

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JUNE 20, 2016
5:00 PM**



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. Motion Authorizing a Noise Variance for the Buddhist Temple
 - D. Motion Authorizing Right of Way Closures and Food Serving on Lake Avenue by Central Bank Staff
 - E. Motion Authorizing a Promotion Event for Zone Entertainment
3. Public Hearing on the Proposal to Enter into a Development Agreement with Dale Schumann
4. Resolution No. 141-R-2015-2016 Approving The Proposal To Enter Into A Development Agreement With Dale Schumann
5. Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services
6. Public Hearing On The Plans, Specifications, Form Of Contract, And Estimated Cost For The 13th Street Paving Improvement Project
7. Resolution No. 142-R-2015-2016 Approving Plans, Specifications, Form Of Contract, And Estimated Cost For The 13th Street Paving Improvement Project
8. Resolution No. 143-R-2015-2016 Approving Bids For The 13th Street Paving Improvement Project
9. Resolution No. 144-R-2015-2016 Approving Change Order #1 to the 2016 Erie Street CDBG Stormwater Project
10. Ordinance No. 05-O-2015-2016 Adopting TIF Ordinance Amendment No. 2 To The North #1 - Bargloff Urban Renewal Plan
11. Public Hearing Concerning Plans, Specifications, Form Of Contract, And Estimate of Costs for the Lime Lagoon Project
12. Resolution No. 145-R-2015-2016 Approving Plans, Specifications, Form Of Contract, And Estimated Cost For The Lime Lagoon Created Wetland Project
13. Motion To Approve Professional Services Agreement With Bolton & Menk For 2016 Water Main Improvements.
14. Motion Approving A Comprehensive Housing Needs Analysis For The City Of Storm Lake
15. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

6/20/2016

Agenda Item # A.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

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REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe bills for approval
- Approve June 6, 2016 City Council Minutes
- Approve liquor license renewals for Hy-Vee and Midtown Liquor
- Approve Native Wine permit for Kristi's Kandies
- Cigarette permit for One Stop Shop
- Approve changing the Monday, July 4, 2016 City Council meeting to Tuesday, July 5, 2016
- Approve noise variance for the Buddhist Temple (see attached staff summary)
- Approve requests from Central Bank for two events (see attached staff summary)
- Approve requests from Zone Entertainment for promotion event (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$364,303.31
- King's Pointe Bills - \$183,679.09
- Sunrise Pointe Golf Course Bills - \$22,064.30

The City will receive the following revenues:

- Liquor license renewal - \$400.00
- Cigarette permit - \$75.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills

- 📄 List of Bills - King's Pointe & Sunrise Pointe
- 📄 Minutes - June 6, 2016

- List of Bills
- Minutes

UNAVAILABLE

AFLAC	PR Batch 00552.06.2016 Aflac Pretax	457.22
AFLAC	PR Batch 00552.06.2016 Aflac After tax	99.12
AFLAC	PR Batch 00553.06.2016 Aflac Pretax	75.32
AFLAC	PR Batch 00553.06.2016 Aflac After tax	50.21
City of Storm Lake	PR Batch 00553.06.2016 Dental insurance employee c	1.13
City of Storm Lake	PR Batch 00553.06.2016 Dental employee/spouse	13.86
City of Storm Lake	PR Batch 00553.06.2016 Dental insurance family	24.45
City of Storm Lake	PR Batch 00553.06.2016 125 Flexible Benefits	265.21
City of Storm Lake	PR Batch 00553.06.2016 Flex- Child Care	62.50
City of Storm Lake	PR Batch 00553.06.2016 Health Insurance Family	597.20
City of Storm Lake	PR Batch 00553.06.2016 Health Insurance Single	24.00
City of Storm Lake	PR Batch 00552.06.2016 Dental employee/child	6.00
City of Storm Lake	PR Batch 00552.06.2016 Dental insurance employee c	19.76
City of Storm Lake	PR Batch 00552.06.2016 Dental employee/spouse	14.91
City of Storm Lake	PR Batch 00552.06.2016 Dental insurance family	81.18
City of Storm Lake	PR Batch 00552.06.2016 125 Flexible Benefits	629.12
City of Storm Lake	PR Batch 00552.06.2016 Flex- Child Care	161.54
City of Storm Lake	PR Batch 00552.06.2016 Health Insurance Family	1,764.16
City of Storm Lake	PR Batch 00552.06.2016 Health Insurance Single	376.55
Collection Services Center	PR Batch 00552.06.2016 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00552.06.2016 Cancer Pre Tax Insurance	41.04
EFTPS	PR Batch 00552.06.2016 Federal Income Tax	10,862.49
EFTPS	PR Batch 00552.06.2016 FICA Employee Portion	4,154.25
EFTPS	PR Batch 00552.06.2016 FICA Employer Portion	4,154.25
EFTPS	PR Batch 00552.06.2016 Medicare Employee Portion	1,512.37
EFTPS	PR Batch 00552.06.2016 Medicare Employer Portion	1,512.37
EFTPS	PR Batch 00553.06.2016 Federal Income Tax	4,371.51
EFTPS	PR Batch 00553.06.2016 FICA Employee Portion	1,679.65
EFTPS	PR Batch 00553.06.2016 FICA Employer Portion	1,679.65
EFTPS	PR Batch 00553.06.2016 Medicare Employee Portion	485.39
EFTPS	PR Batch 00553.06.2016 Medicare Employer Portion	485.39
ICMA Retirement Trust 457	PR Batch 00553.06.2016 ICMA	625.00
ICMA Retirement Trust 457	PR Batch 00553.06.2016 ICMA City Paid	550.01
ICMA Retirement Trust 457	PR Batch 00553.06.2016 ICMA City paid for Police	436.17
ICMA Retirement Trust 457	PR Batch 00552.06.2016 ICMA	1,585.00
Iowa Public Employees	PR Batch 00552.06.2016 IPERS	3,610.51
Iowa Public Employees	PR Batch 00552.06.2016 IPERS City Share	5,418.70
Iowa Public Employees	PR Batch 00553.06.2016 IPERS	1,331.82
Iowa Public Employees	PR Batch 00553.06.2016 IPERS City Share	1,998.85
ITT Hartford AMS RPVA	PR Batch 00553.06.2016 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00552.06.2016 457 Hartford	225.00
Muni Fire/Police Retire	PR Batch 00552.06.2016 Muni Police/Fire Pension	2,796.83
Muni Fire/Police Retire	PR Batch 00552.06.2016 Muni Police/Fire Pension Ci	8,262.55
Muni Fire/Police Retire	PR Batch 00553.06.2016 Muni Police/Fire Pension	544.93
Muni Fire/Police Retire	PR Batch 00553.06.2016 Muni Police/Fire Pension Ci	1,609.87
Teamsters Local Union 554	PR Batch 00552.06.2016 Union Dues	168.50
Treasurer State Of Iowa	PR Batch 00552.06.2016 State Income Tax	4,028.67
Treasurer State Of Iowa	PR Batch 00553.06.2016 State Income Tax	1,721.34
United States Treasury	PR Batch 00552.06.2016 Garnishment	129.65

UNAVAILABLE

Department Total = 71,027.20

Police Department

Alliant Energy	Gas Service Apr/May 2016	156.50
Alta Body Shop	Towing Services- May 2016	1,820.00
Buena Vista County Sheriff's Reserve	Lakefest 2016 Service Assistance	320.00

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

Checks for Approval Report

From: 06/07/16 To 06/20/16
User: tyler.gibbins

Buena Vista Regional Medical Center	ID Card	5.00
Buena Vista Stationery & Print Inc	Office Supplies	74.27
Buena Vista Stationery & Print Inc	Business Cards- Cole	46.41
Buena Vista Stationery & Print Inc	Clips	6.54
Buena Vista Stationery & Print Inc	Office Supplies	10.99
City of Storm Lake	Serviced P-6	36.47
City of Storm Lake	Serviced P-12	36.47
City of Storm Lake	Serviced P-8	49.74
City of Storm Lake	Serviced P-9	36.47
City of Storm Lake	Serviced P-10	42.43
City of Storm Lake	Serviced P-11	49.27
City of Storm Lake	Serviced P-4	43.59
Cole Chris J	2016 IACP Training Conference Registration	350.00
Control System Specialists, LLC	Changed Filters	190.00
Control System Specialists, LLC	Main Belt Replacement	301.70
Edwards Storm Lake	Drive Side Door Panel	513.80
Electronic Engineering	Mobile Radio Repairs	294.00
Electronic Engineering	2-Way Radios	207.95
Evertex Inc	Phone Service- June 2016	344.46
Genesis Development	Janitorial Services- May 2016	600.00
Iowa Heart Center PC	Physical for Bravo	335.00
Iowa Heart Center PC	Physical for McDonald	335.00
Iowa Office Supply Inc	Time Cards	48.50
Jack's Uniforms & Equipment	Bike Uniform- Solem	138.34
Jack's Uniforms & Equipment	Bike Uniform- Allerdings	124.35
Jack's Uniforms & Equipment	Shoulder Patches	438.00
Jack's Uniforms & Equipment	Uniforms- Bravo	1,713.39
Jack's Uniforms & Equipment	Body Armor- Bravo	844.28
JNB Acquisition Corporation	Copier Maintenance Agreement	177.08
Julius Dennis R.	Laundry Service	6.00
Mangold Environmental Testing	Shipping	6.69
Mangold Environmental Testing	Shipping	6.69
Mangold Environmental Testing	Shipping	49.11
MS Door Service Ltd	Pest Management Services	24.00
Neuroth Kevin	Garbage Service May 2016	24.50
Pepperball/ATO Systems	Training Services	300.00
Prosser Mark	2016 IACP Training Registration	350.00
Reserve Account	Postage Jun 9, 2016	146.07
The CTK Group	Training- Weflen	325.00
Unity Point Health Trinity Regional Medical Center	McDonald Physical	868.84
Universal Credit Services Inc	Background Checks	32.57
Vast Broadband	Phone Service June 2016	308.25

Police Department

Department Total = 12,137.72

Fire Department

Alliant Energy	Gas Service Apr/May 2016	79.89
Arnold Motor Supply, LLP	Copper Supplies	4.38
Central Iowa Distributing, Inc	Bags & Cleaning Supplies	85.80
City of Storm Lake	Serviced P-1	86.46
City of Storm Lake	Serviced #75	181.01
Electronic Engineering	Shipping for Broken Radio	14.95
Evertex Inc	Phone Service- June 2016	51.25
Feld Equipment Company, Inc Ed M	Hose Repair	58.74
Fire Service Bureau	Books for New FF	142.00
International Assoc of Fire Chiefs	FY2017 Membership #51962	209.00
Julius Dennis R.	Laundry Service	61.27
Mangold Environmental Testing	Shipping	6.31

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MS Door Service Ltd	Pest Management Services	18.00
Neuroth Kevin	Garbage Service May 2016	54.25
Vast Broadband	Phone Service June 2016	53.76

Fire Department	Department Total =	1,107.07
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Building Official

Arnold Motor Supply, LLP	Headlight Bulb	4.94
Arnold Motor Supply, LLP	Wiper Blades	13.98
Evertex Inc	Phone Service- June 2016	27.50
Reserve Account	Postage Jun 9, 2016	21.15
Vast Broadband	Phone Service June 2016	80.64

Building Official	Department Total =	148.21
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Animal Care

Johnson Dianne	Bd & Disp of Cats & Dogs	490.00
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Animal Care	Department Total =	490.00
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Roadway Maintenance

Alliant Energy	Gas Service Apr/May 2016	251.13
Arnold Motor Supply, LLP	Concrete Saw Belt	124.40
Arnold Motor Supply, LLP	Solvent	5.99
Bierschbach Equipment & Supply Company, Inc	Blade	834.00
Bolton & Menk, Inc	Project Management, Prelim, & Final Design through	5,664.50
Bolton & Menk, Inc	Engineering Services through 6/6/2016	3,539.50
Brown Supply Company	Gaskets	125.90
Central Iowa Distributing, Inc	Cleaning Supplies	740.45
City of Storm Lake	Replaced Rear Brakepads #135	168.94
Deere Credit Inc	O-Ring & Fittings	50.73
Evertex Inc	Phone Service- June 2016	13.75
I&S Group, Inc.	Services through 5/21/2016	265.00
JNB Acquisition Corporation	Copier Maintenance Agreement	17.10
Neuroth Kevin	Garbage Service May 2016	127.00
Vast Broadband	Phone Service June 2016	56.89
Wede's Lock Service Joe	Padlock	63.00

Roadway Maintenance	Department Total =	12,048.28
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Airport

Arnold Motor Supply, LLP	Battery	103.45
Bolton & Menk, Inc	Master Plan Services through 5/30/2016	5,808.00
Century Link	June 2016 Phone Service	152.45
MS Door Service Ltd	Pest Management Services	45.00
Reserve Account	Postage Jun 9, 2016	20.90

Airport	Department Total =	6,129.80
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Upper Des Moines

Upper Des Moines Opportunity	FY 2016 City Support	5,000.00
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Upper Des Moines	Department Total =	5,000.00
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Library

Alliant Energy	Gas Service Apr/May 2016	135.28
Genesis Development	Janitorial Services- May 2016	600.00
Neuroth Kevin	Garbage Service May 2016	38.25
Reserve Account	Postage Jun 9, 2016	5.59
Vast Broadband	Phone Service June 2016	115.17

Library

Department Total = 894.29

Band

J.W. Pepper & Sons, Inc	Music	52.00
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Band

Department Total = 52.00

Parks Department

Alliant Energy	Gas Service Apr/May 2016	40.21
Arnold Motor Supply, LLP	Trailer Connection	5.29
Arnold Motor Supply, LLP	Oil Filter #136	8.39
Arnold Motor Supply, LLP	Battery- Toolcat	88.62
Arnold Motor Supply, LLP	On/Off Switch- Toolcat	13.69
City of Storm Lake	Serviced & Replaced Alternator #136	213.40
Evertex Inc	Phone Service- June 2016	13.75
Fastenal Company	Ties	8.27
Graham Tire	Tire Repairs	17.00
Martin's Flag Co., Inc.	Flags	503.85
Neuroth Kevin	Garbage Service May 2016	205.50
Neuroth Kevin	Extra Garbage Service May 2016	16.00
Storm Lake Ace Hardware Inc	Epoxy & Syringes	10.98
Storm Lake Ace Hardware Inc	Downspouts & Supplies	19.57
Vast Broadband	Phone Service June 2016	35.64
Wede's Lock Service Joe	Keypad Lock	255.00

Parks Department

Department Total = 1,455.16

Golf Course

Arnold Motor Supply, LLP	Filters	96.72
Arnold Motor Supply, LLP	Sleeve	0.64
Storm Lake Ace Hardware Inc	Markers, Board, Rain Gauge	28.46
Turfwerks	Kit	132.32
Turfwerks	Kit	119.60

Golf Course

Department Total = 377.74

Campgrounds

Arctic Glacier U.S.A., Inc.	Ice	143.80
Arctic Glacier U.S.A., Inc.	Ice	95.92
Crescent Electric Supply Co	Batteries	8.57
Neuroth Kevin	Garbage Service May 2016	808.96
Storm Lake Ace Hardware Inc	Pipe Sealant	8.99
Storm Lake Ace Hardware Inc	Battery	5.99
Storm Lake Ace Hardware Inc	Supplies	31.99
Vast Broadband	Phone Service June 2016	102.00

Campgrounds

Department Total = 1,206.22

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Outdoor WaterPark

Brown & Hofmeister LLP	Services through 5/31/2016	1,012.50
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Outdoor WaterPark

Department Total =	1,012.50
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UNAVAILABLE

King's Pointe Resort	May 2016 Housekeeping	405.00
King's Pointe Resort	May 2016 Maintenance	397.63
King's Pointe Resort	May 2016 Gutter Replacement	3,976.00
King's Pointe Resort	May 2016 Boiler Inspection	540.00
King's Pointe Resort	May 2016 Supplies	135.00
King's Pointe Resort	May 2016 Door Locks & Grill Brushes	95.43
King's Pointe Resort	May 2016 Toilet Paper Holders	69.85
King's Pointe Resort	May 2016 Furniture	3,214.91
King's Pointe Resort	May 2016 Grills	672.00
King's Pointe Resort	May 2016 Televisions	430.00
Kinseth Hospitality Corporation	May 2016 Management Fee	256.40

UNAVAILABLE

Department Total =	10,192.22
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Awaysis

Ahlers & Cooney, P.C.	Services for 2016A Bond Series	10,789.65
Ahlers & Cooney, P.C.	Services for 2016B Bond Series	7,704.30
Ahlers & Cooney, P.C.	Disclosures for 2016B Bond Series	3,500.00
Ahlers & Cooney, P.C.	Disclosures for 2016A Bond Series	3,500.00
Piper Jaffray & Co	Dissemination Agent 2015 Storm Water Bond	1,000.00
Wells Fargo Bank N.A.	\$5.4M Bond Paying Agent Fee	400.00

Awaysis

Department Total =	26,893.95
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Shelter House

Alliant Energy	Gas Service Apr/May 2016	42.80
MS Door Service Ltd	Pest Management Services	18.00

Shelter House

Department Total =	60.80
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UNAVAILABLE

L & G Products, Inc	Weed & Grass Stopper	70.05
Neuroth Kevin	Extra Garbage Service May 2016	22.00
Neuroth Kevin	Garbage Service May 2016	93.00
Recycle Center Harold Rowley	Recycling	11.00
Rent-All	Concrete Buggy Rental	200.00
Storm Lake Times The	Publication	18.40
Storm Lake Times The	Publication	28.40

UNAVAILABLE

Department Total =	442.85
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Economic Develop

Reserve Account	Postage Jun 9, 2016	6.47
Storm Lake Times The	Publication	17.60
Vast Broadband	Phone Service June 2016	26.88

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Economic Develop

Department Total = 50.95

TIF

Recycle Center Harold Rowley	Recycling	20.35
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TIF

Department Total = 20.35

Bargloff TIF

Storm Lake Times The	Publication	26.40
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Bargloff TIF

Department Total = 26.40

The Reserves - TIF

Storm Lake Times The	Publication	53.20
Storm Lake Times The	Publication	13.80
Storm Lake Times The	Publication	11.60
Storm Lake Times The	Publication	32.20

The Reserves - TIF

Department Total = 110.80

Storm Lake Sub-Division #5

Bolton & Menk, Inc	13th Street Prof Services through 6/6/2016	2,916.50
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Storm Lake Sub-Division #5

Department Total = 2,916.50

City Hall Building

Alliant Energy	Gas Service Apr/May 2016	58.00
Evertex Inc	Phone Service- June 2016	15.91
Genesis Development	Janitorial Services- May 2016	200.00
Julius Dennis R.	Entrance Mat Service	88.20
MS Door Service Ltd	Pest Management Services	23.00
Neuroth Kevin	Garbage Service May 2016	28.50
Reinert Michael P	Drop Box Base Repairs	75.00
Schumacher Elevator Company	Elevator Inspection	189.01
Vast Broadband	Phone Service June 2016	96.60

City Hall Building

Department Total = 774.22

Other Policy & Administration

Buena Vista Co Recorder	Bargloff Urban Renewal Recording Fee	117.00
Buena Vista Stationery & Print Inc	Office Supplies	15.71
Genesis Development	Shredding- May 2016	13.00
JNB Acquisition Corporation	Copier Maintenance Agreement	17.11
Navratil Keri	2016 Annual Conference Registration- Navratil	218.33
NW IA League of Cities	6/9/2016 Meeting (3)	45.00
NW IA League of Cities	4/28/2016 Meeting (4)	60.00
NW IA League of Cities	4/28/2016 Meeting (2)	30.00
Qualified Presort Service, LLC	City Tidbits	204.53
Reserve Account	Postage Jun 9, 2016	282.46
Storm Lake Times The	Publication	76.45
Storm Lake Times The	Publication	35.38
Storm Lake Times The	Publication	26.40
Storm Lake Times The	Publication	61.16

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Storm Lake Times The	Publication	25.80
Storm Lake Times The	Publication	47.20
Storm Lake Times The	Publication	57.90

Other Policy & Administration	Department Total =	1,333.43
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Water Administration

Accela, Inc #774375	May Web Payments	139.75
Accela, Inc #774375	May IVR Payments	5.75
Bolton & Menk, Inc	Bio-Reactors Services	4,038.50
Buena Vista Stationery & Print Inc	Office Supplies	15.71
Evertex Inc	Phone Service- June 2016	15.68
Genesis Development	Janitorial Services- May 2016	200.00
JNB Acquisition Corporation	Copier Maintenance Agreement	17.11
Navratil Keri	2016 Annual Conference Registration- Navratil	218.33
Piper Jaffray & Co	Dissemination Agent 2015 Water Bond	1,000.00
Qualified Presort Service, LLC	Past Due Notices	66.31
Qualified Presort Service, LLC	ACH Statements	91.19
Qualified Presort Service, LLC	Final Bills	4.89
Reserve Account	Postage Jun 9, 2016	22.54
Vast Broadband	Phone Service June 2016	79.28

Water Administration	Department Total =	5,915.04
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Water Plant

Alliant Energy	Gas Service Apr/May 2016	557.56
Bolton & Menk, Inc	Flindt Drive Water Main Services	855.00
Buena Vista Stationery & Print Inc	Office Supplies	146.01
Davis Mike	WasteWater Grade 2- Davis- Cert Fee	60.00
Evertex Inc	Phone Service- June 2016	118.75
Foundation Analytical Laboratory Inc	Testing	60.00
Foundation Analytical Laboratory Inc	Testing	192.00
Foundation Analytical Laboratory Inc	Testing	15.00
Foundation Analytical Laboratory Inc	Testing	15.00
Foundation Analytical Laboratory Inc	Testing	120.00
Graffix, Inc	Uniforms	27.50
Grainger Inc W.W.	Slaker Door Bottom Sweep	104.22
Hach Chemical Company	Testing Supplies	640.02
Iowa Association of Municipal Utilities	Workshop- Allen & Struchen	90.00
JNB Acquisition Corporation	Copier Maintenance Agreement	29.26
Larson Oil & Distributing Co, Inc	Fuel	653.95
Mike's Electronics Inc	Slaker Repairs	70.00
Mike's Electronics Inc	Scada Repairs	70.00
Mike's Electronics Inc	Scada Repairs	165.00
Mike's Electronics Inc	Well 20 Repairs	116.70
Mississippi Lime Company	Lime	4,852.60
Mississippi Lime Company	Lime	4,696.80
Mississippi Lime Company	Lime	4,691.10
Neuroth Kevin	Garbage Service May 2016	82.75
Northwest Glass Inc	Glass Replacement	473.00
Qualified Presort Service, LLC	Drinking Water Quality Report	2,109.08
Sargent Drilling	Pay Estimate #10 (Retainage) Well #20	22,557.62
Skarshaug Testing Laboratory, Inc	Gloves for Testing	26.41
Stanley Mark	Steel & Labor	932.44
Storm Lake Ace Hardware Inc	Press Building Sink Repairs	39.22
Storm Lake Ace Hardware Inc	Break Room Supplies	182.97
Storm Lake Ace Hardware Inc	Appliance Cart Rental	15.00

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Storm Lake Ace Hardware Inc	Appliance Cart Returned	-15.00
Storm Lake Ace Hardware Inc	New Sink for Pipe Gallery	191.90
Storm Lake Ace Hardware Inc	Appliance Cart	90.00
Storm Lake Ace Hardware Inc	Sink Repairs	8.98
Storm Lake Ace Hardware Inc	Late Fee	11.71
Storm Lake Ace Hardware Inc	Knife, Brushes, & Blades	67.43
Storm Lake Ace Hardware Inc	Vac & Hose	211.97
Storm Lake Ace Hardware Inc	Epoxy	370.15
Storm Lake Ace Hardware Inc	Clips, Hook, Caulk	16.96
Storm Lake Ace Hardware Inc	Drill Bit & Supplies	25.31
Storm Lake Ace Hardware Inc	Hook, Bug Wash	23.89
Struchen Kolby	Distribution 2 Certification Fee	60.00
Struchen Kolby	Treatment 2 Certification Fee	60.00
Struchen Kolby	Treatment 2 Testing Fee	30.00
Struchen Kolby	Distribution 2 Testing Fee	30.00
Vast Broadband	Phone Service June 2016	166.94
Wede's Lock Service Joe	Office Lock	50.00

Water Plant **Department Total =** 46,165.20

Water Distribution

Alliant Energy	Gas Service Apr/May 2016	39.83
Arnold Motor Supply, LLP	Valve for Trailer	94.60
Brown Supply Company	Plugs	84.74
Evertex Inc	Phone Service- June 2016	47.50
Mike's Lawn Service, Inc	Lawn Renovation- 1511 Maple	135.00
Mike's Lawn Service, Inc	Lawn Renovation- Multiple Locations	940.30
Storm Lake Times The	Publication	62.55
Storm Lake Times The	Publication	50.04
Underground Location Company	Locates	57.40
Vast Broadband	Phone Service June 2016	81.43

Water Distribution **Department Total =** 1,593.39

Water Meters

Evertex Inc	Phone Service- June 2016	23.75
Municipal Supply, Inc.	Smart Points	16,981.00
Municipal Supply, Inc.	Meters	30,085.10
Municipal Supply, Inc.	Meters	3,756.40
Municipal Supply, Inc.	Handheld	6,500.00

Water Meters **Department Total =** 57,346.25

Wastewater Administration

Accela, Inc #774375	May Web Payments	139.75
Accela, Inc #774375	May IVR Payments	5.75
Buena Vista Stationery & Print Inc	Office Supplies	15.71
Evertex Inc	Phone Service- June 2016	15.91
Genesis Development	Janitorial Services- May 2016	200.00
JNB Acquisition Corporation	Copier Maintenance Agreement	17.10
Navratil Keri	2016 Annual Conference Registration- Navratil	218.34
Qualified Presort Service, LLC	ACH Statements	91.18
Qualified Presort Service, LLC	Past Due Notices	66.31
Qualified Presort Service, LLC	Final Bills	4.89
Qualified Presort Service, LLC	ACH Final Bills	4.39
Reserve Account	Postage Jun 9, 2016	22.54

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

Checks for Approval Report

From: 06/07/16 To 06/20/16
User: tyler.gibbins

Vast Broadband	Phone Service June 2016	92.73
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Wastewater Administration	Department Total =	894.60
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Wastewater Treatment Plant

Alliant Energy	Gas Service Apr/May 2016	30.73
Arnold Motor Supply, LLP	Starter	154.47
Evertex Inc	Phone Service- June 2016	108.75
Fareway Store #461	Distilled Water	139.44
Ferguson Enterprises Inc	Adapter	85.44
Foundation Analytical Laboratory Inc	Testing	344.00
Foundation Analytical Laboratory Inc	Testing	341.00
Foundation Analytical Laboratory Inc	Testing	1,332.00
Foundation Analytical Laboratory Inc	Testing	172.00
Graffix, Inc	Uniforms	364.20
JNB Acquisition Corporation	Copier Maintenance Agreement	31.48
Joyce's Greenery	Landscaping WWTP	235.70
Mike's Electronics Inc	Computer Programming	45.00
Mike's Electronics Inc	Memorial Pump Repairs	70.00
NCL of Wisconsin Inc	Testing Supplies	208.48
Neuroth Kevin	Garbage Service May 2016	67.00
Northern Balance/Scale Inc	Calibration Freight	20.00
ProBuild	Treated Wood & Concrete for Casino Lift Station	443.90
ProBuild	Wood & Supplies for Wall	727.11
Recycle Center Harold Rowley	Recycling	10.00
Recycle Center Harold Rowley	Recycling	32.76
Reinert Michael P	Pipe	75.30
Storm Lake Hydraulics Co Inc	Fix Hydraulic Leak on Brown Bear	3,343.43
Storm Lake Hydraulics Co Inc	Hyd Hose & Ends	76.68
USA Blue Book	Cimarec Stirrer	621.91

Wastewater Treatment Plant	Department Total =	9,080.78
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Wastewater Collection

Eriksen Construction Co, Inc	Pay Estimate 2-S Retainage Contract #4	4,200.00
Eriksen Construction Co, Inc	Pay Estimate 2-S Retainage Contract #4	560.00
Eriksen Construction Co, Inc	Pay Estimate 2-S Retainage Contract #4	840.00
Gridor Construction, Inc	Pay Estimate #31 of Contract #5 (Final Retainage)	7,500.00
Gridor Construction, Inc	Pay Estimate #31 of Contract #5 (Final Retainage)	1,000.00
Gridor Construction, Inc	Pay Estimate #31 of Contract #5 (Final Retainage)	1,500.00
Piper Jaffray & Co	Dissemination Agent 2015 Sewer Bond	1,000.00
Rehab Systems Inc.	Manhole Rehab	750.00
Schoon Construction & Excavation, LLC	Sewer Camera Use- Less Tax	400.00
Schoon Construction & Excavation, LLC	Tile Repairs- Less Tax	830.00
Underground Location Company	Locates	57.40

Wastewater Collection	Department Total =	18,637.40
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Landfill

Accela, Inc #774375	May Web Payments	139.75
Accela, Inc #774375	May IVR Payments	5.75
Genesis Development	Janitorial Services- May 2016	200.00
JNB Acquisition Corporation	Copier Maintenance Agreement	17.10
Qualified Presort Service, LLC	ACH Statements	91.18
Qualified Presort Service, LLC	Past Due Notices	66.30
Qualified Presort Service, LLC	Final Bills	4.89

City of Storm Lake
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Reserve Account	Postage Jun 9, 2016	11.28
Landfill		Department Total = 536.25
Storm Water Administration		
Accela, Inc #774375	May IVR Payments	5.75
Accela, Inc #774375	May Web Payments	139.75
Iowa City/County Mgmt Assoc	Capstone Peer to Peer Consulting Project FY2017	7,000.00
JNB Acquisition Corporation	Copier Maintenance Agreement	17.10
Qualified Presort Service, LLC	Final Bills	4.89
Qualified Presort Service, LLC	Past Due Notices	66.30
Qualified Presort Service, LLC	ACH Statements	91.18
Storm Lake Times The	Publication	8.60
Storm Water Administration		Department Total = 7,333.57
Storm Water Collection		
Bolton & Menk, Inc	Construction Services through 6/6/2016	4,658.50
Storm Lake Ace Hardware Inc	Crack Stop	12.99
Storm Water Collection		Department Total = 4,671.49
Insurance		
Auxiant - Claims Account	6/13/2016 Claims	39,697.49
Auxiant - Claims Account	6/6/2016 Claims	8,470.42
Auxiant - Flex Account	6/1/2016 Flex Claims	381.31
Auxiant - Flex Account	6/8/2016 Flex Claims	230.87
Insurance		Department Total = 48,780.09
UNAVAILABLE		
Johnson Kelly	May 2016 Punches & Discounts	185.90
Johnson Kelly	May 2016 Healthy Eating Challenge Supplies	660.00
Salus LLC	Memberships	180.00
Salus LLC	Memberships	200.00
UNAVAILABLE		Department Total = 1,225.90
Vehicle Maintenance		
Arnold Motor Supply, LLP	Starter Core Return	-5.00
Arnold Motor Supply, LLP	Fuse & Breakers	42.90
Arnold Motor Supply, LLP	Breakers	25.74
Arnold Motor Supply, LLP	Brake Hose	21.15
Arnold Motor Supply, LLP	Batteries	267.78
Arnold Motor Supply, LLP	Battery Core Returned	-231.00
Arnold Motor Supply, LLP	Filters & Dye	58.78
Arnold Motor Supply, LLP	Sanding & Polishing Cloth	55.84
Arnold Motor Supply, LLP	Drill Bit	3.99
Arnold Motor Supply, LLP	Supplies	21.98
Arnold Motor Supply, LLP	Supplies	68.16
Arnold Motor Supply, LLP	Prestone Yellow	525.26
Arnold Motor Supply, LLP	Impact Adapter & Sockets	21.82
Arnold Motor Supply, LLP	Strap Clamps	41.84
Arnold Motor Supply, LLP	Starter	198.30

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Arnold Motor Supply, LLP	Break Clean Solvent	74.16
Reinert Michael P	Alluminum Angle	25.00
Storm Lake Hydraulics Co Inc	Cap & Supplies	53.04

Vehicle Maintenance	Department Total =	1,269.74
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Technology		
Rebnord Technologies Inc	2 Factor Auth	375.00
Rebnord Technologies Inc	My AntiSpam	75.00
Rebnord Technologies Inc	IT Service Agreement	3,250.00
Rebnord Technologies Inc	IT Service Agreement- WQ Computers	150.00
Rebnord Technologies Inc	IT Service Agreement- WQ Network	200.00
Vast Broadband	Internet Service June 2016	894.95

Technology	Department Total =	4,944.95
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Grand Total =	364,303.31
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King's Pointe Resort
Disbursements 6/1/2016 to 6/14/2016

Vendor Name	Description	Amount
Ace Hardware	supplies	121.41
ACCO (2)	services	4,220.46
Ace Hardware	supplies	88.85
Ameripride Services (2)	supplies	646.68
Ameri-Tech Industrial Inc	services	228.22
Arnold Motor Supply (2)	supplies	206.84
Bomgaars Supply Inc	supplies	559.98
Booking.com	services	274.50
Buena Vista Stationary	supplies	216.94
Capital Sanitary Supply Co.	supplies	932.32
City of Storm Lake	utilities	2,521.09
Citadel Communications CO-KCAU	advertising	1,450.00
Color-ize (2)	supplies	117.30
Commlog	services	50.82
Copper Cottages	services	205.00
Crescent Electric	supplies	915.60
Daniels Filter Service	services	502.86
Dippin' Dots Inc	supplies	1,123.20
Ecolab Center- Chicago	services	258.63
Ed M Feld Equipment Co, Inc	supplies	3,441.64
Expedia Inc	services	476.55
Ferguson Enterprises Inc	supplies	319.56
First National Bank- Omaha CC (2)	payment	2,361.16
Garbage Hauling Service	services	520.68
Graphic Edge Inc	uniforms	413.77
Hawkeye Electric	services	312.16
Hy-Vee Food Store (3)	food	1,019.04
Kineth Hotel Corporation (4)	payroll, work comp	105,910.42
The Lifeguard Store Inc	supplies	2,961.75
Media USA Advertising Inc	advertising	700.00
Pepsi-Cola Bottling Co. (2)	beverages	1,871.65
Rent-All Inc	services	325.50
Revinant Inc	services	15.00
Roto-Rooter- Sioux City	services	225.50
Sceptre Hospitality Resources	supplies	1,704.84
Shoes for Crews	uniforms	48.86
The Storm Lake Times	publication	321.06
Treasurer - State of Iowa	sales tax	14,600.00
Triton Imaging Systems	services	389.95
United Parcel Service- Carl STM (2)	services	92.21
US Foods	food	17,719.79
Vast Broadband	utilities	2,919.01
Stephanie Wandrey	reimbursement	349.50
Western Iowa Tourism Region	services	130.00
Al's Liquor	beverages	618.44
Doll Distributing	beverages	576.75
Employees	reimbursement	200.00
Glazer's Distributors- Sioux City	supplies	37.20
Guest Refunds/Advanced Depsoit	refunds	3,500.00
Johnson Brothers/Iowa Wine & Bev	beverages	524.22
King's Pointe Resort	services	500.00

Misc POA Disbursements	services	500.00
ProElect	services	45.00
Steve's Window Service	services	214.00
Storm Lake Chamber & Area	services	3,173.18

Total	183,679.09
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**Sunrise Pointe Golf Course
Disbursements 6/1/2016 to 6/14/2016**

Julius Cleaners	services	4.80
Kinseth Hotel Corporation (3)	payroll, management fee	5,522.98
Orkin Pest Control	services	69.75
Pepsi-Cola Bottling	supplies	265.15
Speed's Automotive Supply	supplies	15,000.00
Vast Braodband	utilities	123.56
Al's Liquor	beverages	135.26
Doll Distributing	beverages	220.50
Guest Refunds/Advanced Deposit (3)	refunds	600.00
Johnson Brothers/Iowa Wine & Bev	beverages	122.30

Totals	22,064.30
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Total	389,000.56
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**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
JUNE 6, 2016 5:00 P.M.**

Present: Council Members Dan Anderson, Bruce Carlson, Bruce Engelmann, Mike Prosch and Tyson Rice. Absent: Mayor Jon Kruse. Staff present: City Manager Jim Patrick, Asst. City Manager Keri Navratil, City Attorney Phil Havens, Public Safety Director Mark Prosser, Fire Chief Mike Jones, Building Official Scott Olesen, Public Works Director Jason Etnyre, Interim Water Plant Superintendent Mike Davis, Wastewater Superintendent Ron Jacobsen, and Sue Vossberg City Clerk.

Mayor Pro-Tem Porsch called the meeting to order at 5:00pm.

Hear the Public – Cindy Cone, Larry Godbersen, Kim Johnson, and Eric Lowe were present to ask about the status of the Mayor’s Committee on Trails, Trees, and Parks. Cindy Cone also inquired about the condo site and if it is being marketed and she also had a concern about why the restrooms at AWAYSIS Park lighthouse were not open.

Consent Agenda – Moved by Council Member Anderson to approve checks #52373 through #52524, minutes from the May 16, 2016 council meeting, liquor license renewals for Walgreens, Pizza Hut, and LaJuanita, 5-day liquor license for the Buddhist Temple located at 6018 Rothmoor Road effective June 30th, and a noise variance for Central Bank on Saturday, August 6, 2016 between the hours of 8:30pm and 10:00pm in Sunset Park.

Consent agenda also included requests from Sugar Bowl Gift Shop for an outdoor retail promotion “Grillin and Chillin” scheduled for Thursday, June 16th through Saturday, June 18th. Requests include outdoor grilling on the sidewalk, free sampling of grilled foods, product display, placement of tables & chairs, and noise variance between the hours of 8:00am until 8:00pm.

Consent agenda also included the following cigarette permits: Al’s Liquors, Casey’s Store #3030, Casey’s Store #2497, Dollar Store, Dyno’s, Fareway, Hy-Vee, Midtown Liquor, Murphy USA, Sichan Food Market, Walgreens, and Wal-Mart.

Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

FY 2016 Budget Amendment – Mayor Pro-Tem Porsch opened the public hearing on the FY 2016 Budget Amendment stating that this was the time and place for any comments. Hearing no comments Mayor Pro-Tem Porsch then closed the public hearing.

Moved by Council Member Engelmann to adopt Resolution No. 135-R-2015-2016 amending the current budget for the fiscal year ending June 30, 2016. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

RESOLUTION NO. 135-R-2015-2016

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2016

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

Section 1. Following notice published May 20, 2016 and the public hearing held, June 6, 2016 the current budget is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,808,600	0	3,808,600
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,808,600	0	3,808,600
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	736,388	3,383	739,771
Other City Taxes	6	1,511,756	512,830	2,024,586
Licenses & Permits	7	564,500	-46,109	518,391
Use of Money and Property	8	157,743	1,764	159,507
Intergovernmental	9	4,875,351	1,412,352	6,287,703
Charges for Services	10	12,513,192	-168,104	12,345,088
Special Assessments	11	0	0	0
Miscellaneous	12	2,108,312	-380,552	1,727,760
Other Financing Sources	13	3,766,147	-336,795	3,429,352
Transfers In	14	7,075,241	0	7,075,241
Total Revenues and Other Sources	15	37,117,230	998,769	38,115,999
Expenditures & Other Financing Uses				
Public Safety	16	2,832,965	8,370	2,841,335
Public Works	17	1,399,225	0	1,399,225
Health and Social Services	18	9,500	0	9,500
Culture and Recreation	19	1,651,852	40,742	1,692,594
Community and Economic Development	20	956,643	0	956,643
General Government	21	440,617	34,927	475,544
Debt Service	22	2,006,051	1,430,000	3,436,051
Capital Projects	23	4,780,000	276,710	5,056,710
Total Government Activities Expenditures	24	14,076,853	1,790,749	15,867,602
Business Type / Enterprises	25	15,318,869	355,990	15,674,859
Total Gov Activities & Business Expenditures	26	29,395,722	2,146,739	31,542,461
Transfers Out	27	7,075,241	0	7,075,241
Total Expenditures/Transfers Out	28	36,470,963	2,146,739	38,617,702
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	646,267	-1,147,970	-501,703

Beginning Fund Balance July 1	30	5,735,530	0	5,735,530
Ending Fund Balance June 30	31	6,381,797	-1,147,970	5,233,827

Section 2. Whereas, there is a need to transfer resources between funds to provide for capital projects, debt service, and fund future reserves according to the certified budget for fiscal year 2015-2016 as follows:

- (1) General Fund Operations
From Emergency Levy Fund to General Fund \$78,028.38
- (2) Police & Fire Pension
From Special Levy Fund to Police/Fire Pension Fund \$290,056.49
- (3) Economic Development
From Water Fund to General Fund \$10,000
- (4) Economic Development
From Sewer Fund to General Fund \$10,000
- (5) Economic Development - SLADC
From Water Fund to General Fund \$5,000
- (6) Economic Development - SLADC
From Sewer Fund to General Fund \$5,000
- (7) Economic Development – Iowa Lakes Corridor
From Water Fund to General Fund \$2,500
- (8) Economic Development – Iowa Lakes Corridor
From Sewer Fund to General Fund \$2,500
- (9) Fire Truck Debt Payment- Township Share
From General Fund to Debt Service Fund \$17,932
- (10) Golf Course Operations
From General Fund to Golf Course \$107,199.37
- (11) City Hall Improvement Set Aside
From General Fund to Capital Project Fund \$60,000
- (12) E 10th Street Project
From Franchise Fee Fund to Capital Project Fund \$75,000
- (13) Close Howard Road Project

	From Franchise Fee Fund to Capital Project Fund	\$185,240.29
(14)	N. Lake Culvert Project From Franchise Fee Fund to Capital Project Fund	\$145,000
(15)	Cottage Reserve From Cottage Fund to Cottage Reserve Fund	\$26,334.54
(16)	E 10 th Street Project From Road Use Tax Fund to Capital Project Fund	\$50,000
(17)	Bargloff Bond Payment From Road Use Tax Fund to Debt Reserve Fund	\$49,790
(18)	Highway 7 3-Lane Conversion From Road Use Tax Fund to Debt Reserve Fund	\$150,000
(19)	AWAYSIS Bond Payment- \$5.4M Bond From Local Option Sales Tax Fund to Debt Sinking Fund	\$22,336.50
(20)	Paying Agent Fee- \$5.4M Bond From Local Option Sales Tax Fund to Hotel Debt Reserve	\$250
(21)	Hotel Capital From Local Option Sales Tax Fund to Hotel Capital Fund	\$60,000
(22)	E 10 th Street Project From Local Option Sales Tax Fund to Capital Project Fund	\$190,900
(23)	King's Pointe Debt Retirement From Local Option Sales Tax Fund to Hotel Bond Reserve	\$400,000
(24)	AWAYSIS Bond Payment- \$2.94M Bond From Hotel/Motel Fund to Debt Reserve Fund	\$7,881
(25)	AWAYSIS Bond Payment- \$5.6M Bond From Hotel/Motel Fund to Debt Reserve Fund	\$4,253
(26)	Paying Agent Fee From Hotel/Motel Fund to Debt Reserve Fund	\$250
(27)	Early Debt Retirement From Hotel/Motel Fund to Debt Reserve Fund	\$29,269

(28)	AWAYSIS Bond Payment- \$5.6M Bond From TIF Fund to Debt Reserve Fund	\$3,180
(29)	Paying Agent Fee- \$5.6M Bond From TIF Fund to Debt Reserve Fund	\$250
(30)	AWAYSIS Bond Payment- \$2.94M Bond From TIF Fund to Debt Reserve Fund	\$2,160.50
(31)	Paying Agent Fee- \$2.94M Bond From TIF Fund to Debt Reserve Fund	\$250
(32)	McKenna Water Revenue Bond Payment From TIF Fund to Water Debt Reserve Fund	\$5,934
(33)	Paying Agent- McKenna Water Revenue Bond Payment From TIF Fund to Water Debt Reserve Fund	\$250
(34)	McKenna Sewer Revenue Bond From TIF Fund to Water Debt Reserve Fund	\$4,685
(35)	Paying Agent- McKenna Sewer Revenue Bond From TIF Fund to Water Debt Reserve Fund	\$250
(36)	Bargloff Bond Payment From TIF Fund to Water Debt Reserve Fund	\$8,291
(37)	Law Enforcement Fund From Seizure Fund to Law Enforcement Fund	\$1,000
(38)	Waterpark GO Bond From Waterpark Debt Reserve to Waterpark Sinking Fund	\$218,084
(39)	Paying Agent Fee From Waterpark Debt Reserve to Debt Reserve Fund	\$250
(40)	AWAYSIS Bond Payment- \$2.5M Bond From Hotel/Motel Debt Reserve to Debt Sinking Fund	\$164,561
(41)	Paying Agent Fee- \$2.5M Bond From Hotel/Motel Debt Reserve to Debt Sinking Fund	\$250

(42)	AWAYSIS Bond Payment- \$5.6M Bond From TIF Debt Reserve to Debt Sinking Fund	\$138,080
(43)	Paying Agent Fee- \$5.6M Bond From TIF Debt Reserve to Debt Sinking Fund	\$250
(44)	AWAYSIS Bond Payment- \$2.94M Bond From TIF Debt Reserve to Debt Sinking Fund	\$15,526.50
(45)	Paying Agent Fee- \$2.94M Bond From TIF Debt Reserve to Debt Sinking Fund	\$250
(46)	Hotel Revenue Bond Payment- \$6.0M Bond From Hotel Debt Reserve to Debt Sinking Fund	\$340,678.13
(47)	Bargloff Bond Payment From TIF Reserve Fund to Debt Sinking Fund	\$8,291
(48)	Traffic Sign Replacement From Local Option Sales Tax to Capital Projects Fund	\$18,627
(49)	Water SRF Bond Payments From Water Fund to Water Sinking Fund	\$38,712
(50)	Well Services From Water Fund to Water Capital Fund	\$85,000
(51)	Water Depreciation From Water Fund to Water Depreciation Fund	\$75,0000
(52)	Generator Setup From Water Fund to Water Capital Fund	\$100,000
(53)	Sewer SRF Bond Payments From Sewer Fund to Sewer Sinking Fund	\$3,773.50
(54)	Sewer FEMA Bond Set Aside From Sewer Fund to Sewer Sinking Fund	\$33,365
(55)	FEMA Project From Sewer Capital Fund to FEMA Project Fund	\$269,000
(56)	Storm Water SRF Bond Payments	

	From Storm Water Fund to Storm Water Sinking Fund	\$4,155
(57)	North Central Storm Water Project- \$574,000 Bond From Storm Water Fund to Storm Water Capital Project Fund	\$28.70
(58)	North Central Storm Water Project- \$750,000 Bond From Storm Water Fund to Storm Water Capital Project Fund	\$2,342.84
(59)	North Central Storm Water Project- \$1.5M Bond From Storm Water Fund to Storm Water Capital Project Fund	\$15,140.20
(60)	Expansion Blvd Storm Water- \$1.755M Bond From Storm Water Fund to Storm Water Capital Project Fund	\$12,328.92

NOW THEREFORE be it resolved by the City Council of the City of Storm Lake, Iowa, to approve the above said budget amendment for the 2015-2016 Fiscal Year.

PASSED AND APPROVED this 6th day of June, 2016.

Mike Porsch, Mayor Pro Tem

ATTEST:

Sue Vossberg, City Clerk

Star Spangled Spectacular – Moved by Council Member Rice to adopt Resolution No. 136-R-2015-2016 authorizing the requests for the 2016 Star Spangled Spectacular Event. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

RESOLUTION NO. 136-R-2015-2016

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE TO
AUTHORIZE THE FOLLOWING FOR THE 4TH OF JULY STAR SPANGLED
SPECTACULAR

1. The use of Chautauqua Park and Sunset Park, including shelter house, for all day on July 3, 2016 and all day on July 4, 2016.
2. Closing the following streets on July 3, 2016
From 6 a.m. until post fireworks
Chautauqua Park Drive from Hudson extension west to Lakeshore Dr. and Hudson Extension

Closing the following streets on July 4, 2016.

From 6:00 a.m. until Post-Parade

4th and Grand; Hudson and Lakeshore;

Superior and Lakeshore; Hudson and 1st Street; Chautauqua Park Drive E. and Hudson Extension at Lakeshore Dr.

Peterson & Grand; College and 3rd;

All alleys within the event perimeter

From 6:00 a.m. until 5:00 p.m.

College and Lakeshore;

Otsego and Lakeshore; Ontario and Lakeshore;

Geneseo and Lakeshore; Geneseo and 2nd;

Michigan @ W. 1st St (for east-west traffic);

W 1st @ Lake Ave. (west side of intersection);

Lake Avenue and 1st St. (south side of intersection);

Lake Avenue and Lakeshore; Irving and Lakeshore;

Cayuga and Lakeshore; Seneca and Lakeshore;

Oneida and Lakeshore; Hudson St. Extension @ Lakeshore (west side of intersection);

Chautauqua Park Drive @ Hudson extension (west side);

Chautauqua Park Drive @ Lakeshore (west side); All alleys within the event perimeter

3. Permission to shoot fireworks from the Chautauqua Park Jetty on July 3, 2016 at 10:00pm with a rain date of July 4, 2016.
4. Noise Variance for Sunset Park and Chautauqua Park on July 3rd and July 4th from 7:00 a.m. to 12:00 a.m.
5. Appropriate traffic assistance for the July 3, 2016 Classic Car Cruise with route approved by the police department.
6. Permits for the Ride/Run at 7:30 a.m., July 4, 2016 on a route approved by the Police Department and Parade at 10:30am, July 4, 2016.
7. Permission to construct a temporary second stage in front of the Band Shell in Sunset Park for July 3rd and 4th for entertainment needs.
8. Permission for inflatables to be used within the event venues
9. Permission for food, arts and craft sales in the parks.
10. Permission for BMX bike ramps within the event venue for demonstration.
11. Appropriate support from the Street Department, Parks Department, and Public Safety Department.

PASSED AND ADOPTED this 6th day of June 2016.

Mike Porsch, Mayor Pro-Tem

ATTEST:

Sue Vossberg, City Clerk

N. Seneca Street ROW – Moved by Council Member Rice to waive the 2nd reading of Ordinance No. 04-O-2015-2016 providing for the vacation of the North Seneca Street right-of-way north of its intersection with East 13th Street and East of, and adjacent to, Fitzpatrick Brother's Addition. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Moved by Council Member Engelmann to pass on 3rd reading Ordinance No. 04-O-2015-2016 providing for the vacation of the North Seneca Street right-of-way north of its intersection with East 13th Street and East of, and adjacent to, Fitzpatrick Brother's Addition. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

ORDINANCE NO. 04-O-2015-2016

AN ORDINANCE PROVIDING FOR THE VACATION OF A SEGMENT OF THE NORTH SENECA STREET RIGHT-OF-WAY NORTH OF ITS INTERSECTION WITH EAST 13TH STREET AND EAST OF, AND ADJACENT TO, FITZPATRICK BROTHER'S ADDITION TO STORM LAKE, BUENA VISTA COUNTY, IOWA

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

Section I. Purpose: The purpose of this Ordinance is to vacate a segment of the North Seneca Street right-of-way north of its intersection with East 13th Street and East of, and adjacent to, Fitzpatrick Brother's Addition to Storm Lake, Iowa, Buena Vista County, Iowa, and thereby relieve the City of Storm Lake of responsibility for the maintenance and supervision of such right-of-way.

Section II. Facts Found: The City Council of the City of Storm Lake, Iowa hereby makes the following findings:

1. A segment of the North Seneca Street right-of-way North of its intersection with East 13th Street and East of, and adjacent to, Fitzpatrick Brother's Addition to Storm Lake, Iowa, Buena Vista County, Iowa, legally described as follows:

A part of the North Seneca Street right-of-way as relocated and dedicated on the final platting of the re-plat of Lots Four and Seven of Geisinger's Commercial 2nd Addition to the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Southeast (SE) corner of Lot One (1), Block One (1) of Fitzpatrick Brothers Addition to the City of Storm Lake; thence North 89°46'17" East, along the eastern extension of the South line of said Lot One (1), 60.00 Feet to the East line of North Seneca Street; thence North 00°19'00" East, along said East line, 115.00 Feet; thence South 89°46'17" West, 60.00 Feet to the West line

of North Seneca Street; thence South 00°19'00" West, along said West line, 115.00 Feet to the Point of Beginning.

Tract contains 0.16 acres.

(together sometimes referred to below as the "North Seneca Street Segment") is not needed for use of the public as a street, because it essentially only serves as a private drive for the residents of apartments situated on property to the west of such segment and the City intends to convey the segment, once vacated, to the owner of such apartments who will maintain the segment for the apartment residents. Therefore, maintenance thereof at public expense is no longer justified.

2. The vacation of such segment will not deny owners of property abutting on the North Seneca Street Segment reasonable access to their property because the City intends to convey ownership to the owner of the only property served by such segment.

3. Notice of the intended vacation including the date on which the Council would first consider the vacating ordinance was published in the Storm Lake Times on May 4, 2016, which date was not less than four (4) nor more than twenty (20) days from May 16, 2016, the date of the first hearing on the proposed vacation. Notice of such hearing was also given on May 4, 2016, by certified mail to the persons and entities specified in Iowa Code Section 306.12.

Section III. Vacation: The North Seneca Street Segment, legally described as:

A part of the North Seneca Street right-of-way as relocated and dedicated on the final platting of the re-plat of Lots Four and Seven of Geisinger's Commercial 2nd Addition to the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Southeast (SE) corner of Lot One (1), Block One (1) of Fitzpatrick Brothers Addition to the City of Storm Lake; thence North 89°46'17" East, along the eastern extension of the South line of said Lot One (1), 60.00 Feet to the East line of North Seneca Street; thence North 00°19'00" East, along said East line, 115.00 Feet; thence South 89°46'17" West, 60.00 Feet to the West line of North Seneca Street; thence South 00°19'00" West, along said West line, 115.00 Feet to the Point of Beginning.

Tract contains 0.16 acres.

is hereby declared vacated.

Section IV. Repealer: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section V. Severability Clause: If any section, provision, or part of this Ordinance shall be judged 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 VI. When Effective: This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 6th day of June, 2016.

Mike Porsch, Mayor Pro-Tem

ATTEST:

Sue Vossberg, City Clerk

Moved by Council Member Rice to adopt Resolution No. 137-R-2015-2016 ordering vacation of a segment of the North Seneca Street right-of-way north of its intersection with East 13th Street and east of, and adjacent to Fitzpatrick Brother's Addition. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

RESOLUTION NO. 137-R-2015-2016

RESOLUTION ORDERING VACATION OF A SEGMENT OF THE NORTH SENECA STREET RIGHT-OF-WAY NORTH OF ITS INTERSECTION WITH EAST 13TH STREET AND EAST OF, AND ADJACENT TO, FITZPATRICK BROTHER'S ADDITION TO STORM LAKE, BUENA VISTA COUNTY, IOWA

WHEREAS, following notice given as set forth in Iowa Code Section 306.12, on May 4, 2016, the City Council of the City of Storm Lake, Iowa, pursuant to Iowa Code Section 306.11, held a public hearing (the "Hearing") May 16, 2016 on the proposed permanent closing and vacation of a segment of the North Seneca Street right-of-way North of its intersection with East 13th Street and East of, and adjacent to, Fitzpatrick Brother's Addition to Storm Lake, Iowa (site of The Reserves apartments), which segment is legally described as follows:

A part of the North Seneca Street right-of-way as relocated and dedicated on the final platting of the re-plat of Lots Four and Seven of Geisinger's Commercial 2nd Addition to the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Southeast (SE) corner of Lot One (1), Block One (1) of Fitzpatrick Brothers Addition to the City of Storm Lake; thence North 89°46'17" East, along the eastern extension of the South line of said Lot One (1), 60.00 Feet

to the East line of North Seneca Street; thence North 00°19'00" East, along said East line, 115.00 Feet; thence South 89°46'17" West, 60.00 Feet to the West line of North Seneca Street; thence South 00°19'00" West, along said West line, 115.00 Feet to the Point of Beginning.

Tract contains 0.16 acres.

(referred to below as the "North Seneca Street Segment.")

WHEREAS, members of the public were given the opportunity at the Hearing to comment on the proposed closing and vacation of the North Seneca Street Segment;

WHEREAS, the City Council finds as follows:

- a. The North Seneca Street Segment is not needed for use of the public, and therefore, its maintenance at public expense is not justified.
- b. The vacation will not deny owners of property abutting on the North Seneca Street Segment reasonable access to their property.
- c. Notice of the intended vacation, including the date on which the Council would first consider the vacating ordinance, was published in the Storm Lake Times on May 4, 2016, which date was not less than four (4) nor more than twenty (20) days from May 16, 2016, the date of the first hearing on the proposed vacation. Notice of such hearing was also given on May 4, 2016, by certified mail to the persons and entities specified in Iowa Code Section 306.12.

WHEREAS, Iowa Code Section 306.16 requires the City Council to enter an order either a) dismissing the vacation proceedings, or b) vacating and closing the North Seneca Street Segment and stating the amount of damages, if any, allowed to each claimant of damages, if any;

NOW, THEREFORE, be it resolved by the City Council of the City of Storm Lake, Iowa as follows:

1. The North Seneca Street Segment is hereby ordered vacated and closed effective upon the effective date of Ordinance No. 04-O-2015-2016 of the City of Storm Lake, Iowa that will vacate and close the North Seneca Street Segment.
2. No claim for damages was filed at or before the Hearing and no person is entitled to damages from the closing and vacation of the Unimproved North Seneca Street Segment.
3. This Resolution shall be considered the Order required by Iowa Code Section 306.16.

Passed and approved this 6th day of June, 2016.

Mike Porsch, Mayor Pro-Tem

ATTEST:

Sue Vossberg, City Clerk

Mayor Pro-Tem Porsch opened the public hearing on the disposal of interest in real property to Storm Lake Affordable Partners, LLC stating that this was the time and place for any comments. Hearing no comments Mayor Pro-Tem Porsch closed the public hearing.

Moved by Council Member Carlson to adopt Resolution No. 138-R-2015-2016 making final determination on disposal of interest in real property to Storm Lake Affordable Partners, LLC. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

RESOLUTION NO. 138-R-2015-2016

**RESOLUTION MAKING FINAL DETERMINATION ON
DISPOSAL OF INTEREST IN REAL PROPERTY TO STORM
LAKE AFFORDABLE PARTNERS, LLC**

WHEREAS, by Resolution No. 01-R-2013-2014, adopted July 1, 2013, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake #3 LMI Housing Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Storm Lake #3 LMI Housing Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

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

WHEREAS, such Plan provides for, among other things, the disposition of property for private development as a proposed renewal action; and

WHEREAS, the Development Property is legally described as follows:

A part of the North Seneca Street right-of-way as relocated and dedicated on the final platting of the re-plat of Lots Four and Seven of Geisinger's Commercial 2nd Addition to the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Southeast (SE) corner of Lot One (1), Block One (1) of Fitzpatrick Brothers Addition to the City of Storm Lake; thence North 89°46'17" East, along the eastern extension of the South line of said Lot One (1), 60.00 Feet to the East line of North Seneca Street; thence North 00°19'00" East, along said East line, 115.00 Feet; thence South 89°46'17" West, 60.00 Feet to the West line

of North Seneca Street; thence South 00°19'00" West, along said West line, 115.00 Feet to the Point of Beginning.

WHEREAS, the Plan provides for, among other things, the disposition of properties acquired for development or redevelopment as a proposed renewal action and authorizes the development of the Development Property as described in this Resolution; and

WHEREAS, the City intends to transfer the Development Property to the Developer for: (i) \$0; and (ii) the execution of the certain First Amendment to the Development Agreement by and between the City of Storm Lake and Storm Lake Affordable Partners, LLC dated July 16, 2013, the terms of such proposal being in the form of an Offer to Buy Real Estate and Acceptance (the "Proposal"); and

WHEREAS, the terms of the Proposal satisfy the "fair market value" and "competitive bidding" requirements of Iowa Code Section 403.8; and

WHEREAS, in compliance with Sections 403.8, 364.6, and 364.7 of the Code of Iowa, the Council has set forth its proposal to dispose of interests in the Development Property, by publishing notice of a thirty day competitive bidding period followed by a public hearing on the Proposal and has held said hearing.

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

The Council finds that disposal of interests in the Development Property to Developer as set forth in the Proposal will benefit the health, safety and welfare of, and is in the best interests of the residents of the City. The Council further finds that transfer of the Development Property will promote economic development in the City and that these benefits, together with the other consideration provided for in the Proposal, constitute fair consideration for the disposal of interests in the Development Property under Section 403.8, Code of Iowa.

The proposal to transfer the Development Property to Developer pursuant to the terms of the Proposal is hereby approved.

The Mayor and City Clerk are hereby authorized and directed to enter into the Purchase Agreement and to take action, as necessary, to carry out the provisions of this Resolution, including execution of all conveyance documents.

PASSED AND APPROVED this 6th day of June, 2016.

Mike Porsch, Mayor Pro-Tem

ATTEST:

Sue Vossberg, City Clerk

Moved by Council Member Engelmann to adopt Resolution No. 139-R-2015-2016 approving the disposition and conveyance of segment of North Seneca Street to Storm Lake Affordable Partners, LLC and authorizing mayor and clerk to execute contracts, deeds, and documents for such disposition and conveyance. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

RESOLUTION NO. 139-R-2015-2016

RESOLUTION APPROVING DISPOSITION AND CONVEYANCE OF SEGMENT OF NORTH SENECA STREET TO STORM LAKE AFFORDABLE PARTNERS, LLC AND AUTHORIZING MAYOR AND CLERK TO EXECUTE CONTRACTS, DEEDS, AND DOCUMENTS FOR SUCH DISPOSITION AND CONVEYANCE

WHEREAS, on June 6, 2016, following notice to the public and hearing as prescribed by law, the City Council of the City of Storm Lake, Iowa passed on final reading an ordinance and resolution that vacated and ordered closed a segment of the North Seneca Street right-of-way North of its intersection with East 13th Street and East of, and adjacent to, Fitzpatrick Brother's Addition to Storm Lake, Iowa (site of The Reserves apartments), which segment is legally described as follows:

A part of the North Seneca Street right-of-way as relocated and dedicated on the final platting of the re-plat of Lots Four and Seven of Geisinger's Commercial 2nd Addition to the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Southeast (SE) corner of Lot One (1), Block One (1) of Fitzpatrick Brothers Addition to the City of Storm Lake; thence North 89°46'17" East, along the eastern extension of the South line of said Lot One (1), 60.00 Feet to the East line of North Seneca Street; thence North 00°19'00" East, along said East line, 115.00 Feet; thence South 89°46'17" West, 60.00 Feet to the West line of North Seneca Street; thence South 00°19'00" West, along said West line, 115.00 Feet to the Point of Beginning.

Tract contains 0.16 acres.

(the "Real Estate" below).

WHEREAS, the City Council, by Resolution adopted May 16, 2016, proposed to dispose of the Real Estate by conveyance to Storm Lake Affordable Partners, LLC (the "Developer") in exchange for the execution of an amendment to a Development Agreement between the City and

the Developer that will effectively relieve the City of the cost and responsibility for the maintenance of improvements on the Real Estate, saving the City an estimated \$19,870.00 over thirty years.

WHEREAS, the City believes that an amendment to the Development Agreement resulting in such cost savings is adequate consideration for the conveyance of the Real Estate to the Developer, and the Real Estate is not otherwise needed by the City;

WHEREAS, notice of the June 6, 2016 hearing on said proposed disposition and conveyance has been made to the public by publication in the Storm Lake Times on May 20, 2016, pursuant to a directive to the Clerk contained in the May 16, 2016 Resolution, and such hearing has now been held; and

WHEREAS, no objections to the proposed disposition and conveyance have been made.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does hereby agree to dispose of the Real Estate by conveyance to the Developer by special warranty deed in exchange for the consideration set forth above.

IT IS FURTHER RESOLVED AND DIRECTED that the Mayor and City Clerk are authorized to sign and otherwise execute all necessary contracts, deeds, and documents associated with the disposition on behalf of the City for the purpose of conveying the Real Estate to the Developer for the consideration aforesaid.

Passed and approved this 6th day of June, 2016.

Mike Porsch, Mayor Pro-Tem

Attest:

Sue Vossberg, City Clerk

1st Amendment to Development Agreement - Storm Lake Affordable Partners – Mayor Pro-Tem Porsch opened the public hearing on the proposal to enter into a First Amendment to the agreement for private development with Storm Lake Affordable Partners, LLC stating that this was the time and place for any comments. Hearing no comments Mayor Pro-Tem Porsch then closed the public hearing.

Moved by Council Member Anderson to adopt Resolution No. 140-R-2015-2016 approving and authorizing execution of a First Amendment to the agreement for private development with Storm Lake Affordable Partners, LLC. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 140-R-2015-2016

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF STORM LAKE AND STORM LAKE AFFORDABLE PARTNERS, LLC

WHEREAS, by Resolution No. 01-R-2013-2014 adopted July 1, 2013, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake #3 LMI Housing Urban Renewal Plan (the "Plan") for the Storm Lake #3 LMI Housing Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Buena Vista County; and

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

WHEREAS, Storm Lake Affordable Partners, LLC (the "Developer") has proposed a First Amendment to the Development Agreement ("Agreement") between Developer and the City which would provide that the Developer Infrastructure Improvements will not be dedicated to the City, and the City is declining to accept the Development Property; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Amendment is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Amendment and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.

- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Amendment and has considered the extent of objections received from residents or property owners as to said proposed Amendment; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Amendment, including but not limited to making of loans and grants to the Developer in connection with the development of the Development Property under the terms set forth in the Amendment, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Amendment and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Amendment for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Amendment, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amendment as executed.

PASSED AND APPROVED this 6th day of June, 2016.

Mike Porsch, Mayor Pro-Tem

ATTEST:

Sue Vossberg, City Clerk

Amendment #2 – Bargloff Urban Renewal Area Plan – Moved by Council Member Engelmann to pass on 2nd reading Ordinance No. 05-O-2015-2016 adopting amendment #2 to the North #1-Bargloff Urban Renewal Plan. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

13th Street Paving Project – Moved by Council Member Rice to set June 20, 2016 for a public hearing on the plans, specifications, form of contract, and estimated cost for the 13th Street Paving Improvement Project. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

2016 Water Main Improvements – Moved by Council Member Engelmann to table the professional services agreement with Bolton & Menk for the 2016 Water Main Improvements Project in order to receive further information on their fees. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Schumann Development Agreement – Moved by Council Member Engelmann to set June 20, 2016 for a public hearing on the proposal to enter into a Development Agreement with Dale Schumann. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

Lime Lagoons – Moved by Council Member Anderson to set June 20, 2016 the date for a public hearing on the plans, specifications, form of contract for the Lime Lagoon Water Quality Initiative Restoration Project. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Housing Needs Analysis – Moved by Council Member Rice to table approving a Comprehensive Housing Needs Analysis to receive further information. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

Adjourn – Moved by Council Member Engelmann to adjourn the meeting at 6:12pm. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

Mike Porsch, Mayor Pro-Tem

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

6/20/2016
Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, City Clerk

SUBJECT: Buy Local Information

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

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

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

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

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$364,303.31	\$202,569.15	\$37,857.14	18.69	\$3,359.51	1.66	\$161,352.50	79.65
King's Pointe	\$183,679.09	\$58,619.17	\$14,723.48	25			\$43,895.69	75
Sunrise Poine	\$22,064.30	\$15,941.32	\$263.62	1.65			\$15,677.70	98.35

RECOMMENDATION: Review Buy Local Information

Staff Summary

6/20/2016

Agenda Item # C.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: Motion Authorizing a Noise Variance for the Buddhist Temple

BACKGROUND: Attached is a request from the Buddhist Temple (6010 Rothmoor Road) requesting a Noise Variance be issued for outdoor, amplified entertainment, at the temple for one of their annual ceremonial celebrations.

The Variance is requested for Saturday, July 2, 2016 between the hours of 1:00pm and 12:00am and on Sunday, July 3, 2016 between the hours of 1:00pm and 1:00am.

The request is consistent with previous years and I will issue the Variance upon receipt of a consensus by the city council in the affirmative.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
LETTER AND PERMIT	Permit

noise ordinance

July 6, 2016

Storm Lake City Council
Chief Mark Prosser, Public Safety

On behalf of the Storm Lake Lao
Temple, we are

requesting a noise ordinance on July 2nd from
1pm through 12am

July 3rd. And again on July 3rd from 1pm
through 1am July 4th

for a ceremonial celebration.

If there are any questions please contact:
Meng Lai, China House, 712-299-1068

Sincerely;

A handwritten signature in cursive script, appearing to read "Meng Lai", is written below the word "Sincerely;".



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: Buddhist Temple Ceremonial Celebration

Issued To:

Name: Meng Cam Lai

Organization: Temple Official

Address: 624 West Milwaukee Avenue, Storm Lake, Iowa 50588

Phone: 712-299-1068

Date(s) of Event: July 2 and July 3, 2016

Time(s) of Event: (7/2) 1:00pm - 12:00am / (7/3) 1:00pm - 1:00am

Expiration of Permit: 7-4-2016

Location / Area
of Use:

Buddhist Temple, 6010 Rothmoor Road

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 6-21-2016

Signature:

Please Print

Title: Public Safety Director

Staff Summary

6/20/2016

Agenda Item # D.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: Motion Authorizing Right of Way Closures and Food Serving on Lake Avenue by Central Bank Staff

BACKGROUND: Attached is a written request from Judy Halder, representing Central Bank, making two requests for downtown summer events near Central Bank.

The first request is for the closure of four (4) parking slots in front of Central Bank on Lake Avenue from 11:00am until 1:00pm on Wednesday, August 3, 2016. Also requested for that day and time is permission to handout food and set up some tables and chairs on the sidewalk as part of a customer appreciation event.

The second request is for the closure of two (2) parking slots immediately south of the bank on West 5th Street (100 block) to park a blood mobile for a blood drive on Thursday, August 11, 2016 between the hours of 7:00am and 3:30pm.

Public Safety has reviewed the requests and find no problems with them.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
LETTER	Letter

Mark Prosser

From: Judy Halder <jhalder@centralbankonline.com>
Sent: Thursday, June 9, 2016 10:48 AM
To: Mark Prosser
Subject: Central Bank events

The Bank is wanting to have two events downtown.

1. August 3rd – This is a customer appreciation Bar BQ in front of the Bank.
The event is from approximately 11 AM – 1 PM.
If possible we would want to block off 4 parking stalls in front to barbeque and use the sidewalk for tables.
So I think we looking to block the spots from 10 AM – 2 PM.
2. August 11th - We are sponsoring the Blood Mobile downtown.
We are asking if we could have two parking stalls next to the Bank on 5th blocked off.
They will set up at about 7 AM and close about 3 PM.
So, I would say the times are 7 AM – 3:30 PM.

I'm not sure what all of this involves or if it is even possible.
Any help you can provide me would be appreciated.
Thanks.

Judy Halder
Assistant Cashier | Bookkeeping Manager
Central Bank
600 Lake Avenue
Storm Lake, IA 50588

☎ Phone: 712-732-2190
☎ Fax: 712-732-5049
✉ Email: jhalder@centralbankonline.com
🌐 Website: www.centralbankonline.com



This communication is the property of Central Bank and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. This e-mail and any attachments are intended only for the addressee. If you are not the intended recipient, please notify the sender and delete all copies and attachments.

Staff Summary

6/20/2016

Agenda Item # E.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: Motion Authorizing a Promotion Event for Zone Entertainment

BACKGROUND: The owners of Zone Entertainment located at 700 Lake Avenue have submitted a request related to the grand opening of the new location for the business scheduled for Wednesday, June 29 through Saturday, July 2, 2016. The request is submitted by the owners, Brandon Frank and Jeff Bowles.

The specific requests are as follows:

- * Permission to display / demonstrate grills in front of the store and serve food samples at the same location.
- * Permission to serve lunch to patrons from 11:00am until 5:00pm on July 2, 2016
- * A Noise Variance to be issued for outdoor amplified music between the hours of 11:00am and 8:00pm during the four day event

Public Safety has reviewed the request and see no problems with it.

I will issue the Variance upon receiving a consensus in the affirmative from the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
☐ Noise permit	Permit

Zone Home Entertainment
700 Lake Ave
Storm Lake, IA 50588
(712) 732.4000

June 15, 2016

Storm Lake City Council,

We are excited to host our grand opening for our new store later this month. We would like to host a few activities in our store front that we would like to ask the Council's permission. Please see our requests below.

- **Wednesday, June 29 | 4:00-8:00pm** – We would like to have a couple grills in front of the store for demonstrations and to serve samples in addition to music during this timeframe. Our Storm Lake United Ribbon cutting will be held from 4:00-7:00pm.
- **Thursday, June 30 | 11:00am-8:00pm** – We ask that we could again have a couple grills in front of the store for demonstrations and samples in addition to music.
- **Friday, July 1 | 11:00am-8:00pm** – Again we would like to have a couple grills in front of the store for demonstrations and samples in addition to music.
- **Saturday, July 2 | 11:00am-5:00pm** – We are planning to host lunch for customers in attendance and play music as well.

With the larger retail space, we have started selling Napoleon and Green Mountain Grills. We would appreciate the opportunity to provide demonstrations and samples to our customers to increase sales and promote our product. We have knowledgeable and qualified representatives with each company and on our sales staff to conduct the demonstrations and to maintain safety.

We would also appreciate a noise variance for the times above to create an upbeat retail-friendly environment during our open house.

Lastly, we would like to extend the invitation to our open house to each council member and hope to see you during the event. We will showcase new products, provide tours of the new store, host giveaways, and a portion of the proceeds of every sale made during the grand opening will be donated to Faith, Hope, and Charity. We hope you will join us for this very exciting time for our business.

Please feel free to contact us with any questions. Thank you for your time and consideration.

Thank you,

Brandon Frank, Jeff Bowles, & Staff
Zone Home Entertainment



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: Zone Entertainment Grand Opening Event

Issued To:

Name: Brandon Frank & Jeff Bowles

Organization: Zone Entertainment

Address: 700 Lake Avenue, Storm Lake, IA 50588

Phone: 712-732-4000

Date(s) of Event: June 29 through July 2, 2016

Time(s) of Event: 11:00am until 8:00pm each day

Expiration of Permit: 7-3-2016

Location / Area
of Use:

700 Lake Avenue

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Please Print

Date: 6-21-2016

Signature:

Title: Public Safety Director

Staff Summary

6/20/2016

Agenda Item # 3.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Public Hearing on the Proposal to Enter into a Development Agreement with Dale Schumann

BACKGROUND: Dale Schumann (Developer) purchased a parcel of land in the Storm Lake Industrial Park Urban Renewal Area which will be used as a site for a Champion Seed Distributor. The City is willing to provide financial incentives to encourage and facilitate the construction of the facility and the creation and retention of new jobs.

The Developer shall spend \$85,000 for the cost of the improvements and commit to employ three Full-Time Equivalent Employee Units by June 30, 2021. If the Developer does not satisfy the employment requirements, the Developer shall reimburse the City \$5,000.

FISCAL IMPACT: The City will reimburse the Developer an amount not to exceed \$11,250 for the cost of the labor and materials to connect the water and sewer lines .

RECOMMENDATION: Open Hearing
Hear Comments
Close Hearing

ATTACHMENTS:

	Description
☐	Agreement

Type
Contract

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made on the _____ day of _____, 2016, by and between the City of Storm Lake, Iowa (the “City”) and Dale Schumann (the “Developer”).

Recitals

The Developer is negotiating to purchase Lot One (1), Block One (1), Industrial Park Addition to the City of Storm Lake, Iowa (the “Property”) from Storm Lake United. The Property is located in the Storm Lake Industrial Park Urban Renewal Area.

The Developer intends to use the Property as the site for a Champion Seed Distributor business and construct a new building and office facility on the Property to expand his business and better serve seed customers. The Developer desires to cause improvements to be constructed on the Property in conformance with construction plans submitted to the City. The Developer understands that current and future improvements must conform to the City’s Post-Construction Storm Water Ordinance.

The Developer’s expanded business will require new employees. The Developer is willing to commit that he will have two Full-Time Equivalent Employment Units employed and working at the new building on the Property by June 30, 2018, and three Full-Time Equivalent Employment Units employed and working at the new building on the Property by June 30, 2021.

The City is willing to provide a financial incentive to encourage and facilitate the construction of the facility and the creation and retention of new jobs. The City has determined that a public purpose will reasonably be accomplished by the financial incentive.

Terms of Agreement

Therefore, in consideration of the mutual promises and assurances contained in this Agreement, the City and the Developer agree as follows:

1. Developer shall acquire title to the Property by August 1, 2016. If Developer does not acquire title to the Property by August 1, 2016, this Agreement is void.
2. Developer shall construct on the Property a 40 foot by 80 foot building having outside wall heights of 18 feet. The building shall include space for storage and an office. The building and all improvements constructed on the property as part of this Agreement shall conform to construction plans the Developer has filed with the City’s Building Official. Developer shall spend at least \$85,000.00 for the cost of the building and improvements as shown in the plans presented to the Building Official, excluding any amount that is to be reimbursed by the City to Developer pursuant to this Agreement.

3. Developer shall commence construction of such building within forty-five (45) days from the date of the approved Agreement. Construction of such building shall be completed by October 1, 2016.
4. Developer shall comply with the City's Post-Construction Storm Water Ordinance in making or causing to be made all current and future improvements to the Property.
5. Provided (a) the Developer furnishes the City supporting documentation of the expense for which he seeks reimbursement in the time and in the manner specified in this paragraph 5, (b) all damage to Expansion Boulevard and its right-of-way during the installation of the water service line and sanitary sewer line is repaired to the satisfaction of the City, and (c) the Developer is not in default of the terms of this Agreement, the City shall reimburse to the Developer an amount not to exceed \$11,250.00 for the cost of labor and materials Developer has paid to (1) have a water service line and sanitary sewer service line installed that connect the nearest City water main and sanitary sewer main, as the case may be, already located in the Expansion Boulevard right-of-way, to the Property, and (2) have Expansion Boulevard and its right-of-way repaired to the satisfaction of the City following damage done to Expansion Boulevard and its right-of-way in the course of such installation. Within sixty days of the Developer's payment of such expense, the Developer shall furnish to the City Clerk documentation from the Developer's contractor of such expense, itemizing the materials used and the labor performed, together with proof of the Developer's payment of such expense that is satisfactory to the City Manager. The City shall reimburse the Developer to the extent required by this Paragraph within thirty (30) days of the City's receipt of the documentation and proof required of the Developer by this paragraph.
6. For each twelve-month reporting period ending June 30, 2019, June 30, 2020, and June 30, 2021, Developer shall have a monthly average of two Full-Time Equivalent Employment Units employed and working or based at the Champion Seed Distribution business located on the Property. For each twelve-month reporting period ending June 30, 2022, June 30, 2023, and June 30, 2024, Developer shall have a monthly average of three Full-Time Equivalent Employment Units employed and working or based at the Champion Seed Distribution business located on the Property. Developer shall submit to the City Clerk of the City, on or before July 31 of each calendar year from 2019 through 2024, inclusive, a Developer Annual Certification, in the form shown on Exhibit A, showing the number of Full-Time Equivalent Employment Units employed and working or based at Developer's Champion Seed Distribution business located on the Property as of June 30 of the reporting year and as of the final day of each of the eleven (11) calendar months preceding June 30 of the reporting year. For the purpose of this Paragraph 6, the number of Full-Time Equivalent Employment Units for any calendar month shall be calculated as follows:

Add the total hours of service for which the employer pays wages to employees during the applicable calendar month (but not more than 173.33 hours for any one employee), and divide that sum by 173.33. If the result is not a whole number, round to the next lowest whole number. If the result is less than one, round up to one.

For the purpose of this above calculation, only workers whose earnings were subject to withholding for F.I.C.A. (Social Security and Medicare taxes) by the Developer shall be considered employees. Contract workers shall not be considered employees.

7. In the event the Developer or, if the Property, the business conducted on the Property, or both are assigned or conveyed, the Developer's successors and assigns do not satisfy any of the employment requirements of Paragraph 6 above or the reporting requirements of Paragraph 6 above, the Developer shall reimburse the City \$5,000.00 within thirty days of the mailing of an invoice by the City to Developer for such \$5,000.00 reimbursement amount. The Developer shall not be liable to reimburse the City more than \$5,000.00 under this Paragraph 7 even if Developer fails to satisfy more than one requirement.
8. This Agreement is subject to the approval of the City Council of the City of Storm Lake and shall be void if not so approved.
9. For purposes of billings, invoices, or other written notices or communications required by this Agreement to be sent to a party to this Agreement, the mailing address for the receiving party to be used by the sending party is shown beneath the receiving party's signature to this Agreement. However, either party may change the address to which notices should be sent by sending written notice to the other party of the new address and identifying the new address as the address to be used for purposes of this Agreement.

CITY OF STORM LAKE, IOWA

Dale Schumann, Developer

Address:
102 Lakeshore Drive
Lakeside, IA 50588

By: _____
Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Address for City of Storm Lake, Iowa:

City Clerk
620 Erie Street
City Hall
PO Box 1086
Storm Lake, IA 50588

EXHIBIT A

DEVELOPER ANNUAL CERTIFICATION

STATE OF IOWA

ss.

AFFIDAVIT

County of _____

The undersigned, being first duly sworn on oath, deposes, certifies, and states as follows:

1. During the time period covered by this Certification, the Developer is and was in compliance with numbered paragraph 6 of the Development Agreement between the City of Storm Lake, Iowa and the Developer.
2. The number of Full Time Equivalent Employment Units, calculated in accordance with such Development Agreement, employed and working or based at the Champion Seed Distribution business located on Lot One (1), Block One (1), Industrial Park Addition to the City of Storm Lake, Iowa as of June 30, 20____, and as of the final day of each of the preceding eleven (11) months were as follows:

June 30, 20____: _____	December 31, 20____: _____
May 31, 20____: _____	November 30, 20____: _____
April 30, 20____: _____	October 31, 20____: _____
March 31, 20____: _____	September 30, 20____: _____
February 2__, 20____: _____	August 31, 20____: _____
January 31, 20____: _____	July 31, 20____: _____

Signed this _____ day of _____, 20_____.

Dale Schumann, Developer

Subscribed and sworn to before me by Dale Schumann this _____ day of _____, 20_____.

Notary Public

Staff Summary

6/20/2016

Agenda Item # 4.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Resolution No. 141-R-2015-2016 Approving The Proposal To Enter Into A Development Agreement With Dale Schumann

BACKGROUND: Dale Schumann (Developer) purchased a parcel of land in the Storm Lake Industrial Park Urban Renewal Area which will be used as a site for a Champion Seed Distributor. The City is willing to provide financial incentives to encourage and facilitate the construction of the facility and the creation and retention of new jobs.

The Developer shall spend \$85,000 for the cost of the improvements and commit to employ three Full-Time Equivalent Employee Units by June 30, 2021. If the Developer does not satisfy the employment requirements, the Developer shall reimburse the City \$5,000.

FISCAL IMPACT: The City will reimburse the Developer an amount not to exceed \$11,250 for the cost of the labor and materials to connect the water and sewer lines .

RECOMMENDATION: Approve Resolution

ATTACHMENTS:

Description	Type
□ Resolution No. 141-R-2015-2016	Resolution
□ Agreement	Contract

RESOLUTION NO. 141-R-2015-2016

RESOLUTION FINDING PUBLIC PURPOSE FOR DISPENSING OF ECONOMIC DEVELOPMENT FUNDS AND APPROVING DEVELOPMENT AGREEMENT WITH DALE SCHUMANN

WHEREAS, Dale Schumann (the “Developer”) is purchasing Lot One (1), Block One (1), Industrial Park Addition to the City of Storm Lake, Iowa (the “Property”) from Storm Lake United;

WHEREAS, the Property is located in the Storm Lake Industrial Park Urban Renewal Area;

WHEREAS, the Developer intends to use the Property as the site for a Champion Seed Distributor business and construct a new building and office facility on the Property to expand his business and better serve seed customers;

WHEREAS, the Developer’s expanded business will require new employees and he is willing to commit that he will have two Full-Time Equivalent Employment Units employed and working at the new building on the Property by June 30, 2018, and three Full-Time Equivalent Employment Units employed and working at the new building on the Property by June 30, 2021;

WHEREAS, the City of Storm Lake is willing to provide a financial incentive to encourage and facilitate the construction of the facility and the creation and retention of new jobs;

WHEREAS, City staff and the Developer have negotiated a written Development Agreement, a copy of which is attached as Exhibit “A,” subject to the approval of the Storm Lake City Council, which, if approved, will provide certain financial incentives to be provided by the City to the Developer;

WHEREAS, on June 6, 2016, the City Council fixed June 20, 2016, as the date for a

public hearing on the proposal to enter into the Development Agreement and notice of such hearing was published in the Storm Lake Times June 10, 2016;

WHEREAS, a public hearing was held this date at which members of the public were given the opportunity to comment on the proposed Development Agreement; and

WHEREAS, after such hearing, the City Council finds that 1) the Developer's seed distributor business will generate public gains and benefits which are warranted in comparison with the amount of the City funds to be dispensed pursuant to the Development Agreement, 2) a public purpose will reasonably be accomplished by so dispensing those City funds, and 3) the Development Agreement should be approved.

NOW, THEREFORE, be it resolved by the City Council of the City of Storm Lake, Iowa as follows:

1. The proposed Development Agreement between the City of Storm Lake and the Developer is approved.

2. The Mayor and City Clerk are authorized to execute the Development Agreement and the staff is authorized to dispense the funds in accordance with the Development Agreement.

Passed and approved this 20th day of June, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made on the ____ day of _____, 2016, by and between the City of Storm Lake, Iowa (the “City”) and Dale Schumann (the “Developer”).

Recitals

The Developer is negotiating to purchase Lot One (1), Block One (1), Industrial Park Addition to the City of Storm Lake, Iowa (the “Property”) from Storm Lake United. The Property is located in the Storm Lake Industrial Park Urban Renewal Area.

The Developer intends to use the Property as the site for a Champion Seed Distributor business and construct a new building and office facility on the Property to expand his business and better serve seed customers. The Developer desires to cause improvements to be constructed on the Property in conformance with construction plans submitted to the City. The Developer understands that current and future improvements must conform to the City’s Post-Construction Storm Water Ordinance.

The Developer’s expanded business will require new employees. The Developer is willing to commit that he will have two Full-Time Equivalent Employment Units employed and working at the new building on the Property by June 30, 2018, and three Full-Time Equivalent Employment Units employed and working at the new building on the Property by June 30, 2021.

The City is willing to provide a financial incentive to encourage and facilitate the construction of the facility and the creation and retention of new jobs. The City has determined that a public purpose will reasonably be accomplished by the financial incentive.

Terms of Agreement

Therefore, in consideration of the mutual promises and assurances contained in this Agreement, the City and the Developer agree as follows:

1. Developer shall acquire title to the Property by August 1, 2016. If Developer does not acquire title to the Property by August 1, 2016, this Agreement is void.
2. Developer shall construct on the Property a 40 foot by 80 foot building having outside wall heights of 18 feet. The building shall include space for storage and an office. The building and all improvements constructed on the property as part of this Agreement shall conform to construction plans the Developer has filed with the City’s Building Official. Developer shall spend at least \$85,000.00 for the cost of the building and improvements as shown in the plans presented to the Building Official, excluding any amount that is to be reimbursed by the City to Developer pursuant to this Agreement.

3. Developer shall commence construction of such building within forty-five (45) days from the date of the approved Agreement. Construction of such building shall be completed by October 1, 2016.
4. Developer shall comply with the City's Post-Construction Storm Water Ordinance in making or causing to be made all current and future improvements to the Property.
5. Provided (a) the Developer furnishes the City supporting documentation of the expense for which he seeks reimbursement in the time and in the manner specified in this paragraph 5, (b) all damage to Expansion Boulevard and its right-of-way during the installation of the water service line and sanitary sewer line is repaired to the satisfaction of the City, and (c) the Developer is not in default of the terms of this Agreement, the City shall reimburse to the Developer an amount not to exceed \$11,250.00 for the cost of labor and materials Developer has paid to (1) have a water service line and sanitary sewer service line installed that connect the nearest City water main and sanitary sewer main, as the case may be, already located in the Expansion Boulevard right-of-way, to the Property, and (2) have Expansion Boulevard and its right-of-way repaired to the satisfaction of the City following damage done to Expansion Boulevard and its right-of-way in the course of such installation. Within sixty days of the Developer's payment of such expense, the Developer shall furnish to the City Clerk documentation from the Developer's contractor of such expense, itemizing the materials used and the labor performed, together with proof of the Developer's payment of such expense that is satisfactory to the City Manager. The City shall reimburse the Developer to the extent required by this Paragraph within thirty (30) days of the City's receipt of the documentation and proof required of the Developer by this paragraph.
6. For each twelve-month reporting period ending June 30, 2019, June 30, 2020, and June 30, 2021, Developer shall have a monthly average of two Full-Time Equivalent Employment Units employed and working or based at the Champion Seed Distribution business located on the Property. For each twelve-month reporting period ending June 30, 2022, June 30, 2023, and June 30, 2024, Developer shall have a monthly average of three Full-Time Equivalent Employment Units employed and working or based at the Champion Seed Distribution business located on the Property. Developer shall submit to the City Clerk of the City, on or before July 31 of each calendar year from 2019 through 2024, inclusive, a Developer Annual Certification, in the form shown on Exhibit A, showing the number of Full-Time Equivalent Employment Units employed and working or based at Developer's Champion Seed Distribution business located on the Property as of June 30 of the reporting year and as of the final day of each of the eleven (11) calendar months preceding June 30 of the reporting year. For the purpose of this Paragraph 6, the number of Full-Time Equivalent Employment Units for any calendar month shall be calculated as follows:

Add the total hours of service for which the employer pays wages to employees during the applicable calendar month (but not more than 173.33 hours for any one employee), and divide that sum by 173.33. If the result is not a whole number, round to the next lowest whole number. If the result is less than one, round up to one.

For the purpose of this above calculation, only workers whose earnings were subject to withholding for F.I.C.A. (Social Security and Medicare taxes) by the Developer shall be considered employees. Contract workers shall not be considered employees.

7. In the event the Developer or, if the Property, the business conducted on the Property, or both are assigned or conveyed, the Developer's successors and assigns do not satisfy any of the employment requirements of Paragraph 6 above or the reporting requirements of Paragraph 6 above, the Developer shall reimburse the City \$5,000.00 within thirty days of the mailing of an invoice by the City to Developer for such \$5,000.00 reimbursement amount. The Developer shall not be liable to reimburse the City more than \$5,000.00 under this Paragraph 7 even if Developer fails to satisfy more than one requirement.
8. This Agreement is subject to the approval of the City Council of the City of Storm Lake and shall be void if not so approved.
9. For purposes of billings, invoices, or other written notices or communications required by this Agreement to be sent to a party to this Agreement, the mailing address for the receiving party to be used by the sending party is shown beneath the receiving party's signature to this Agreement. However, either party may change the address to which notices should be sent by sending written notice to the other party of the new address and identifying the new address as the address to be used for purposes of this Agreement.

CITY OF STORM LAKE, IOWA

Dale Schumann, Developer

Address:
102 Lakeshore Drive
Lakeside, IA 50588

By: _____
Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Address for City of Storm Lake, Iowa:

City Clerk
620 Erie Street
City Hall
PO Box 1086
Storm Lake, IA 50588

EXHIBIT A

DEVELOPER ANNUAL CERTIFICATION

STATE OF IOWA

ss.

AFFIDAVIT

County of _____

The undersigned, being first duly sworn on oath, deposes, certifies, and states as follows:

1. During the time period covered by this Certification, the Developer is and was in compliance with numbered paragraph 6 of the Development Agreement between the City of Storm Lake, Iowa and the Developer.
2. The number of Full Time Equivalent Employment Units, calculated in accordance with such Development Agreement, employed and working or based at the Champion Seed Distribution business located on Lot One (1), Block One (1), Industrial Park Addition to the City of Storm Lake, Iowa as of June 30, 20____, and as of the final day of each of the preceding eleven (11) months were as follows:

June 30, 20____: _____	December 31, 20____: _____
May 31, 20____: _____	November 30, 20____: _____
April 30, 20____: _____	October 31, 20____: _____
March 31, 20____: _____	September 30, 20____: _____
February 2__, 20____: _____	August 31, 20____: _____
January 31, 20____: _____	July 31, 20____: _____

Signed this _____ day of _____, 20_____.

Dale Schumann, Developer

Subscribed and sworn to before me by Dale Schumann this _____ day of _____, 20_____.

Notary Public

Staff Summary

6/20/2016

Agenda Item # 5.



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

REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, City Clerk

SUBJECT: Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services

BACKGROUND: The City has provided riders of the two taxi services in town (Storm Lake Cab and RIDES) with \$1.00 off coupons that can be used to directly reduce the cost of the one way ride within the City limits of Storm Lake. The program has been fairly successful with many people utilizing the tickets.

In the FY 2017 budget the City has allocated 4,000 discounted tickets for the program.

Both RIDES and Storm Lake Cab have signed the new agreements to continue to participate in the Discount Coupon Program for Fiscal Year 2016-2017. The agreements are attached to this staff summary for Council's consideration.

The current tickets are available and good until June 30, 2016. The new tickets, should the Council approve the agreements, will be available to pick up starting on the 22nd of June and good thru June 30, 2017 or until we run out whichever occurs first. Tickets are available at City Hall during normal business hours.

FISCAL IMPACT: The total cost of the discount coupon program to the City of Storm Lake is \$4,500 which includes a maximum of \$4,000 for direct discounts on the cost of a ride and \$500 for the advertising and printing of the coupons.

Historically the City has not paid out the maximum cost of the coupons.

RECOMMENDATION: Approve Motion & Authorize Mayor to Sign Agreements

ATTACHMENTS:

Description		Type
	Storm Lake Cab Agreement	Contract
	Rides Agreement	Contract

Agreement

Between the City of Storm Lake and Storm Lake Taxi

This agreement shall be enforce beginning on July 1, 2016 and ending on June 30, 2017 between the City of Storm Lake, hereafter CITY, and Regional Storm Lake Taxi, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2016 through June 30, 2017.

NOW THEREFORE, the parties do hereby mutually agree as follows:

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2016 and running through June 30, 2017, whereby individuals may pick up coupons from City Hall, 620 Erie Street, during normal business hours, excluding holidays. The details of that program shall be as follows:

- Each Discount Coupon shall be worth \$1.00 off the current rate of a ride within the city limits of Storm Lake.
- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2017" and shall not be accepted after June 30, 2017.
- There shall be a total of 4,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 4,000 coupons will be dispersed randomly between all the agencies participating

CITY agrees to reimburse TAXI \$1.00 for each Discount Coupon they receive and turn back over to the CITY at the quarterly reporting period. Payment shall be made to TAXI within 45 days of receipt of the complete Quarterly Report as indicated in this agreement. Should the CITY receive incomplete or missing information as required by this agreement the CITY shall provide one written notice of such missing information to TAXI within 45 days of the initial receipt of the quarterly report.

CITY agrees to notify TAXI of any changes to the Discount Coupon Program during the term of this agreement.

TAXI agrees to accept the Discount Coupon's as \$1.00 toward the current fee from each rider.

TAXI agrees to only accept one ticket per rider per ride (defined as a one way trip from one point to a second point).

TAXI agrees that they will provide the CITY with all the original Discount Coupons received from their passengers.

TAXI agrees that it will supply the CITY with a quarterly report by no later than the following dates:

October 15, 2016 (Reporting Period – July 1, 2016 to September 30, 2016)

January 15, 2017 (Reporting Period – October 1, 2016 to December 31, 2016)

April 15, 2017 (Reporting Period – January 1, 2017 to March 31, 2017)

July 7, 2017 (Reporting Period – April 1, 2017 to June 30, 2017)

TAXI agrees that for each quarterly report date listed above that it will submit the following information:

1. Each ticket received during the reporting period
2. A total number of rides given during the reporting period

TAXI agrees that they shall be an independent contractor with regard to the CITY and this agreement.

TAXI agrees to provide transportation services within the City of Storm Lake and the surrounding area on an on demand basis.

TAXI agrees to comply with all applicable state and federal laws, including but not limited to, Equal Employment Opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

TAXI agrees that they will obtain and maintain a Taxi License issued by the City of Storm Lake under current City Code Requirements for the term of this agreement.

TAXI agrees that they will make available to the CITY an inspection or audit of their financial records if the CITY should so desire at the sole cost of the CITY.

TAXI agrees that they shall accept all risk and indemnify and hold CITY harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness's fees related to loss or damage to property or injury or death of any person arising out of the acts or omissions of the TAXI or its employees or agents.

This agreement contains the entire agreement between the CITY and TAXI. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

Any amendments to this agreement must be in writing and must be mutually agreed by both the CITY and TAXI.

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report

shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

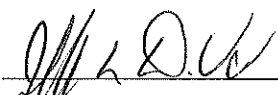
Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

This agreement is not assignable to any other party without the express written consent of the CITY.

This agreement hereby adopted by both parties and witnessed and dated below.

City of Storm Lake: _____
Jon F. Kruse, Mayor

Attest: _____
Sue Vossberg, City Clerk

Storm Lake Taxi:  _____
Jeff Dewall, Owner

Attest: _____

Agreement

Between the City of Storm Lake and RIDES

This agreement shall be enforce beginning on July 1, 2016 and ending on June 30, 2017 between the City of Storm Lake, hereafter CITY, and RIDES, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2016 through June 30, 2017.

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- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2017" and shall not be accepted after June 30, 2017.
- There shall be a total of 4,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 4,000 coupons will be dispersed randomly between all the agencies participating

CITY agrees to reimburse TAXI \$1.00 for each Discount Coupon they receive and turn back over to the CITY at the quarterly reporting period. Payment shall be made to TAXI within 45 days of receipt of the complete Quarterly Report as indicated in this agreement. Should the CITY receive incomplete or missing information as required by this agreement the CITY shall provide one written notice of such missing information to TAXI within 45 days of the initial receipt of the quarterly report.

CITY agrees to notify TAXI of any changes to the Discount Coupon Program during the term of this agreement.

TAXI agrees to accept the Discount Coupon's as \$1.00 toward the current fee from each rider.

TAXI agrees to only accept one ticket per rider per ride (defined as a one way trip from one point to a second point).

TAXI agrees that they will provide the CITY with all the original Discount Coupons received from their passengers.

TAXI agrees that it will supply the CITY with a quarterly report by no later than the following dates:

October 15, 2016 (Reporting Period – July 1, 2016 to September 30, 2016)

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April 15, 2017 (Reporting Period – January 1, 2017 to March 31, 2017)

July 7, 2017 (Reporting Period – April 1, 2017 to June 30, 2017)

TAXI agrees that for each quarterly report date listed above that it will submit the following information:

1. Each ticket received during the reporting period
2. A total number of rides given during the reporting period

TAXI agrees that they shall be an independent contractor with regard to the CITY and this agreement.

TAXI agrees to provide transportation services within the City of Storm Lake and the surrounding area on an on demand basis.

TAXI agrees to comply with all applicable state and federal laws, including but not limited to, Equal Employment Opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

TAXI agrees that they will obtain and maintain a Taxi License issued by the City of Storm Lake under current City Code Requirements for the term of this agreement.

TAXI agrees that they will make available to the CITY an inspection or audit of their financial records if the CITY should so desire at the sole cost of the CITY.

TAXI agrees that they shall accept all risk and indemnify and hold CITY harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness's fees related to loss or damage to property or injury or death of any person arising out of the acts or omissions of the TAXI or its employees or agents.

This agreement contains the entire agreement between the CITY and TAXI. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

Any amendments to this agreement must be in writing and must be mutually agreed by both the CITY and TAXI.

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report

shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

This agreement is not assignable to any other party without the express written consent of the CITY.

This agreement hereby adopted by both parties and witnessed and dated below.

City of Storm Lake: _____
Jon F. Kruse, Mayor

Attest: _____
Sue Vossberg, City Clerk

RIDES: _____
Hugh Lively, Director

Attest: _____
Sam Johnson, CFO

Staff Summary

6/20/2016

Agenda Item # 6.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Public Hearing On The Plans, Specifications, Form Of Contract, And Estimated Cost For The 13th Street Paving Improvement Project

BACKGROUND: As part of the project to construct the 3rd Addition to the City of Storm Lake, the City will be extending 13th Street east of Seneca to a point of connection to the future extension of Oneida. In order to prepare for the sale of lots and the construction of homes within this development, the street needs to be installed for proper access conditions into this development.

FISCAL IMPACT: Funding for this project will come from franchise fees collected in Fiscal Year 2016-2017.

RECOMMENDATION: Open the Hearing, Hear the Public, and Close the Hearing.

Staff Summary

6/20/2016

Agenda Item # 7.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 142-R-2015-2016 Approving Plans, Specifications, Form Of Contract, And Estimated Cost For The 13th Street Paving Improvement Project

BACKGROUND: As part of the project to construct the 3rd Addition to the City of Storm Lake, the City will be extending 13th Street east of Seneca to a point of connection to the future extension of Oneida. This will give Habitat For Humanity access to their homes and prepares Phase One of the Subdivision for the sale of lots and the construction of homes.

FISCAL IMPACT: Funding for this project will come from franchise fees collected in Fiscal Year 2016-2017.

RECOMMENDATION: Council adopt Resolution No. 142-R-2015-2016 approving Plans, Specifications, Form of Contract and Estimated cost for the 13th Street Paving Improvement Project.

ATTACHMENTS:

Description	Type
□ Resolution No. 142-R-2015-2016	Resolution

RESOLUTION NO. 142-R-2015-2016

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE
13TH STREET PAVING IMPROVEMENTS PROJECT**

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed with the CITY for the construction of certain public improvements described in general as the 13th Street Paving Improvements Project; and

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

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

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

PASSED AND APPROVED this 20th day of June 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

6/20/2016

Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 143-R-2015-2016 Approving Bids For The 13th Street Paving Improvement Project

BACKGROUND: As part of the project to construct the 3rd Addition to the City of Storm Lake, the City will be extending 13th Street east of Seneca to a point of connection to the future extension of Oneida. In order to give Habitat For Humanity access to their two housing lots, and in preparation for the sale of lots and construction of homes within this development, the street needs to be installed for proper access into this development.

The Engineers estimate was \$142,215.00. City of Storm Lake received bids for this project on June 15th at 1:00pm. Three contractors submitted bids for this project. Smith Concrete of Storm Lake, Godberson-Smith of Ida Grove, and Bainbridge of Kingsley were the contractors submitting.

Bids were as follows:

- Smith Concrete- \$119,778
- Godberson-Smith- \$143,747
- Bainbridge- \$145,181

FISCAL IMPACT: Funding for this project will come from franchise fees collected in Fiscal Year 2016-2017.

RECOMMENDATION: Recommend that Council Adopt Resolution No. 143-R-2015-2016 approving the bids for the 13th Street Paving Improvement Project and awarding the bid to Smith Concrete of Storm Lake.

ATTACHMENTS:

Description	Type
□ Resolution No. 143-R-2015-2016	Resolution
□ Bid Tab	Backup Material

RESOLUTION NO. 143-R-2015-2016

RESOLUTION ACCEPTING AND AWARDING BID FOR THE CITY OF STORM LAKE 13th STREET PAVING IMPROVEMENT PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake 13th Street Paving Improvement Project, described in the plans and specifications heretofore adopted by this Council on June 20, 2016 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Smith Concrete Service, Storm Lake, Iowa
Amount of bid:	\$119,778
Portion of bid:	All

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

PASSED AND APPROVED this 20th day of June, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk



BOLTON & MENK, INC.®

Consulting Engineers & Surveyors

218 11th Street SW Plaza • Spencer, IA 51301

Phone (712) 580-5075

www.bolton-menk.com

June 15, 2016

Ms. Sue Vossberg
City Clerk
City of Storm Lake
620 Erie Street
Storm Lake, Iowa 50588

RE: 13th Street Paving Improvements
City of Storm Lake, Iowa
Project No.: P11.107976

Dear Sue,

Three bids were received on June 15, 2016 for the 13th Street Paving Improvements project for the City of Storm Lake. I have enclosed one copy of the tabulation of the bids received.

The bids received are as follows:

Smith Concrete Services, Inc., Storm Lake, IA	\$119,778.00
Godbersen-Smith Construction Co., Ida Grove, IA	\$143,747.00
Bainbridge Construction, LLC, Kingsley, IA	\$145,181.00

The bid from Smith Concrete Services is approximately 15% below the Engineer's Estimated Project Construction Cost of \$142,215. We have reviewed the bidder's prices relative to the engineer's estimate and also for errors or omissions and find no discrepancies that would prohibit the low bid from being accepted. Therefore, we recommend the City of Storm Lake award this project to Smith Concrete Services Inc.

If you have any questions, please feel free to contact us at your convenience.

Sincerely,
BOLTON & MENK, INC.

Neil Guess, P.E.

Encl.

City of Storm Lake
13th Street Paving Improvements
Storm Lake, IA

TABULATION OF BIDS
June 15, 2016 @ 1:00 PM



Bolton & Menk
Spencer, Iowa

Item No.	Description	Unit	Quantity	Engineer's Estimate		Smith Concrete Services Storm Lake, Iowa		Godbersen-Smith Const. Co. Ida Grove, Iowa		Bainbridge Const. LLC Kingsley, Iowa	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	TRAFFIC CONTROL	LS	1	\$200.00	\$200.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
2	MOBILIZATION	LS	1	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
3	EXCAVATION, CLASS 13	CY	700	\$8.00	\$5,600.00	\$10.00	\$7,000.00	\$14.00	\$9,800.00	\$8.00	\$5,600.00
4	SUBGRADE PREPARATION	SY	1,800	\$2.50	\$4,500.00	\$1.20	\$2,160.00	\$3.50	\$6,300.00	\$3.00	\$5,400.00
5	MODIFIED SUBBASE	SY	1,800	\$6.00	\$10,800.00	\$8.55	\$15,390.00	\$9.25	\$16,650.00	\$15.00	\$27,000.00
6	SUBGRADE TREATMENT, GEOGRID	SY	1,800	\$3.00	\$5,400.00	\$2.70	\$4,860.00	\$3.50	\$6,300.00	\$2.00	\$3,600.00
7	SUBDRAIN, HDPE PERFORATED, 6"	LF	850	\$15.00	\$12,750.00	\$10.70	\$9,095.00	\$12.00	\$10,200.00	\$10.00	\$8,500.00
8	SUBDRAIN OUTLET CMP, 6"	EA	6	\$150.00	\$900.00	\$400.00	\$2,400.00	\$200.00	\$1,200.00	\$500.00	\$3,000.00
9	MANHOLE ADJUSTMENT, MINOR	EA	2	\$1,000.00	\$2,000.00	\$1,350.00	\$2,700.00	\$400.00	\$800.00	\$1,200.00	\$2,400.00
10	INTAKE ADJUSTMENT, MINOR	EA	2	\$1,000.00	\$2,000.00	\$350.00	\$700.00	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00
11	PAVEMENT, PCC, 7"	SY	1,600	\$50.00	\$80,000.00	\$36.00	\$57,600.00	\$36.00	\$57,600.00	\$40.00	\$64,000.00
12	REMOVAL OF DRIVEWAY	SY	27	\$10.00	\$270.00	\$20.00	\$540.00	\$15.00	\$405.00	\$15.00	\$405.00
13	SIDEWALK, PCC, 4"	SY	75	\$50.00	\$3,750.00	\$45.00	\$3,375.00	\$44.00	\$3,300.00	\$52.00	\$3,900.00
14	DRIVEWAY, PAVED, PCC, 6"	SY	28	\$55.00	\$1,540.00	\$46.00	\$1,288.00	\$49.00	\$1,372.00	\$52.00	\$1,456.00
15	PAVEMENT REMOVAL	SY	192.0	\$10.00	\$1,920.00	\$8.75	\$1,680.00	\$10.00	\$1,920.00	\$10.00	\$1,920.00
16	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.30	\$1,500.00	\$450.00	\$3,000.00	\$900.00	\$3,500.00	\$1,050.00	\$4,500.00	\$1,350.00
17	SILT FENCE	LF	430	\$4.50	\$1,935.00	\$3.00	\$1,290.00	\$5.00	\$2,150.00	\$5.00	\$2,150.00
18	INLET PROTECTION DEVICE	EA	4	\$300.00	\$1,200.00	\$200.00	\$800.00	\$300.00	\$1,200.00	\$250.00	\$1,000.00
TOTAL BASE BID					\$142,215.00		\$119,778.00		\$143,747.00		\$145,181.00

15-Jun-16
H:\SML\KP11107976 - 2016 Projects\6_Plan-Specs\B_Bid Tabulation\B_Bid Tabulation\B_Bid Tabulation

Staff Summary

6/20/2016

Agenda Item # 9.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 144-R-2015-2016 Approving Change Order #1 to the 2016 Erie Street CDBG Stormwater Project

BACKGROUND: Original plans for the water main construction called for the ability to isolate the water mains along the Erie Street corridor. Due to the inability to isolate these mains within the downtown district, when the time came to make connection to the new main there would be a significant portion of the downtown district that would be without water for a considerable amount of time while connections were made. By utilizing tapping sleeves and valves versus traditional valves the downtown area will not be affected with outages and then the Erie Street corridor would be isolated for future repairs or projects that may occur.

FISCAL IMPACT: Change Order #1 is an increase of \$8,152.70 (.78% increase of original project costs). The new contract price including change order #1 is \$1,052,338.74.

RECOMMENDATION: After several on-site meetings with Hulstein Excavating, Bolton& Menk Engineering, and City staff, City staff recommends that Council approve Change Order #1 in the net increase amount of \$8,152.70 to utilize tapping sleeves and valves.

ATTACHMENTS:

Description	Type
Change Order #1	Change Order
Resolution No. 144-R-2015-2016	Resolution

CHANGE ORDER

No. 001

PROJECT: Erie Street CDBG Stormwater Improvements

DATE OF ISSUANCE: June 10, 2016

EFFECTIVE DATE:

June 10, 2016

OWNER: City of Storm Lake

ENGINEER'S Project No.: P11.109398

CONTRACTOR: Hulstein Excavating Inc.

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:**Cost Difference**

Item 19 Water Main, Trenched, PVC, 8"-- Unit Price: \$29.25 per foot. Remove 38 feet, South Lateral at Sta. 2+34, 19.4' LT	-\$1,111.50
Item 21 Fitting, Ductile Iron, 8"-- Unit Price: \$14.20 per pound. Remove tee at Sta 2+34, 19.4' Lt and 8"x6" Reducer and 6" Sleeve at Sta. 1+98, 18.4' Lt. 155 pounds	-\$2,201.00
Item 24 Gate Valve & Box, 6" -- Unit Price: \$1155.80 each. Remove 6	-\$6,934.80
Item 66 Inserting Valve, 6" -- Unit Price: \$4,600 each, Add 4	\$18,400.00

Reason for Change Order:

Unable to isolate water main in project location.

Attachments: Hulstein Excavating Change Order Price

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$1,044,186.04	Substantial Completion: November 11, 2016 days or dates
Net Changes from Previous Change Orders	Ready for Final Payment: days or dates
\$0.00	Net Changes from Previous Change Orders
Contract Price Prior to this Change Order	0 days
\$1,044,186.04	Contract Times Prior to this Change Order
Net Increase of this Change Order	Substantial Completion: 0 days or dates
\$8,152.70	Ready for final payment: 0 days or dates
Contract Price with all approved Change Orders	Net No Change of this Change Order
\$1,052,338.74	0 days
	Contract Times with all approved Change Orders
	Substantial Completion: November 11, 2016 days or dates
	Ready for final payment: days or dates

RECOMMENDED: Bolton & Menk, Inc.

Approved: City of Storm Lake

Accepted: Hulstein Excavating, Inc.

By:


Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:


Contractor (Authorized Signature)

Date:

6-13-16

Date:

Date:

6-13-16

**Hulstein
Excavating Inc.**

147 175th Ave
Edgerton, MN 56128
507-442-4000 Office
507-631-3690 Fax

Change Order #1
Erie Street, Storm Lake, IA
June 9, 2016
Proj. No. 16-160CCO

Bid Number	Description	Qty	Units	Unit Price	Total
CCO#1	Installing valves via hot tapping	4	EA	\$ 4,600.00	\$ 18,400.00
Total					<u>\$ 18,400.00</u>

Respectfully submitted,

Jeff Haas

RESOLUTION NO. 144-R-2015-2016

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

To approve Change Order No. 1 to the contract with Hulstein Excavating Inc. for the Erie Street CDBG Stormwater Improvements Project, an increase of \$8,152.70 to the contract for the materials to utilize tapping sleeves and valves versus traditional valves for the water main.

Total cost of Change Order #1 is an increase of \$8,152.70 to the contract. Total contract cost after change order #1 is \$1,052,338.74.

PASSED AND APPROVED this 20th day of June 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

6/20/2016

Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Ordinance No. 05-O-2015-2016 Adopting TIF
Ordinance Amendment No. 2 To The North #1 - Bargloff Urban
Renewal Plan

BACKGROUND: The City of Storm Lake previously amended the Bargloff Urban
Renewal Area to include 1515 Lake Avenue and approved a
Development Agreement with Storm Lake Development LLC in
which the City agreed to provide certain economic incentives to
assist in the construction of a new business and the creation of
jobs.

The adoption of the TIF Ordinance is the next step in this
process. This ordinance will set a base tax value on the property
as of January 1, 2015 and allow the City to capture the increased
value on the property for the next 20 tax years. The capture of
the increased value will be used to make the payment of the tax
incentives promised to the developer and to pay for public
improvements made within the Urban Renewal Area now and in
the future provided the City has outstanding debt recorded against
the Urban Renewal Area. The City has debt recorded on the
Bargloff Urban Renewal Area.

FISCAL IMPACT: The base value will be at the January 1, 2015 level. The City has
a minimum assessment agreement with the developer in the
amount of \$1,400,000 for the duration of the agreement. The
increased value is estimated to be approximately \$1,000,000.

RECOMMENDATION: Adopt Ordinance No.
1st Reading- May 16 - Passed
2nd Reading -June 6 - Passed
3rd Reading-June 20

ATTACHMENTS:

Description	Type
Ordinance No. 05-O-2015-2016	Ordinance

ORDINANCE NO. 05-O-2015-2016

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

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 08-R-2010-2011 passed and approved on the 19th day of July, 2010, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the North #1 - Bargloff Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area has been amended two times lastly by an Amendment No. 2 adopted by Resolution No. 128-R-2015-2016 on May 16, 2016. The Urban Renewal Area includes the property owned by Storm Lake Development Group LLC ("Storm Lake Development Group Parcel"), which is legally described as:

Parcel Number: 10-34-202-004

Lot Three (3), Block One (1) Geisinger's Commercial First Addition to the City of Storm Lake, Iowa.

And,

Parcel Number: 10-34-202-005

A parcel of land located in the west half of the northeast quarter (W1/2 NE ¼) of section thirty-four (34), township ninety one north (91), Range thirty-seven (37) west of the 5th P.M., more particularly described as follows:

Commencing at the southwest corner of the northeast quarter (NE ¼) of section thirty-four (34), township ninety-one (91) North, Range thirty-seven (37) West of the 5th P.M., thence due north along the west line of said NE ¼ a distance of 180 feet, thence due east a distance of 250 feet, thence due south a distance of 180 feet, thence due west a distance of 250 feet to the point of beginning and containing an area of 1.03 acres of which 0.23 acres are existing highway right of way.

And,

Lot five (5), Block One (1), Geisinger's commercial second addition to the City of Storm Lake, Buena Vista County, Iowa.

Tract is hereby divided into four (4) lots as shown hereon and shall hereafter be known as Brashears First Addition A subdivision of lot five (5) Block One (1) Geisinger's Commercial Second Addition to the City of Storm Lake.

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

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

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

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

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

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area (Storm Lake Development Group Parcel), as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Storm Lake, State of Iowa, certifies to the Auditor of Buena Vista County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. Thus, if "debt" is certified by December 1, 2016, the frozen base valuation for the Storm Lake Development Group Parcel shall be January 1, 2015.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Storm Lake, State of Iowa, hereby

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

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

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Storm Lake, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area (Storm Lake Development Group Parcel) shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

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

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

PASSED AND APPROVED this _____ day of _____, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

6/20/2016

Agenda Item # 11.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

[p \(712\) 732-8000](tel:(712)732-8000)

[f \(712\) 732-4114](tel:(712)732-4114)

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Public Hearing Concerning Plans, Specifications, Form Of Contract, And Estimate of Costs for the Lime Lagoon Project

BACKGROUND: The City received a Iowa Department of Agriculture and Land Stewardship (IDALS) Water Quality Initiative (WQI) grant to transform the City's old lime lagoons into a created wetland to treat agricultural and urban storm water coming down Highway 110, Abner Bell Road before being discharged into Little Storm Lake. Currently this Storm Water deposits silt and nutrients into Little Storm Lake. The lime lagoons have been in need of restoration for about seven years and money has been set aside in the Water Fund to restore the lime lagoons. The grant now assists the City to move forward with this restoration.

FISCAL IMPACT: The estimated cost of this project is \$232,000 of which IDALS has contributed \$80,000. The remainder of the funding will come from Water Capital funding.

RECOMMENDATION: Open the Public Hearing, Hear the Public, and Close the Public Hearing

Staff Summary

6/20/2016

Agenda Item # 12.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Resolution No. 145-R-2015-2016 Approving Plans, Specifications, Form Of Contract, And Estimated Cost For The Lime Lagoon Created Wetland Project

BACKGROUND: Approximately 10 years ago, the City stopped the practice of storing spent lime in the lime lagoons and constructed a lime press which is in use today. The lime lagoons were emptied and funding set aside to restore the lagoons. That restoration never happened with the change in operators and a desire to seek grant funding to turn the area into a created wetland in order to treat the storm water coming off of approximately 160 acres of agriculture and urban storm water runoff. The City received an Iowa Department of Agriculture and Land Stewardship Water Quality Initiative Grant to help leverage our funding.

The Plans, Specifications, Form of Contract and Estimated Cost have been advertised, a Public Hearing held, and now Council is requested to consider approving these.

FISCAL IMPACT: Total estimated project cost is \$232,000. IDALS WQI grant of \$80,000 and Water Capital Fund of \$152,000.

RECOMMENDATION: Council adopt Resolution No. 145-R-2015-2016 Approving the Plans, Specifications, Form of Contract, and Estimated Cost for the Lime Lagoon Created Wetland Project.

ATTACHMENTS:

Description	Type
□ Resolution No. 145-R-2015-2016	Resolution

RESOLUTION NO. 145-R-2015-2016

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE
LIME LAGOON WATER QUALITY INITIATIVE RESTORATION PROJECT**

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed with the CITY for the construction of certain public improvements described in general as the Lime Lagoon Water Quality Initiative Restoration Project; and

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

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

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

PASSED AND APPROVED this 20th day of June 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

6/20/2016

Agenda Item # 13.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Motion To Approve Professional Services Agreement With Bolton & Menk For 2016 Water Main Improvements.

BACKGROUND: The scope of the project is for Flindt Drive Improvements:

- New 8" water from a connection with the 12" water on Richland north along the east side of Flindt Drive to intersections with 4th Street and Geisinger Road
- Extend water west across 4th Street for future extension north to Milwaukee Avenue along 4th Street
- Abandon 6" main along east side of Flindt from Richland south under Railroad overpass with any services connected to existing 12" main
- Transfer all services to new 8" for existing 12"

Sunrise Park Addition Watermain Improvements

- Construct new 8" main from Milwaukee Avenue south along east side of Sunrise Park 1st Addition to 7th Street existing main
- Also connect existing 4" main along back lot lines of this addition

FISCAL IMPACT: Professional Services Agreement with Bolton & Menk will not exceed \$28,000.

As requested, the breakdown is as follows:

Design Survey	\$ 3,600
Project Design	\$13,100
Permits	\$ 1,100
Contract Award	\$ 600
Bidding	\$ 3,600
Construction Phase	\$ 6,000
Total	\$28,000

RECOMMENDATION: Staff recommends approving Professional Services Agreement with Bolton & Menk.

ATTACHMENTS:

Description		Type
	Agreement	Contract

PROFESSIONAL SERVICES AGREEMENT

by and between
BOLTON & MENK, INC.
1900 N Grand Ave., Suite E12
Spencer, IA 51301
Ph. (712) 580-5075

and

Date of Agreement: May 5, 2014

Agreement Number: P11. _____

2016 Water Main Improvements

Project Location: Storm Lake, Iowa

Client

Name: City of Storm Lake, Iowa

Address: 620 Erie Street

Address: _____

City: Storm Lake State Iowa Zip 50588

(hereinafter referred to as Client)

Phone No.: 712-732-8000

Fax No.: 712-732-4114

Agent or Person Ordering Services and/or Billing Address (if different)

Agent or Person Ordering Services: Mike Davis, Water Superintendent

Address: _____

City: _____ State _____ Zip _____

Phone No.: _____

Fax No.: _____

Fee Arrangement

Tasks 1, Task 2 - Not to exceed \$ 22,000 (Billed at standard hourly rates)

Task 3 - Not to Exceed \$6,000 (Billed at standard hourly rates)

Scope/Intent and Extent of Services

Scope of Work is to be completed as outlined in the attached Exhibit I. Agreement is subject to the attached Terms & Conditions

Special Conditions

BMI and Client agree to the Terms and Conditions as stated above and attached to this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client.

Offered by: Bolton & Menk, Inc.

Accepted by:

Neil Guess, PE Principal Engineer

print name/title

Jon F. Kruse, Mayor

print name/title



5/5/2016
signature and date

signature and date

Terms & Conditions

Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform BMI of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. BMI will take precautions to minimize damage due to these activities and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no expressed or implied warranty with respect to its undertakings described herein.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, BMI makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

G. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

Terms & Conditions

Bolton & Menk, Inc.

(Continued)

H. Construction Phase Services: If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that BMI is not be responsible for means, methods, techniques or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

I. Ownership and Alteration of Documents: All documents, including reports, specifications, drawings, field data, notes and documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents are not intended for reuse by the Client on any other project or alteration of the project by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided.

J. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either monthly or upon completion of services. Invoices are due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.

K. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1 % on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

L. Termination of Services: This agreement may be terminated, upon written notice, by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

M. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed \$ 50,000. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, if any.

N. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall be submitted to mediation before any other lawful dispute resolution is commenced by either party.

O. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph P.

P. Agreement: If the Proposal is accepted, the Client and BMI may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. Upon request by the Client, BMI may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of an executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

EXHIBIT I
CONSULTANT'S SERVICES

2016 WATERMAIN IMPROVEMENTS

STORM LAKE, IOWA

MAY 2016

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

CONSULTANT proposes the following scope of services and agreement to complete the below described improvements.

Bolton & Menk will communicate with the City staff throughout the project design and construction. Communication will include meeting minutes, phone calls, e-mails, and on-site meetings. Our team members will be involved from design through construction. Our project manager will stay actively involved in the project through completion and will serve as a single point of contact for the City for all phases of the project.

Scope for 2016 Water Main

1) Flindt Drive Improvements

- New 8" water from a connection with the 12" water on Richland north along the east side of Flindt Drive to intersection with 4th Street and Geiseyer
- Extend water west across 4th Street and tie to existing 4" on West side of Flindt
- Set 8" water at 4th Street for future extension north to Milwaukee Avenue along 4th Street alignment
- Abandon 6" main along east side of Flindt from Richland south under RR overpass with any services connected to existing 12" main
- Transfer all services to new 8" or existing 12"

2) Sunrise Park Addition Watermain Improvements

- Construct new 8" main from Milwaukee Ave south along east side of Sunrise Park 1st addition to 7th Street existing main
- Also connect existing 4" main along back lot lines of this addition

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

TASK 1: Design & Bidding Documents

Task 1.A Administration & Coordination

This will include day-to-day communication with the City.

Task 1.B Design Survey

Bolton & Menk will complete the design survey along the selected corridor and will incorporate utility information provided from the One-Call request.

Task 1.C Water Main Design

Bolton & Menk will prepare a preliminary plan set showing proposed improvements in accordance with City and SUDAS requirements. After receiving comments from City Staff, we will incorporate those comments into our final design.

Major design components will include the following:

- Review existing information and data on the project, and prepare a project base layout.
- Complete a detailed design of the watermain and services, provide complete plans and specifications, and Engineer's estimate.
- Prepare 2 Permit Applications for IDNR's approval.

Task 1.D Bidding Documents (Project Manual)

The project manual will include the following items:

- General Information for Bidders: Advertisement for Bids, Instructions to Bidders, Special Bidding requirements/provisions
- General Supplementary Conditions
- Information to be submitted with bid: Proposal and Bid Bond
- Agreement, Performance, Payment and Maintenance Bond Forms
- Technical Specifications, SUDAS

Task 1.E Meetings

A kick-off meeting has already been held with City staff to collect existing information, to assess your needs, and finalize the scope of work. One additional coordination meeting will be included for plan review.

TASK 2: Bidding Phase

Bolton & Menk will provide the following items during bidding phase services:

- Prepare advertisement for bids and submit to the City for publications
- Provide copies of the contract/bidding documents
- Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required
- Attend bid opening and prepare recommendation for Award

TASK 3: Construction Phase Services (Assumed 4 week Construction Schedule- Flindt Drive Improvements)

Task 3.A Preconstruction Conference

Bolton & Menk will attend and preside over a preconstruction conference. Attendees will include City staff, Contractor representatives, and Bolton & Menk staff. We will also be available to answer Contractor questions during the project.

Task 3.B Construction Administration

During the term of the construction phase, Bolton & Menk will provide the following services: Review all shop drawing submittals, prepare pay estimates and other contractor or City correspondence, conduct onsite visits estimated at one half day 2 times per week, final inspection, and preparation of punch list and other close out documents.

Task 3.C Construction Staking

We will provide one set of stakes for location of water main, fittings, and hydrants.

Task 3.D Record Drawings

Provide Record Drawings based on City staff and Contractor construction records.

Items provided by the Client

- Application/permit fees
- Electronic copies of existing documents (reports, deeds, plats, plans, etc.)
- Coordination for franchise utility locates
- Daily construction observation
- Coordination of water service line transfers to new main

BASIS OF FEE ASSUMPTIONS

For this proposal, assumptions were made as to the nature of how or why certain situations will be handled. These assumptions are as follows:

- Off-site improvement design will not be required
- Deliverables provided by owner are sufficient to be used for the basis for design
- Any changes to the scope of work that are not specifically included in this proposal will be considered additional work and a negotiated amendment to the agreement will be completed.
- Full time Resident Project Representative will not be required for the project, if requested billing will be at standard rates.
- The city will construct the Sunrise Park improvements using city crews. No bidding documents will be required.

Staff Summary

6/20/2016

Agenda Item # 14.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Motion Approving A Comprehensive Housing Needs Analysis For The City Of Storm Lake

BACKGROUND: The Mayor and Council have explored ways of encouraging housing development in Storm Lake. Most rural communities in Iowa are losing population and it is difficult to find a developer willing to invest in a housing development without the knowledge that they can succeed. The single best incentive to attract a housing developer to the City is a Housing Needs Assessment that shows the need of all housing types and considering a demographic analysis.

Maxfield Research and Consulting comes highly recommended by other Cities (most recently Estherville), developers, and the Iowa Lakes Corridor. Due to their knowledge of Northwest Iowa and the recent work they have done for developers interested in the Condo site, their fees and timing to complete the study will be reduced. The studies commissioned by developers can not be used since the information belongs to the developer and may not be as inclusive as this proposed Housing Needs Assessment. The cost for the comprehensive study will be \$16,220.00.

FISCAL IMPACT: The fiscal impact will be \$16,220.00, an unbudgeted amount that can be taken from the economic development funds in Water and Waste Water.

RECOMMENDATION: Approve a Comprehensive Housing Needs Analysis For The City Of Storm Lake.

ATTACHMENTS:

Description	Type
□ Housing Needs Analysis Proposal	Backup Material

A Proposal for a Comprehensive Housing Needs Analysis for the City of Storm Lake, Iowa

Prepared for:

City of Storm Lake
Storm Lake, Iowa

May 2016



Maxfield
Research & Consulting

7575 Golden Valley Road
Suite 385
Golden Valley, MN 55427
612.338.0012
www.maxfieldresearch.com



Maxfield

Research & Consulting

May 24, 2016

Mr. James. H. Patrick
City Manager
City of Storm Lake
PO Box 14086
Storm Lake, IA 50588

Dear Mr. Patrick:

Thank you for contacting Maxfield Research & Consulting, LLC to provide a proposal for a Comprehensive Housing Needs Analysis for the City of Storm Lake, Iowa. The study would examine demographic and economic factors, current housing market conditions, and would determine the market potential for developing additional housing products in Storm Lake. We would provide detailed recommendations (number of units/lots; unit mix and sizes; price/rent; housing features and amenities, etc.) for the housing types identified as being needed in the short- and long-term.

Along with the proposal is a statement of qualifications for our firm which provides a company background, outlines our services and representative clients, and provides resumes of Maxfield staff who would be conducting the housing study.

The work program for this housing market needs analysis is outlined on the following pages. The total fee for staff time for the analysis would be \$16,220.00, including expenses for outside data purchases, postage, printing, photocopying, long distance telephone, etc., but excluding travel expenses. Costs are presented for each major component of the work program. Maxfield Research & Consulting, LLC would be able to deliver a draft report of the housing analysis in approximately 120 to 140 days.

We welcome the opportunity to work with you on this project. If this proposal meets with your approval, please sign and return one copy of the contract. Please call me if you have any questions about the proposed work program or if you need any other information. I can also be reached via email at mmullins@maxfieldresearch.com.

Sincerely,

MAXFIELD RESEARCH & CONSULTING, LLC

Matt Mullins
Vice President & Business Development



Maxfield
Research & Consulting

May 24, 2016

Mr. James. H. Patrick
City Manager
City of Storm Lake
PO Box 14086
Storm Lake, IA 50588

CONTRACT FOR PROFESSIONAL SERVICES

Maxfield Research & Consulting, LLC proposes to provide market research and consulting services to the City of Storm Lake (the "Client") to prepare a Comprehensive Housing Needs Analysis. The needs analysis will determine the market potential for developing different types of owned and rented housing through 2025 based on an examination of demographic and employment growth trends and current housing market conditions. Detailed recommendations (number of units/lots; unit mix and sizes; prices/rents; housing features and amenities, etc.) for the housing types identified as needed in the short-term (2016 to 2020) and long-term (2020 to 2025) would be provided.

DESCRIPTION AND BIOGRAPHY OF FIRM

Maxfield Research & Consulting, LLC has over 30 years of experience in assisting communities to determine market conditions for planning and development efforts, providing demographic estimates and projections, and analyzing county and municipal commercial and residential real estate needs. Our thorough knowledge of market trends in the real estate industry allows us to support our clients with valuable information that affects planning and development. We are able to determine viable solutions to the issues that communities face. We are local, regional and national with work completed in over 40 states.

Maxfield Research & Consulting, LLC provides research and analysis in the areas of general market housing, student housing, senior housing, office, retail, hospitality, industrial, and financial institutions. Maxfield also has experience in organizing and conducting focus groups, preparing and administering on-line and mail surveys, holding public forums for large scale planning documents, and organizing and making presentations to city councils, planning commissions, and economic development authorities. A more detailed company overview is located in the Appendix.

METHODOLOGY

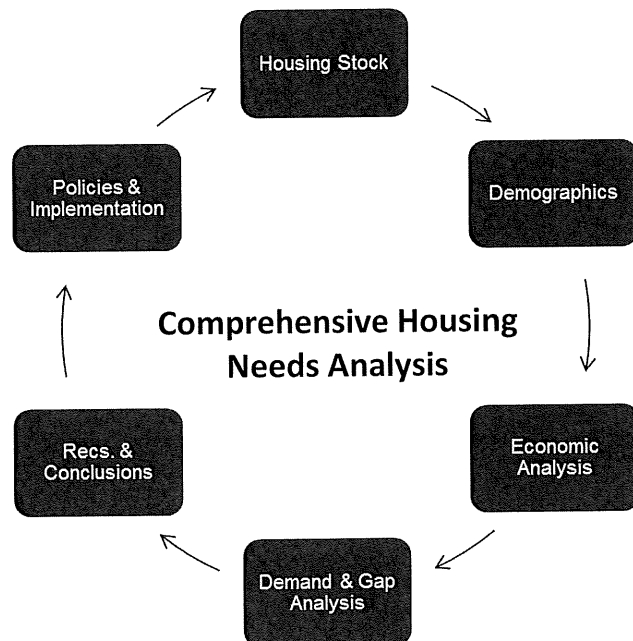
It is our understanding that the primary objective of this analysis is to provide the City of Storm Lake with a market-based analysis that will identify current and future housing needs in the Storm Lake area and help decision makers develop a greater understanding of the City's housing market. Maxfield Research & Consulting, LLC will provide detailed recommendations and an action plan for housing development (both short-term and long-term) and recommend tools and policies that will assist implementation. Our findings will provide a basis for community leaders, stakeholders, and decision-makers to guide future efforts when addressing housing needs.

The hallmark of Maxfield Research & Consulting, LLC's approach to comprehensive housing studies is a thoughtful, in-depth combination of primary and secondary research. Primary research includes surveys of existing housing properties, one-on-one interviews with major employers, developers, builders, Realtors, property managers, city and government agency staff, and others familiar with housing issues and the local housing market. Secondary research includes data obtained from reliable published sources including the Census Bureau, ESRI (a national demographics firm), State demographic centers and economic development agencies, among others.

Secondary published data is always reviewed carefully in light of other local factors revealed through the primary research that may have an impact on the analysis. The result is a custom analysis that provides the Client with information that is timely and locally pertinent.

Our work approach will draw on our experience and expertise in conducting housing studies on behalf of public entities and private developers.

Maxfield Research & Consulting, LLC routinely completes over 100 housing studies annually and is a market leader on housing research and consulting in the Upper Midwest.



WHY MAXFIELD RESEARCH?

- ***We Know Storm Lake & Northwest Iowa***
Benefit: Work efficiency – our past experience in Storm Lake and Northwest Iowa will allow us to be on the ground immediately
- ***Housing Inventory***
Benefit: Maxfield Research's proprietary housing data includes detailed information on multifamily properties across Iowa and the Midwest
- ***Experience Counts***
Benefit: Committed team of senior-level leaders; the four team members dedicated to this project have a combined 75 years of experience and have completed over 20 Comprehensive Housing Studies over the past two years
- ***Local Knowledge – National Experience***
Benefit: Our work is grounded in local issues/reality and we can integrate best practices from elsewhere
- ***Relationships***
Benefit: We have deep relationships with the development community; we understand their barriers and opportunities, we know what they want, and they will talk to us
- ***Full-Service Real Estate Advisory Firm***
Benefit: We understand the connection between all real estate types and we advise both public- and private-sector clients
- ***Comprehensive Approach***
Benefit: Data-driven analyses generate conclusions and recommendations based on market realities
- ***On the Ground Field Research***
Benefit: Hands-on field work, in-person interviews, telephone surveys, combined with the analysis of the Census and other data to gain the most information possible
- ***Proven Methodologies & Results Oriented***
Benefit: Our process for projecting housing demand has proven to be effective and we deliver action-oriented strategies

RESEARCH STAFF

Mary Bujold, CRE, President, Maxfield Research & Consulting, LLC, will serve as principle-in-charge of the project and serves as a consultant for the recommendations. Ms. Bujold has twenty-nine years of experience in housing market research and is regarded as a market expert in the field of residential real estate.

Mr. Matt Mullins, Vice President, will serve as the project manager and principal analyst for the project. Mr. Mullins will oversee the project timeline and will be responsible for the execution of the work program associated with the project. Mr. Mullins will work closely with junior staff to complete all work tasks associated with the project. Mr. Mullins was the lead analyst on several recent comprehensive housing studies, including projects completed for the Minnesota communities of Hutchinson, Elk River, and Plainview, as well as the Counties of Washington, Scott, and Olmsted. Mr. Mullins completed comprehensive housing studies for the Cities of Rock Rapids, Cherokee, and Counties of Lyon, Wright, and Marion. Mr. Mullins is currently overseeing the comprehensive housing studies for the City of Luverne, Minnesota and Lyon County, Iowa.

Mr. Joe Hollman, Senior Research Analyst would assist Mr. Mullins on this project as a principal analyst. Mr. Hollman would be responsible for completing a portion of the data gathering for this project, including interviews, contacting housing developments and preparing the conclusions and recommendations, and compiling the written report. Mr. Hollman was the lead analyst on several recent comprehensive research studies that focused on the market demand for residential and commercial real estate, including comprehensive housing studies for Roseau County, Minnesota, City of Austin, Minnesota, and the City of Waverly, Iowa. Mr. Hollman is currently working on multiple tax credit housing projects.

Mr. Brian Smith, Research Analyst, will provide data gathering services for this project. Mr. Smith will be responsible for compiling demographic and employment data and gathering base market information for the various types of housing. Mr. Smith has assisted on several comprehensive housing needs studies during his tenure with Maxfield Research Inc., including the Cities of Owatonna, Elk River, and Hibbing, Minnesota. Mr. Smith completed the housing needs analysis for Henry County, Iowa and the City of Iowa Falls, Iowa. Mr. Smith is currently working on a site selection project for senior housing expansion across the State of Iowa.

Individual resumes of the project staff are included in the appendix.

SCOPE AND COST OF SERVICES – Comprehensive Housing Needs Analysis

A. Project Kickoff Meeting/Field Work

1. Meet with representatives of the City of Storm Lake and other stakeholders to review project goals and objectives. Refine work program if required. This report will require some assistance from the City of Storm Lake and stakeholders; data requests and other project assistance will be discussed during this time.
2. Conduct a windshield survey of the housing stock in Storm Lake.

B. Review of Past Studies/Planning Documents

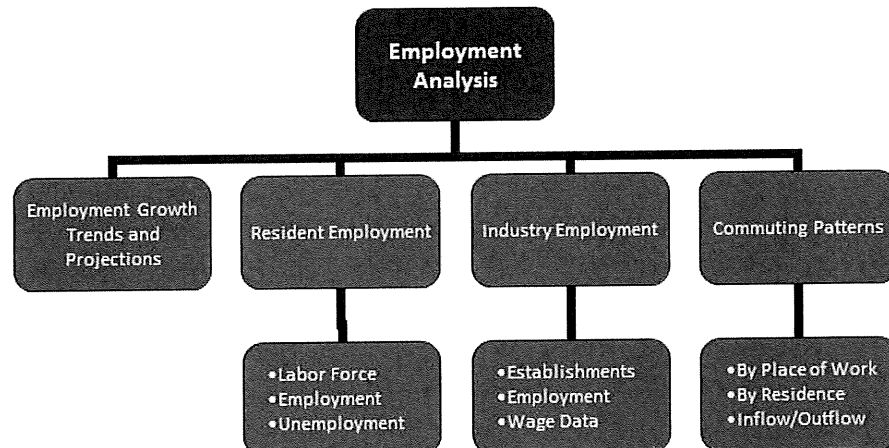
1. Obtain information on past housing studies/planning documents or other research reports/publications with information pertinent to the assignment. Review these documents and identify information from these analyses that is important for this study; identify how current conditions have changed.
2. Summarize information obtained from previous documents and their impact on the current analysis; include conflicting information or document key issues and their relevance to the current project.

C. Demographic Analysis (Data will also be provided for comparison purposes to other Iowa communities. Peer cities will be discussed during the kick-off meeting)

1. Identify a housing draw area for the City of Storm Lake.
2. Examine population and household growth trends and projections to 2025.
3. Examine demographic information on:
 - a. population age distribution
 - b. persons per household (household size)
 - c. household incomes by age of householder
 - d. household incomes by tenure
 - e. household net worth
 - f. household tenure
 - g. household tenure by age of householder
 - h. household tenure by household size
 - i. household type
 - j. diversity/ethnicity/culture
4. Present information on mobility trends.
5. Summarize links between the demographic profile and housing demand.
6. Discuss the implications of the findings on housing demand in Storm Lake.

D. Employment Trends (Data will also be provided for comparison purposes to other Iowa communities.)

1. Examine local data on resident employment (based on place of residence).
2. Examine local data on covered employment (based on location of jobs).
3. Provide data on jobs by NAICS industry sector.
4. Identify major employers.
5. Identify commuting patterns of area workers.
 - a) Place of residence vs. place of employment
 - b) Wages
 - c) Demographic characteristics.
6. Project job growth to 2025. Analyze any business expansions/contractions and their effect on the local housing market.
7. Interview economic development specialists, major employers, and local officials regarding major employment changes and other issues that may impact long-term employment projections.
8. Discuss the implications of the findings on housing demand in Storm Lake.



E. Housing Characteristics & Condition

1. Compile statistics on the age of the housing stock in Storm Lake and the draw area.
2. Compile residential building permit data by type of housing to the most current available figures for Storm Lake and the draw area.
3. Analyze U.S. Census and American Community Survey (ACS) findings collected between 2010 and 2014 (the most recent available). Compile the following:
 - a) Renter-occupied units by contract rent
 - b) Owner-occupied housing units by value
 - c) Owner-occupied housing units by mortgage status
 - d) Housing units by structure and occupancy
 - e) Housing units by occupancy status and tenure
4. Review housing market value data from City/County tax records (if available) or ACS.

5. Interview area housing professionals and other local governmental staff regarding housing conditions, economic development trends, and other factors that affect the local housing markets.
6. Identify the residential land supply and its impact on potential housing production.
7. Conduct a windshield survey of housing properties in Storm Lake. The windshield survey provides a visual assessment of the general conditions of the housing stock. Comment on properties or neighborhoods with code enforcement concerns and other substandard housing issues that have undesirable housing conditions.
8. Discuss the implications of the findings on housing demand in Storm Lake.

F. For-Sale Housing Market Analysis

1. Collect data on housing resale values (single-family and multifamily); examine price distribution and average/median sale price of home resales in Storm Lake and the draw area (Note: this may require assistance from the city or county assessor).
2. Analyze data on the inventory and list price of homes currently for sale.
3. Survey active and recently completed for-sale housing developments (single-family homes, townhomes, twinhomes, etc.) in Storm Lake and the surrounding area; analyze information on product types, lot sizes, home sizes, sale prices, buyer profile, and absorption (if available). For condominium or cooperative products (if any), provide data on building and unit amenities and common areas.
4. Identify Storm Lake's residential lot supply and the impact on potential housing production. Present information on vacant lots by year platted, subdivision, pricing, etc.
5. Identify and survey manufactured home parks in Storm Lake and the draw area (if any). Present information on number of pads, vacant pads, lot pricing, and tenant profile.
6. Identify pending for-sale housing developments in Storm Lake and the draw area, and discuss the likely impact of these developments on the housing market.
7. Interview real estate sales agents, developers, and builders to assess the overall strength of the for-sale housing market, buyer profiles, the impact of foreclosures/short sales on the housing market, desired housing types and price range, and unmet market niches.
8. Based on a windshield survey of homes in Storm Lake and interviews with City staff and Realtors discuss the overall condition of the owner-occupied housing stock in the City.

G. General Occupancy Rental Market Analysis

1. Survey larger (8-units or more) general occupancy rental housing projects, including subsidized (deep subsidy/extremely low income), affordable (shallow subsidy/very low income), workforce housing (80% to 120% of AMI) and market rate developments in the Storm Lake study area. Map locations of the multifamily housing stock.
2. Analyze data collected from the rental survey on year built/remodeled, monthly rents, vacancies, rents per foot, unit types/sizes and features, common area amenities, and resident profiles.
3. Inventory pending rental developments in the Storm Lake area and assess their potential impact on the market.
4. Interview owners/managers of rental housing in the area to assess rental trends and the need for additional rental housing in Storm Lake. Identify appropriate rental rates and the target markets for new rental construction in the community.

H. Senior Housing Market Analysis

1. Inventory existing senior housing developments in the draw area, including subsidized (deep subsidy), affordable (shallow subsidy), and market rate developments in the study area. Projects will include rental and for-sale active adult, congregate, assisted living, and memory care senior housing developments. In addition, collect information on skilled nursing facilities. Map locations of the senior housing stock.
2. Analyze data collected from the survey on year opened, number of units, vacancies, pricing, unit types and features, common-area amenities, services provided (if applicable), and resident profile.
3. Inventory pending senior developments in the draw area and assess their potential impact on the market.
4. Interview managers/sponsors of senior housing in the draw area to assess market trends and the potential need for additional senior housing or skilled nursing care in Storm Lake.

I. Conclusions and Recommendations

1. Quantify demand for housing (subsidized, affordable, and market rate) in Storm Lake through 2025 based on projected employment and household growth trends, existing pent-up demand, turnover/mobility, and estimated replacement needs.
2. Identify potential target markets for new for-sale, rental, and senior housing.
3. Identify potential unmet market niches and discuss the primary deficiencies in the current market situation.
4. Based on lot supply and absorption trends, discuss the current supply and whether more lots should be platted in order to meet projected demand.
5. Suggest an appropriate housing mix by product type (rental, ownership, senior) and price point and discuss the target markets for each.
6. Suggest appropriate development concepts in the short-term (developments needed by 2020) and long-term (2020 to 2025), including number of units, unit mix, unit sizes, sale prices or monthly rents, and in-unit features and common area amenities.

7. Discuss the potential need for public/private partnerships to achieve housing development goals and support economic development in Storm Lake.
8. Discuss housing programs and resources that may be administered by the City of Storm Lake to help achieve housing goals (i.e. home improvement loans, energy and environmental sustainability, fix-up funds, foreclosure assistance, first-time home buyer classes, programs for migrant and seasonal workers, etc.)
9. Provide recommendations on other challenges and opportunities that relate to the housing stock and housing development in Storm Lake.

J. Meetings and Client Contact

1. One kick-off meeting with Client (in person at time of field work or via conference call).
2. Review of the Draft analysis (via conference call or video conference) that would address report findings.
3. Formal presentation to appropriate governing body.
4. Report Preparation.

Total Cost for Comprehensive Housing Needs Analysis **\$16,220.00**

GIS Mapping

Maxfield Research will present key data visually and spatially through GIS mapping. However, Maxfield Research will require assistance from the Client to obtain parcel level data and the county assessor database. We will provide a detailed data request list that will outline the mapping and data needs.

COST OF SERVICES

The work outlined under the Scope of Services will be performed for Sixteen Thousand Two Hundred Twenty Dollars (\$16,220.00), including out-of-pocket expenses for printing, postage, long-distance telephone, data purchases, and an electronic version; but excluding travel expenses (hotel, meals, car rental, fuel, etc.) estimated to not exceed \$700.00. Work completed on the assignment would be billed to the Client monthly as costs are incurred.

Any additional research or meeting time requested by the Client beyond that set forth in the accompanying Scope of Services will be billed at our normal hourly rates for staff time (\$55 to \$150). Any hard copies of the report would be billed to the Client at our direct cost.

The following fee proposal provides a detailed summary of staff hours needed to complete this project. The fee proposal includes a breakdown of costs by project task and Maxfield Research & Consulting, LLC staff assigned to the project. Any future updates to this Study will be con-

tracted for separately, with the cost of services being dependent on timing and the scope of work proposed.

FEE PROPOSAL COMPREHENSIVE HOUSING NEEDS ANALYSIS FOR THE CITY OF STORM LAKE IOWA							
Project Task	Maxfield Research Inc. Staff						Cost by Task
	Mary Bujold <i>President</i>	Matt Mullins <i>Vice-Pres.</i>	Joe Hollman <i>Sr. Analyst</i>	Brian Smith <i>Sr. Analyst</i>	Phyllis Austin <i>Support</i>	Maxfield Research <i>Total</i>	
A. Project Kick-off and Field Visit	0	12	0	0	0	12	\$1,500
B. Review of Past Studies	0	0	0	2	0	2	\$170
C. Demographic Analysis	0	0	2	16	0	18	\$1,610
D. Employment Trends	0	2	2	8	0	12	\$1,180
E. Housing Characteristics and Condition	0	4	0	10	0	14	\$1,350
F. For-Sale Housing Market Analysis	0	14	0	6	0	20	\$2,260
G. General Occupancy Rental Analysis	0	2	2	16	0	20	\$1,860
H. Senior Housing Market Analysis	0	0	2	14	0	16	\$1,440
I. Housing Affordability	0	6	0	4	0	10	\$1,090
J. Conclusions and Recommendations	2	10	2	8	0	22	\$2,480
I. Meetings and Report Preparation	0	8	0	2	2	12	\$1,280
Total Hours	2	58	10	86	2	158	
(times) Hourly Rate	\$150	\$125	\$125	\$85	\$55		
Total Cost for Staff Time	\$300	\$7,250	\$1,250	\$7,310	\$110	\$16,220	
(Plus) Travel Cost (not to exceed)*		\$700				\$700	
Total Cost for Staff Time plus Travel	\$300	\$7,950	\$1,250	\$7,310	\$110	\$16,920	

*Mileage billed at the standard IRS rate of \$0.54 per mile (2016).

WORK PRODUCT

Findings will be presented in an electronic PDF format; hard bound copies are optional. The Comprehensive Housing Needs Analysis is accepted by many lenders, limited partners, investors or governmental bodies who require such documentation to satisfy their financing criteria.

COMPLETION TIME

The work outlined under Scope of Services will be completed in draft form within 120 to 140 days of the execution of this agreement unless delayed by unexpected emergencies, forces beyond the control of the parties, or by written agreement of the parties.

A final report would be issued within two weeks of receiving all comments and feedback from the Client.

PROPOSED COMPLETION TIMEFRAME COMPREHENSIVE HOUSING NEEDS ANALYSIS FOR THE CITY OF STORM LAKE IOWA																				
Project Task	Month 1				Month 2				Month 3				Month 4				Month 5			
	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4
A. Project Kickoff and Field Visit	●																			
B. Review of Past Studies	●																			
C. Demographic Analysis		●																		
D. Employment Trends			●																	
E. Housing Characteristics & Condition				●																
F. For-Sale Market Analysis					●															
G. GO Rental Market Analysis						●														
H. Senior Market Analysis							●													
I. Conclusions and Recommendations													●							
J. Delivery of Draft Report																	●			
K. Formal Presentation																			●	

PAYMENT

All costs including staff time and out-of-pocket expenses billed on a monthly basis shall be payable to Maxfield Research & Consulting, LLC within fifteen (15) days of receipt of an invoice showing the work completed and the cost of the work. A finance charge of one and one-half percent (1.5%) per month will be added to the unpaid balance of each invoice not paid within thirty (30) days. All invoices are sent via email. A current email address needs to be supplied to Maxfield Research for billing purposes. A final invoice will be sent with the release of the draft report.

DISCLAIMER

The objective of this research assignment is to gather and analyze as many market components as is reasonable within the time limits and projected staff hours set forth in this agreement. We assume no responsibility for matters legal in character. The property/land is assumed to be free and clear of any indebtedness, liens or encumbrances; and good and marketable title and competent management are assumed, unless otherwise stated. If building plans or site plans are included in the report, they are to be considered only approximate and are submitted to assist the reader in visualizing the property.

We assume no responsibility for the accuracy of any building or site plans. Certain information and statistics contained in the report, which are the basis for conclusions contained in the report, will be furnished by other independent sources. While we believe this information is reliable, it has not been independently verified by us and we assume no responsibility for its accuracy.

The conclusions in the report are based on our best judgments as market research consultants. Maxfield Research & Consulting, LLC disclaims any express or implied warranty of assurance or

representation that the projections or conclusions will be realized as stated. The result of the proposed project may be achieved, but also may vary due to changing market conditions characteristic of the real estate industry, changes in facts that were the basis of conclusions in this report, or other unforeseen circumstances. In the event payment is not received on a timely basis, Maxfield Research & Consulting, LLC shall be entitled to a lien against the subject property.

This agreement will be construed according to the laws of the State of Minnesota.

TERMINATION

This agreement may be terminated upon written notification of either party to the other. In the event of termination, the Client will pay Maxfield Research & Consulting, LLC for staff hours performed at the firm's normal hourly rates, plus all expenses incurred through the date of termination.

If this proposal meets with your approval, please sign and return one copy to the offices of Maxfield Research & Consulting, LLC

The price terms of this agreement shall remain in effect for a period of 90 days from the date shown at the top of this document.

Agreed to this _____ day of _____ 2016.

MAXFIELD RESEARCH & CONSULTING, LLC

CITY OF STORM LAKE



Matt Mullins
Vice President

Mr. James H. Patrick
City Manager

SELECTED HOUSING STUDIES / REFERENCES
Maxfield Research & Consulting, LLC

- | | |
|--|-------------|
| 1. Comprehensive Housing Study for Marion County, Iowa | 2016 |
| Client: Marion County Economic Development Commission | |
| Contact: Carla Eysink, (641) 828-2257 | |
| 2. Comprehensive Housing Study for Estherville, Iowa | 2015 |
| Client: Iowa Lakes Corridor Development Corporation | |
| Contact: Kiley Miller, (712) 264-3474 | |
| 3. Comprehensive Housing Study for Manchester, Iowa | 2015 |
| Client: City of Manchester | |
| Contact: Timothy Vick, (563) 927-3636 | |
| 4. Comprehensive Housing Study for Wright County, Iowa | 2014 |
| Client: Wright County Economic Development | |
| Contact: Brad Hicks, (515) 532-6422 | |
| 5. Comprehensive Housing Study for the City of Iowa Falls, Iowa | 2014 |
| Client: Iowa Falls Area Development Corporation | |
| Contact: Cindy Litwiller, (641) 373-3455 | |
| 6. Comprehensive Housing Study for the City of Waverly, Iowa | 2014 |
| Client: City of Waverly | |
| Contact: Phil Jones, (319) 352-9211 | |
| 7. Comprehensive Housing Study for Henry County, Iowa | 2014 |
| Client: Mount Pleasant Area Chamber Alliance | |
| Contact: Kiley A. Miller, (319) 385-3101 | |
| 8. Comprehensive Housing Study for Olmsted County, Minnesota | 2014 |
| Client: Olmsted County Community Services, Mayo Clinic & Rochester Area Foundation | |
| Contact: Paul Fleissner, (507) 328-6350 | |
| 9. Housing Market Analysis and Demand Estimates for Owatonna, Minnesota | 2013 |
| Client: Owatonna HRA/Community Development | |
| Contact: Troy Klecker, (507) 774-7316 | |
| 10. A Comprehensive Housing Study for Austin, Minnesota | 2013 |
| Client: Austin HRA/Community Development Dept. | |
| Contact: Craig Hoium, (507) 437-9952 | |

- | | |
|---|-----------------|
| 11. A Comprehensive Housing Study for Lyon County, Iowa | 2013 |
| Client: Lyon County Economic Development | |
| Contact: Steve Simons (712), 472-8546 | |
|
12. Housing Needs Assessment for the North Dakota Planning Region VI |
2013 |
| Client: South Central Dakota Regional Council (Jamestown, ND) | |
| Contact: Becky Thatcher-Keller, (701) 952-8060 | |
|
13. Comprehensive Housing Needs Analysis for Hutchinson, Minnesota |
2012 |
| Client: City of Hutchinson & Hutchinson HRA | |
| Contact: Jean Ward, (320) 234-4451 | |
|
14. Comprehensive Housing Needs Analysis for Cherokee, Iowa |
2012 |
| Client: City of Cherokee, Iowa | |
| Contact: Don Eikmeyer, (712) 225-5749 | |
|
15. Comprehensive Housing Study for Rock Rapids, Iowa |
2011 |
| Client: Rock Rapids Development Corporation | |
| Contact: John Hulshof, (712) 470-3762 | |

--APPENDIX--

Over 32 years of Experience Offering Solutions to your Real Estate Challenges

Maxfield Research & Consulting is a full-service research firm providing timely and comprehensive real estate market information and analysis that is critical to the success of our clients. With over 32 years of experience in real estate market feasibility and consulting, our expertise enables us to offer solutions to difficult challenges. We assess the needs of each project, anticipate problems and provide solutions. We work closely with each client to assure our research data and analysis provide exactly the information needed in planning and developing new projects. We provide customized studies designed to deliver strategic framework for each of our clients' objectives to optimize land use and value of their real estate needs.

Developing dynamic relationships and delivering strategic solutions has earned us our clients' confidence in our expertise. Our broad experience and varied customer base includes public, private and institutional clients seeking crucial information in making decisions regarding the latest trends in the real estate industry.

Maxfield is a local, regional, national and international player in the real estate consulting industry.

Our Clients

Public Sector—recommendations provide decision makers a guide to future planning. Strategic counsel on market trends and real estate activities assists clients with a value added service

Private Sector—provides clients with objective and unbiased advice to position themselves to maximize opportunity and reduce risk

Institutional Sector—extensive experience serving broad spectrum of clients with unique organizational needs.

Examples of Our Services

Residential—Assist with information on multifamily, senior housing, tax credit, master planned communities, residential scenarios and more.

Commercial—Analysis for retail, office, industrial and hotel space working with private developers on specific projects

Land Use—Highest and best use assessments, redevelopment and development issues, collaborating with planning consultants to provide market data and support land use recommendations.

Special—Providing expert testimony and litigation support, economic impact analysis, financial pro-formas, etc.

Consulting Services—custom analysis according to specific needs, specified aspects regarding floor plans, unit mix, premium pricing assessments, competitive shopping and more.

MAXFIELD RESEARCH & CONSULTING LLC

7575 Golden Valley Road
Suite 385
Golden Valley, MN 55427
www.maxfieldresearch.com

Phone: 612-338-0012
Fax: 612-904-7979

Our Staff

Mary Bujold, President

Matt Mullins, Vice President &
Business Development

Joe Hollman, Senior Associate

Brian Smith, Senior Associate

David Sajevic, Associate

Rob Wilder, Associate

Mace Wescott, Associate

Jessica Van Voorhis, Associate

Phyllis Austin, Office Manager/Corp Acct

Research that breaks ground....

Maxfield Research & Consulting

Research that breaks ground....

General Background

Mary has 31 years of experience in real estate research and consulting and is considered a market expert in the field of residential real estate and in market analysis for financial institutions. She regularly testifies as an expert witness for eminent domain, tax appeal and other types of real estate litigation.

As President, she heads projects for large-scale land use and redevelopment studies including downtown revitalization for private developers and municipalities as well as private developers and universities on their student housing needs.

Mary frequently gives presentations at seminars and workshop sessions on current real estate market topics.

Experience

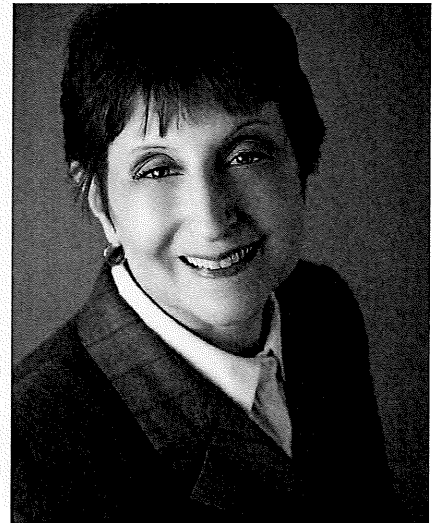
Large-Scale Redevelopment
Master-Planned Communities
Rental Housing
Condominium Housing
Senior Housing
Student Housing
Financial Institutions
Expert Testimony and Litigation Support
Comprehensive Housing Needs
Retail Analysis
Downtown Revitalization
Industrial Analysis
Fiscal Impact Analysis



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E-mail: mbujold@maxfieldresearch.com



Mary Bujold
President

Professional Designation and Appointments

Counselors of Real Estate (CRE)
CRE Board of Directors – 2-year term
Editor-Real Estate Issues Journal
Housing Development Committee-Project for Pride in Living

Professional Organizations

Counselors of Real Estate (CRE)
National Association of Realtors (NAR)
Minnesota Association of Realtors (MAR)
Minneapolis Area Association of Realtors (MAAR)
National Historic Trust – Main Street Center

Education

Bachelor of Arts in Business Administration
Marquette University

Masters of Business Administration
University of Minnesota

Maxfield Research & Consulting LLC

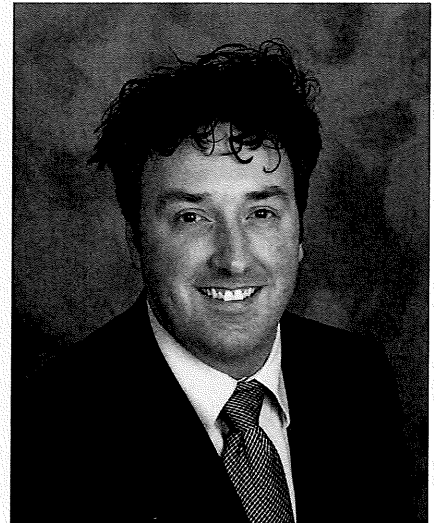
Research that breaks ground....

General Background

Matt Mullins brings over 18 years of real estate consulting and advisory service experience to Maxfield Research Inc. Matt has managed and directed real estate analysis projects locally, regionally, and nationally for a broad spectrum of private and public sector clients. Matt's experience canvasses a variety of real estate and land use types, including: single-family and multifamily housing, commercial, industrial, mixed-use, hospitality, entertainment, tourism, transit-oriented developments, among others.

Matt is a trusted advisor whom industry leaders regularly rely on his forthright insight into the real estate market. Matt frequently presents real estate findings and emerging trends to public sector entities and professional trade organizations. In addition to his strategic research and consulting responsibilities, Mr. Mullins also manages and implements business development strategies and marketing initiatives for Maxfield. Furthermore, Matt oversees and mentors other Maxfield advisors.

Mr. Mullins joined Maxfield January 2003. Prior to joining Maxfield, Matt previous experience was as a consultant for other nationally and globally-based advisory service firms providing real estate advisory services.



Matt Mullins
Vice President &
Business Development

Experience

Highest & Best Use Studies
Comprehensive Housing
Redevelopment and Adaptive Reuse
Master-planned Communities
Apartments & Condominiums
Senior Housing & Retirement Communities
Single-family Homes & Townhomes
Retail, Commercial, & Industrial
Hospitality & Conference Centers
Golf Courses & Marinas
Mixed-use Development
Transit-Oriented Development
Resort/2nd Home Communities
Student Housing
Financial Analysis



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Fax: 612-904-7979
E-mail: mmullins@maxfieldresearch.com

Professional Organizations

Urban Land Institute (ULI)
Sensible Land Coalition (SLUC)
National Association of Realtors (NAR)
Minnesota Association of Realtors (MAR)
Minneapolis Association of Realtors (MAAR)
Builders Association of the Twin Cities (BATC)
National Association of Home Builders (NAHB)

Education

Bachelor of Arts in Urban Studies & Geography
St. Cloud State University

Mini-Masters in Real Estate Development
Mini-Masters in Investment Real Estate
University of St. Thomas

Registration and Licenses

Licensed Real Estate Broker in the State of Minnesota

Maxfield Research & Consulting LLC

Research that breaks ground....

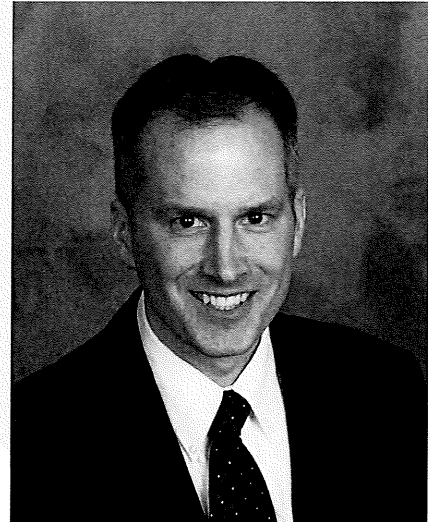
General Background

As a former city planner and commercial real estate professional, Joe has nearly 20 years of experience in the research, analysis and presentation of data relevant to the real estate industry. He has expertise in commercial real estate, housing, city planning, Geographic Information Systems mapping and demographic analysis.

Prior to joining Maxfield Research, Joe was a member of the national research team for Cushman & Wakefield, one of the world's largest commercial real estate firms. In this role, he conducted research and analyses focusing on the office, industrial and retail real estate markets in the Twin Cities Metropolitan Area. Before joining the commercial real estate industry, Joe was a planner for the following organizations: City of Columbia Heights, Minnesota; Arrowhead Regional Development Commission in Duluth, Minnesota; and, Peoria County, Illinois. As a planner, he contributed to the creation of multiple comprehensive plans, land use studies, zoning ordinances and site assessments.

Experience

Retail, Office and Industrial Real Estate
Hotel Feasibility
General Occupancy Rental Housing
Market Potential Analyses
Comprehensive Housing Plans
Senior Housing and Retirement Communities
For-Sale Housing
Student Housing



Joe Hollman
Senior Associate

Education

Bachelor of Science in Geography
University of Wisconsin at La Crosse



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Maxfield Research & Consulting LLC

Research that breaks ground....

General Background

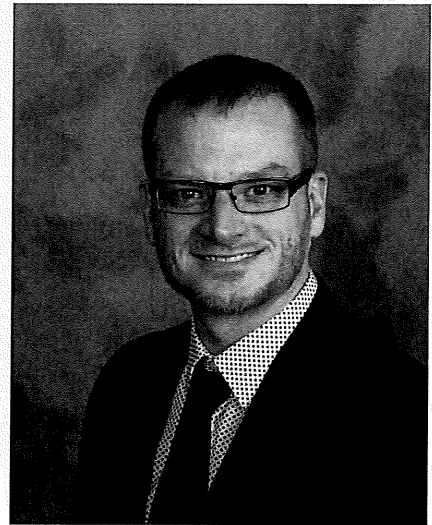
Brian Smith has 15 years of experience in real estate research and consulting with Maxfield Research Inc.

Brian imparts his expertise in all product types provided by Maxfield Research Inc. Brian has conducted analysis and consulting on studies locally, regionally, and nationally for both public and private sector clients.

Brian directs analysis on studies including affordable and market rate rental housing, for-sale housing, senior housing, comprehensive housing needs, retail, commercial, industrial, transit-oriented development, and banking feasibilities.

Experience

Senior Housing & Retirement Communities
Comprehensive Housing Plans
Affordable & Market Rate Apartments
Condominiums
Financial Institutions
Highest & Best Use Studies
Adaptive Reuse and Redevelopment
Master-planned Communities
Retail, Commercial, & Industrial
Mixed-use Development
Transit-Oriented Development
Single-family Homes & Townhomes
Student Housing



Brian Smith
Senior Associate

Education

Bachelor of Science in Marketing
Minnesota State University



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