 1,390,737			1	\$ 319,985
2015								
This month	9	\$ 2,327,947	2	\$ 611,923	0	\$ -	0	\$ -
YTD	96	\$ 28,743,107	38	\$ 8,144,747	0	\$ -	0	\$ -
FYD	40	\$ 10,962,356	13	\$ 2,987,492	0	\$ -	0	\$ -
2014								
This month	5	\$ 2,109,201	2	\$ 340,005	0	\$ -	1	\$ 345,864
YTD	67	\$ 20,726,115	6	\$ 1,573,749	6 (180 units)	\$ 19,285,963	2	\$ 4,418,833
FYD	23	\$ 7,035,303	4	\$ 951,928	4 (120 units)	\$ 12,340,784	1	\$ 345,864
2013								
This month	9	\$ 3,038,730	0	\$ -	0	\$ -	0	\$ -
YTD	73	\$ 19,696,656	21	\$ 5,516,923	0	\$ -	1	\$ 1,471,204
FYD	33	\$ 9,646,697	21	\$ 5,516,923	0	\$ -	0	\$ -



Building Permit Revenue Report			
PERMIT TYPE	MONTHLY TOTAL	OCTOBER REVENUE	FYD REVENUE
Apartment Building	0	\$ -	
Commercial Addition	0	\$ -	
Commercial Building	0	\$ -	\$ 1,713.92
Commercial Remodel	1	\$ -	\$ 4,167.54
Deck	6	\$ 150.00	\$ 511.07
Demolition	0	\$ -	
Driveway	4	\$ 125.00	\$ 450.00
Electrical	10	\$ 505.00	\$ 5,419.75
Fence	3	\$ 75.00	\$ 675.00
Garage	2	\$ 739.87	\$ 1,189.11
Misc	1	\$ 25.00	\$ 150.00
Mechanical	1	\$ 80.00	\$ 2,460.00
Plumbing	6	\$ 345.00	\$ 5,117.00
Porch	1	\$ 69.52	\$ 119.52
Pool	0	\$ -	\$ 65.00
Residential (Single Family)	8	\$ 22,535.95	\$ 157,345.59
Residential Addition	2	\$ 1,964.40	\$ 1,964.40
Residential Remodel	3	\$ 781.97	\$ 1,545.30
Shed	3	\$ 75.00	\$ 75.00
Sidewalk	0	\$ -	\$ 25.00
Sign	0	\$ -	\$ 367.80
Townhome	2	\$ 4,597.40	\$ 14,087.23
	53	\$ 32,069.11	\$ 197,448.23

Building inspections averaged over 12 inspections a day during the 21 working days in October.

October Storm Water/Nuisance Inspections:

- 7 Nuisance Inspections
- 23 City Project Weekly Storm Water Inspections
- 223 Storm Water Inspections
- 253 Total Inspections for Oct

OCTOBER BUILDING INSPECTIONS

Deck	15
Electrical	29
Final	14
Footing	35
Foundation Drain	1
Foundation Wall	18
Framing	28
Mechanical	24
Plumbing	45
Sheer Wall	12
Sidewalk/Approach	37
Tar/Tile/Gravel	3
TOTAL INSPECTIONS	261

FY 15-16 Budget	BALANCE
\$120,000	\$ 77,448.23

**CITY OF NORWALK
REVENUE SUMMARY
OCTOBER 2016**

	<u>CURRENT BUDGET</u>	<u>CURRENT PERIOD</u>	<u>YTD ACTUAL</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
001-GENERAL FUND	4,624,087	1,375,828	2,133,812	2,509,479	46.0
003-T & A POLICE	5,000	-	5,665	(665)	113.3
110-ROAD USE TAX FUND	1,156,800	91,039	470,181	686,619	40.6
112-SPECIAL REVENUE	1,175,583	388,294	438,654	736,929	37.3
113-T A SELF FUND DEDUCTI	39,000	-	-	39,000	-
125-TIF	2,452,485	817,721	935,796	1,516,689	38.2
160-ECONOMIC DEVELOPMENT	104,700	-	-	104,700	-
183-T & A LIBRARY	500	(5,908)	8,241	8,741	1,648.0
184-T & A PARK TRUST	8,398	840	4,848	3,550	57.7
200-DEBT SERVICE FUND	2,473,704	672,650	764,797	1,708,907	30.9
300-CAPITAL PROJECTS	1,787,368	-	-	1,787,368	-
405-NCIS INFRASTRUCTURE	1,200,000	-	-	1,200,000	-
600-WATER FUND	1,594,300	183,624	796,354	797,946	50.0
601-WATER REV BONDS 2000	83,232	-	-	83,232	-
605-T & A WATER DEPOSITS	16,000	3,043	16,885	(885)	105.5
610-SEWER FUND	1,748,000	191,626	804,596	943,404	46.0
611-SEWER IMPROVEMENT FUND	52,360	-	-	52,360	-
613-SEWER SINKING FUND	52,360	-	-	52,360	-
615-NORTHWEST SEWER TRUNK	75,000	-	-	75,000	-
740-STORM WATER UTILITY	382,350	32,445	128,006	254,344	33.5
810-EQUIPMENT REVOLVING F	80,000	261	32,464	47,536	40.6
TOTAL REVENUES	19,111,227	3,751,463	6,540,297	12,587,368	34.1

**CITY OF NORWALK
EXPENDITURE SUMMARY
OCTOBER 2016**

	<u>CURRENT BUDGET</u>	<u>CURRENT PERIOD</u>	<u>YTD ACTUAL</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
001-GENERAL FUND	4,740,600	448,268	1,853,375	2,887,306	39.1
003-T & A POLICE	7,200	-	126	7,074	1.8
110-ROAD USE TAX FUND	1,141,200	119,839	416,445	724,755	36.5
112-SPECIAL REVENUE	1,304,199	90,948	402,843	901,356	30.9
113-T A SELF FUND DEDUCTI	39,000	-	-	39,000	-
125-TIF	3,440,652	-	201,000	3,239,652	5.8
160-ECONOMIC DEVELOPMENT	127,600	1,119	36,560	91,040	28.7
183-T & A LIBRARY	10,112	-	-	10,112	-
184-T & A PARK TRUST	64,421	2,058	15,240	49,181	23.7
200-DEBT SERVICE FUND	2,383,207	-	224,200	2,159,007	9.4
300-CAPITAL PROJECTS	941,272	393,649	1,339,199	(397,927)	955.7
405-CIP-NCIS INFRASTRUCTU	172,000	-	184,880	(12,880)	107.5
600-WATER FUND	1,575,232	100,837	446,272	1,128,960	28.3
601-WATER REV BONDS 2000	83,231	-	-	83,231	-
605-T & A WATER DEPOSITS	16,000	1,590	5,680	10,320	35.5
610-SEWER FUND	1,682,518	42,834	541,632	1,140,886	32.2
611-SEWER IMPROVEMENT FUND	52,360	-	-	52,360	-
740-STORM WATER UTILITY	375,800	22,486	80,557	295,243	21.4
810-EQUIPMENT REVOLVING F	80,000	1,898	10,405	69,595	13.0
TOTAL EXPENDITURES	18,236,604	1,225,525	5,758,412	12,478,273	31.6

OCTOBER 2016 REVENUE/EXPENSE SUMMARY		
Fund	% Amount	Revenues Explanation:
001	46	Taxes deposited in October
110	40.6	Road Use Tax revenues are ahead of budget target
160	0	Transfers to Economic Development are complete in June of each year
183	1648	Library Contributions more than anticipated
300	0	GO Bond yet to be issued
405	0	GO Bond yet to be issued
600	50	Water revenues ahead of budget target
605	105.5	Utility deposits more than anticipated
610	46	Sewer revenues ahead of budget target
Fund	% Amount	Expenditures Explanation:
300	100.45	GO Bond will be issued/Budget Amendment will be necessary for CIPs
405	107.49	GO Bond will be issued/Budget Amendment will be necessary for NCIS

October 2016 Treasurer's Report

FUND	Beginning Cash Balance	MTD Revenue	MTD Expenditures	Cash Basis Balance	Net Change Other assets	Net Change Liabilities	Accrual Ending Cash Balance
General	865,127.57	1,375,828.04	448,267.81	1,792,687.80		32,154.69	1,824,842.49
Trust & Agency	38,736.84	0.00	0.00	38,736.84			38,736.84
Road Use Tax	780,733.57	91,038.79	119,838.80	751,933.56		5,633.52	757,567.08
Special Revenue	470,830.64	388,293.85	90,948.00	768,176.49		-995.33	767,181.16
T&A Self funding	3,696.82	0.00	0.00	3,696.82			3,696.82
TIF	1,121,314.81	817,721.09	0.00	1,939,035.90			1,939,035.90
HIDTA forfeiture	20,288.64	0.00	0.00	20,288.64			20,288.64
Economic Development	(26,987.68)	0.00	1,118.82	-28,106.50		(9.42)	-28,115.92
T&A Plumbers Bonds	10,395.71	0.00	0.00	10,395.71			10,395.71
T&A Library Trust	23,104.06	(5,907.70)	0.00	17,196.36			17,196.36
T&A Park Trust	127,783.16	840.18	2,058.00	126,565.34			126,565.34
Debt Service	(40,220.86)	672,650.03	0.00	632,429.17			632,429.17
Capital Improvements	1,259,252.93	0.00	393,648.92	865,604.01			865,604.01
NCIS Infrastructure	369,213.46	0.00	0.00	369,213.46			369,213.46
Water Utility	701,713.09	183,612.77	100,837.18	784,488.68		2,528.95	787,017.63
Water bond/sinking fund	6,443.33	0.00	0.00	6,443.33			6,443.33
Water Reserve	94,628.79	0.00	0.00	94,628.79			94,628.79
Water Improvement	259,976.17	0.00	0.00	259,976.17			259,976.17
Water T&A	242,990.64	3,042.70	1,590.00	244,443.34			244,443.34
Water equipment replacement	60,288.00	0.00	0.00	60,288.00			60,288.00
Sewer Utility	1,145,949.47	191,626.49	42,833.66	1,294,742.30		3,191.90	1,297,934.20
Sewer Improvement	165,981.29	0.00	0.00	165,981.29			165,981.29
Sewer Reserve	110,082.12	0.00	0.00	110,082.12			110,082.12
Sewer Surplus	69,978.67	0.00	0.00	69,978.67			69,978.67
Northwest Sewer Trunk	(80,529.18)	0.00	0.00	-80,529.18			-80,529.18
Sewer equipment replacement	90,683.77	0.00	0.00	90,683.77			90,683.77
Storm Water	593,344.53	32,444.83	22,485.67	603,303.69		2,004.52	605,308.21
Storm water equipment replacement	15,000.00	0.00	0.00	15,000.00			15,000.00
Warren Water Buyout	133,577.73	11.81	0.00	133,589.54			133,589.54
Equipment Revolving	23,695.79	261.00	1,898.00	22,058.79			22,058.79
Outstanding Deposits	8,657,073.88						-9,574.34
Outstanding Checks							88,714.56
Bank Balance							11,306,661.95
ACH CC P&R PAYMENT							-79.60
WAGES PAYABLE POSTED 11/4/2016							88,888.65
Ending Cash Balance	8,657,073.88	3,751,463.88	1,225,524.86	11,183,012.90		44,508.83	11,395,471.00
City State Bank	7,474,800.99						
City State Bank MM	3,231,455.75						
City State Dog Park	14,806.65						
City State HIDTA	20,288.64						
City State Local Forfeiture Fund	89.00						
Community State Bank	654,029.97						
Total Bank Balance	11,395,471.00						

Finance Director: Jean Furler



NORWALK EASTER PUBLIC LIBRARY

Director's Report – November 2016 (FY17)

Monthly Statistics (Used for Annual Report to State Library):

- Library Visitors during previous month: 5,252
 - **Percentage Change: 10% decrease from October 2015**
- Circulation of items during previous month:
 - 6,343 (items within library)
 - 607 (Bridges items)
 - 67 (Zinio items)
 - **7,017 Total**
 - **Percentage Change: 2% decrease from October 2015**
- New Accounts during previous month:
 - 43 Adult accounts
 - 13 Juvenile accounts
- Community Room Rentals during previous month:
 - 8 Rentals
- Reference Interactions during previous month:
 - 45 @ Circulation Desk
 - 39 @ Youth Services Desk
 - **84 Total**
- Library Volunteers during the previous month:
 - 5 participants
 - 7 number of hours volunteered

- Programming Statistics:

	# of Programs	# of Participants
Children's	19	633
Teen	1	12
Adult	6	79
Adult Outreach	4	19
Technology Help Sessions	2	2
Exam Proctoring	5	5

Youth Services:

We shared some Halloween fun with over 150 people this month, with pumpkin decorating, games, and sensory activities for toddlers and preschoolers. We also tried something new with our teen Blacklight Party – glow sticks, highlighters, and balloons galore! Teens took over the library after hours for glow in the dark games and crafts. Our outreach efforts to local preschools continued with three traveling story times, in addition to our regularly scheduled story times and after school activities.

Adult Services:

- Novel Night book club had 3 participants for their second meeting.
- Novel Year book club had 2 sessions, with 6 attending the discussion and 6 attending the speaker from the Iowa Dept. for the Blind
- There were 13 women at the P.E.O. brunch at the library with myself doing the program “What is happening at your library.” We had a couple of new card sign-ups, several program sign-ups and some card updates from that meeting
- 27 attended the “Sip and Paint” Adult craft night and I got most of them to sign-up for the November Craft Night
- 24 attended the Trending Topics speaker on “The Gift of Choices Made” about advanced directives and living wills by Chaplain Eric Johnson, UnityPoint Hospitals

I also attended two central Iowa professional development events – the Ad Lib group, hosted by Adel Public Library and the Director's Round Table, hosted by the state library at Polk City.

Nov. 3rd is the next Ad Lib meeting at Des Moines Library and this group is moving ahead well and starting to gel. For upcoming events, we have: 1) Nov. 7th, from 11 – 1 PM, author Gail Kittleson

book talk & signing; 2) 6:30 PM Nov. 15th, Trending Topics on Home Declutter/Organization; and 3) Nov. 28th, 6:30 PM, Craft Night for Felt Ornaments and Holiday Countdown Calendars.

Assistant Director:

I added 383 new items to the collection in the month of October. If the “new” shelves ever look sparse, don’t worry! Please know that we have hundreds of items that are cataloged to be on the “new” shelf but they don’t stay put for long – our patrons really love our new items! If you would like to take a closer look at what’s new, you can watch the scroll at the top of the page of our online catalog OR you can go to the “What’s New” tab under the scroll and select what new items you want to see and from what date.

October Stats:	
Total # of Items Added	383
Total # of Items Withdrawn	0

General Library Information:

Director Sealine has continued to focus on updating the library patron computers with the help of the IT department. It has taken re-imaging the machines completely and working together to learn how they should be set up. At this time, the machines seem to be functioning correctly. I have also been working with the public works department and City Council to get a new boiler for the library in the works. As mentioned in October, we discovered that the boiler had a crack in it but due to the age, parts were no longer available to fix it. A local Norwalk company has bid on installing a high-energy efficiency boiler and City Council has approved it. The funds will be taken from the general fund reserves. By going with the high-efficiency boiler, we will be able to save money in energy costs. I am working with public works to get exact numbers on how much will be saved, but in the mean time we did get information from MidAmerica Energy that the new boiler is eligible for a rebate of over \$15,000!

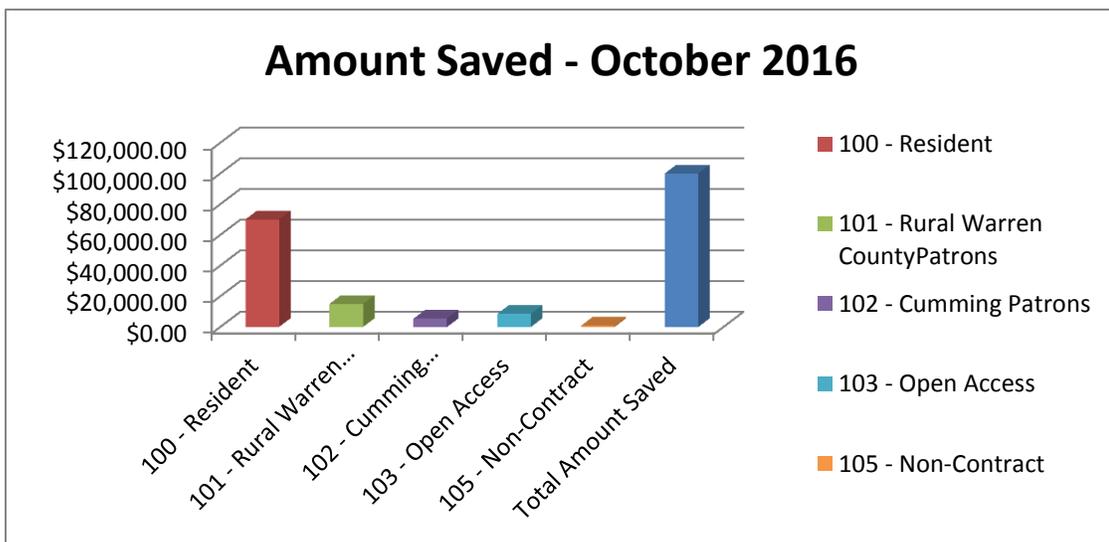
Director Sealine has also been working to find resources related to building maintenance plans, attending city council meetings, department head meetings, area meetings for Warren County Librarians and other metro area directors, in addition to working through policy/procedures. The city website is not currently functioning correctly; therefore it has been

rolled back to earlier versions of the site. Director Sealine is working to participate on city committees to develop a new website.

The annual report from the State Library became available in late October and Director Sealine has begun to pull together the information to create a finalized report. Finally, we have been working on pulling together budget proposal information and CIP information. Director Sealine continues to help proctor exams for a variety of patrons within the Norwalk community.

During November, it is my hope to finalize the FY18 budget proposal for city council as well as for the Library Board of Trustees. It is also important that I review our Policy Review schedule and set out a plan for 2017, which will also include building maintenance schedule/reminders for the year. IN addition, I am having some issues with the digital display and will be working with tech support to get it figured out. I also will be writing up my final evaluation for the Warren County Philanthropic Partnership regarding this project. Finally, I will be reviewing the new standards for the State Library Accreditation program to see what plan we will need to put in place to make sure we remain at the current level of funding and are serving the library community to the best of our ability.

Below is a graph of money that library patrons have saved during the month of October by using Norwalk Easter Public Library for their book/print materials checkout. This does not include the amount patrons have saved by using our online digital resources, programming, facilities, or computer/internet access.



October 2016 Parks and Recreation Activities

October Highlights

The newest adventure was the Grand Opening for the dog park located in City Park. Dog treats and neckerchiefs were handed out along with a ribbon cutting with the dog park committee in attendance. The weekend tournaments that we host at the complex came to a close. The Lakewood intramurals that we organize began this month starting off with the 3rd graders. Congratulations to Mrs. White's class as they are this year's champions! Adult volleyball ended its first session. The OPALS lunch started back up its monthly gathering with a brunch. Our fitness classes and TKD class are continuing as always.

Park Commission Board

The board met on Oct 5 @ 6pm. Five members plus the Parks & Recreation Director met, along with six visitors. Old business discussed: Oct 18 pool bid date, Holland Park north end should be done in Nov, dog park security system, new park on Orchard Dr that had much discussion with the visitors present. New business discussed: need to come up with priority capital budget list, WC Philanthropic grant is going to a yearly grant, and reviewed September activities.

Staff

The staff has begun winterizing the sports complex and parks. The summer mowing staff is finished with their jobs. Our staff was involved with getting the sports complex ready for the annual Monster Dash and the HS XC meet. To finish the month off we held our Ghostly Good Times, playing games and passing out candy to the local ghost and goblins.

Activities	Team	Participants
OPALS		15
Creative Art		15
Craft Club		4
Adult PU Basketball		23
Women's VB	6	
Youth Volleyball		37
Monster Dash Run		60
5 th /6 th Basketball	3	30
PK Little Dribblers	3	51
K Little Dribblers	3	42
Ghostly Good Times		100+

Submitted by

Nancy Kuehl, Director



TO: HONORABLE MAYOR AND MEMBERS OF COUNCIL
FROM: GREG STAPLES, CHIEF OF POLICE
SUBJECT: MONTHLY REPORT –OCTOBER 2016
DATE: NOVEMBER 17, 2016
CC: LUKE NELSON, CITY MANAGER

Significant Incidents

- On the 30th, Officers responded to reported assault. On arrival evidence indicated that a domestic argument had occurred and a suspect strangled and severely beat their partner. The suspect was arrested and charged with multiple offenses including Attempted Murder.
- The Community Impact Officer work on investigations involving 18 incidents worked on patrol and participated in regional investigators meetings and community policing activities.
- The 24th annual DARE classes were begun
- Police calls for service are up **7.8 %** year to date over 2015

Community Policing / Involvement

- On the 3rd Chief Staples and Officer Criswell judged a seatbelt poster contest with the 4th grade classes at Lakewood
- On the 4th Chief Staples attended the jail / courthouse construction meeting
- On the 8th Chief Staples attended Community Chat
- On the 11th Chief Staples attended the Metro Advisory Committee concerning mutual aid requests
- On the 11th Chief Staples attended the SIAC Kick off meeting at East view as a member of the Safe and Drug Free Schools.
- On the 14th Officer Criswell and Chief Staples held a pizza party for two 4th grade classes that won the seatbelt poster contest
- On the 18th Assistant Chief Westvold attended the jail / courthouse construction meeting
- On the 20th Chief Staples attended the monthly Norwalk Ministerial Association meeting
- On the 25th Chief Staples worked the Tip Night Event at Pizza Ranch to raise money for the Warren County Child Abuse Prevention Council
- On the 27th Chief Staples attended the Chamber lunch meeting
- On the 29th Multiple officers sponsored and worked the Bingo Game at PTO family Fun night
- On the 30th the 2016 Walk About Project concluded with multiple officers walking neighborhoods during Beggars Night

Training

DATE	OFFICER	TRAINING	HOURS
Various	All	Arrest of Foreign Nationals – On Line Training	1
19 th	Lewiston	ASP Instructor - recertification	8
25,26,27	Westvold, Croat	CAD / RMS configuration and set up	24
Various	Spurr	Driver Training of New Recruits	40

Statistical Reporting

Traffic and General Activities

	Oct	Oct	
	2015	2016	Change
Traffic Related			
Traffic Stops	92	188	96
Moving Violations	18	40	22
<i>Speeding</i>	9	31	22
Impaired Driving	5	3	-2
Equipment / License Citations	12	9	-3
<i>Occupant Protection</i>	0	1	1
Written Warnings	46	104	58
Crash Investigations	9	12	3
General Activities	2015	2016	Change
Drug Investigations	4	3	-1
Officer Initiated Incidents	6	4	-2
Public Service Calls	61	68	7
Calls For Service	537	524	-13

Criminal Incidents

	Oct	Oct	
	2015	2016	Change
Crimes Against Person			
Assault Offenses	4	4	0
Sexual Assault Forcible	1	1	0
Sexual Assault Non-Forcible	0	0	0
Robbery	0	0	0
Homicide	0	0	0
<i>Subtotal</i>	5	5	0
Crimes Against Property	2015	2016	Change
Burglary	2	0	-2
Fraud / Forgery / Embezzle	2	0	-2
Theft / Larceny	11	5	-6
Motor Vehicle Theft	0	1	1
Property Damage	4	2	-2
<i>Subtotal</i>	19	8	-11
Total	24	13	-11

Out and About With the NPD

The NPD participating in the Pink Patch Project to raise money for the John Stoddard Cancer Center

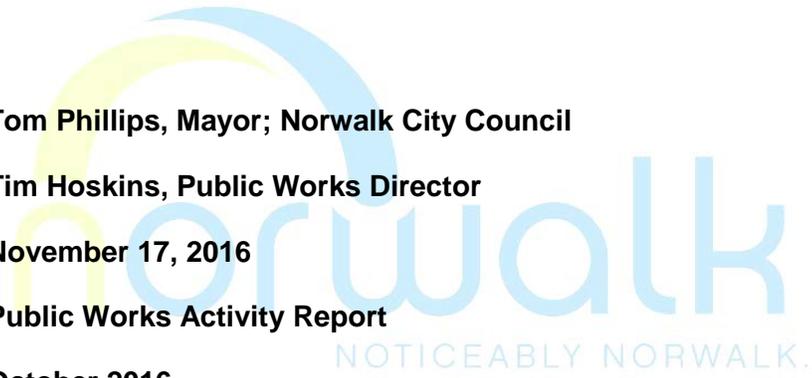


Officers with the PTO Fun night prizes



MEMORANDUM

TO: Tom Phillips, Mayor; Norwalk City Council
FROM: Tim Hoskins, Public Works Director
DATE: November 17, 2016
RE: Public Works Activity Report
Period: October 2016



WATER ACTIVITIES:

- Daily master pit readings
- Installation of new meters
- Responded to 113 Iowa One call utility locates, and 3 emergency locates
- Perform chlorine samples as required for IDNR reporting
- Meet with Des Moines Water Works for proposed transmission main project
- Transport bacterial tests to DMWW Lab
- Meeting with Municipal Supply for fixed based meter system implementation
- Complete monthly operating report for the IDNR
- Staff attends AWWA water conference

WASTEWATER ACTIVITIES:

- Perform lift station daily checks and recording
- clean lift station grit baskets-weekly

REQUESTS FOR SERVICE:

DATE	DEPT.	ACTIVITY	REQUEST
10/03/2016	PW	Build	Please replace mail box
10/13/2016	PD	Trans	LOF, Serviced
10/04/2016	Parks	Build	Repair toilet gaskets
10/07/2016	FD	Build	HVAC belt is broken
10/11/2016	Library	Build	Leaking Heat pump
10/12/2016	Library	Build	Men's door hard to open
10/13/2016	Library	Build	No Heat
10/14/2016	PD	Trans	Pass side wheel brg, brakes, need for oil change
10/14/2016	PD FD	Build	Bulbs to replace at FD in sign
10/17/2016	JOE	Trans	brake line leaking and high idle
10/19/2016	Parks	Build	Please add weather strip to all of the doors at pool
10/18/2016	PD	Build	Overhead light is out in East holding cell
10/19/2016	Parks	Build	Please winterize the pool
10/17/2016	Parks	Build	Please winterize the parks and complex
10/20/2016	Schools	Build	please repair light on bus side of build

ANIMAL CONTROL:

- Respond to unattended dog complaints
- Tend to dogs held in kennel
- Clean and sanitize kennel

ROADWAY RELATED ACTIVITIES:

- Fill pot holes
- Mow and trim Right of Ways
- Pavement repairs
- Install signage new subdivisions and streets
- Provide traffic control devices for local football games

STORMWATER RELATED ACTIVITIES:

- Perform intake repairs

ADMINISTRATIVE:

- Prepare documents for council meetings
- Participate in Pre-construction meeting for West North Ave. Trail
- Perform infrastructure inspection of MarketPlace development
- Hosted a preconstruction conference for the Orchard View Townhome project
- Attend council meetings
- Attend Beardsley Stormwater Detention/Holland Park project progress meeting
- Participate in Lakewood Drive Engineering selection committee meeting
- Attend Warren County Hazard Mitigation meeting
- Attend Contractors meeting for Beardsley Stormwater Detention
- Participate in Aquatic Center bid letting
- Attend CIRDWC Technical Committee meeting
- Attend monthly Metro Public Works Directors meeting

MISCELLANEOUS ACTIVITIES:

- Set up and teardown for Octoberfest event
- Lower flags to half-staff when ordered



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 7
For Meeting of 11.17.2016

ITEM TITLE: Urban Renewal Area Amendment
CONTACT PERSON: Luke Nelson

SUMMARY EXPLANATION & HISTORY:

The City has engaged two different developers regarding three distinct projects for commercial development. The Economic Development Committee has been a party to several considerations of incentives. As the City finalizes the draft development agreements we will begin the Urban Renewal Amendment process. This process provides the City with the legal ability to enter into agreements with the developers.

An amendment to the Plan will be prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (i) providing tax increment financing support to the **North Shore** Commercial Development Project, including the corresponding construction of public infrastructure; (ii) providing tax increment financing support to the **Turnberry Drive** Commercial Development Project, including the corresponding construction of public infrastructure.



FUNDING:

The draft agreement for **Turnberry** is proposed as a grant for the installation of infrastructure improvements. This project is currently estimated at \$1M. The grant will be financed with TIF and paid through collection of property taxes.

The draft agreement for the **North Shore** is anticipated to be a TIF rebate paid through ongoing rebates from new development within the area. The draft agreement will have a maximum rebate established (approximately \$2.3M). That maximum amount has not yet been formalized.

ALTERNATIVES:

1. Proceed with actions as noted by Bond Counsel. This will include a public hearing and adoption of an ordinance.
2. Take no action at this time.

RECOMMENDATION:

Staff will continue to work with developers and the Economic Development Committee to review draft agreements. Council will have an opportunity to review the details of each development agreement prior to approval. Moving forward with the Urban Renewal Area does not finalize draft development agreements. That is a separate action by Council. **Staff recommends Alternative 1.**

CITY OF NORWALK, IOWA
URBAN RENEWAL PLAN AMENDMENT
NORWALK URBAN RENEWAL AREA

November, 2016

The Urban Renewal Plan (the “Plan”) for the Norwalk Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purposes of adding certain property to the Urban Renewal Area and identifying new urban renewal projects to be undertaken therein.

1) Addition of Property. The real property (the "Property") legally described on Exhibit B hereto is, by virtue of this Amendment, being added as the November, 2016 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area. It is anticipated that the City will adopt an ordinance providing for the division of property tax revenues, as set forth in Section 403.19 of the Code of Iowa, with respect to the Property.

3) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following projects:

A.

Name of Project: Turnberry Drive Commercial Development Project

Name of Urban Renewal Area: Norwalk Urban Renewal Area

Date of Council Approval of Project: November 17, 2016

Description of Project and Project Site: K & F LLC (the “Turnberry Developer”) has proposed to undertake the commercial development (the “Turnberry Development Project”) of certain property described in City Ordinance No. 15-07 providing for the Holland Planned Unit Development (the “Turnberry Development Property”) in the Urban Renewal Area, including the corresponding construction of public infrastructure (Turnberry Drive and its related infrastructure).

It has been requested that the City provide tax increment financing assistance to the Turnberry Developer in support of the efforts to complete the Turnberry Development Project.

The costs incurred by the City in providing tax increment financing assistance to the Turnberry Developer will include legal and administrative fees (the “Admin Fees”) associated with the initiation, authorization and carrying out of the City’s participation therein in an amount not to exceed \$6,000.

Description of Public Infrastructure: It is not anticipated that the City will install public infrastructure in connection with the carrying out of the Turnberry Development Project.

Description of Properties to be Acquired in Connection with Project: It is not anticipated that the City will acquire real property in connection with the carrying out of the Turnberry Development Project.

Description of Use of TIF: The City intends to enter into an economic development agreement (the “Agreement”) with the Developer with respect to the Turnberry Development Project and to provide an economic development grant (the “Grant”) thereunder. The Grant may be funded (i) with borrowed funds; (ii) an internal advance of funds to be repaid with future incremental property tax revenues to be derived from the Urban Renewal Area; or (iii) a combination thereof. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Turnberry Project will not exceed \$1,000,000, plus the Admin Fees and interest expense on any borrowing undertaken for the funding of the Grant.

B.

Name of Project: North Shore Commercial Development Project

Name of Urban Renewal Area: Norwalk Urban Renewal Area

Date of Council Approval of Project: November 17, 2016

Description of Project and Project Site: Road Contractors, Inc. (the “North Shore Developer”) has proposed to undertake the commercial development of the Property (as defined in Section 1 of this Amendment), including the corresponding construction of public infrastructure.

It has been requested that the City provide tax increment financing assistance to the North Shore Developer in support of the efforts to complete the North Shore Development Project.

The costs incurred by the City in providing tax increment financing assistance to the North Shore Developer will include legal and administrative fees (the “Admin Fees”) associated with the initiation, authorization and carrying out of the City’s participation therein in an amount not to exceed \$6,000.

Description of Public Infrastructure: It is not anticipated that the City will install public infrastructure in connection with the carrying out of the Project.

Description of Properties to be Acquired in Connection with Project: It is not anticipated that the City will acquire real property in connection with the carrying out of the Project.

Description of Use of TIF: The City intends to enter into a Development Agreement with the North Shore Developer with respect to the construction and use of the completed Project and to provide annual appropriation economic development payments (the “Payments”) to the North Shore Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the North Shore Development Project will not exceed \$2,800,000, plus the Admin Fees.

4) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$35,756,824</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed debt to be incurred in connection with November, 2016 Amendment*	<u>\$3,812,000**</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

**Plus interest on up to \$1,000,000 of debt

EXHIBIT A

**DESCRIPTION OF 2016 ADDITION PROPERTY
NORWALK URBAN RENEWAL AREA**

Certain property situated in the City of Norwalk, County of Warren, State of Iowa legally

NORTHWEST

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M. LYING WEST OF IOWA 28, NORTH OF FUTURE ECHO VALLEY DRIVE RIGHT OF WAY, AND SOUTH OF IOWA 5 RIGHT OF WAY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFFERING TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°(DEGREES)49'(MINUTES)56''(SECONDS) WEST, 1529.45 FEET ON THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 00°10'44" WEST, 34.60 FEET TO THE SOUTHWEST RIGHT OF WAY CORNER OF IOWA 28 AND IOWA 5 AND THE POINT OF BEGINNING THENCE SOUTH 44°48'24" EAST, 676.22 FEET ON THE WESTERLY RIGHT OF WAY LINE OF IOWA 28 TO THE NORTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE; THENCE SOUTH 42°58'03" WEST, 7.53 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE, 941.74 FEET ON A 1000.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT WITH A CHORD BEARING OF SOUTH 69°40'38" WEST, 907.33 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 83°20'38" WEST, 211.30 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 08°41'39" WEST, 175.31 FEET; THENCE NORTH 39°06'12" WEST, 232.76 FEET; THENCE NORTH 02°17'43" WEST, 142.34 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF IOWA 5; THENCE SOUTH 74°06'40" EAST, 84.53 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 59°06'35" EAST, 600.71 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 88°09'53" EAST, 171.60 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING (662,218 SQUARE FEET) 15.20 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

ROADWAY

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M. LYING WEST OF IOWA 28, AND IS THE FUTURE ECHO VALLEY DRIVE RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFFERING TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°(DEGREES)49'(MINUTES)56''(SECONDS) WEST, 1529.45 FEET ON THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 00°10'44" WEST, 34.60 FEET TO THE SOUTHWEST RIGHT OF WAY CORNER OF IOWA 28 AND IOWA 5; THENCE SOUTH 44°48'24" EAST, 676.22 FEET ON WESTERLY RIGHT OF WAY OF IOWA 28 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 44°48'24" EAST, 62.31 FEET ON

SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 54°31'18" EAST, 38.00 FEET ON SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE; THENCE SOUTH 42°35'06" WEST, 9.60 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE 783.40 FEET ON A 1100.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT WITH A CHORD BEARING OF SOUTH 69°40'38" WEST, 986.06 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 83°20'38" WEST, 211.30 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 06°39'22" EAST, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE; THENCE SOUTH 83°20'38" EAST, 211.30 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE 941.74 FEET ON A 1000.00 FOOT RADIUS TANGENT CURVE TO THE LEFT WITH A CHORD BEARING OF NORTH 69°40'38" EAST, 907.33 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 42°58'03" EAST, 7.53 FEET ON SAID NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING (120,669 SQUARE FEET) 2.77 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

SOUTHWEST

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M. LYING WEST OF IOWA 28 AND SOUTH OF FUTURE ECHO VALLEY DRIVE RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFFERING TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°(DEGREES)49'(MINUTES)56"(SECONDS) WEST, 1529.45 FEET ON THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 00°10'44" WEST, 34.60 FEET TO THE SOUTHWEST RIGHT OF WAY CORNER OF IOWA 28 AND IOWA 5; THENCE SOUTH 44°48'24" EAST, 738.53 FEET ON WESTERLY RIGHT OF WAY LINE OF IOWA 28; THENCE SOUTH 54°31'18" EAST, 38.00 FEET ON SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 54°31'18" EAST, 474.23 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 48°14'36" EAST, 522.87 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 18°32'35" EAST, 256.04 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°06'04" EAST, 92.61 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 89°37'38" WEST, 319.12 FEET; THENCE NORTH 44°34'41" WEST, 881.00 FEET; THENCE SOUTH 75°01'34" WEST, 670.00 FEET; THENCE NORTH 13°26'34" EAST, 156.72 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE; THENCE 783.40 FEET ON A 1100.00 FOOT RADIUS TANGENT CURVE TO THE LEFT WITH A CHORD BEARING OF NORTH 63°06'03" EAST, 766.95 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 42°35'06" EAST, 9.60 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING (514,328 SQUARE FEET) 11.81 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

NORTHEAST

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M. LYING WEST OF IOWA 296 (FORMERLY IOWA 28) RIGHT OF WAY, EAST OF IOWA 28 RIGHT OF WAY, NORTH OF ECHO VALLEY DRIVE RIGHT OF WAY, AND SOUTH OF IOWA 5 RIGHT OF WAY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID SECTION 36,

THENCE NORTH 89°(DEGREES)49'(MINUTES)56''(SECONDS) WEST, 149.82 FEET ON THE SOUTH LINE OF SAID SECTION 36;

THENCE NORTH 00°42'24" EAST, 62.70 FEET TO THE NORTHWEST RIGHT OF WAY CORNER OF SAID IOWA 296 AND ECHO VALLEY DRIVE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE 821.42 FEET ON A 1049.87 FOOT RADIUS TANGENT CURVE TO THE LEFT WITH A CHORD BEARING OF SOUTH 63°54'02" WEST, 800.62 FEET ON THE NORTH RIGHT OF WAY LINE OF ECHO VALLEY DRIVE TO THE NORTHEAST RIGHT OF WAY CORNER OF IOWA 28 AND ECHO VALLEY DRIVE;

THENCE NORTH 46°42'07" WEST, 426.11 FEET ON THE EASTERLY RIGHT OF WAY LINE OF IOWA 28 TO THE SOUTHEAST RIGHT OF WAY CORNER OF IOWA 28 AND IOWA 5;

THENCE NORTH 57°23'15" EAST, 214.37 FEET ON THE SOUTHERLY RIGHT OF WAY LINE OF IOWA 5;

THENCE NORTH 74°03'14" EAST, 227.65 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE NORTH 54°48'03" EAST, 364.77 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE NORTH 75°46'41" EAST, 342.36 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE TO THE WEST RIGHT OF WAY LINE OF IOWA 296;

THENCE SOUTH 00°02'28" WEST, 412.46 FEET ON SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING (355,870 SQUARE FEET) 8.17 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

SOUTHEAST PARCEL

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF WARREN COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SECTION 1; THENCE SOUTH 00°(DEGREES) 00'(MINUTES) 56"(SECONDS) WEST, 51.69 FEET ON THE EAST LINE OF SAID SECTION 1 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°00'56" WEST, 961.21 FEET ON THE EAST LINE OF SAID SECTION 1 TO THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 28; THENCE NORTH 47°11'01" WEST, 192.33 FEET ON SAID NORTHERLY RIGHT OF WAY LINE TO THE WESTERLY RIGHT OF WAY LINE OF OLD HIGHWAY 28; THENCE SOUTH 07°16'49" EAST, 105.98 FEET ON SAID WESTERLY RIGHT OF WAY TO THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 28; THENCE NORTH 46°39'11" WEST, 902.64 FEET ON SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF ECHO VALLEY DRIVE; THENCE NORTHEASTERLY 727.08 FEET ON A 935.04 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD LENGTH OF 708.90 FEET AND BEARS NORTH 63°30'52" EAST ON SAID SOUTHERLY RIGHT OF WAY; THENCE SOUTH 89°57'29" EAST, 149.82 FEET ON SAID SOUTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING, CONTAINING (458,468 SQUARE FEET) 10.52 ACRES MORE OR LESS.

HWY 28 PARCEL

LEGAL DESCRIPTION:

CERTAIN PROPERTY SITUATED IN THE CITY OF NORWALK, WARREN COUNTY, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SW 42ND ST ROW BNG E 150F LYG S S ROW LN HWY 5 E 1/2 SE 1/4 SEC 36-78-25.

ADDITION TO THE URBAN RENEWAL
AREA DESIGNATION AND PLAN
HEARING

443891-48

Norwalk, Iowa

November 17, 2016

The City Council of the City of Norwalk, Iowa, met on November 17, 2016, at _____ o'clock, __.m., at the _____, in the City for the purpose of conducting a public hearing on the designation of the expanded Norwalk Urban Renewal Area and on urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the designation of an urban renewal area and on a proposed urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled “Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Norwalk Urban Renewal Area”, seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. _____

Resolution to declare necessity and establish an urban renewal area, pursuant to Section 403.4 of the Code of Iowa and approve urban renewal plan amendment for the Norwalk Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, the City Council (the “Council”) of the City of Norwalk (the “City”) has previously created the Norwalk Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the legal description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the designation of the Property as the 2016 Addition to the Urban Renewal Area; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of providing tax increment financing support to the North Shore Commercial Development Project, including the corresponding construction of public infrastructure; and (ii) providing tax increment financing support to the Turnberry Drive Commercial Development Project, including the corresponding construction of public infrastructure; and

WHEREAS, notice of a public hearing by the City Council of the City on the question of establishing the Property as an urban renewal area and on the proposed Amendment for the Norwalk Urban Renewal Area was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on November 17, 2016; and

WHEREAS, the Planning and Zoning Commission of the City has reviewed and commented on the proposed Amendment; and

WHEREAS, copies of the urban renewal plan amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Warren County and the Norwalk Community School District; the consultation meeting was held on the ___ day of _____, 2016; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist in the City of Norwalk on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the 2016 Addition to the Norwalk Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The proposed Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. The proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 5. The Amendment attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved November 17, 2016.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

EXHIBIT A
Legal Description
2016 Addition to the Norwalk Urban Renewal Area

Certain real property situated in the City of Norwalk, Warren County, State of Iowa more particularly described as follows:

NORTHWEST

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M. LYING WEST OF IOWA 28, NORTH OF FUTURE ECHO VALLEY DRIVE RIGHT OF WAY, AND SOUTH OF IOWA 5 RIGHT OF WAY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFFERING TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°(DEGREES)49'(MINUTES)56''(SECONDS) WEST, 1529.45 FEET ON THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 00°10'44" WEST, 34.60 FEET TO THE SOUTHWEST RIGHT OF WAY CORNER OF IOWA 28 AND IOWA 5 AND THE POINT OF BEGINNING THENCE SOUTH 44°48'24" EAST, 676.22 FEET ON THE WESTERLY RIGHT OF WAY LINE OF IOWA 28 TO THE NORTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE; THENCE SOUTH 42°58'03" WEST, 7.53 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE, 941.74 FEET ON A 1000.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT WITH A CHORD BEARING OF SOUTH 69°40'38" WEST, 907.33 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 83°20'38" WEST, 211.30 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 08°41'39" WEST, 175.31 FEET; THENCE NORTH 39°06'12" WEST, 232.76 FEET; THENCE NORTH 02°17'43" WEST, 142.34 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF IOWA 5; THENCE SOUTH 74°06'40" EAST, 84.53 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 59°06'35" EAST, 600.71 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 88°09'53" EAST, 171.60 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING (662,218 SQUARE FEET) 15.20 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

ROADWAY

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M. LYING WEST OF IOWA 28, AND IS THE FUTURE ECHO VALLEY DRIVE RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFFERING TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°(DEGREES)49'(MINUTES)56''(SECONDS) WEST, 1529.45 FEET ON THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 00°10'44" WEST, 34.60 FEET TO THE SOUTHWEST RIGHT OF WAY CORNER OF IOWA 28 AND IOWA 5; THENCE SOUTH 44°48'24" EAST, 676.22 FEET ON WESTERLY RIGHT OF WAY OF IOWA 28 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 44°48'24" EAST, 62.31 FEET ON

SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 54°31'18" EAST, 38.00 FEET ON SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE; THENCE SOUTH 42°35'06" WEST, 9.60 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE 783.40 FEET ON A 1100.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT WITH A CHORD BEARING OF SOUTH 69°40'38" WEST, 986.06 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 83°20'38" WEST, 211.30 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 06°39'22" EAST, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE; THENCE SOUTH 83°20'38" EAST, 211.30 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE 941.74 FEET ON A 1000.00 FOOT RADIUS TANGENT CURVE TO THE LEFT WITH A CHORD BEARING OF NORTH 69°40'38" EAST, 907.33 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 42°58'03" EAST, 7.53 FEET ON SAID NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING (120,669 SQUARE FEET) 2.77 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

SOUTHWEST

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M. LYING WEST OF IOWA 28 AND SOUTH OF FUTURE ECHO VALLEY DRIVE RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFFERING TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°(DEGREES)49'(MINUTES)56''(SECONDS) WEST, 1529.45 FEET ON THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 00°10'44" WEST, 34.60 FEET TO THE SOUTHWEST RIGHT OF WAY CORNER OF IOWA 28 AND IOWA 5; THENCE SOUTH 44°48'24" EAST, 738.53 FEET ON WESTERLY RIGHT OF WAY LINE OF IOWA 28; THENCE SOUTH 54°31'18" EAST, 38.00 FEET ON SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 54°31'18" EAST, 474.23 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 48°14'36" EAST, 522.87 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 18°32'35" EAST, 256.04 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°06'04" EAST, 92.61 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 89°37'38" WEST, 319.12 FEET; THENCE NORTH 44°34'41" WEST, 881.00 FEET; THENCE SOUTH 75°01'34" WEST, 670.00 FEET; THENCE NORTH 13°26'34" EAST, 156.72 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE; THENCE 783.40 FEET ON A 1100.00 FOOT RADIUS TANGENT CURVE TO THE LEFT WITH A CHORD BEARING OF NORTH 63°06'03" EAST, 766.95 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 42°35'06" EAST, 9.60 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING (514,328 SQUARE FEET) 11.81 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

NORTHEAST

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M. LYING WEST OF IOWA 296 (FORMERLY IOWA 28) RIGHT OF WAY, EAST OF IOWA 28 RIGHT OF WAY, NORTH OF ECHO VALLEY DRIVE RIGHT OF WAY, AND SOUTH OF IOWA 5 RIGHT OF WAY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID SECTION 36,

THENCE NORTH 89°(DEGREES)49'(MINUTES)56"(SECONDS) WEST, 149.82 FEET ON THE SOUTH LINE OF SAID SECTION 36;

THENCE NORTH 00°42'24" EAST, 62.70 FEET TO THE NORTHWEST RIGHT OF WAY CORNER OF SAID IOWA 296 AND ECHO VALLEY DRIVE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE 821.42 FEET ON A 1049.87 FOOT RADIUS TANGENT CURVE TO THE LEFT WITH A CHORD BEARING OF SOUTH 63°54'02" WEST, 800.62 FEET ON THE NORTH RIGHT OF WAY LINE OF ECHO VALLEY DRIVE TO THE NORTHEAST RIGHT OF WAY CORNER OF IOWA 28 AND ECHO VALLEY DRIVE;

THENCE NORTH 46°42'07" WEST, 426.11 FEET ON THE EASTERLY RIGHT OF WAY LINE OF IOWA 28 TO THE SOUTHEAST RIGHT OF WAY CORNER OF IOWA 28 AND IOWA 5;

THENCE NORTH 57°23'15" EAST, 214.37 FEET ON THE SOUTHERLY RIGHT OF WAY LINE OF IOWA 5;

THENCE NORTH 74°03'14" EAST, 227.65 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE NORTH 54°48'03" EAST, 364.77 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE NORTH 75°46'41" EAST, 342.36 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE TO THE WEST RIGHT OF WAY LINE OF IOWA 296;

THENCE SOUTH 00°02'28" WEST, 412.46 FEET ON SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING (355,870 SQUARE FEET) 8.17 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

SOUTHEAST PARCEL

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF WARREN COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SECTION 1; THENCE SOUTH 00°(DEGREES) 00'(MINUTES) 56"(SECONDS) WEST, 51.69 FEET ON THE EAST LINE OF SAID SECTION 1 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°00'56" WEST, 961.21 FEET ON THE EAST LINE OF SAID SECTION 1 TO THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 28; THENCE NORTH 47°11'01" WEST, 192.33 FEET ON SAID NORTHERLY RIGHT OF WAY LINE TO THE WESTERLY RIGHT OF WAY LINE OF OLD HIGHWAY 28; THENCE SOUTH 07°16'49" EAST, 105.98 FEET ON SAID WESTERLY RIGHT OF WAY TO THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 28; THENCE NORTH 46°39'11" WEST, 902.64 FEET ON SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF ECHO VALLEY DRIVE; THENCE NORTHEASTERLY 727.08 FEET ON A 935.04 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD LENGTH OF 708.90 FEET AND BEARS NORTH 63°30'52" EAST ON SAID SOUTHERLY RIGHT OF WAY; THENCE SOUTH 89°57'29" EAST, 149.82 FEET ON SAID SOUTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING, CONTAINING (458,468 SQUARE FEET) 10.52 ACRES MORE OR LESS.

••••

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF WARREN SS:
CITY OF NORWALK

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Norwalk, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with designating an urban renewal area and approving the urban renewal plan amendment for the Norwalk Urban Renewal Area in the City.

WITNESS MY HAND this ____ day of _____, 2016.

City Clerk

(Please attach to this certificate a copy of the minutes or a resolution of the Planning and Zoning Commission showing the action taken by that Commission with respect to the urban renewal plan amendment.)

MINUTES PROVIDING FOR PASSAGE OF AN ORDINANCE ESTABLISHING A TAX INCREMENT FINANCING DISTRICT FOR THE 2016 ADDITION TO THE NORWALK URBAN RENEWAL AREA

443891-48

Norwalk, Iowa

November 17, 2016

The City Council of the City of Norwalk, Iowa, met on November 17, 2016, at _____ o'clock __.m., at the _____ in the City.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

Council Member _____ introduced an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Addition to the Norwalk Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

It was moved by Council Member _____ and seconded by Council Member _____ that the statutory rule requiring an ordinance to be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried.

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Addition to the Norwalk Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa," now be put upon its final consideration and adoption. The Mayor put the question on the final consideration and adoption of the ordinance and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the ordinance duly adopted, as follows:

ORDINANCE NO. _____

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Addition to the Norwalk Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Norwalk, Iowa (the “City”) previously enacted an ordinance entitled “An Ordinance Providing For The Division Of Taxes Levied On Taxable Property In The Norwalk Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa”; and

WHEREAS, pursuant to that ordinance, certain taxable property within the Norwalk Urban Renewal Area in the City was designated a “tax increment district”; and

WHEREAS, the City Council now desires to increase the size of the “tax increment district” by adding additional property;

BE IT ENACTED by the Council of the City of Norwalk, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the 2016 Addition to the Norwalk Urban Renewal Area of the City of Norwalk, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Norwalk to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Norwalk, Iowa.

“County” shall mean Warren County, Iowa.

“2016 Urban Renewal Area Addition” shall mean the 2016 Addition to the Norwalk Urban Renewal Area of the City of Norwalk, Iowa, the legal description of which is set out below, approved by the City Council by resolution adopted on the 17th day of November, 2016:

Certain real property situated in the City of Norwalk, Warren County, State of Iowa more particularly described as follows:

NORTHWEST

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M. LYING WEST OF IOWA 28, NORTH OF FUTURE ECHO VALLEY DRIVE RIGHT OF WAY, AND SOUTH OF IOWA 5 RIGHT OF WAY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFFERING TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°(DEGREES)49’(MINUTES)56’(SECONDS) WEST, 1529.45 FEET ON THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 00°10’44" WEST, 34.60 FEET TO THE SOUTHWEST RIGHT

OF WAY CORNER OF IOWA 28 AND IOWA 5 AND THE POINT OF BEGINNING THENCE SOUTH 44°48'24" EAST, 676.22 FEET ON THE WESTERLY RIGHT OF WAY LINE OF IOWA 28 TO THE NORTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE; THENCE SOUTH 42°58'03" WEST, 7.53 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE, 941.74 FEET ON A 1000.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT WITH A CHORD BEARING OF SOUTH 69°40'38" WEST, 907.33 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 83°20'38" WEST, 211.30 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 08°41'39" WEST, 175.31 FEET; THENCE NORTH 39°06'12" WEST, 232.76 FEET; THENCE NORTH 02°17'43" WEST, 142.34 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF IOWA 5; THENCE SOUTH 74°06'40" EAST, 84.53 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 59°06'35" EAST, 600.71 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 88°09'53" EAST, 171.60 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING (662,218 SQUARE FEET) 15.20 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

ROADWAY

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M. LYING WEST OF IOWA 28, AND IS THE FUTURE ECHO VALLEY DRIVE RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFFERING TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°(DEGREES)49'(MINUTES)56"(SECONDS) WEST, 1529.45 FEET ON THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 00°10'44" WEST, 34.60 FEET TO THE SOUTHWEST RIGHT OF WAY CORNER OF IOWA 28 AND IOWA 5; THENCE SOUTH 44°48'24" EAST, 676.22 FEET ON WESTERLY RIGHT OF WAY OF IOWA 28 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 44°48'24" EAST, 62.31 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 54°31'18" EAST, 38.00 FEET ON SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE; THENCE SOUTH 42°35'06" WEST, 9.60 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE 783.40 FEET ON A 1100.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT WITH A CHORD BEARING OF SOUTH 69°40'38" WEST, 986.06 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 83°20'38" WEST, 211.30 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 06°39'22" EAST, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE; THENCE SOUTH 83°20'38" EAST, 211.30 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE 941.74 FEET ON A 1000.00 FOOT RADIUS TANGENT CURVE TO THE LEFT WITH A CHORD BEARING OF NORTH 69°40'38" EAST, 907.33 FEET ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 42°58'03" EAST, 7.53 FEET ON SAID NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING (120,669 SQUARE FEET) 2.77 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

SOUTHWEST

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M. LYING WEST OF IOWA 28 AND SOUTH OF FUTURE ECHO VALLEY DRIVE RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFFERING TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89°(DEGREES)49'(MINUTES)56"(SECONDS) WEST, 1529.45 FEET ON THE NORTH LINE OF

SAID SECTION 1; THENCE SOUTH 00°10'44" WEST, 34.60 FEET TO THE SOUTHWEST RIGHT OF WAY CORNER OF IOWA 28 AND IOWA 5; THENCE SOUTH 44°48'24" EAST, 738.53 FEET ON WESTERLY RIGHT OF WAY LINE OF IOWA 28; THENCE SOUTH 54°31'18" EAST, 38.00 FEET ON SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 54°31'18" EAST, 474.23 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 48°14'36" EAST, 522.87 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 18°32'35" EAST, 256.04 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°06'04" EAST, 92.61 FEET ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 89°37'38" WEST, 319.12 FEET; THENCE NORTH 44°34'41" WEST, 881.00 FEET; THENCE SOUTH 75°01'34" WEST, 670.00 FEET; THENCE NORTH 13°26'34" EAST, 156.72 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FUTURE ECHO VALLEY DRIVE; THENCE 783.40 FEET ON A 1100.00 FOOT RADIUS TANGENT CURVE TO THE LEFT WITH A CHORD BEARING OF NORTH 63°06'03" EAST, 766.95 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 42°35'06" EAST, 9.60 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING (514,328 SQUARE FEET) 11.81 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

NORTHEAST

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M. LYING WEST OF IOWA 296 (FORMERLY IOWA 28) RIGHT OF WAY, EAST OF IOWA 28 RIGHT OF WAY, NORTH OF ECHO VALLEY DRIVE RIGHT OF WAY, AND SOUTH OF IOWA 5 RIGHT OF WAY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFFERING TO THE SOUTHEAST CORNER OF SAID SECTION 36, THENCE NORTH 89°(DEGREES)49'(MINUTES)56'(SECONDS) WEST, 149.82 FEET ON THE SOUTH LINE OF SAID SECTION 36; THENCE NORTH 00°42'24" EAST, 62.70 FEET TO THE NORTHWEST RIGHT OF WAY CORNER OF SAID IOWA 296 AND ECHO VALLEY DRIVE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE 821.42 FEET ON A 1049.87 FOOT RADIUS TANGENT CURVE TO THE LEFT WITH A CHORD BEARING OF SOUTH 63°54'02" WEST, 800.62 FEET ON THE NORTH RIGHT OF WAY LINE OF ECHO VALLEY DRIVE TO THE NORTHEAST RIGHT OF WAY CORNER OF IOWA 28 AND ECHO VALLEY DRIVE; THENCE NORTH 46°42'07" WEST, 426.11 FEET ON THE EASTERLY RIGHT OF WAY LINE OF IOWA 28 TO THE SOUTHEAST RIGHT OF WAY CORNER OF IOWA 28 AND IOWA 5; THENCE NORTH 57°23'15" EAST, 214.37 FEET ON THE SOUTHERLY RIGHT OF WAY LINE OF IOWA 5; THENCE NORTH 74°03'14" EAST, 227.65 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 54°48'03" EAST, 364.77 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 75°46'41" EAST, 342.36 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE TO THE WEST RIGHT OF WAY LINE OF IOWA 296; THENCE SOUTH 00°02'28" WEST, 412.46 FEET ON SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING (355,870 SQUARE FEET) 8.17 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

SOUTHEAST PARCEL

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 1, TOWNSHIP 77 NORTH, RANGE 25 WEST OF THE 5TH P.M., ALL NOW INCLUDED IN AND FORMING A PART OF WARREN COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SECTION 1; THENCE SOUTH 00°(DEGREES) 00'(MINUTES) 56"(SECONDS) WEST, 51.69 FEET ON THE EAST LINE OF SAID SECTION 1 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°00'56" WEST, 961.21 FEET ON THE EAST LINE OF SAID SECTION 1 TO THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 28; THENCE NORTH 47°11'01" WEST, 192.33 FEET ON SAID NORTHERLY RIGHT OF WAY LINE TO THE WESTERLY RIGHT OF WAY LINE OF OLD HIGHWAY 28; THENCE SOUTH 07°16'49" EAST, 105.98 FEET ON SAID WESTERLY RIGHT OF WAY TO THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 28; THENCE NORTH 46°39'11" WEST, 902.64 FEET ON SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF ECHO VALLEY DRIVE; THENCE NORTHEASTERLY 727.08 FEET ON A 935.04 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD LENGTH OF 708.90 FEET AND BEARS NORTH 63°30'52" EAST ON SAID SOUTHERLY RIGHT OF WAY; THENCE SOUTH 89°57'29" EAST, 149.82 FEET ON SAID SOUTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING, CONTAINING (458,468 SQUARE FEET) 10.52 ACRES MORE OR LESS.

“Urban Renewal Area” shall mean the entirety of the Norwalk Urban Renewal Area as amended from time to time.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the 2016 Urban Renewal Area Addition. After the effective date of this ordinance, the taxes levied on the taxable property in the 2016 Urban Renewal Area Addition each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the 2016 Urban Renewal Area Addition is located, shall be divided as follows:

(a) 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 2016 Urban Renewal Area Addition, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the 2016 Urban Renewal Area Addition on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the 2016 Urban Renewal Area Addition to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area , and to

provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the 2016 Urban Renewal Area Addition exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the 2016 Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed by the Council of the City of Norwalk, Iowa, the 17th day of November, 2016.

Mayor

Attest:

City Clerk

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA

SS:

COUNTY OF WARREN

I, the undersigned, County Auditor of Warren County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2016, the City Clerk of the City of Norwalk, Iowa, filed in my office a copy of an ordinance of such City shown to have been adopted by the Council and approved by the Mayor thereof on the 17th day of November, 2016, entitled: "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Addition to the Norwalk Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa", and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2016.

County Auditor

STATE OF IOWA
COUNTY OF WARREN SS:
CITY OF NORWALK

I, the undersigned, City Clerk of the City of Norwalk, State of Iowa, do hereby certify that I caused to be published “Ordinance No._____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Addition to the Norwalk Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa,” of which the printed slip attached to the publisher’s original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2016.

City Clerk

(Attach hereto publisher’s affidavit of publication with clipping of ordinance as published.)

STATE OF IOWA
COUNTY OF WARREN SS:
CITY OF NORWALK

I, the undersigned, City Clerk of the City of Norwalk, State of Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of such City relating to the adoption of an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Addition to the Norwalk Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2016.

City Clerk

November 10, 2016

VIA EMAIL

Luke Nelson
City Administrator/City Hall
Norwalk, IA

Re: Norwalk Urban Renewal Area
Our File No. 443891-48

Dear Luke:

Attached please find two sets of proceedings for use by the City Council at their November 17, 2016 meeting.

The first set of proceedings covers the City Council's action in holding a public hearing on the designation of the expanded urban renewal area and adopting a resolution to approve the amended urban renewal plan for that area. The resolution states that the Planning and Zoning Commission has approved the amended urban renewal plan, and that the required consultation session has been held with Warren County and the Norwalk Community School District. If either of these actions has not been taken, please call me immediately.

The second set of proceedings covers the adoption of the tax increment ordinance for the expanded urban renewal area. This ordinance may be adopted immediately after the amended urban renewal plan has been approved by resolution.

Once the ordinance has been finally adopted, it must be published and a copy must be filed with the County Auditor of Warren County. Please print extra copies of the ordinance for publishing and filing, and certificates are included in the proceedings to attest to each of those acts.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact Amy Bjork or me if you have any questions.

Best Regards,

John P. Danos

Attachments

cc: Jodi Eddleman
Jean Furler



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 9
For Meeting of 11.17.2016

ITEM TITLE: Development Agreement with K&F LLC (Turnberry Rd)
CONTACT PERSON: Luke Nelson

SUMMARY EXPLANATION & HISTORY:

The Economic and Development Committee has reviewed the proposed agreement. The developers have reviewed the agreement as presented. There were some concerns about property ownership of the land where Turnberry crosses land owned by City State Bank. A memorandum of understanding has been submitted that has been signed and approved by both parties. This helps ensure the establishment of the ROW is secure.

FUNDING:

The project is to be funded from property taxes and financed through the use of TIF. The project will not exceed \$1M.

ALTERNATIVES:

1. Approve the resolution.
2. Take no action at this time.

RECOMMENDATION:

This project is the result of months of negotiations and work between the developers and the City. This project is a great example of public/private partnerships (most notably through the use of soils from the Elizabeth Holland Park retention pond). **Staff recommends Alternative 1.**

Memorandum of Understanding Between City State Bank, DCI Group, Inc., and K and F LLC

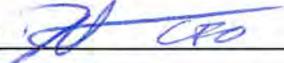
Whereas, City State Bank, DCI Group, and K and F LLC, have come together to construct a certain portion of a city street, (see attached exhibit "A") known as Turnberry Drive, in Norwalk, Iowa. Whereas City State Bank is in agreeance to allow DCI Group, Inc., to manage the construction and allow K and F LLC to finance the construction on a portion of City State Bank's lot as shown in the attached Exhibit "A".

Whereas, upon completion of the work by DCI Group, Inc. approval of the work by the City of Norwalk, review of appropriate lien waivers for the construction work, and K and F, LLC being reimbursed by the City of Norwalk for the improvements to the aforementioned described property, City State Bank will Quit Claim Deed that portion of the property as detailed in the attached Exhibit "A" to the city with no further consideration.

City State Bank shall not be responsible for any expenses relating to the platting, construction of the road or related infrastructure. All entrances to the road and locations for connection to utilities and other aspects of construction shall require prior consent of the parties hereto.

The roles and responsibilities of DCI Group, Inc. and K and F Properties, LLC described above are contingent upon the City of Norwalk approving Developer Agreement, (see attached Exhibit "B") and K and F Properties receiving the funds requested in attached Developer Agreement. DCI Group, Inc. and K and F Properties would complete the work in the spring of 2017 and completion of the work would be no later than August 1, 2017, unless mutually agreed upon by City State Bank, DCI Group, Inc. and K and F Properties.

The Undersigned have read agree this Memorandum of Understanding and reviewed the attached exhibits "A" and "B" and approve it.

By:  _____

City State Bank

By:  _____

K and F Properties, LLC

By:  _____

DCI Group, Inc.

Exhibit "B"

DEVELOPMENT AGREEMENT

This Agreement is entered into by and between the City of Norwalk, Iowa (the "City") and _____ (the "Developer") as of the ___ day of _____, 2016 (the "Commencement Date").

WHEREAS, the City has established the Norwalk Urban Renewal Area (the "Urban Renewal Area") and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property which is situated in the City and lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Development Property"); and

WHEREAS, the Developer has proposed to undertake the development of the Development Property through the installation of certain public infrastructure improvements (the "Public Improvements Project") and the development of new commercial facilities thereon (the "Commercial Development Project"); and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of certain economic development grants to the Developer in defraying the portion of the costs of carrying out the Public Improvements Project; 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. Developer's Covenants

1. Commercial Development Project. The Developer agrees to use its best efforts to promote the development of commercial lots on the Development Property, such that the Development Property is put to its highest and best use. The Developer has submitted a detailed Planned Unit Development (the "PUD") for the development of the Commercial Development Project which the City formally reviewed and approved prior to commencement of the public improvements. The PUD will be attached hereto as Exhibit B. The Developer agrees to cause the completion of the Commercial Development Project in accordance with the PUD.

2. **Public Improvements Project Construction and Costs.** The Developer agrees to cause the construction of the Public Improvements Project (Turnberry Drive, and its related infrastructure) in accordance with the timeline and specifications set forth on Exhibit C hereto. Exhibit C shall be created by the Developer and will be attached hereto upon approval by the City Council. After approval of Exhibit C and prior to commencing constructing of the Public Improvements Project, the Developer will submit copies of all engineering documents related to the proposed Public Improvements Project. The City may request reasonable changes in such documents, to ensure compliance with this Agreement and any applicable ordinances or regulations.

Furthermore, during construction of the Public Improvements Project, the Developer agrees to provide documentation (the "Public Improvement Costs Documentation"), in such form as may be requested by the City, of the costs incurred in the completion thereof (the "Public Improvements Costs"). For purposes of this Agreement, such Public Improvement Costs may include all cost of designing and constructing the street improvements including the construction of underlying storm water system, sanitary sewer system and waterworks system improvements; the installation of street lights and traffic signage, and other reasonably related costs of carrying out the Public Improvements Project. The definition of what constitutes an infrastructure related expense and what is a private property improvement not related to the infrastructure shall be determined by the City's engineer.

The Developer agrees to submit the Public Improvement Costs Documentation to the City during the construction of the Public Improvement Project. The Public Improvement Costs Documentation shall be accompanied by invoices, and such other documentation as is reasonably requested by the City, confirming that the costs detailed in such documentation were in fact 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.

The City shall retain all rights to inspect the Public Improvements Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Public Improvements Project is not completed in compliance with the laws of the State of Iowa, City of Norwalk or the terms of this Agreement.

Upon completion of the Public Improvements Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Developer in writing that such completed improvements meet City requirements; and (iii) the City accepts such Public Improvements Project in accordance with State law, the Developer will provide the City with a deed to the improvements and related right-of-way comprising the Public Improvements Project, which shall thereafter be maintained by the City.

3. **Economic Development Grant Disbursement Request.** Upon completion of the Public Improvements Project, the Developer agrees to submit a grant disbursement request (the "Disbursement Request"), in such form as may be requested by the City. The Disbursement Request required under this Section will be accompanied by any remaining Public Improvement Costs Documentation not previously submitted to the City.

2. **Remedy.** The Developer hereby acknowledges that failure to comply with the requirements of this Section A, will result in the City having the right to withhold the Economic Development Grant (as hereinafter defined) until such time as the Developer has demonstrated, to the satisfaction of the City, that it has cured such non-compliance.

B. City's Obligations

1. **Review of Public Improvements Cost Documentation.** The City public works and engineering personnel will review the Public Improvements Cost Documentation upon receipt from the Developer. If the City determines the costs set forth in the Public Improvements Costs Documentation are costs reasonably incurred in the construction of the Public Improvements Project, the City shall record a summary of the date, amount and nature of the costs on the Summary of Accepted Public Improvements Costs attached hereto as Exhibit D, and such summary shall be the official record of the Public Improvement Costs for purposes of tallying the maximum amount of the Economic Development Grant (as hereinafter defined) allowed to the Developer under this Agreement. If the City determines the costs set forth in the Public Improvements Costs Documentation are not costs reasonably incurred in the construction of the Public Improvements Project, the City shall notify the Developer of such determination within thirty days of receipt of the Public Improvements Costs Documentation covering such costs.

2. **Economic Development Grant.** The City hereby agrees to make an economic development grant (the "Economic Development Grant") to the Developer in an amount equal to the lesser of (i) the Public Improvement Costs, or (ii) \$1,000,000 within thirty (30) days of the receipt of a satisfactory Disbursement Request from the Developer.

3. **Economic Development Grant For Excess Public Improvements Project Costs.** In the event the Public Improvements Project Construction and Costs exceed \$1,000,000.00 ("excess amount"). The City agrees to make economic development grants/ tax increment payments from incremental taxes, pursuant to Chapters 15A and 403 of the Code of Iowa, generated from the Commercial Development Project and not from any residential development, to the Developer for the Excess Amount, not to exceed \$200,000.00. Such amounts shall not be payable to the Developer until the City is reimbursed in full for its Economic Development Grant. The foregoing payments will be made on December 1 and June 1 of each fiscal year, beginning on the first December 1 for which incremental tax revenues become available after the City is reimbursed in full. 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 Warren County Treasurer which are attributable to the Project. **Each payment shall be subject to annual appropriation by the City Council.**

D. Administrative Provisions

1. **Amendment and Assignment.** This Agreement may not be amended or assigned by either party without the written consent of the other party.

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 20____ or on such earlier date upon which the aggregate sum of Payments made to the Developer equals the Maximum Payments Total.

4. **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.

5. **Notices.** Except as otherwise expressly provided in this Agreement, a notice or other communication under the Agreement, by either the City or the Developer to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

- a) In the case of the Developer, is addressed to or delivered personally to _____,
- b) In the case of City, is addressed to or delivered personally to the Planning and Economic Development Director, City Hall, 705 North Avenue, Norwalk, Iowa 50211.
- c) Either Party may upon written notice to the other Party, change the address to which such notices and demands are made.

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 NORWALK, IOWA

By: _____
Mayor

Attest:

City Clerk

_____, L.C.

By: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain property situated in the City of Norwalk, County of Warren, State of Iowa legally described as follows:

EXHIBIT B
PLANNED UNIT DEVELOPMENT
(TO BE ATTACHED)

EXHIBIT C
PRELIMINARY PLAT
&
CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE PUBLIC
IMPROVEMENTS PROJECT
&
FINAL PLAT
(TO BE ATTACHED UPON APPROVAL BY CITY)

HOLD HEARING ON AND APPROVE
ECONOMIC DEVELOPMENT GRANT
AGREEMENT AND TAX INCREMENT
PAYMENTS

(K & F LLC)

443891-47

Norwalk, Iowa

November 17, 2016

A meeting of the City Council of the City of Norwalk, Iowa, was held at _____ o'clock __.m., on November 17, 2016, at the _____, Norwalk, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on an Economic Development Grant Agreement between the City and K & F LLC had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION _____

Resolution Approving Development Agreement with K & F LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Norwalk, 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 Norwalk Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area 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 Area; and

WHEREAS, a certain economic development grant agreement (the “Agreement”) between the City and K & F LLC (the “Developer”) has been prepared (the “Agreement”) in connection with the development of real estate for commercial uses and the corresponding construction of public infrastructure improvements in the Urban Renewal Area; and

WHEREAS, under the Agreement, the City would provide an economic development grant (the “Grants”) to the Developer in a total amount not exceeding \$1,000,000; 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 November 17, 2016, 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 Norwalk, Iowa, as follows:

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

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

(b) The 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 Grants.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Grant 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. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable from the Urban Renewal Tax Revenue Fund and the income and proceeds of such Fund which are attributable to property taxes derived from taxable property in the Urban Renewal Area. The City hereby pledges to the payment of the Agreement the Urban Renewal Tax Revenue Fund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Fund. The City is hereby authorized to make the Grant as provided for under the Development Agreement.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved November 17, 2016.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF WARREN
CITY OF NORWALK

SS:

I, the undersigned, Clerk of the City of Norwalk, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2016.

City Clerk

STATE OF IOWA

SS:

COUNTY OF WARREN

I, the undersigned, County Auditor of Warren County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2016, the City Clerk of the City of Norwalk filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on November 17, 2016, entitled: "Resolution Approving Development Agreement with K & F LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement," and that I have duly placed the copy of the resolution on file in my records.

WITNESS MY HAND this ____ day of _____, 2016.

County Auditor

November 10, 2016

VIA EMAIL

Luke Nelson
City Administrator/City Hall
Norwalk, IA

Re: K & F LLC Development Agreement
File No. 443891-47

Dear Luke:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with K & F LLC, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

A copy of the Resolution must be filed with the Warren County Auditor. Please print extra copies for that purpose.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Please call Amy Bjork or me with questions.

Best regards,

John P. Danos

Attachments

cc: Luke Nelson
Jodi Eddleman

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Economic Development Grant Agreement (the “Agreement”) is entered into between the City of Norwalk, Iowa (the “City”) and K & F LLC, (the “Developer”) as of the ____ day of _____, 2016.

WHEREAS, 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 Norwalk Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, the Developer owns certain real property which is situated in the City and lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Development Property”); and

WHEREAS, the Developer has proposed to undertake the development of the Development Property through the installation of certain public infrastructure improvements (the “Public Improvements Project”) and the development of new commercial facilities thereon (the “Commercial Development Project”); and

WHEREAS, the Developer has requested that the City provide a certain economic development grant (the “Grant”) to the Developer to assist in defraying a portion of the costs of carrying out the Public Improvements Project; 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, this Agreement has been prepared to set forth the understanding between the parties with respect to the undertaking of the Public Improvements Project and the Commercial Development Project and the provision of the Grant; and

WHEREAS, the City Council of the City, pursuant to Chapters 15A and 403 of the Code of Iowa, has complied with statutory requirements for the approval of the Grant contemplated herein and this Agreement;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. Commercial Development Project. The Developer agrees to use its best efforts to promote the development of commercial lots on the Development Property, such that the Development Property is put to its highest and best use. The Developer has submitted a detailed Planned Unit Development (the “PUD”) for the development of the Commercial Development Project and the City Council has formally reviewed and approved. The PUD will be attached hereto as Exhibit B. The Developer agrees to cause the completion of the Commercial Development Project in accordance with the PUD.

2. Public Improvements Project Design and Construction and Dedication.

The Developer agrees to assemble all of the necessary right-of-way and to cause the construction of the Public Improvements Project (Turnberry Drive, and its related infrastructure) in accordance with that certain timeline and specifications (the “Infrastructure Plans”) which shall be prepared by the Developer by no later than June 1, 2017. The Infrastructure Plans shall be consistent in location and design with the requirements for the Public Improvements Project under the PUD and the Preliminary Plat, which is attached hereto as Exhibit E. Upon approval by the City, the Final Plat will be inserted as an addition onto Exhibit E.

Furthermore, the The Infrastructure Plans shall provide that the Public Improvements Project will be completed by no later than December 31, 2017. When available, the Infrastructure Plans shall be submitted to the City for review and approval. Upon City approval, which shall not be unreasonably withheld, the Infrastructure Plans shall be attached hereto as Exhibit C. Following approval of the Infrastructure Plans and prior to commencing construction of the Public Improvements Project, the Developer will submit copies of all engineering documents related to the proposed Public Improvements Project to the City for review. The City may request reasonable changes in such documents, to ensure compliance with this Agreement and any applicable ordinances or regulations.

The City shall retain all rights to inspect the Public Improvements Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City’s rights to not accept the work if the Public Improvements Project is not completed in compliance with the laws of the State of Iowa, City of Norwalk or the terms of this Agreement.

Upon completion of the Public Improvements Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Developer in writing that such completed improvements meet City requirements; and (iii) the City accepts such Public Improvements Project in accordance with State law, the Developer will provide the City with a deed to the improvements and related right-of-way comprising the Public Improvements Project, which shall thereafter be maintained by the City.

3. Public Improvements Project Costs. From time to time during construction of the Public Improvements Project, the Developer agrees to provide documentation (the “Public Improvement Costs Documentation”), in such form as may be requested by the City, of the costs incurred in the completion thereof (the “Public Improvements Costs”). For purposes of this Agreement, such Public Improvement Costs may include all costs of designing and constructing the street improvements including the construction of incidental storm water system, sanitary sewer system and waterworks system improvements; the installation of street lights and traffic signage, and other reasonably related costs of carrying out the Public Improvements Project. The definition of what constitutes an infrastructure related expense and what is a private property improvement not related to the infrastructure shall be determined by the City’s engineer.

The Developer agrees to periodically submit the Public Improvement Costs Documentation to the City for acceptance during the construction of the Public Improvement Project. The Public Improvement Costs Documentation shall be accompanied by invoices, and

such other documentation as is reasonably requested by the City, confirming that the costs detailed in such documentation were in fact 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.

4. **Economic Development Grant Disbursement Request.** The Developer shall accompany its request that the City formally accept the Public Improvements Project with a grant disbursement request (the “Disbursement Request”), in such form as may be requested by the City. The Disbursement Request required under this Section will be accompanied by any remaining Public Improvement Costs Documentation not previously submitted to the City.

5. **Remedy.** The Developer hereby acknowledges that failure to comply with the requirements of this Section A, will result in the City having the right to withhold the Grant until such time as the Developer has demonstrated, to the satisfaction of the City, that it has cured such non-compliance.

B. City’s Obligations

1. **Review of Public Improvements Cost Documentation.** The City public works and engineering personnel will review the Public Improvements Cost Documentation upon receipt from the Developer. If the City determines the costs set forth in the Public Improvements Costs Documentation are costs reasonably incurred in the construction of the Public Improvements Project, the City shall record a summary of the date, amount and nature of the costs on the Summary of Accepted Public Improvements Costs attached hereto as Exhibit D, and such summary shall be the official record of the Accepted Public Improvement Costs for purposes of tallying the maximum amount of the Grant allowed to the Developer under this Agreement. If the City determines the costs set forth in the Public Improvements Costs Documentation are not costs reasonably incurred in the construction of the Public Improvements Project, the City shall notify the Developer of such determination within thirty days of receipt of the Public Improvements Costs Documentation covering such costs.

2. **Economic Development Grant.** The City hereby agrees to fund the Grant to the Developer in an amount equal to the lesser of (i) the Accepted Public Improvement Costs, or (ii) \$1,000,000 within thirty (30) days of the receipt of a satisfactory Disbursement Request from the Developer.

C. Administrative Provisions

1. **Amendment and Assignment.** This Agreement may not be amended or assigned by either party without the written consent of the other party.

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

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on the earlier of June 1, 2020 or such earlier date upon which the City funds the Grant to the Developer.

4. 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.

5. Notices. Except as otherwise expressly provided in this Agreement, a notice or other communication under the Agreement, by either the City or the Developer to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

- a) In the case of the Developer, is addressed to or delivered personally to _____,
_____.
- b) In the case of City, is addressed to or delivered personally to the Planning and Economic Development Director, City Hall, 705 North Avenue, Norwalk, Iowa 50211.
- c) Either Party may upon written notice to the other Party, change the address to which such notices and demands are made.

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 NORWALK, IOWA

By _____
Mayor

Attest:

City Clerk

By: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain property situated in the City of Norwalk, County of Warren, State of Iowa legally described as follows:

EXHIBIT B
PLANNED UNIT DEVELOPMENT
(TO BE ATTACHED)

EXHIBIT C

**TIMELINE AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS PROJECT
(TO BE ATTACHED UPON APPROVAL BY CITY)**

EXHIBIT E
PRELIMINARY & FINAL PLATS



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 11
For Meeting of 11.17.2016

ITEM TITLE: Norwalk Pool Improvement; miscellaneous additions

CONTACT PERSON: Nancy Kuehl, Parks and Recreation Director

SUMMARY EXPLANATION:

Resolution to accept items that were not included in Sande's pool renovation bid.

Estimated Cost - Items Not Covered in Pool
Construction Bid

Shingle Bathhouse/Chemical room	\$17,000.00
Shower hardware replacement	\$ 6,000.00
Paint locker rooms	\$ 6,500.00
Pool picnic tables (6)	\$ 5,700.00
Picnic table umbrellas (6)	\$ 3,500.00
Pool vacuum	\$ 3,600.00
Replacement life guard seats (3)	\$ 1,335.00
 Total	 \$43,635.00
 Money remaining from bond	 \$76,589.00
 Contingency amount remaining	 \$32,954.00

<p>___Resolution___ Ordinance___ Contract___ Other (Specify) _____</p> <p>Funding Source: _____</p> <p>APPROVED FOR SUBMITTAL _____</p> <p style="text-align: center;">City Manager</p>

STAFF RECOMMENDATION: This Resolution shall take effect immediately upon its passage.

RESOLUTION NO

**RESOLUTION MAKING AWARD OF THE CONSTRUCTION CONTRACT FOR
THE AQUATIC CENTER IMPROVEMENTS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORWALK, IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as AQUATIC CENTER IMPROVEMENTS:

Contractor:	SandeConstruction
Amount of Bid:	\$411,706.00 (base bid plus the alternates)
Shingle Bathhouse/Chemical room	\$17,000.00
Shower hardware replacement	\$ 6,000.00
Paint locker rooms	\$ 6,500.00
Pool picnic tables (6)	\$ 5,700.00
Picnic table umbrellas (6)	\$ 3,500.00
Pool vacuum	\$ 3,600.00
Replacement life guard seats (3)	\$ 1,335.00
Total	\$43,635.00
Money remaining from bond	\$76,589.00
Contingency amount remaining	\$32,954.00

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

PASSED and ADOPTED this 17th day of November, 2016

Tom Phillips, Mayor

ATTEST:
Jodi Eddleman, City Clerk

ROLL CALL VOTE:	Aye	Nay	Abstain	Absent
Isley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kuhl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lester	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Livingston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Riva	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Norwalk ("Owner") and
Sande Construction Company, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Renovation of an existing outdoor aquatic center, consisting of various pool mechanical, pool area, and site improvements.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Norwalk Aquatic Center Improvements

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Water's Edge Aquatic Design, PLC.

3.02 The Owner has retained Water's Edge Aquatic Design, PLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before May 15, 2017, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 14, 2017.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. For the lump sum amount of \$411,706 that includes Base Bid price and all Alternate Bid prices.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off

by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 1 (*one*) percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. Bid Bond (pages 1 to 3, inclusive).
 - 5. General Conditions (not attached but incorporated by reference).
 - 6. Supplementary Conditions (not attached but incorporated by reference).
 - 7. Specifications as listed in the table of contents of the Project Manual (not attached but incorporated by reference).
 - 8. Drawings consisting of 10 sheets with each sheet bearing the following general title: Aquatic Center Improvements (not attached but incorporated by reference).
 - 9. Addenda (not attached but incorporated by reference).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 4, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned

without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

Joel Armitage
By: Joel Armitage

Title: _____

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: Bonny Helen

Title: _____

Title: Vice president

Address for giving notices:

Address for giving notices:
1111 16th Ave N.
P.O. Box 368
Humboldt, IA 50548

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



PERFORMANCE BOND

CONTRACTOR (name and address):

Sande Construction & Supply Company Inc
P.O. Box 368
Humboldt, IA 50548

SURETY (name and address of principal place of business):

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA 52407

OWNER (name and address):

City of Norwalk
705 North Avenue
Norwalk, IA 50211

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: Four Hundred Eleven Thousand Seven Hundred Six And No/100THSDollars (\$411,706.00)

Description (name and location): Norwalk Aquatic Center Improvements, Norwalk, IA

BOND

Bond Number: 54212769

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: Four Hundred Eleven Thousand Seven Hundred Six And No/100THSDollars (\$411,706.00)

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Sande Construction & Supply Company Inc (seal)
Contractor's Name and Corporate Seal

United Fire & Casualty Company (seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (attach power of attorney)

Joel Armitage
Print Name

Dione R. Young
Print Name

President
Title

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature Stacy Venn

Witness to Principal
Title Vice president

Witness to as Surety
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this Bond are as follows:



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint **KEVIN J. KNUTSON, OR JODY A. DECKER, OR MICHELLE GRUIS, OR KATHLEEN BREWER, ALL INDIVIDUALLY OF THE CEDAR RAPIDS IA OFFICE; OR CRAIG E. HANSEN, OR JAY D. FREIERMUTH, OR BRIAN M. DEIMERLY, OR CINDY BENNETT, OR ANNE CROWNER, OR TIM MCCULLOH, OR STACY VENN, OR LACY CRAMBLIT, OR SHIRLY S. BARTENHAGEN, OR KYLEE HEUSI, OR DIONE R. YOUNG, ALL INDIVIDUALLY OF WEST DES MOINES IA**

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1ST day of JANUARY, 2016

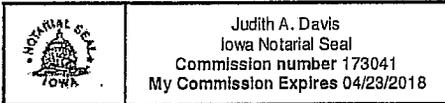
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President



State of Iowa, County of Linn, ss:

On 1ST day of JANUARY, 2016, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this _____ day of _____



By: *David A. Lange*
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC

PAYMENT BOND

CONTRACTOR (name and address):

Sande Construction & Supply Company Inc
P.O. Box 368
Humboldt, IA 50548

SURETY (name and address of principal place of business):

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA 52407

OWNER (name and address):

City of Norwalk
705 North Avenue
Norwalk, IA 50211

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: Four Hundred Eleven Thousand Seven Hundred Six And No/100THSDollars (\$411,706.00)

Description (name and location): Norwalk Aquatic Center Improvements, Norwalk, IA

BOND

Bond Number: 54212769

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: Four Hundred Eleven Thousand Seven Hundred Six And No/100THSDollars (\$411,706.00)

Modifications to this Bond Form: None See Paragraph 18

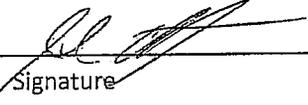
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Sande Construction & Supply Company Inc (seal)

Contractor's Name and Corporate Seal

By:



Signature

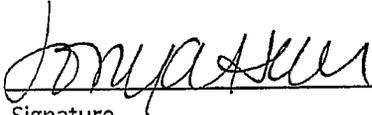
Joel Armitage

Print Name

President

Title

Attest:



Signature

Witness to Principal

Title

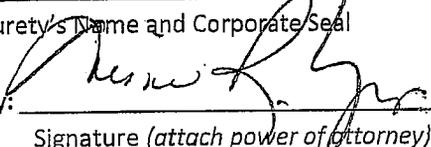
Vice president

SURETY

United Fire & Casualty Company (seal)

Surety's Name and Corporate Seal

By:



Signature (attach power of attorney)

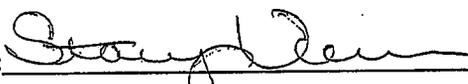
Dione R. Young

Print Name

Attorney-in-Fact

Title

Attest:



Signature Stacy Venn

Witness as to Surety

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor,
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. Claim: A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 - 16.2. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3. Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4. Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5. Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint KEVIN J. KNUTSON, OR JODY A. DECKER, OR MICHELLE GRUIS, OR KATHLEEN BREWER, ALL INDIVIDUALLY OF THE CEDAR RAPIDS IA OFFICE; OR CRAIG E. HANSEN, OR JAY D. FREIERMUTH, OR BRIAN M. DEIMERLY, OR CINDY BENNETT, OR ANNE CROWNER, OR TIM MCCULLOH, OR STACY VENN, OR LACY CRAMBLIT, OR SHIRLY S. BARTENHAGEN, OR KYLEE HEUSI, OR DIONE R. YOUNG, ALL INDIVIDUALLY OF WEST DES MOINES IA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

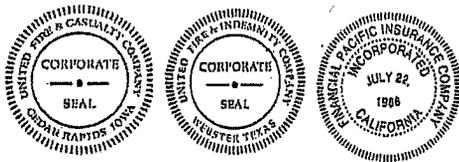
“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies; to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1ST day of JANUARY, 2016

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

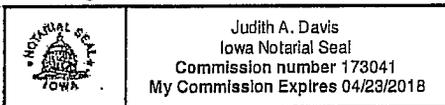
By: *Dennis J. Richmann* Vice President



State of Iowa, County of Linn, ss:

On 1ST day of JANUARY, 2016, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this _____ day of _____



By: *David A. Lange*
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Sande Construction & Supply Company Inc
P.O. Box 368
Humboldt, IA 50548

SURETY (Name, and Address of Principal Place of Business):

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA 52407

OWNER (Name and Address):

City of Norwalk
705 North Avenue
Norwalk, IA 50211

BID

Bid Due Date: **October 18, 2016**

Description (Project Name— Include Location): **Norwalk Aquatic Center Improvements, Norwalk, IA**

BOND

Bond Number: **Bid Bond**

Date: **October 17, 2016**

Penal sum Five Percent (5%) of Total Amount Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

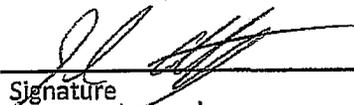
Sande Construction & Supply Company Inc (Seal)

United Fire & Casualty Company (Seal)

Bidder's Name and Corporate Seal

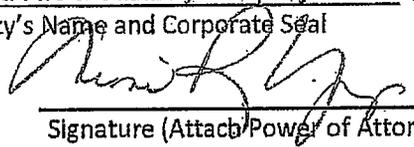
Surety's Name and Corporate Seal

By:



Signature

By:



Signature (Attach Power of Attorney)

Joel Armitage

Print Name

Dione R. Young

Print Name

President

Title

Attorney-in-Fact

Title

Attest:



Signature

Attest:



Signature **Cindy Bennett**

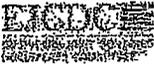
Proj. Mgr

Title

Title **Witness to Surety**

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint KEVIN J. KNUTSON, OR JODY A. DECKER, OR MICHELLE GRUIS, OR KATHLEEN BREWER, ALL INDIVIDUALLY OF THE CEDAR RAPIDS IA OFFICE; OR CRAIG E. HANSEN, OR JAY D. FREIERMUTH, OR BRIAN M. DEIMERLY, OR CINDY BENNETT, OR ANNE CROWNER, OR TIM MCCULLOH, OR STACY VENN, OR LACY CRAMBLIT, OR SHIRLY S. BARTENHAGEN, OR KYLEE HEUSI, OR DIONE R. YOUNG, ALL INDIVIDUALLY OF WEST DES MOINES IA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1ST day of JANUARY, 2016

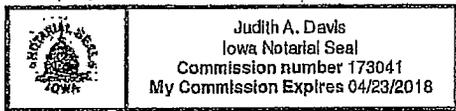


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman* Vice President

State of Iowa, County of Linn, ss:

On 1ST day of JANUARY, 2016, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 17th day of October, 2016



By: *David A. Lange*
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC

SECTION 00-41 00

BID FORM

PART 1 - PROJECT IDENTIFICATION

1.01 Project Name:
Norwalk Aquatic Center Improvements

PART 2 - THE BID IS SUBMITTED TO:

2.01 Owner
City of Norwalk
705 North Avenue
Norwalk, Iowa 50211

PART 3 - DATE SUBMITTED:

3.01 Date: October 18, 2016 (BIDDER TO ENTER DATE)

PART 4 - BID SUBMITTED BY:

4.01 Bidder's Information:

Bidder's Name:

Sande Construction and Supply Co., Inc.

Bidder's Address:

1111 16th Avenue North

Bidder's City, State, Zip:

Humboldt, Iowa 50548

Bidder's Telephone/Fax No.:

515-332-2021 Fax: 515-332-1388

State Contractor License No.: (if applicable)

C097981

- 4.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 4.03 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 4.04 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.
 - 1. Addendum No. One (1) Addendum Date October 12, 2016
 - 2. Addendum No. Two (2) Addendum Date October 17, 2016
 - 3. Addendum No. _____ Addendum Date _____
 - 4. Addendum No. _____ Addendum Date _____
 - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of Work.
 - C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- E. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- F. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder had discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.05 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- 4.06 Bidder will complete the Work in accordance with the Contract Documents for the following prices (discrepancies between words and figures will be resolved in favor of the words):
- A. Base Bid:
1. Base Bid Three hundred forty seven thousand
five hundred nine ^{00/100} dollars
(\$ 347,609.00), in lawful money of the United States of America.
 2. All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with the General Conditions.
- B. Alternates: See Section 01 23 00 - Alternatives for detailed description of each alternate.
1. Alternate 1: Water Bench Addition - Add/Deduct -
Fifteen thousand seven hundred forty one ^{00/100} dollars
(\$ 15,741), in lawful money of the United States of America.
 2. Alternate 2: Gutter Grating Replacement - Add/deduct -
Twenty two thousand three hundred fifty six ^{00/100} dollars
(\$ 22,356), in lawful money of the United States of America.
 3. Alternate 3: Sunshades Addition - Add/deduct -
Thirteen thousand ^{00/100} dollars
(\$ 13,000), in lawful money of the United States of America.
 4. Alternate 4: Waterslide Flume Restoration - Add/deduct -
Thirteen thousand ^{00/100} dollars
(\$ 13,000), in lawful money of the United States of America.
- 4.07 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.08 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 4.09 The following documents are to be attached to and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond in the amount of 5% of Bidder's maximum Bid price and as described in the Instructions to Bidders.

4.10 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

PART 5 -- BID FORM SIGNATURE(S)

5.01 If Bidder is a Corporation:

- A. The Corporate Seal of
- B. Sande Construction and Supply Co., Inc.
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. [Signature] President
- F. (Authorized signing officer, Title)
- G. [Seal]
- H. [Signature] Secretary
- I. (Authorized signing officer, Title)

5.02 If Bidder is an Individual:

- A. Name (typed or printed):
- B. _____
- C. (Bidder - print full name)
- D. By:
- E. _____
- F. (Individual's Signature)
- G. Doing Business As:
- H. _____
- I. (Authorized signing officer, Title)

5.03 If Bidder is a Partnership:

- A. Partnership Name:
- B. _____
- C. (Bidder - print the full name of your firm)
- D. By:
- E. _____
- F. (Signature of General Partner - attach evidence of authority to sign)
- G. _____
- H. (Printed Name of General Partner)

5.04 If Bidder is a Joint Venture:

- A. Joint Venturer Name:
- B. _____
- C. (Print the full name)
- D. By:
- E. _____
- F. (Signature of Joint Venture Partner - attach evidence of authority to sign)
- G. _____
- H. (Printed Name of Joint Venture Partner)

Water's Edge Aquatic Design
16-516

Norwalk Aquatic Center Improvements
Norwalk, IA

5.05 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION

Notice to Proceed

Date: _____

Project: Norwalk Aquatic Center Improvements

Owner: City of Norwalk

Owner's Contract No.:

Contract: Norwalk Aquatic Center Improvements

Engineer's Project No.: 16-516

Contractor: Sande Construction Company, Inc.

Contractor's Address: 1111 16th Avenue North, Humboldt, Iowa 50548

You are notified that the Contract Times under the above Contract will commence to run as of the date of this document. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is May 15, 2017, and the date of readiness for final payment is June 14, 2017.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements]*.

City of Norwalk

Owner

Given by:

Authorized Signature

Title

Date

Copy to Engineer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2016

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

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

PRODUCER The Accel Group 300 E. Bremer Avenue P.O. Box 269 Waverly IA 50677	CONTACT NAME: Joan Bonewitz PHONE (A/C No, Ext): (319) 352-2880 E-MAIL ADDRESS: jbonewitz@acceladvantage.com	FAX (A/C No): (319) 352-2075
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Co.	NAIC # 10677
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURED Sande Construction & Supply Co INC 1111 16th Ave N Humboldt IA 50548-1264	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16-17 gl auto wc umbr REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPP 0281318	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			EPP 0281318	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP 0281318	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC 0281321	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured: Waters Edge Aquatic Design, 11205 W 79th St., Lenexa, KS 66214

CERTIFICATE HOLDER City of Norwalk 705 North Ave. Norwalk, IA 50211	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joan Bonewitz/JOANB
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RESOLUTION NO

**RESOLUTION APPROVING THE CONTRACT AND BOND FOR THE
NORWALK AQUATIC CENTER PROJECT**

WHEREAS, the City Council for the City of Norwalk, Iowa has heretofore awarded a contract for the Norwalk Aquatic Center Project (the “Project”) and fixed the amount of the performance and/or payment bonds to be furnished by such contractor and instructed and authorized the Mayor and City Clerk to execute the said contract on behalf of the City, subject to the approval of the Council; and

WHEREAS, the said contract has been duly signed by the contractor in the amount of \$411,706.00; and

WHEREAS, the contractor has filed satisfactory performance and/or payment bonds in the required amount;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Norwalk, Iowa, as follows:

Section 1. The aforementioned contract and performance and/or payment bonds are hereby approved and declared to be binding upon the parties thereto.

Section 2. The Mayor and City Clerk, upon approval by this City Council are authorized to execute said contract on behalf of the City.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

PASSED and ADOPTED this 17th day of November, 2016.

Tom Phillips, Mayor

ATTEST:
Jodi Eddleman, City Clerk

ROLL CALL VOTE:	Aye	Nay	Abstain	Absent
Isley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kuhl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lester	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Livingston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Riva	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>