

January 19, 2015

To: Mayor Bemrich and City Council
From: David Fierke, City Manager
Subject: Development Agreement
Josephson Manufacturing Company



ACTION: For Vote Monday, January 26, 2015

Brief History

Josephson Manufacturing Company is planning a \$6.5 million investment at their current Fort Dodge facility. The investment includes the purchase of new equipment and the construction of additions to the north and the west of their existing facility. As part of the project, they also intend to add 10 FTE employees to their staff.

Analysis of Issue

Josephson Manufacturing Company is eligible for tax increment financing support to help defray the costs of the Project.

Budget Impact

The total incentive payments would be the lesser of \$50,000 or 3 years worth of 80% of the increment produced from their project.

Strategic Plan Impact

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

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

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

Existing Plan Impact

Consistent with the City's Envision 2030 Plan.

Subcommittee or Commission Review / Recommendation

None

Staff Conclusions / Recommendations

Staff recommends approval of the Development Agreement with Josephson Manufacturing Company.

Alternatives

The only alternative would be to not approve the Development Agreement, which could potentially delay, minimize or end the project.

Implementation and Accountability

If approved, staff will execute the agreement with the developer.

Signed



Vickie Reeck
Community Development Manager

Approved

David R. Fierke, City Manager

RESOLUTION _____

Resolution Approving Development Agreement with Josephson Manufacturing Company, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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

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

WHEREAS, a certain development agreement (the “Agreement”) between the City and Josephson Manufacturing Company (the “Company”) has been prepared in connection with construction of an addition to the Company’s operational facilities situated at 216 Central Avenue in the Urban Renewal Areas (the “JMC Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Company in a total amount not exceeding \$50,000; 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 January 26, 2015, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

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

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

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

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

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

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

Part of First Avenue North lying South of Lot 5 Block 6 of Original Town and lying South of vacated North Second Street all in Fort Dodge, Iowa and more particularly described as follows: Beginning at the Southwest corner of Block 6 Original Town, Fort Dodge, Iowa; thence N 89°55'43" E 60.00 feet along the North line of the currently established First Avenue North; thence S 00°01'54" W 70.03 feet to the South line of the currently established First Avenue North; thence S 89°55'43" W 60.00 feet along said South line; thence S 82°14'03" W 18.56 feet along said South line; thence N 00°17'04" W 66.29 feet; thence N 72°27'10" E 21.36 feet to the point of beginning. Said parcel contains 0.13 acres subject to easements of record. [NOTE: The North line of Central Ave is assumed to bear N 90°00'00" E.]; AND Lot 5 of Block 6 of Original Town of Fort Dodge, Iowa containing 0.20 acres.

AND

That portion of 1st Avenue North lying North of Lot 4 and the West 18.96 feet of Lot 3, all in Block 7 of the Original Town of Fort Dodge, in Webster County, Iowa.

AND

Lots 6, 7, 8, and 9, all in Block 7, Original Town of Fort Dodge, Iowa.

AND

The East 24 feet of Lot 10, Block 31 in Town Company's Addition to Fort Dodge, Iowa, together with vacated 2nd Street lying immediately East of said Lot 10.

AND

The South 40 feet of Lot 1, and the South 40 feet of the East 3.7 feet of Lot 2, Block 7, Original Fort Dodge, Iowa.

AND

The West 18.87 feet of Lot 3; all of Lot 4 and all of Lot 5, Block 7, Original Town of Fort Dodge, Iowa; and the East 24 feet of Lot 1, Block 31, Town Company's Addition to Fort Dodge, Iowa; and that part of Second Street vacated which lies between Lot 5, Block 7, Original Town of Fort Dodge, Iowa and said East 24 feet of Lot 1, Block 31, Town Company's Addition to Fort Dodge, Iowa subject to party wall agreement recorded in the Office of the Recorder of Webster County, Iowa, in Town Lot Mortgage Records in Book 64, Page 545.

AND

Lots 5, 4, 3, and the West 48 feet of Lot 2 all in Block 6 of Original Town of Fort Dodge, Iowa.

AND

All that part of Block 31, Town Company's Addition to Fort Dodge, Iowa, according to the plat thereof on file and recorded in the Office of the Register of Deeds in and for Webster County, State of Iowa, bounded and described as follows: Beginning at a point on the Southerly line of Lot 10, said Block 31, said line being also the Northerly line of Central Avenue South (formerly Market Street), distant 24 feet Westerly from the Southeasterly corner of said Block 31; thence Northerly parallel with the Easterly line of said Block 31, to a point in the Northerly line thereof, said line being also the Southerly line of First Avenue North (formerly Williams Street), distant 24 feet Westerly from the Northeasterly corner of said Block 31; thence Westerly along the aforesaid Northerly line of Block 31, to a point therein distant 9.0 feet Easterly, measured radically, from the center line of a spur track of the Chicago and North Western Railway Company (formerly The Minneapolis & St. Louis Railway Company) known as I.C.C. Track #55; thence Southerly parallel with said spur track center line, to a point in the aforesaid Southerly line of Block 31; thence Easterly along said Southerly line of Block 31, to the point of beginning.

AND

A parcel of land in Blocks 31, 47, and 135 including adjacent streets in Town Company's Addition, also part of First Avenue North and North 2nd Street adjacent to Block 6 Original Town all in Fort Dodge, Iowa and more particularly described as follows: Beginning at a point 168.00 feet West of the Northeast corner of Block 6 Original Town of Fort Dodge; thence N 00°22'45" W 158.28 feet to a point on a line 40.0 feet normally measured Southeasterly from the centerline of a now established City of Fort Dodge walking trail; thence upon said 40.0 foot line along the following courses, S 56°00'11" W 225.60 feet; thence Southwesterly 226.16 feet along a 995.46 foot radius curve concave Southeasterly with a chord bearing S 49°29'40" W 225.67 feet; thence Southwesterly 115.69 feet along a 216.50 foot radius curve concave Southeasterly with a chord bearing S 27°40'40" W 114.32 feet; thence Southerly 280.67 feet along a 1304.50 foot radius curve concave Easterly with a chord bearing S 06°12'22" W 280.13 feet; thence S 00°02'33" W 20.49 feet to a point on the North line of Central Avenue and being the last point on said 40.0 foot line; thence S 90°00'00" E 63.89 feet along said North line; thence Northeasterly 294.60 feet along a 491.00 foot radius curve concave Southeasterly and not tangent to the preceding course with a chord bearing N 19°10'45" E 290.20 feet; thence N 36°22'05" E 32.20 feet to a point on the South line of vacated First Avenue North; thence N 90°00'00"E 137.80 feet along said South line of vacated First Avenue North to the West line of vacated Second Street; thence N 00°17'04" W 66.29 feet; thence N 72°27'10" E 21.36 feet to the Southwest corner of Block 6 Original Town of Fort Dodge; thence N 00°22'45" W 143.50 feet along the West line of said Block 6; thence S 89°19'25" E 132.05 feet

along the North line of said Block 6 to the point of beginning. Said parcel contains 2.20 acres subject to easements of record.

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

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

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

Passed and approved this January 26, 2015.

Ayes: _____

Nays: _____

Other: _____

CITY OF FORT DODGE, IOWA

By: Matt Bemrich, Mayor

Attest:

Jeff Nemmers, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Fort Dodge, Iowa (the "City") and Josephson Manufacturing Company (the "Developer") as of the ___ day of January, 2015 (the "Commencement Date").

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

WHEREAS, the Developer, through its commonly-owner affiliates owns certain real property which is situated in the Urban Renewal Areas and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Developer has proposed to undertake the construction of an addition to the Josephson Manufacturing facility (the "Project") located on the Property; and

WHEREAS, in order to encourage the Project, the City has offered to provide financial assistance in the form of incremental property tax payments to be used by the Developer in defraying the costs of compliance with the City's design requirements; and

WHEREAS, the base valuation of the Property for purposes of Section 403.19 of the Code of Iowa is \$858,987.00 (the "Base Valuation"); and

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

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. Private Project Construction. The Developer agrees to complete the Project on the Property. The Developer has submitted a detailed site plan (the "Site Plan") for the Project to the City, which was approved on _____, 2015 and is attached hereto as Exhibit B. The Developer agrees to develop the Property in accordance with the Site Plan. The anticipated completion date of the Project is December 31, 2015. The Developer agrees to demonstrate, to the satisfaction of the City, the total actual costs (the "Project Costs") incurred in carrying out the Project.

2. Property Taxes. The Developer agrees to cause timely payment of all property taxes as they come due with respect to the Property throughout the Term, as hereinafter defined, and if requested by the City, to submit evidence of such payments.

3. Estimate of Incremental Property Tax Revenues. Furthermore, the Developer agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2016, an amount (the "Developer's Estimate") equal to 80% of the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such

certification with respect to the taxable valuation of the Property. In determining such Developer's Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Developer's Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are determined by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district instructional support and physical plant and equipment levies and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

Upon request, the City staff shall provide reasonable assistance to the Developer in formulating the annual estimates required under this Section A.3 and in completing the annual worksheets.

4. Legal and Administrative Fees. The Developer hereby agrees to cover the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite amendment to the urban renewal plan, up to an amount not in excess of \$3,000. The Developer agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Developer evidencing such costs.

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 Payments under Section B of this Agreement at its sole discretion, until such time as the Developer has demonstrated, to the satisfaction of the City, that it has cured such non-compliance.

B. City's Obligations

1. Payments. In recognition of the Developer's obligations set out above, the City agrees to make six semiannual economic development tax increment payments (the "Payments") to the Developer during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$50,000 (the "Maximum Aggregate Payments"), and the Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

It is assumed that the new valuation from the Project will go on the tax rolls as of January 1, 2016. Accordingly, the Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2017 and continuing to, and including, June 1, 2020, or until such earlier date upon which total Payments equal to the Maximum Aggregate Payments have been made. In the event that the new valuation resulting from the completion of the Project does not go on the property tax rolls until January 1, 2017, then the inception of the Payments shall be delayed by one-year and all relevant dates under this Agreement shall be extended accordingly.

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

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer’s Estimate as called for in Section A.3 above, provided however that no Payment shall be made under this Agreement after June 1, 2021.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2017 and on June 1, 2018, the aggregate amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2016), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the City from the Webster County Treasurer attributable to the taxable valuation of the Property.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Webster County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Special Provisions for Existing Manufacturing Uses.

1. All expansions within the D-2 subdistrict through (i) an addition to, or a reconstruction of, its existing structures; or (ii) the construction of new structures, shall not require a Special Exception from the Board of Adjustment, but shall adhere to the Downtown Design Guidelines to the following extent:

a.) All new construction facing a public street shall:

(i) avoid exterior materials prohibited under Section 17.07.11G.3, UNLESS majority of the existing structures utilize such materials and the new construction is designed to match the architectural design, exterior materials, and color of the existing buildings in order to convey a uniform appearance.

(ii) incorporate vertical façade elements per the City’s Downtown Design Guidelines (e.g. – columns, pilasters, or changes to building plane).

(iii) incorporate architectural massing at the corners.

- (iv) incorporate trim elements to define the building base, middle and top.
- b.) Any expansion or new construction shall be subject to the landscaping requirements of the Downtown Design Guidelines, EXCEPT as follows:
 - (i) only parking areas facing the street shall be required to be screened by landscaping or decorative fencing.
 - (ii) Landscape islands in parking areas shall not be required.

2. Nothing in this Section C shall affect the requirements of the Site Plan Ordinance [17.08.03] with respect to any expansion, except as expressly set forth herein.

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. However, the City hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

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, 2021 or on such earlier date upon which the aggregate sum of Payments made to the Developer equals the Maximum Aggregate Payments.

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.

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

CITY OF FORT DODGE, IOWA

By: _____
Matt Bemrich, Mayor

Attest:

Jeff Nemmers, City Clerk

JMC Real Estate, LLP

By: _____
John Josephson, President

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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

Part of First Avenue North lying South of Lot 5 Block 6 of Original Town and lying South of vacated North Second Street all in Fort Dodge, Iowa and more particularly described as follows: Beginning at the Southwest corner of Block 6 Original Town, Fort Dodge, Iowa; thence N 89°55'43" E 60.00 feet along the North line of the currently established First Avenue North; thence S 00°01'54" W 70.03 feet to the South line of the currently established First Avenue North; thence S 89°55'43" W 60.00 feet along said South line; thence S 82°14'03" W 18.56 feet along said South line; thence N 00°17'04" W 66.29 feet; thence N 72°27'10" E 21.36 feet to the point of beginning. Said parcel contains 0.13 acres subject to easements of record. [NOTE: The North line of Central Ave is assumed to bear N 90°00'00" E.]; AND Lot 5 of Block 6 of Original Town of Fort Dodge, Iowa containing 0.20 acres.

AND

That portion of 1st Avenue North lying North of Lot 4 and the West 18.96 feet of Lot 3, all in Block 7 of the Original Town of Fort Dodge, in Webster County, Iowa.

AND

Lots 6, 7, 8, and 9, all in Block 7, Original Town of Fort Dodge, Iowa.

AND

The East 24 feet of Lot 10, Block 31 in Town Company's Addition to Fort Dodge, Iowa, together with vacated 2nd Street lying immediately East of said Lot 10.

AND

The South 40 feet of Lot 1, and the South 40 feet of the East 3.7 feet of Lot 2, Block 7, Original Fort Dodge, Iowa.

AND

The West 18.87 feet of Lot 3; all of Lot 4 and all of Lot 5, Block 7, Original Town of Fort Dodge, Iowa; and the East 24 feet of Lot 1, Block 31, Town Company's Addition to Fort Dodge, Iowa; and that part of Second Street vacated which lies between Lot 5, Block 7, Original Town of Fort Dodge, Iowa and said East 24 feet of Lot 1, Block 31, Town Company's Addition to Fort Dodge, Iowa subject to party wall agreement recorded in the Office of the Recorder of Webster County, Iowa, in Town Lot Mortgage Records in Book 64, Page 545.

AND

Lots 5, 4, 3, and the West 48 feet of Lot 2 all in Block 6 of Original Town of Fort Dodge, Iowa.

AND

All that part of Block 31, Town Company's Addition to Fort Dodge, Iowa, according to the plat thereof on file and recorded in the Office of the Register of Deeds in and for Webster County, State of Iowa, bounded and described as follows: Beginning at a point on the Southerly line of Lot 10, said Block 31, said line being also the Northerly line of Central Avenue South (formerly Market Street), distant 24 feet Westerly from the Southeasterly corner of said Block 31; thence Northerly parallel with the Easterly line of said Block 31, to a point in the Northerly line thereof, said line being also the Southerly line of First Avenue North (formerly Williams Street), distant 24 feet Westerly from the Northeasterly corner of said Block 31; thence Westerly along the aforesaid Northerly line of Block 31, to a point therein distant 9.0 feet Easterly, measured radically, from the center line of a spur track of the Chicago and North Western Railway Company (formerly The

Minneapolis & St. Louis Railway Company) known as I.C.C. Track #55; thence Southerly parallel with said spur track center line, to a point in the aforesaid Southerly line of Block 31; thence Easterly along said Southerly line of Block 31, to the point of beginning.

AND

A parcel of land in Blocks 31, 47, and 135 including adjacent streets in Town Company's Addition, also part of First Avenue North and North 2nd Street adjacent to Block 6 Original Town all in Fort Dodge, Iowa and more particularly described as follows: Beginning at a point 168.00 feet West of the Northeast corner of Block 6 Original Town of Fort Dodge; thence N 00°22'45" W 158.28 feet to a point on a line 40.0 feet normally measured Southeasterly from the centerline of a now established City of Fort Dodge walking trail; thence upon said 40.0 foot line along the following courses, S 56°00'11" W 225.60 feet; thence Southwesterly 226.16 feet along a 995.46 foot radius curve concave Southeasterly with a chord bearing S 49°29'40" W 225.67 feet; thence Southwesterly 115.69 feet along a 216.50 foot radius curve concave Southeasterly with a chord bearing S 27°40'40" W 114.32 feet; thence Southerly 280.67 feet along a 1304.50 foot radius curve concave Easterly with a chord bearing S 06°12'22" W 280.13 feet; thence S 00°02'33" W 20.49 feet to a point on the North line of Central Avenue and being the last point on said 40.0 foot line; thence S 90°00'00" E 63.89 feet along said North line; thence Northeasterly 294.60 feet along a 491.00 foot radius curve concave Southeasterly and not tangent to the preceding course with a chord bearing N 19°10'45" E 290.20 feet; thence N 36°22'05" E 32.20 feet to a point on the South line of vacated First Avenue North; thence N 90°00'00"E 137.80 feet along said South line of vacated First Avenue North to the West line of vacated Second Street; thence N 00°17'04" W 66.29 feet; thence N 72°27'10" E 21.36 feet to the Southwest corner of Block 6 Original Town of Fort Dodge; thence N 00°22'45" W 143.50 feet along the West line of said Block 6; thence S 89°19'25" E 132.05 feet along the North line of said Block 6 to the point of beginning. Said parcel contains 2.20 acres subject to easements of record.

EXHIBIT B
SITE PLAN FOR PRIVATE PROJECT

EXHIBIT C
ANNUAL TIF WORKSHEET
DEVELOPER'S ESTIMATE

(1) Date of Preparation: January 20, 2015

(2) Assessed Valuation of Property as of January 1, 2016:

\$_____.

(3) Base Valuation of Property:

\$858,987.00

(4) Incremental Valuation of Property (2 minus 3):

\$_____ (the "TIF Value").

(5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):

\$36.30827 per thousand of value.

(6) The TIF Value (4) factored by the Adjusted Levy Rate (5).

\$_____ x \$36.30827/1000

(7) Estimate = \$_____ x .80 = \$_____