

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
APRIL 3, 2017
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. **Resolution No. 90-R-2016-2017 to Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. **Motion Authorizing a Noise Variance at Buena Vista University**
 - D. **Resolution No. 90-R-2016-2017 Authorizing The Use Of Chautauqua Park And Other Requests Associated With The 2017 Buena Vista University Fiesta Latina Event**
 - E. **Resolution No. 90-R-2016-2017 Authorizing Sidewalk Sales, Food Vending And A Noise Variance For The Zone Home Entertainment**
3. **Motion To Set A Public Hearing On Water Rate Study And Rate Increase Recommendations**
4. **Motion Setting Public Hearing On A Proposed Text Amendment And Zoning Change To The Storm Lake Zoning Ordinance & Zoning Map**
5. **Resolution No. 91-R-2016-2017 Acknowledging the 2017 Business 71 Culvert Replacement Project Bid**
6. **Resolution No. 92-R-2016-2017 Approving The Contract For The North Central Stormwater Improvement Phase 2 Project**
7. **Public Hearing On The Plans, Specifications, Form Of Contract, And Estimated Cost For 13th Street Extension**
8. **Resolution No. 93-R-2016-2017 Approving Plans, Specifications, Form Of Contract, And Estimated Cost For 13th Street Extension**
9. **Ordinance No. 05-O-2016-2017 Repealing Current Franchise, Granting A New Franchise To Mid American Energy, And Increasing The Franchise Fee**
10. **Ordinance No. 06-O-2016-2017 Repealing Current Franchise, Granting A New Franchise To Interstate Power And Light Company, And Increasing The Franchise Fee**
11. **Ordinance No. 07-O-2016-2017 Repealing Current Franchise, Granting A New Franchise To Iowa Lake's Electric Cooperative, And Increasing The Franchise Fee**
12. 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

4/3/2017

Agenda Item # A.



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

FROM: Mayra Martinez, City Clerk

SUBJECT: **Resolution No. 90-R-2016-2017 to 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 the March 20th, March 21, and the March 27th City Council Minutes
- Approve liquor license renewal for Restaurante La Original and Puffs
- Approve the noise variance request from BVU Block Party (see attached staff summary)
- Approve the request associated with the 2017 Buena Vista University Fiesta Latina Event (see attached staff summary)
- Approve sidewalk sales, food vending, and a noise variance for The Zone Entertainment summer promotion (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$447,646.06
- King's Pointe Bills - \$203,698.61
- Sunrise Pointe Golf Course Bills - \$3,493.41

The City will receive the following revenues:

- Liquor license renewal - \$1,182.50

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Resolution No. 90-R-2016-2017	Resolution
☐ List of Bills	List of Bills
☐ List of Bills - King's Pointe & Sunrise Golf Course	List of Bills
☐ Minutes - March 20, 2017	Minutes

- ▢ Minutes - March 21, 2017
- ▢ Minutes - March 27, 2017
- ▢ Restaurante La Original Liquor Report
- ▢ Puffs Liquor Report

- Minutes
- Minutes
- Backup Material
- Backup Material

RESOLUTION NO. 90-R-2016-2017

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

To approve the Consent Agenda which includes the list of bills, list of King's Pointe and Sunrise Pointe Golf Course bills and to prorate to the appropriate funds.

To further approve the minutes as presented to the Council for the regular City Council meeting March 20, 2017 and the special City Council meeting for March 21, 2017 and March 27, 2017.

To further approve liquor license renewals for Restaurante La Original and Puffs

To further approve a noise variance for Buena Vista University Block Party scheduled for Saturday, May 6, 2017 between the hours of 2:00 pm and 11:00 pm for outdoor amplified entertainment in the central campus area.

To further approve the request for the 2017 Buena Vista University Fiesta Latina scheduled for Saturday, April 22, 2017 from 1:00 pm to 7:00 pm at Chautauqua Park. Permission to use Chautauqua Park, food vending, inflatables, informational booths, attractions and other entertainment within the venue. Noise variance for outdoor, amplified entertainment, and announcements within the venue from 9:00 am to 8:00 pm. Closure of Chautauqua Park Road from Hudson Street west of Lakeshore Drive and support from the Parks and Police Department.

To further approve the request authorizing sidewalk sales, food vending, and a noise variance for The Zone Home Entertainment located at 700 Lake Avenue for a summer promotion. Permission for sidewalk displays and sales, food sample distribution, and a noise variance for outdoor entertainment for Thursdays from 4:00 pm until 8:00 pm and Saturdays from 12:00 pm until 5:00 pm from April 13, 2017 until May 27, 2017.

PASSED AND APPROVED this 3rd day of April, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

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

Checks for Approval Report

From: 03/21/17 To 04/03/17
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00555.03.2017 Aflac Pretax	403.52
AFLAC	PR Batch 00555.03.2017 Aflac After tax	71.78
City of Storm Lake	PR Batch 00555.03.2017 Dental employee/child	6.00
City of Storm Lake	PR Batch 00555.03.2017 Dental insurance employee c	24.96
City of Storm Lake	PR Batch 00555.03.2017 Dental employee/spouse	12.78
City of Storm Lake	PR Batch 00555.03.2017 Dental insurance family	76.67
City of Storm Lake	PR Batch 00555.03.2017 125 Flexible Benefits	679.82
City of Storm Lake	PR Batch 00555.03.2017 Flex- Child Care	269.15
City of Storm Lake	PR Batch 00555.03.2017 Health Insurance Family	1,721.72
City of Storm Lake	PR Batch 00555.03.2017 Health Insurance Single	542.52
Collection Services Center	PR Batch 00555.03.2017 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00555.03.2017 Cancer Pre Tax Insurance	20.59
EFTPS	PR Batch 00555.03.2017 Federal Income Tax	9,603.95
EFTPS	PR Batch 00555.03.2017 FICA Employee Portion	3,308.95
EFTPS	PR Batch 00555.03.2017 FICA Employer Portion	3,308.95
EFTPS	PR Batch 00555.03.2017 Medicare Employee Portion	1,353.21
EFTPS	PR Batch 00555.03.2017 Medicare Employer Portion	1,353.21
ICMA Retirement Trust 457	PR Batch 00555.03.2017 ICMA	1,275.00
Iowa Public Employees	PR Batch 00555.03.2017 IPERS	3,284.69
Iowa Public Employees	PR Batch 00555.03.2017 IPERS City Share	4,929.68
ITT Hartford AMS RPVA	PR Batch 00555.03.2017 457 Hartford	350.00
Muni Fire/Police Retire	PR Batch 00555.03.2017 Muni Police/Fire Pension	3,317.80
Muni Fire/Police Retire	PR Batch 00555.03.2017 Muni Police/Fire Pension Ci	9,148.69
Treasurer State Of Iowa	PR Batch 00555.03.2017 State Income Tax	3,595.36

UNAVAILABLE

Department Total = 48,881.00

Police Department

Alpha Wireless	New Squad Car Electronics	668.00
Alta Body Shop	February 2017 Towing Services	1,475.00
Central Iowa Distributing, Inc	Cleaning Supplies	299.10
Cintas First Aid & Safety	First Aid Supplies	65.71
City of Storm Lake	Health Ins Allocations Apr2017	23,897.92
City of Storm Lake	Service P-4	43.59
Color-ize Inc	Business Cards	166.25
Color-ize Inc	Envelopes	116.15
Edwards Storm Lake	2017 Chevy Tahoe- PD	38,024.26
Graham Tire	New Tires (2) #13	300.10
Hy-Vee, Inc	Supplies	10.67
Intl Assn Chiefs of Police	2017 Membership- Cole #2086431	150.00
Jack's Uniforms & Equipment	Patches- E-Team	147.00
Jack's Uniforms & Equipment	Uniform- Bauer	203.79
Jack's Uniforms & Equipment	Uniform- Bravo	160.69
Jack's Uniforms & Equipment	Uniform- McDonald	161.69
Jack's Uniforms & Equipment	Uniform- Molina	161.69
Jack's Uniforms & Equipment	Uniform- Anderson	161.69
Jack's Uniforms & Equipment	Uniform- Holster- Cole	148.95
Jack's Uniforms & Equipment	Flashlight- Cole	123.94
Jack's Uniforms & Equipment	Uniform- Holster- Cole	210.89
Jack's Uniforms & Equipment	Band- Bauer	11.94
Jack's Uniforms & Equipment	Insignia- Bauer	16.89
JNB Acquisition Corporation	Copier Maintenance Agreement	142.72
JNB Acquisition Corporation	Copier Maintenance Agreement	286.50
Mangold Environmental Testing	Shipping	12.91
Mangold Environmental Testing	Shipping	13.00
Mangold Environmental Testing	Shipping	7.20

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Mangold Environmental Testing	Shipping	6.48
MidAmerican Energy Company	Electric Service Jan/Feb 2017	744.78
O'Reilly Auto Parts	Lights	7.96
O'Reilly Auto Parts	Lights	74.19
O'Reilly Auto Parts	Lights	18.28
O'Reilly Auto Parts	Lights	10.80
O'Reilly Auto Parts	Wiper Blades	75.88
Principal Life Ins Co	Insurance Premium Apr 2017	2,253.98
Rasmussen's	P-13 Replaced Timer Chains & Actuators	2,973.77
Rasmussen's	Alignment	62.39
Smoking Hereford LLC	Meeting Expense- Less Tax	319.41
Storm Lake Bakery	Meeting Supplies	25.79
Wal Mart #01-1526	Supplies	36.88
Wal Mart #01-1526	Clock	3.88
Wal Mart #01-1526	Supplies	10.11
Wal Mart #01-1526	Supplies	17.97
Wal Mart #01-1526	Supplies	25.74
Wede's Lock Service Joe	Keys	125.00

Police Department

Department Total = 73,981.53

Fire Department

Arnold Motor Supply, LLP	Spark Plugs & Air Filter for Engine 74	35.70
Bomgaars Supply, Inc	Key	1.99
Central Iowa Distributing, Inc	Cleaning Supplies	109.60
City of Storm Lake	Health Ins Allocations Apr2017	2,193.42
Crescent Electric Supply Co	Lights	24.17
Crescent Electric Supply Co	Lights Returned	-12.09
Electronic Engineering	Radio Repairs	133.75
Electronic Engineering	New Pager	419.00
Hy-Vee, Inc	Supplies	39.96
Hy-Vee, Inc	Supplies	39.96
Julius Dennis R.	Laundry Services	69.88
Keller Ken	Seat Cover	85.31
Keller Ken	Heater Repairs	188.49
KSL Convenience LLC	Ice	11.98
Midwest Breathing Air LLP	Quarterly Air Testing	194.90
Principal Life Ins Co	Insurance Premium Apr 2017	184.54
Stanton Electric, Inc	Lights	119.28

Fire Department

Department Total = 3,839.84

Building Official

City of Storm Lake	Health Ins Allocations Apr2017	2,168.17
Principal Life Ins Co	Insurance Premium Apr 2017	140.21

Building Official

Department Total = 2,308.38

Animal Care

Johnson Dianne	Bd & Disp of Cats & Dogs	420.00
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Animal Care

Department Total = 420.00

Law Enforcement

Buena Vista Co Attorney	SL 16-1698	28.58
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Buena Vista Co Attorney	SL 16-1697	63.69
Buena Vista Co Attorney	SL 16-1699	98.57
Buena Vista Co Attorney	SL 16-1700	31.00
Buena Vista Co Attorney	SL 16-1701	35.34
Buena Vista Co Attorney	SL16-1701	348.54
Buena Vista Co Attorney	SL16-0976	572.35
Iowa Dept of Justice Attorney General's Office	Case SL16-1698	12.70
Iowa Dept of Justice Attorney General's Office	Case SL16-1697	24.50
Iowa Dept of Justice Attorney General's Office	Case SL16-1699	40.00
Iowa Dept of Justice Attorney General's Office	Case SL16-1700	10.00
Iowa Dept of Justice Attorney General's Office	Case SL16-1701	11.90
Iowa Dept of Justice Attorney General's Office	Case SL16-1701	151.10
Iowa Dept of Justice Attorney General's Office	Case SL16-0976	250.50
Phalanx International	Ballistic Helmet	439.99

Law Enforcement **Department Total =** 2,118.76

Crime Prevention

Avery Howard	Training- Chaplain- Avery	233.24
Buena Vista University	Coffee With a Cop- 3/20/2017	353.76
Foremost Promotions	Vinyl Key Tag	456.20
Hy-Vee, Inc	Supplies- Less Tax	73.56
Storm Lake Bakery	Retirement Supplies	179.00

Crime Prevention **Department Total =** 1,295.76

Roadway Maintenance

Bolton & Menk, Inc	Prelim & Final Design Services through 3/9/2017	1,707.50
Bolton & Menk, Inc	Design Services through 3/9/2017	276.00
Central Iowa Distributing, Inc	Cleaning Supplies	400.30
Cintas First Aid & Safety	First Aid Supplies	88.11
City of Storm Lake	Health Ins Allocations Apr2017	6,799.17
City of Storm Lake	Replace Leaking Hose #T-3	523.06
CNH Industrial America LLC	Chain	45.51
CNH Industrial America LLC	Clutch, Filter, & Supplies	220.14
CNH Industrial America LLC	Fittings	19.75
Fastenal Company	Supplies	6.11
Fastenal Company	Supplies	5.00
General Traffic Controls Inc	Rairoad & Lake Traffic Signal Relacement	2,861.72
JNB Acquisition Corporation	Copier Maintenance Agreement	23.71
MidAmerican Energy Company	Electric Service Jan/Feb 2017	518.49
Principal Life Ins Co	Insurance Premium Apr 2017	446.36
Stanton Electric, Inc	Traffic Signal Repairs	55.90
Wal Mart #01-1526	Supplies	42.43
Winther, Stave & Co, LLP	Audit Services through 3/23/2017	600.00

Roadway Maintenance **Department Total =** 14,639.26

Street Lighting

MidAmerican Energy Company	Electric Service Jan/Feb 2017	13,610.70
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Street Lighting **Department Total =** 13,610.70

Snow Removal

City of Storm Lake	Charging System Repairs #59S	327.17
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City of Storm Lake	Hyd Repairs #59S	76.87
City of Storm Lake	Health Ins Allocations Apr2017	2,228.08
Principal Life Ins Co	Insurance Premium Apr 2017	112.87
Sta-Mel Enterprises, Inc	Deicing Salt	1,732.33

Snow Removal	Department Total =	4,477.32
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Airport

Bart's Flying Service	Operator Contract March 2017	5,063.04
City of Storm Lake	Brake System Repairs #A-7	429.05
Iowa Public Airport Assn	IPAA Annual Conference Registration- Anson	99.00
MidAmerican Energy Company	Electric Service Jan/Feb 2017	639.25
Seneca Companies LLC	Probe Wire Installation	298.00
Wal Mart #01-1526	Supplies	26.68

Airport	Department Total =	6,555.02
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Library

Baker & Taylor, Inc	Books	9.49
Baker & Taylor, Inc	Books	65.14
Barnes & Noble Booksellers, Inc	Books	409.23
Barnes & Noble Booksellers, Inc	Books	12.00
Barnes & Noble Booksellers, Inc	Books	5.99
Barnes & Noble Booksellers, Inc	Books Returned	-12.80
Brodart Co	Books	36.83
Brodart Co	Books	152.93
Brodart Co	Books	163.47
Brodart Co	Books	70.25
City of Storm Lake	Health Ins Allocations Apr2017	5,668.83
Control System Specialists, LLC	Boiler Repairs	190.00
Custodian of Petty Cash Kim Mehlenbacher	February 2017 Postage	176.54
Ebsco Industries Inc	Core Collection- 5 Pack	1,253.00
Freese Ruth	Homebound Delivery Mileage- Freeze	12.84
Ingram Library Services, Inc	Books	22.36
Ingram Library Services, Inc	Books	18.83
Ingram Library Services, Inc	Books	16.72
Ingram Library Services, Inc	Books	20.64
Ingram Library Services, Inc	Books	18.63
Ingram Library Services, Inc	Books	14.19
Ingram Library Services, Inc	Books	15.20
Ingram Library Services, Inc	Books	18.04
Ingram Library Services, Inc	Books	18.57
Ingram Library Services, Inc	Books	21.07
Ingram Library Services, Inc	Books	12.12
Ingram Library Services, Inc	Books	16.92
Iowa Office Supply Inc	Paper	36.90
MidAmerican Energy Company	Electric Service Jan/Feb 2017	698.54
Midwest Tape LLC	DVDs	181.92
Midwest Tape LLC	DVDs	65.07
Midwest Tape LLC	DVDs	41.99
Midwest Tape LLC	DVDs	15.74
Midwest Tape LLC	DVDs	99.98
Principal Life Ins Co	Insurance Premium Apr 2017	197.75
Recorded Books LLC	CDs	31.50
Recorded Books LLC	CDs	40.49
State Library of Iowa	Kids First Conference- Des Moines- Miller	50.00
Turnquist Laura	Homebound Deliveries February 2017	12.84

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Library

Department Total = 9,899.75

Agencies

Witter Gallery Inc 4th Quarter FY2017 (Final) 2,000.00

Agencies

Department Total = 2,000.00

Parks Department

Arnold Motor Supply, LLP	Supplies	7.49
Bomgaars Supply, Inc	Supplies	54.84
Bomgaars Supply, Inc	Plug & Supplies	19.88
Bomgaars Supply, Inc	Keys	5.97
Builders Sharpening & Service	Tie Rod Assembly	181.37
Central Iowa Distributing, Inc	Pet Waste Bags & Supplies	596.60
City of Storm Lake	Health Ins Allocations Apr2017	2,176.00
Inquirehire	Background Checks	34.50
MidAmerican Energy Company	Electric Service Jan/Feb 2017	290.42
Principal Life Ins Co	Insurance Premium Apr 2017	199.68
R & R Products, Inc	Pole Saw	272.95
R & R Products, Inc	Bushing	26.81
R & R Products, Inc	Seal	45.60

Parks Department

Department Total = 3,912.11

Golf Course

Arnold Motor Supply, LLP	Belt	16.98
Bomgaars Supply, Inc	Wheels	30.36
Bomgaars Supply, Inc	Fittings & Supplies	7.18
Bomgaars Supply, Inc	Tape & Supplies	10.24
Bomgaars Supply, Inc	Supplies	29.99
City of Storm Lake	Health Ins Allocations Apr2017	620.50
Fastenal Company	Supplies	2.90
Inquirehire	Background Checks	31.00
MidAmerican Energy Company	Electric Service Jan/Feb 2017	327.56
Plumbing & Heating Wholesale, Inc	Valve	6.74
Plumbing & Heating Wholesale, Inc	Ball Valve	159.42
Plumbing & Heating Wholesale, Inc	Gauge	18.27
Power Solutions, Inc	Ball Bearings, Pump Shaft, & Supplies- Less Tax	578.52
Principal Life Ins Co	Insurance Premium Apr 2017	72.69
Utility Equipment Co	Flange & Gasket	121.60

Golf Course

Department Total = 2,033.95

Campgrounds

Box Elder Valley, Inc	Advertising	300.00
City of Storm Lake	Health Ins Allocations Apr2017	206.92
Grainger Inc W.W.	Supplies	283.29
I&S Group, Inc.	Engineering through 2/25/2017- Storm Sewer Improve	239.50
MidAmerican Energy Company	Electric Service Jan/Feb 2017	172.61
Principal Life Ins Co	Insurance Premium Apr 2017	24.23

Campgrounds

Department Total = 1,226.55

UNAVAILABLE

City of Storm Lake
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MidAmerican Energy Company	Electric Service Jan/Feb 2017	978.10
UNAVAILABLE		Department Total = 978.10
Shelter House		
MidAmerican Energy Company	Electric Service Jan/Feb 2017	144.36
Shelter House		Department Total = 144.36
Library Memorial		
Century Business Products,Inc	Copier Maintenance Agreement (Partial)	15.00
Century Business Products,Inc	Copier Maintenance Agreement (Partial)	15.00
Library Memorial		Department Total = 30.00
TIF		
MidAmerican Energy Company	Electric Service Jan/Feb 2017	26.96
TIF		Department Total = 26.96
Dredging		
City of Storm Lake	Health Ins Allocations Apr2017	158.42
Principal Life Ins Co	Insurance Premium Apr 2017	20.73
Dredging		Department Total = 179.15
Mayor, Council, Manager		
City of Storm Lake	Health Ins Allocations Apr2017	22.82
Principal Life Ins Co	Insurance Premium Apr 2017	50.88
Mayor, Council, Manager		Department Total = 73.70
Policy & Administration		
City of Storm Lake	Health Ins Allocations Apr2017	1,582.25
Principal Life Ins Co	Insurance Premium Apr 2017	113.16
Policy & Administration		Department Total = 1,695.41
Legal Services		
Ahlers & Cooney, P.C.	Amend #6 to Industrial Park URP	3,531.00
Legal Services		Department Total = 3,531.00
City Hall Building		
MidAmerican Energy Company	Electric Service Jan/Feb 2017	474.11
Steve's Window Svc	Window Cleaning Services	37.00
City Hall Building		Department Total = 511.11
Other Policy & Administration		

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Auditor State of Iowa	Audit Filing Fee	850.00
Bolton & Menk, Inc	On-Call Engineering Services- 5th & Russell Park	585.00
Bolton & Menk, Inc	On-Call Engineering Services- Trail Systems Concept	1,346.00
Fridley Theatres, Inc RL	Employee Discount Tickets	600.00
Iowa League of Cities	Order #8333- 7/17/2017 Conference- Oakleaf	60.00
Iowa Office Supply Inc	Office Supplies	41.83
JNB Acquisition Corporation	Copier Maintenance Agreement	23.70
King's Pointe Resort	Legislative Breakfast	51.45
NW IA League of Cities	January 2017 Meeting Expense	45.00
Paxton's Jewelry	Retirement Clock- Erskine	145.00
Pizza Hut	Safety Bingo Supplies	190.45
Qualified Presort Service, LLC	City Tidbits	204.53
Wal Mart #01-1526	Supplies	15.28
Wal Mart #01-1526	Supplies	14.42
Wal Mart #01-1526	Supplies	43.60
Wal Mart #01-1526	Supplies Returned	-2.78

Other Policy & Administration

Department Total = 4,213.48

Water Administration

Buena Vista Co Attorney	City Collections	391.02
City of Storm Lake	Health Ins Allocations Apr2017	3,090.49
Iowa Office Supply Inc	Office Supplies	41.82
JNB Acquisition Corporation	Copier Maintenance Agreement	23.70
Principal Life Ins Co	Insurance Premium Apr 2017	226.28
Qualified Presort Service, LLC	Monthly Statements	390.08
Winther, Stave & Co, LLP	Audit Services through 3/23/2017	600.00

Water Administration

Department Total = 4,763.39

Water Plant

Chem-Sult Inc	Chemicals	3,712.22
City of Storm Lake	Health Ins Allocations Apr2017	5,646.58
Control System Specialists, LLC	Control Replacement	3,750.00
Fastenal Company	Supplies for Slaker 2	6.38
MidAmerican Energy Company	Electric Service Jan/Feb 2017	14,890.27
Mississippi Lime Company	Lime	4,565.76
PraxAir inc	Carbon Dioxide	1,018.18
Principal Life Ins Co	Insurance Premium Apr 2017	359.32
Vesco Inc	Fork Unit	1,305.02

Water Plant

Department Total = 35,253.73

Water Distribution

Bomgaars Supply, Inc	Air Compressor Supplies	32.98
Bomgaars Supply, Inc	Supplies	23.48
City of Storm Lake	Health Ins Allocations Apr2017	1,557.00
Fastenal Company	Supplies	15.73
MidAmerican Energy Company	Electric Service Jan/Feb 2017	70.17
Murphy Tractor Equip	Backhoe Loader Down Payment	100,000.00
Principal Life Ins Co	Insurance Premium Apr 2017	145.17
Underground Location Company	Locates	33.75
Utility Equipment Co	Valve & Supplies	384.52
Wal Mart #01-1526	Supplies	97.26

City of Storm Lake
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Water Distribution

Department Total = 102,360.06

Water Meters

City of Storm Lake	Health Ins Allocations Apr2017	1,239.92
Principal Life Ins Co	Insurance Premium Apr 2017	54.01

Water Meters

Department Total = 1,293.93

Wastewater Administration

City of Storm Lake	Health Ins Allocations Apr2017	3,080.00
Iowa Office Supply Inc	Office Supplies	41.82
JNB Acquisition Corporation	Copier Maintenance Agreement	23.71
Principal Life Ins Co	Insurance Premium Apr 2017	226.46
Qualified Presort Service, LLC	Monthly Statements	390.09
Winther, Stave & Co, LLP	Audit Services through 3/23/2017	600.00

Wastewater Administration

Department Total = 4,362.08

Wastewater Treatment Plant

Bomgaars Supply, Inc	Invertors	79.98
Bomgaars Supply, Inc	Gear Box Supplies & LS Repair Supplies	473.06
Bomgaars Supply, Inc	Charger & Supplies	289.97
Bomgaars Supply, Inc	Wire & Supplies	49.16
Century Link	Phone Service January 2017	226.12
Century Link	Phone Service February 2017	226.12
Century Link	Phone Service March 2017	225.77
Cintas First Aid & Safety	First Aid Supplies- Less Tax	128.51
City of Storm Lake	Health Ins Allocations Apr2017	5,207.08
Electric Pump Inc	New Pump for College & 3rd LS	22,350.00
Electric Pump Inc	Seals for Marnina LS	65.89
Foundation Analytical Laboratory Inc	Testing Services	777.00
Foundation Analytical Laboratory Inc	Testing Services	430.00
Grainger Inc W.W.	Splicing Kit	84.50
H-O-H Water Technology, Inc	Polymer for WWTP Press	3,509.29
Inquirehire	Background Checks	68.50
MidAmerican Energy Company	Electric Service Jan/Feb 2017	9,581.10
Principal Life Ins Co	Insurance Premium Apr 2017	258.63
Ramos Daniel	WWTP 2 Exam Fee	30.00
Ramos Daniel	WWTP 2 License Fee	20.00
Rehab Systems Inc.	Jet Vac Cleaning College & 3rd LS	2,000.00
Veenstra & Kimm, Inc	Professional Service through 2/18/2017	58.00
Wal Mart #01-1526	Supplies	31.21

Wastewater Treatment Plant

Department Total = 46,169.89

Wastewater Collection

Bomgaars Supply, Inc	Gloves	14.97
Bomgaars Supply, Inc	Supplies	12.98
City of Storm Lake	Health Ins Allocations Apr2017	1,557.00
Principal Life Ins Co	Insurance Premium Apr 2017	145.17
Underground Location Company	Locates	33.75

Wastewater Collection

Department Total = 1,763.87

Landfill

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

Checks for Approval Report

From: 03/21/17 To 04/03/17
User: tyler.gibbins

City of Storm Lake	Health Ins Allocations Apr2017	516.58
JNB Acquisition Corporation	Copier Maintenance Agreement	23.71
Principal Life Ins Co	Insurance Premium Apr 2017	29.59
Qualified Presort Service, LLC	Monthly Statements	390.09
Winther, Stave & Co, LLP	Audit Services through 3/23/2017	600.00

Landfill	Department Total =	1,559.97
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Storm Water Administration

City of Storm Lake	Health Ins Allocations Apr2017	980.17
Iowa Office Supply Inc	SW Education Supplies	14.36
JNB Acquisition Corporation	Copier Maintenance Agreement	23.71
Principal Life Ins Co	Insurance Premium Apr 2017	38.40
Qualified Presort Service, LLC	Monthly Statements	390.09
Uline	SW Education Supplies	139.27
Winther, Stave & Co, LLP	Audit Services through 3/23/2017	600.00

Storm Water Administration	Department Total =	2,186.00
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Storm Water Collection

City of Storm Lake	Health Ins Allocations Apr2017	623.75
I&S Group, Inc.	Prelim Design Services through 2/25/2017	1,847.50
Principal Life Ins Co	Insurance Premium Apr 2017	38.17

Storm Water Collection	Department Total =	2,509.42
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Street Cleaning

City of Storm Lake	Health Ins Allocations Apr2017	517.17
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Street Cleaning	Department Total =	517.17
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Insurance

Auxiant - Claims Account	3/20/2017 Claims	20,307.67
Auxiant - Claims Account	3/27/2017 Claims	847.04
Auxiant - Fixed Account	April 2017 Insurance Premium	16,482.50
Auxiant - Flex Account	3/22/2017 Flex Claims	551.88
Auxiant - Flex Account	3/15/2017 Flex Claims	1,464.59
Auxiant - Flex Account	3/1/2017 Flex Claims	443.23

Insurance	Department Total =	40,096.91
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UNAVAILABLE

Johnson Kelly	January & February 2017 Punches	288.00
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UNAVAILABLE	Department Total =	288.00
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Vehicle Maintenance

Arnold Motor Supply, LLP	Cores Returned	-304.50
Arnold Motor Supply, LLP	Calipers Returned	-238.87
Arnold Motor Supply, LLP	Breaks & Calipers	429.05
Arnold Motor Supply, LLP	Supplies	25.99
Arnold Motor Supply, LLP	Batteris #59	307.17

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

Checks for Approval Report

From: 03/21/17 To 04/03/17
User: tyler.gibbins

Arnold Motor Supply, LLP	Batteries	401.67
Arnold Motor Supply, LLP	Supplies	327.00
Arnold Motor Supply, LLP	Adhesive	42.36
Arnold Motor Supply, LLP	Supplies	12.12
Storm Lake Hydraulics Co Inc	Hyd Hose & Ends	76.87
Storm Lake Hydraulics Co Inc	Hyd Hose & Ends & Swivels	281.08
Storm Lake Hydraulics Co Inc	Hose & Valves	513.06
Storm Lake Hydraulics Co Inc	Hose & Ends	60.64
Storm Lake Hydraulics Co Inc	Elbow	14.80
Vehicle Maintenance	Department Total =	1,948.44
	Grand Total =	447,656.06

King's Pointe Resort
Disbursements 3/15/2017 to 3/29/2017

Vendor Name	Description	Amount
Acco	Services	912.25
Ace Hardware (2)	supplies	1,858.82
American Red Cross National	services	105.00
Ameripride Services (2)	supplies	3,081.24
A-1 Preferred	services	1,262.50
Mediacomm Communication Corp	utilities	519.90
Bomgaars Supply Inc	supplies	568.92
Booking.com	services	29.70
City of Storm Lake	utilities	4,873.36
Citadel Communication CO-KCAU	advertising	1,443.00
Color-ize	supplies	923.30
Convergence LLC	services	75.00
Copyworks- Coralville	supplies	43.00
Copper Cottage (2)	services	4,868.41
Counsel	services	451.78
Crescent Electric	supplies	765.26
Dippin' Dots Inc	supplies	1,123.20
Iowa Division of Labor Services (2)	services	660.00
EcoLab Center - Chicago	supplies	68.54
Expedia Inc	services	989.00
Fastenal Company (2)	supplies	447.36
Ferguson Enterprises Inc (2)	supplies	751.71
Fire Proof Plus Inc	services	399.00
Fridley Theaters	supplies	2,400.00
Frigitec	services	86.50
Garbage Hauling Service	services	408.36
Pitney Bowes Global Financial	services	151.98
Grainger- Palatine (2)	supplies	694.18
Hamco Walker Paper Co	supplies	360.00
Hy-Vee Food Store (3)	food	1,207.79
MidAmerican Energy	utilities	9,002.35
J Dan Skinner.com Inc	services	13.25
Julius Cleaners (2)	services	42.35
KDSN AM/FM	advertising	274.17
Kineth Hotel Corporation (4)	payroll, work comp	78,564.03
La Voz De Iowa	advertising	150.00
Loew's Custom Carpets	services	39.60
Munters Coporation	services	2,529.68
Centerpoint Energy Services	services	10,003.02
Olsen Welding & Machine Shop	services	75.00
Orkin Pest Control	services	223.93
Pasquale's Food Service (2)	food	1,450.80
Pepsi-Cola Bottling Co. (2)	beverages	3,731.33
Pilot Tribune	advertising	21.00
Pinnacle Communications Corp	services	125.00
Precision Dynamics Corp	services	391.22
Rebnord Technologies	services	2,258.33
Redbook Solutions	services	59.37
Rent-All Inc	services	12.00
Revinant Inc	services	45.00
Sceptre Hospitality Resources	services	2,272.63
Shoes for Crews	uniforms	24.93

Star Leasing	services	230.13
The Storm Lake Times (2)	publication	308.35
Sys-Kool LLC	supplies	5,352.36
Sysco Guest Supplies LLC	supplies	2,042.73
Treasurer - State of Iowa	sales tax	12,000.00
United Parcel Service- Carl STM (2)	services	112.60
US Foods (2)	food	31,135.51
Assa Abloy/Vingcard Elsafe	services	544.56
Vizergy	servcies	220.00
Water Safety Products Inc	supplies	157.15
Waterloo Tent & Tarp Company	services	5,332.40
Contract Labor	services	480.00
Doll Distributing	beverages	535.69
Employees	reimbursements	666.60
Guest Refunds/Advanced Deposit	refunds	854.78
Johnson Brothers/Iowa Wine & Bev	beverages	377.45
Misc POA Disbursements	reimbursements	430.00
Steve's Window Service	services	80.25

Total 203,698.61

**Sunrise Pointe Golf Course
Disbursements 3/15/2017 to 3/29/2017**

Color-ize	supplies	18.15
MidAmerican Energy	utilities	289.52
Kineth Corporation (2)	payroll, work comp	2,589.07
Orkin Pest Control	services	75.00
Alliant Energy	utilities	521.67

Totals 3,493.41

Total 384,062.77

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
MARCH 20, 2017 5:00 P.M.**

Present: Mayor Jon Kruse, Council Members Dan Anderson, Bruce Carlson, Bruce Engelmann, and Mike Porsch. Absent: Tyson Rice. 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, Library Director Elizabeth Huff, Water Plant Superintendent Mike Davis, Wastewater Superintendent Mark Streed, and City Clerk Mayra Martinez

Mayor Kruse called the meeting to order at 5:02 pm.

Hear the Public – None

Consent Agenda – Moved by Council Member Porsch to approve minutes from the March 6, 2017 council meeting, liquor license renewal for King’s Pointe Waterpark Resort, Sunrise Pointe Golf Course, Mo’s, and Sichanh Liquor Store, waterline easement with Columbus Club Association, Civil Service Patrol Officer eligibility list valid for a one year or until it is otherwise exhausted, and a variance for a no parking zone for the 2017 Tornado Classic Softball Tournament for Saturday, July 1, 2017 from 8:00 am until 8:00 pm. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Rice absent. Motion carried.

“If I Were A Mayor” Essay – Moved by Council Member Porsch to adopt Resolution No. 85-R-2016-2017 recognizing Drew Taylor for “If I Were Mayor” cowinner in the City’s essay contest. Seconded by Council Member Anderson. Vote: All ayes with Council Member Rice absent. Motion carried.

Moved by Council Member Engelmann to adopt Resolution No. 86-R-2016-2017 recognizing Gracelin Dahlhauser for “If I Were Mayor” cowinner in the City’s essay contest. Seconded by Council Member Anderson. Vote: All ayes with Council Member Rice absent. Motion carried.

Moved by Council Member Anderson to adopt Resolution No. 87-R-2016-2017 recognizing Luis Carbajal for “If I Were Mayor” cowinner in the City’s essay contest. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Rice absent. Motion carried.

Annual Rental Housing Report – Scott Olesen presented an overview of the 2016 Annual Rental Housing Report.

North Central Stormwater Improvement Phase 2 Project – Mayor opened the public hearing on plans, specifications, form of contract, and engineer’s opinion of probable costs for the North Central Stormwater Improvement Phase 2 Project stating that this was the time and place for any comments. Hearing no comments Mayor Kruse then closed the public hearing.

Moved by Council Member Engelmann to adopt Resolution No. 88-R-2016-2017 approving plans, specifications, form of contract, engineer’s opinion of probable cost, and award bid to Hulstein Excavating from Edgerton, MN for the North Central Stormwater Improvement Phase 2

Project. Total bid price of \$1,624,752. Seconded by Council Member Porsch. Vote: All ayes with Council Member Rice absent. Motion carried.

2017 Richland Street– Moved by Council Member Porsch to approve setting April 17, 2017 at 5:00 pm for a public hearing on the plans, specs, form of contract, and engineer's estimate of probable cost for the 2017 Richland Street Project. Seconded by Council Member Anderson. Vote: All ayes with Council Member Rice absent. Motion carried.

3rd Addition Phase 2 Improvements, 13th Street Extension – Moved by Council Member Porsch to approve setting April 3, 2017 at 5:00 pm for a public hearing on the plans, specifications, form of contract, and estimated cost for the 13th Street extension. Seconded by Council Member Carlson. Vote: All ayes with Council Member Rice absent. Motion carried.

2017 Airport Improvements – Moved by Council Member Anderson to adopt Resolution No. 89-R-2016-2017 approving the plans, specifications, form of contract, and setting April 17, 2017 at 5:00 pm for a public hearing. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Rice Absent. Motion carried.

Franchise Fee– Moved by Council Member Engelmann to approve 2nd Reading of the Ordinance No. 05-O-2016-2017 repealing current Franchise, granting a new Franchise to MidAmerican Energy, and increasing the Franchise Fee to 5%. Seconded by Council Member Porsch. Vote: All ayes with Council Member Rice absent. Motion carried.

Moved by Council Member Porsch to approve 2nd Reading of the Ordinance No. 06-O-2016-2017 repealing current Franchise, granting a new Franchise to Interstate Power & Light Company, Alliant Energy, and increasing the Franchise Fee to 5%. Seconded by Council Member Anderson. Vote: All ayes with Council Member Rice absent. Motion carried.

Moved by Council Member Anderson to approve 2nd Reading of the Ordinance No. 07-O-2016-2017 repealing current Franchise, granting a new Franchise to Iowa Lake's Electric Cooperative, and increasing the Franchise Fee to 5%. Seconded by Council Member Carlson. Vote: All ayes with Council Member Rice absent. Motion carried.

Housing Study - Moved by Council Member Engelmann to approve Maxfield Research and Consulting proposal for a comprehensive housing needs analysis for the City of Storm Lake. Total cost of \$16,220. Seconded by Council Member Porsch. Vote: All ayes with Council Member Rice absent. Motion carried.

Closed Session – Moved by Council Member Porsch to go into closed session at 5:41 pm in Reference to Iowa Code Chapter 21.5(C) to discuss matters of litigation. Seconded by Council Member Carlson. Vote: All ayes with Council Member Rice absent. Motion carried.

Attendance in closed session: Engelmann, Anderson, Carlson, Porsch, Kruse, Patrick, Navratil, Havens and Martinez.

These are draft minutes Subject to Final Council Approval

Moved by Council Member Porsch to return to open session at 8:03 pm. Seconded by Council Member Carlson. Vote: All ayes with Council Member Rice absent. Motion carried.

Adjournment – Moved by Council Member to adjourn the meeting at 6:46 pm. Seconded by Council Member Carlson. Vote: All ayes with Council Member Rice absent. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
MARCH 21, 2017 7:30 P.M.**

Present: Mayor Jon Kruse, Council Members Dan Anderson, Bruce Carlson, Bruce Engelmann, and Mike Porsch. Absent: Tyson Rice. Staff present: City Manager Jim Patrick, Asst. City Manager Keri Navratil, City Attorney Phil Havens, and City Clerk Mayra Martinez

Mayor Kruse called the meeting to order at 7:30pm.

Hear the Public – None

Closed Session – Moved by Council Member Porsch to go into closed session at 7:30 pm in Reference to Iowa Code Chapter 21.5(C) to discuss matter of litigation. Seconded by Council Member Carlson. Vote: All ayes with Council Member Rice absent. Motion carried.

Attendance in closed session: Engelmann, Anderson, Carlson, Kruse, Patrick, Martinez, Havens, Navratil.

Moved by Council Member Carlson to return to open session at 7:57 pm. Seconded by Council Member Anderson. Vote: All ayes with Council Member Rice absent. Motion carried.

Action Necessary Following Closed Session – Moved by Council Member Engelmann to approve Early Termination Agreement with Kinseth Hotel Corporation effective March 31, 2017 at 11:59 pm. Seconded by Council Member Porsch. Vote: All ayes with Council Member Rice absent. Motion carried

Moved by Council Member Carlson to approve King's Pointe Resort Management Agreement with Weigand-Omega Management Inc., a Kansas Corporation from Wichita, KS. Seconded by Council Member Porsch. Vote: All ayes with Council Member Rice absent. Motion carried.

Moved by Council Member Engelmann to approve King's Pointe Waterpark Resort Facility Management Agreement with Weigand-Omega Management Inc., a Kansas Corporation from Wichita, KS. Seconded by Council Member Carlson. Vote: All ayes with Council Member Rice absent. Motion carried.

Moved by Council Member Porsch to approve Sunrise Park Cottages Management Agreement with Weigand-Omega Management Inc., a Kansas Corporation from Wichita, KS. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Rice absent. Motion carried.

Moved by Council Member Carlson to approve Sunrise Pointe Golf Course Clubhouse Management Agreement with Weigand-Omega Management Inc., a Kansas Corporation from Wichita, KS. Seconded by Council Member Porsch. Vote: All ayes with Council Member Rice absent. Motion carried.

These are draft minutes Subject to Final Council Approval

Adjournment – Moved by Council Member Engelmann to adjourn the meeting at 8:07 pm.
Seconded by Council Member Porsch. Vote: All ayes with Council Member Rice absent.
Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
MARCH 27, 2017 5:00 P.M.**

Present: Mayor Jon Kruse, Council Members Dan Anderson, Bruce Engelmann, Mike Porsch and Tyson Rice. Absent: None. Staff present: City Manager Jim Patrick, Asst. City Manager Keri Navratil, Building Official Scott Olesen, Public Works Director Jason Etnyre, and City Clerk Mayra Martinez

Mayor Kruse called the meeting to order at 5:03pm.

Hear the Public – None

Study Session – Storm Water Management – Jim Patrick presented to the Council why the emphasis on water management, infrastructure projects for this year, nutrient reduction exchange, and the watershed management authority.

Professor Larry Weber, also presented to the Council the Iowa Watershed Approach to address factors that contribute to flood and nutrient flows.

Adjournment – Moved by Council Member Porsch to adjourn the meeting at 6:20 pm. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Carlson absent. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: MARCH 28, 2017

REFERENCE: LIQUOR LICENSE RENEWAL
RESTAURANTE LA ORIGINAL
516 W MILWAUKEE AVE

Discussion: Per your request I have accessed the department computer for calls of interest to the aforementioned establishment. The calls are as follows:

	2-18-2015 to 3-28-2016	03-29-2016 to 03-26-2017
INCIDENTS		
9-1-1 Hang-Up Call	1	0
Accident	1	1
Business Security	18	2
City Code Enforcement	2	1
Extra Security	1	0
Interpretation	2	4
Keys Locked In Car	0	1
Lost Property	2	1
Parking Complaint	1	0
PR/Talk/Presentation	2	0
Station Assignment	2	0
Street Beat	6	0
Suspicious Vehicle	0	2
Theft	1	0
Vehicle Stop	1	0

ARRESTS

none

none

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: MARCH 28, 2017

REFERENCE: LIQUOR LICENSE RENEWAL
PUFF'S
1205 E LAKESHORE DR

Discussion: Per your request I have accessed the department computer for calls of interest to the aforementioned establishment. The calls are as follows:

	02-18-2015 to 03-28-2016	03-29-2016 to 03-26-2017
INCIDENT		
911 Hang Up Call	0	1
Accident	0	1
Ambulance Assist	1	0
Assault	1	0
Bar Check	158	142
Business Assist	1	0
Business Security	176	84
Citizens Assit	0	2
City/County Department Assist	1	0
Disturbance	1	0
Fight	3	2
Hit and Run Property Damage	1	0
Intoxicated Driver	1	0
Intoxicated Pedestrian	1	4
Keys Locked In Car	2	0
Law Department Assist	1	1
Motorist Assist	1	0
Open Window/Door	1	1
Pedestrian Stop	1	1
PR/Talk/Presentation	4	4
Registration Check	3	0
Street Beat	2	0
Suspicious Vehicle	1	0
Vehicle Stop	0	2
Wants/Warrants Check	1	0

Warrant Service	1	1
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ARRESTS

Assault	0	2
Contempt of Court	0	1
Criminal Mischief	0	1
Disorderly Conduct	6	3
Harassment	0	1
Interference	1	1
Possess Alcohol As A Minor	1	0
Public Intoxication	9	8
Selling Alcohol to a Minor	0	1
Trespass	0	1

Recommendation: Approval of liquor license.

Staff Summary

4/3/2017
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: Mayra Martinez, 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	\$447,656.06	\$278,238.02	\$100,498.43	36.12	\$7,562.61	2.72	\$170,176.98	61.16
King's Pointe	\$203,298.61	\$122,189.20	\$26,495.89	21.69			\$95,693.31	78.31
Golf Course	\$3,493.41	\$904.34	\$829.34	91.71			\$75.00	8.29

RECOMMENDATION: Review Buy Local Information

Staff Summary

4/3/2017

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 at Buena Vista University**

BACKGROUND: Attached to this staff summary is a written request from Ebony King representing BVU requesting a Noise Variance for their Annual block Party scheduled for Saturday, May 6, 2017 between the hours of 2:00pm and 11:00pm.

The Variance is requested for outdoor, amplified entertainment in the central campus area.

The event is hosted by the BVU Student Activities Board.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
 Letter	Backup Material

March 24, 2017

Mark Prosser
Director of Public Safety
401 East Milwaukee Ave.
Storm Lake, Iowa 50588

Dear Mr. Prosser:

Buena Vista University is preparing for our annual Block Party hosted by the Student Activities Board (SAB) on Saturday, May 6th, 2017. In order to make this year's events a success, we are requesting the assistance of the city. The following is an overview of what we are requesting:

A noise variance for the following date and times:

Saturday, May 6th, 2017: 2pm – 11pm – Block Party (w/ music, booths, and inflatables) located on BVU Central Campus

We appreciate the city council's consideration of the above request and if additional information is needed please contact Ebony N. King, Director of Multicultural Engagement & Student Activities at 712-749-2379 or kinge@bvu.edu. Thank you for your help in making this year's activities a success for the Buena Vista University.

Sincerely,

Ebony N. King

Ms. Ebony N. King, M.S
Director of Multicultural Engagement & Student Activities
Buena Vista University
610 West 4th Street
Storm Lake, Iowa 50588



**Public Safety
Police & Fire
PERMIT**

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

Event: 2017 BVU Block Party

Issued To:

Name: Ebony King

Organization: BVU - Multicultural Engagement & Student Activities

Address: 610 West 4th Street, Storm Lake, IA 50588

Phone: 712-749-2379

Date(s) of Event: Saturday, 5-6-2017

Time(s) of Event: 2:00pm until 11:00pm

Expiration of Permit: 5-7-2017

Location / Area
of Use:

BVU Central Campus

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: 4-3-2017

Please Print

Signature:

Title: Public Safety Director

Staff Summary

4/3/2017

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: **Resolution No. 90-R-2016-2017 Authorizing The Use Of Chautauqua Park And Other Requests Associated With The 2017 Buena Vista University Fiesta Latina Event**

BACKGROUND: Attached to this summary is a written letter summarizing a series of requests submitted by Samantha Arnold and Ebony King in reference to the 2017 Fiesta Latina sponsored by the RAICES Organization at Buena Vista University. The event is scheduled for Saturday, April 22, 2017 between the hours of 1:00pm and 7:00pm in Chautauqua Park.

Specific requests are as follows:

- *Permission to use Chautauqua Park for the event's venue
- *Permission for food vending within the venue
- *Permission for inflatables within the venue
- *Permission for informational booths, attractions and other entertainment within the venue
- *A Noise Variance for outdoor, amplified entertainment and announcements within the venue between the hours of 9:00am and 8:00pm
- *The closure of Chautauqua Park Road from Hudson Street west to Lakeshore Drive to create a safety zone at the venue

Appropriate support from the Parks and Police Departments

These requests are consistent with previous years. The event has traditionally run very smooth.

The university maintains an insurance certificate on file with the City to cover the annual events.

FISCAL IMPACT: Both the Parks and Police Departments will have staff time associated with this event which is covered in their normal operational budgets.

RECOMMENDATION: Pass Resolution No. 90-R-2016-2017

ATTACHMENTS:

Description		Type
	Letter	Backup Material

March 28, 2017
Chief Mark Prosser
Storm Lake Police Chief
Storm Lake, IA 50588

Chief Prosser:

RAICES, a student organization from Buena Vista University, is preparing its annual Fiesta Latina to be held Saturday, April 22nd, from 1 PM to 7 PM. In order for Fiesta Latina to be a success this year, we would like to request the city's assistance. Below is a list of our requests:

- The event to be held at Chautauqua Park
- The allowance of food vendors on site
- The allowance of inflatables and other attractions on site
- The allowance of informational booths from various organizations
- A noise ordinance from 9 am to 8 pm for live performers
- The closing of the street behind the park: Chautauqua Park Dr.

We request the street be closed for safety purposes and to prevent any potential risks by leaving the street open to traffic. Below is our current schedule of events, which is subject to change. We appreciate the City Council's consideration of the above requests. If additional information is needed, please contact Ebony King (kinge@bvu.edu) Director of Multicultural Engagement & Student Activities at Buena Vista University Thank you for helping to make this year's event a success.

Sincerely,

Samantha Arnold
President of RAICES
Buena Vista University

Ebony King
Director of Multicultural Engagement &
Student Activities
Buena Vista University

FIESTA LATINA (Tentative) SCHEDULE			
9:00 a.m.			
9:30 a.m.			
10:00 a.m.			
10:30 a.m.			
11:00 a.m.			
11:30 a.m.			
12:00 p.m.			
12:30 p.m.			
1:00 p.m.	Kicks Off Fiesta Latina		
1:00 p.m.	Mariachi	Dj Nayarit	
1:30 p.m.	Mariachi	Dj Nayarit	
2:00 p.m.		Dj Nayarit	
2:30 p.m.	Mariachi		
3:00 p.m.	Zumba		
3:30 p.m.	Mariachi		
4:00 p.m.	Mariachi		
4:30 p.m.		Dj Nayarit	
5:00 p.m.			
5:00 p.m.	Danza?		
5:30 p.m.			
6:00 p.m.			
6:30 p.m.			
7:00 p.m.	Closes Fiesta Latina		
7:00 p.m.			
7:30 p.m.			
8:00 p.m.			
8:30 p.m.			
9:00 p.m.			
9:30 p.m.			
10:00 p.m.	Fiesta Latina is OVER		

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
cityclerk@stormlake.org
www.stormlake.org

City of Storm Lake Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

Fiesta Latina

Name of Requesting Party: Samantha Arnold Phone #: (712) 828-0076
Mailing Address: 610 W. 4th St Email: arnosam@bvu.edu
City: Storm Lake State: Iowa Zip: 50588
Cell Phone: (712) 828-0076
2nd Contact: Julio Aguilar Position/Relationship: VP
Email: aguiljul@bvu.edu Cell Phone: (712) 308-0956

Requested Park: Chautauqua Park Event Date: April 22nd, 2017
Event Type: BVU organization event Event Start Time: 9am
Event End Time: 9pm

Please answer the following questions regarding your proposed events:

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will require a noise variance)

Yes

Will you have horses involved in the event? (All animal feces must be managed and removed from public property)

NO

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, please provide a copy of this permit to the City. You may be required to have a solicitor license.)

Yes

☐ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.)

Yes

Will you be erecting a tent? If YES attach a map of the park showing the location of the tent, size, and staking layout.

NO

How many people will be attending the event? Provide your best estimate on attendance.

700

Do you have electrical needs? NO Identify: _____

Will there be alcohol at the event? NO

Will alcohol be sold at the event? NO

Do you have a liquor license? NO

Will you have inflatables at the event? ^{from company} If yes you will be required to provide liability insurance to the City.

Yes

Are you requesting Street closures? Yes

Which Streets? Chautauqua Park Dr

(Hudson St to lakeshore)

Starting Time: 1pm

Ending Time: 7pm

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010.

NO

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services.

NO

Signature Field

Samantha Arnold

Date:

12/15/16



**Public Safety
Police & Fire
PERMIT**

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

Event: 2017 BVU Fiesta Latina

Issued To:

Name: Samantha Arnold

Organization: BVU RAICES Organization

Address: 610 West 4th Street, Storm Lake, IA 50588

Phone: 712-828-0076

Date(s) of Event: Saturday, 4-22-2017

Time(s) of Event: 9:00am until 8:00pm

Expiration of Permit: 4-23-2017

Location / Area
of Use:

Chautauqua Park

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: 4-4-2017

Please Print

Signature:

Title: Public Safety Director

Staff Summary

4/3/2017

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: **Resolution No. 90-R-2016-2017 Authorizing Sidewalk Sales, Food Vending And A Noise Variance For The Zone Home Entertainment**

BACKGROUND: Attached to this summary is a written request submitted by the owners of Zone Home Entertainment located at 700 Lake Avenue requesting the following for a summer promotion. The requests are for **Thursdays, from 4:00pm until 8:00pm and Saturdays from 12:00pm until 5:00pm from April 13, 2017 until May 27, 2017.**

Specifics:

- *Permission for sidewalk displays and sales on the above listed dates and times
- *Permission for food sample distribution at the outdoor venue on Lake Avenue
- *A Noise Variance for outdoor entertainment at the above listed dates and times

A review of the requests reflects no predicted problems with the event(s).

FISCAL IMPACT: None

RECOMMENDATION: Pass Resolution No. 90-R-2016-2017

ATTACHMENTS:

Description	Type
Letter	Resolution

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

March 29, 2017

Storm Lake City Council,

We are excited to kick off the promotion of summer items and bring additional traffic to downtown Storm Lake in the coming months. We would like to host a few activities on our store front which we ask the Council's permission.

On Thursdays we ask permission from 4:00-8:00pm to have a couple grills & seating in front of the store for demonstrations and to serve samples. On Saturdays, we ask for the same from 12:00-5:00pm. All specific dates are listed below.

- Thursday, April 13
- Saturday, April 15
- Thursday, April 20
- Saturday, April 22
- Thursday, April 27
- Saturday, April 29
- Thursday, May 4
- Saturday, May 6
- Thursday, May 11
- Saturday, May 13
- Thursday, May 18
- Saturday, May 20
- Thursday, May 25
- Saturday, May 27

We would appreciate the opportunity to provide demonstrations and samples to our customers to increase sales and promote our products. We have knowledgeable and qualified 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 demonstration events.

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: 2017 Zone Home Entertainment Summer Promotion Event

Issued To:

Name: Brandon Frank & Jeff Bowles

Organization: Zone Home Entertainment

Address: 700 Lake Avenue, Storm Lake, IA 50588

Phone: 712-732-4000

Date(s) of Event: April 13, 2017 through May 27, 2017

Time(s) of Event: Thurs. 4:00pm -8:00pm / Sat. 12:00pm - 5:00pm

Expiration of Permit: May 28, 2017

Location / Area
of Use:

Zone Home Entertainment, 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

Every Thursday & Saturday, 4/13 through 5/27

Authorized by:

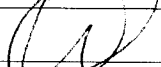
Mark A. Prosser

Date:

4-4-2017

Please Print

Signature:



Title:

Public Safety Director

Staff Summary

4/3/2017

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: Brian Oakleaf, Finance Director

SUBJECT: **Motion To Set A Public Hearing On Water Rate Study And Rate Increase Recommendations**

BACKGROUND: Chapter 3-5 of the City of Storm Lake Code establishes water rates from 2011 through Fiscal year 2016, reflecting a recommended yearly increase of 3%. Every five years the City conducts a water rate study to determine future revenue needs. Resulting from Council Motion on October 17th of 2016, Veenstra and Kimm have provided the rate study and recommendations for Public Hearing, discussion and possible Council action.

FISCAL IMPACT: As this Motion simply sets the Public Hearing for the rate study, the cost of publication is the only current impact.

RECOMMENDATION: Set the Public Hearing on the Water Rate Study and Recommendations for 5:00 pm, April 17th, 2017.

ATTACHMENTS:

Description	Type
Public Hearing Notice	Backup Material

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Storm Lake, Iowa will hold a public hearing on Water Rate Study and Rate Increase Recommendations.

This public hearing will be held by the City Council at City Hall on April 17, 2017 at 5:00pm. At said time and place, any person(s) interested is invited to appear to present their objections to or arguments for the proposed plan.

Mayra A. Martinez, City Clerk
City of Storm Lake, Iowa

Staff Summary

4/3/2017

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: Scott Olesen, Building Official

SUBJECT: **Motion Setting Public Hearing On A Proposed Text Amendment And Zoning Change To The Storm Lake Zoning Ordinance & Zoning Map**

BACKGROUND: This agenda item will set a public hearing for Monday April 17, 2017 at 5:00 pm in the City Hall Council Chambers on the application submitted by Thane Benz for a proposed text amendment and zoning change to the Storm Lake Zoning Ordinance and Zoning Map.

Mr. Benz has submitted a request for a change in the Zoning of his property located at 121 Memorial Road from GI, General Industrial, to the CC, Community Commercial Zoning District. Mr. Benz is also requesting a change in the text of the Storm Lake Zoning Ordinance to allow him to create a long term campground on his property located at 121 Memorial Road.

Mr. Benz is requesting a change in the text of the Zoning Ordinance to allow him to create a new use: "Campground-Long Term RV". This use would allow for RV camping spaces to be leased for a year at a time and would allow the camping units to be used from April through October. After this time, the RV's would be allowed to be stored on site in the off season.

The Planning and Zoning Commission held a public hearing on March 28, 2017 and made a recommendation to approve the requested text amendment and zoning change to the Zoning Ordinance and Zoning Map to the City Council for approval.

Prior to taking action on the proposed changes to the Ordinance and Map, the City Council must also hold a public hearing. This resolution sets the public hearing for April 17, 2017 and directs

staff to publish a notice for the public hearing within the required time as per Iowa Law.

This agenda item will formally set a Public Hearing for Monday, April 17, 2017 at 5:00PM for the City Council to hear any comments regarding the proposed changes to the Zoning Ordinance and Zoning Map.

FISCAL IMPACT: Cost of public notices and legal fees estimated at \$200.00

RECOMMENDATION: Approve the motion and set the Public Hearing for Monday, April 17, 2017 at 5:00PM in the City Hall Council Chambers

ATTACHMENTS:

Description		Type
	Public Hearing Notice	Backup Material

**NOTICE OF PUBLIC HEARING FOR PUBLICATION
CITY COUNCIL
CITY OF STORM LAKE**



File Number: 2017-3

Date: April 3, 2017

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

A petition for a change from the GI, General Industrial Zoning District, to the CC, Community Commercial Zoning District and a change in the text of the Storm Lake Zoning Ordinance for the CC, Community Commercial Zoning District has been filed by Thane Benz.

The petition requests approval of a change in zoning from the GI, General Industrial Zoning District to the CC, Community Commercial Zoning District for the property located at 121 Memorial Road and more particularly described as 2-90-37, Storm Lake Corporation, 2nd Auditors Subdivision of the West ½, SE South & West of RR Lot 11, Except the North 114', and a change in the text of the Zoning Ordinance for an additional permitted use as of right in the CC, Community Commercial Zoning District to allow for Long Term RV Campgrounds.

The proposed text changes to permit such an additional use are as follows:

Pages 3-5 through 3-8: Re-letter paragraphs c through y of Article 3, Section 305, entitled, "Civic Use Types," as paragraphs d through z, and insert the following new paragraph c under such section immediately after paragraph b and before re-lettered paragraph d: "Campground-Long Term RV" "Privately or publicly owned facility providing sites for the long term utilization of recreational vehicles. The recreational vehicle sites may be utilized from April through October for camping purposes. Before and after such times, the recreational vehicles may be parked and stored on the site, but not utilized for camping purposes. The facilities are subject to additional use regulations outlined in Article 604a of this Ordinance."

Page 4-7: In Table 4-2 under "Civic Uses," between "Campground" and "Cemetery" in the "Uses" column, add "Camping-Long Term RV," and insert "P" in the "CC" column of that row and "604a" in the "Additional Regulations" column of that row.

Page 6-7: Add after 604(a)3: "4. Long Term RV Campgrounds must have a paved area sized to accommodate the RV unit. The parking area for the RV unit may be paved strips.

5. Long Term RV Campgrounds may not have any other vehicle, trailer, or accessory items stored on the site outside the period allowed for camping.
6. Long Term RV Campgrounds may only be utilized by recreational vehicles that are 15 years old or newer, and all units must be currently registered.
7. Covered garbage facilities must be provided in accordance with City Ordinances.
8. Long Term RV Campgrounds may only be utilized for camping purposes from April

through October. ”

A public hearing will be held by the **City Council** on **April 17, 2017, at 5:00 p.m.** in the City Hall Council Chambers at which time you may appear if you so desire, either in person or by agent or attorney, in opposition to or support of the proposed change in the text of the Zoning Ordinance.

Respectfully submitted,

A handwritten signature in black ink that reads "Scott Olesen". The signature is written in a cursive, flowing style.

Scott Olesen
Zoning Administrator

Staff Summary

4/3/2017

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: Jason Etnyre, Public Works Director

SUBJECT: **Resolution No. 91-R-2016-2017 Acknowledging the 2017 Business 71 Culvert Replacement Project Bid**

BACKGROUND: The City Council and Buena Vista County have entered into a 28E agreement for the removal and reconstruction of the culvert located on Business 71 just to the north of the Walmart property. This project will be a joint effort between the City and County with the Buena Vista County Engineer's office serving as the administrator and construction inspector. The City will be responsible for 50% of the cost of construction and inspection services. This project will occur summer of 2017.

The Buena Vista County Engineer's Office has taken this project out for bid and has received 6 bids for construction of this project. The bids were as follows: Midwest Contracting \$356,319.60, Peterson Contractors \$388,747.90, Gus Construction Co \$455,713.65, Graves Construction \$477,040.80, Dixon Construction \$496,494.75, Nelson Rock Contracting \$623,454.60.

FISCAL IMPACT: The Engineer's estimate for this project was \$420,597.70. The City, under the previously approved 28E Agreement, would be responsible for 50% of the cost of the total project and inspection service labor. This project will be funded with Road Use Tax funds.

RECOMMENDATION: Council adopt Resolution No. 91-R-2016-2017 to acknowledge bids for the North Lake Ave. culvert replacement and authorizing the County Engineer to proceed with Awarding the project to Midwest Contracting of Marshall, MN.

ATTACHMENTS:

Description		Type
	Resolution 91-R-2016-2017	Resolution
	Contract	Contract

RESOLUTION NO. 91-R-2016-2017

**RESOLUTION ACKNOWLEDGING THE 2017 BUSINESS 71 CULVERT
REPLACEMENT PROJECT BID**

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 2017 Business 71 Culvert Replacement Project, described in the plans and specifications heretofore adopted by this Council on February 20, 2017 be and is hereby acknowledge, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Midwest Contracting Marshall, MN
Amount of bid:	\$356,319.60
Portion of bid:	All

Section 2. That the Buena Vista County Engineer's Office are hereby expected to execute contract with the contractor for the construction of said public improvements.

PASSED AND APPROVED this 3rd day of April 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

CONTRACT

North Central Stormwater Phase 2
City of Storm Lake
Storm Lake

THIS CONTRACT, made and entered into at the City of Storm Lake this 20th day of March, 2017, by and between the City of Storm Lake hereinafter called the "Jurisdiction", and Hulstein Excavating, Inc., hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the North Central Stormwater Phase 2 as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2017 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

PROJECT DESCRIPTION: The project consists of the reconstruction of Seneca Street from 10th Street to 12th Street and Spooner Street from 10th Street to 12th Street in the City of Storm Lake. The scope of work includes the following approximate quantities: 4,800 CY of Class 13 Excavation, 6,050 SY of 7" PCC pavement, 1,110 feet of 2.0' curb and gutter, 1,140 feet of 8 inch water main, 2,500 feet of 8" to 18" storm sewer and subdrain, 870 SY of permeable interlocking pavers, 5,940 tons of aggregate, 1,240 SY of 6" driveways, 6 rain gardens, PCC sidewalks and other miscellaneous items of work.

Also to be bid as an alternate will be reconstruction of the intersection of 10th and Russell Streets with PCC/Permeable Pavers with the following approximate quantities: 380 CY of Class 13 Excavation, 125 LF of 8" to 15" subdrain, 400 SY of 7" PCC pavement, 290 SY of permeable interlocking pavers with aggregate, 170 LF of 2.0' curb and gutter, PCC driveways, and other miscellaneous items of work.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Million Six Hundred Twenty-Four Thousand Seven Hundred Fifty-Two Dollars and Zero Cents (\$1,624,752.00), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work on or before October 15, 2017; and to pay liquidated damages for noncompliance with said completion provisions at a rate of Eight hundred dollars (\$800.00) for each calendar day that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Storm Lake

CONTRACTOR: Hulstein Excavating, Inc.

By _____
Jon Kruse, Mayor

(Seal)
ATTEST:

Mayra Martinez, City Clerk

By



Contractor's Contact Name
Contractor's Title

President

147 175th Ave
Street Address

Edgerton MN, 56128
City, State, Zip Code

507-442-4000
Telephone

Attest: Donna R. Hulstein, Secretary

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. C1265-88 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. 54-216185

Name of Surety Gusso Surety Bonds- Sioux Falls, SD
United Fire + Casualty Company
PO Box 73909, Cedar Rapids, IA 52407-3909

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) SS
Pipestone County)

On this 21st day of March, 2021, before me, the undersigned, a Notary Public in and for the State of Minnesota, personally appeared Dave Hulstain and Donna Hulstain to me known, who, being by me duly sworn, did say that they are the President, and Secretary, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Dave Hulstain and Donna Hulstain acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Kristi DeBoer
Notary Public in and for the State of Minnesota
My commission expires January 31 20, 21



ATG02444

1998

1. President
 2. Secretary
 3. Treasurer
 4. Member
 5. Guest

calculated around calculated point

18. 10. 1954

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT.

SCHEDULE A: SENECA & SPOONER ST BID ITEMS AND QUANTITIES					
Item No.	Description	Unit	Approx. Quantity	Unit Price	Amount
1	TRAFFIC CONTROL	LS	1	\$6,500.00	\$6,500.00
2	MOBILIZATION	LS	1	\$95,000.00	\$95,000.00
3	GRUBBING	EA	35	\$550.00	\$19,250.00
4	EXCAVATION, CLASS 13	CY	4,800	\$8.50	\$40,800.00
5	SUBGRADE PREPARATION	SY	8,140	\$1.50	\$12,210.00
6	SUBGRADE TREATMENT, GEOGRID	SY	8,140	\$2.00	\$16,280.00
7	REMOVAL OF STRUCTURE	EA	5	\$425.00	\$2,125.00
8	EXPLORATORY EXCAVATION, UTILITY POTHOLE	EA	30	\$225.00	\$6,750.00
9	TRENCH FOUNDATION	TON	60	\$35.00	\$2,100.00
10	SANITARY SEWER, TRENCHED, SDR 26, 8"	LF	1	\$1,475.00	\$1,475.00
11	SANITARY SEWER SERVICE RELOCATION	EA	16	\$815.00	\$13,040.00
12	STORM SEWER, TRENCHED, RCP CLASS III, 15"	LF	260	\$41.80	\$10,868.00
13	STORM SEWER, TRENCHED, RCP CLASS III, 27"	LF	135	\$73.50	\$9,922.50
14	REMOVAL OF STORM SEWER, RCP, 12"	LF	555	\$16.50	\$9,157.50
15	REMOVAL OF STORM SEWER, RCP, 15"	LF	30	\$16.50	\$495.00
16	REMOVAL OF STORM SEWER, RCP, 21"	LF	61	\$16.50	\$1,006.50
17	SUMP PUMP CONNECTION	EA	6	\$600.00	\$3,600.00
18	SUBDRAIN, A-2000 PERFORATED, 15"	LF	140	\$33.25	\$4,655.00
19	SUBDRAIN, A-2000 PERFORATED, 12"	LF	1,630	\$23.75	\$38,712.50
20	SUBDRAIN, A-2000 PERFORATED, 8"	LF	730	\$19.50	\$14,235.00
21	SUBDRAIN CLEANOUT, PVC RISER, 8"	EA	5	\$600.00	\$3,000.00
22	WATERMAIN, TRENCHED, PVC, 6"	LF	20	\$75.00	\$1,500.00
23	WATERMAIN, TRENCHED, PVC, 8"	LF	1,140	\$48.00	\$54,720.00
24	GATE VALVE, 6"	EA	1	\$1,295.00	\$1,295.00
25	GATE VALVE, 8"	EA	2	\$1,650.00	\$3,300.00
26	FITTING, DUCTILE IRON	LB	290	\$15.50	\$4,495.00
27	WATER SERVICE STUB, POLYETHYLENE, 3/4"	LF	530	\$18.00	\$9,540.00

Item No.	Description	Unit	Approx. Quantity	Unit Price	Amount
28	WATER SERVICE CORPORATION, CURB STOP, AND BOX	EA	23	\$700.00	\$16,100.00
29	FIRE HYDRANT ASSEMBLY	EA	4	\$4,385.00	\$17,540.00
30	MANHOLE TYPE SW-401, 60", INSTALL ONLY	EA	2	\$1,400.00	\$2,800.00
31	MANHOLE TYPE SW-401, 48", INSTALL ONLY	EA	2	\$1,400.00	\$2,800.00
32	MANHOLE TYPE SW-512, 15", SPECIAL	EA	1	\$1,675.00	\$1,675.00
33	INTAKE TYPE SW-501	EA	3	\$1,775.00	\$5,325.00
34	INTAKE, NYLOPLAST, 12"	EA	5	\$1,240.00	\$6,200.00
35	INTAKE, NYLOPLAST, 18"	EA	1	\$2,795.00	\$2,795.00
36	RAIN GUARDIAN STRUCTURE	EA	6	\$2,530.00	\$15,180.00
37	MANHOLE ADJUSTMENT, MINOR	EA	4	\$500.00	\$2,000.00
38	PAVEMENT, PCC, 7"	SY	6,050	\$61.50	\$372,075.00
39	CURB AND GUTTER, 2.0 FT, 7"	LF	1,110	\$38.00	\$42,180.00
40	REMOVAL OF SIDEWALK	SY	120	\$13.00	\$1,560.00
41	REMOVAL OF DRIVEWAY	SY	1,040	\$10.00	\$10,400.00
42	REMOVAL OF CURB	LF	35	\$23.00	\$805.00
43	SIDEWALK, PCC, 6"	SY	230	\$52.00	\$11,960.00
44	DETECTABLE WARNING	SF	90	\$60.00	\$5,400.00
45	DRIVEWAY, PAVED, PCC, 6"	SY	1,240	\$63.00	\$78,120.00
46	PAVEMENT REMOVAL	SY	7,837	\$8.50	\$66,614.50
47	STORAGE AGGREGATE, ASTM NO. 2 MODIFIED	TON	3,360	\$39.50	\$132,720.00
48	FILTER AGGREGATE ASTM NO. 57	TON	2,580	\$76.00	\$196,080.00
49	PERMEABLE INTERLOCKING PAVERS	SY	870	\$72.50	\$63,075.00
50	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	1.6	\$3,500.00	\$5,600.00
51	PERENNIAL GROUND COVER (1 GAL)	EA	198	\$15.25	\$3,019.50
52	SWPPP PREPARATION	LS	1	\$2,000.00	\$2,000.00
53	SWPPP MANAGEMENT	LS	1	\$1,500.00	\$1,500.00
54	TEMPORARY ROLLED EROSION CONTROL	SY	93	\$8.00	\$744.00
55	WATTLES, 6"	LF	1,800	\$2.50	\$4,500.00
56	SILT FENCE	LF	70	\$8.25	\$577.50
57	INLET PROTECTION DEVICE, FILTER SOCK, 8"	EA	13	\$250.00	\$3,250.00
58	STABILIZED CONSTRUCTION STONE ENTRANCE	SY	270	\$15.00	\$4,050.00
59	ENGINEERED SOIL MIX	CF	1,456	\$19.50	\$28,392.00
60	LIMESTONE RETAINING WALL	SSF	352	\$45.00	\$15,840.00
SUBTOTAL SCHEDULE A:					\$1,508,909.50

SCHEDULE B: 10TH & RUSSELL ST BID ITEMS AND QUANTITIES					
Item No.	Description	Unit	Approx. Quantity	Unit Price	Amount
101	TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00
102	MOBILIZATION	LS	1	\$13,500.00	\$13,500.00
103	EXCAVATION, CLASS 13	CY	380	\$7.00	\$2,660.00
104	SUBGRADE TREATMENT, GEOGRID	SY	720	\$2.25	\$1,620.00
105	SUBGRADE PREPARATION, 12"	SY	720	\$2.00	\$1,440.00
106	EXPLORATORY EXCAVATION, UTILITY POTHOLE	EA	2	\$225.00	\$450.00
107	REMOVAL OF STORM SEWER, 15"	LF	90	\$21.50	\$1,935.00
108	SUBDRAIN, HDPE PERFORATED, 8"	LF	35	\$39.00	\$1,365.00
109	SUBDRAIN, HDPE PERFORATED, 15"	LF	90	\$40.00	\$3,600.00
110	INTAKE, NYLOPLAST, 15"	EA	1	\$1,500.00	\$1,500.00
111	MANHOLE ADJUSTMENT, MINOR	EA	1	\$500.00	\$500.00
112	CONNECTION TO EXISTING MANHOLE	EA	1	\$1,150.00	\$1,150.00
113	REMOVE EXISTING STRUCTURE	EA	3	\$425.00	\$1,275.00
114	PAVEMENT, PCC, 7"	SY	400	\$55.00	\$22,000.00
115	CURB AND GUTTER, 2.0 FT, 7"	LF	170	\$50.00	\$8,500.00
116	REMOVAL OF DRIVEWAY	SY	30	\$10.00	\$300.00
117	DRIVEWAY, PCC, 6"	SY	30	\$55.00	\$1,650.00
118	PAVEMENT REMOVAL	SY	940	\$8.75	\$8,225.00
119	STORAGE AGGREGATE, ASTM NO. 2 MODIFIED	TON	320	\$40.50	\$12,960.00
120	FILTER AGGREGATE ASTM NO. 57, 4"	TON	60	\$85.00	\$5,100.00
121	PERMEABLE INTERLOCKING PAVERS	SY	290	\$72.50	\$21,025.00
122	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.5	\$3,525.00	\$1,762.50
123	SILT FENCE	LF	100	\$8.25	\$825.00
124	TEMPORARY MAILBOXES	LS	1	\$500.00	\$500.00
SUBTOTAL SCHEDULE B:					\$115,842.50
TOTAL BID:					\$1,624,752.00

CDBG REQUIREMENTS

North Central Stormwater Phase 2
City of Storm Lake
Storm Lake

A. Executive Orders 11246 and 11375.

The Contractor will comply with all provisions of Executive Orders 11246 and 11375. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which they have a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Title VI of the Civil Rights Act of 1964.

This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

C. Section 109 of Title I of the Housing and Community Development Act.

This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, sex, handicap, religion or religious affiliation, or age under any program or activity funded in whole or in part under Title I of this act.

D. Section 3 of the Housing and Urban Development Act of 1965 (as amended).

This act provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that Contracts awarded in connection with such project be awarded to businesses located in, or owned in substantial part by persons residing within, the project area.

The parties of this Contract will comply with the provisions of said Section 3 and certify and agree that they are under no contractual obligation or other disability which would prevent them from complying with these requirements.

E. The Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

F. Access to and Maintenance of Records. The Contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available and furnish all information and reports required, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.

G. Termination. The Owner and/or the Contractor shall have the right to terminate this Contract at any time by giving at least ten (10) days notice in writing. The notice shall specify the effective date of such termination. Upon cancellation, the Owner will be responsible only for those costs incurred by the Contractor to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

H. Awarding Agency Reporting Requirements. The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

I. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pub. L 94-163, 89 Stat. 871

J. All Contracts in Excess of \$100,000

In addition to the preceding provisions, Contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

- Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
- Section 508 of the Clean Water Act [33 U.S.C. 1368].
- Executive Order 11738.
- EPA Regulations - 40 CFR, Part 15.

In accordance with the Clean Air and Water Act, the Contractor agrees as follows:

- 1) The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
- 2) The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) The Contractor agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- 4) The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

FEDERAL LABOR STANDARDS PROVISIONS

North Central Stormwater Phase 2

City of Storm Lake

Storm Lake, IA

General Decision Number: IA170097 01/06/2017 IA97

Superseded General Decision Number: IA20160097

State: Iowa

Construction Types: Heavy and Highway

Counties: Iowa Statewide.

STATEWIDE EXCEPT SCOTT COUNTY HEAVY CONSTRUCTION PROJECTS
(Does not include work on or pertaining to the Mississippi or Missouri Rivers or on Water and Sewage Treatment Plants), AND
HIGHWAY PROJECTS (does not include building structures in rest areas)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

SUIA2016-001 06/07/2016

	Rates	Fringes
Carpenter & Piledrivermen		
ZONE 1.....	\$ 26.42	11.13
ZONE 2.....	\$ 24.33	11.13
ZONE 3.....	\$ 24.33	11.13
ZONE 4.....	\$ 23.65	8.95
ZONE 5.....	\$ 22.75	7.55
CONCRETE FINISHER		
ZONE 1.....	\$ 24.50	7.10
ZONE 2.....	\$ 24.50	7.10
ZONE 3.....	\$ 24.50	7.10
ZONE 4.....	\$ 22.05	5.55
ZONE 5.....	\$ 20.45	6.10
ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)		
ZONE 1, 2, AND 3.....	\$ 22.80	5.70
ZONE 4.....	\$ 21.50	5.70
ZONE 5.....	\$ 19.30	5.70
IRONWORKER (SETTING OF STRUCTURAL STEEL)		
ZONE 1.....	\$ 29.00	8.55
ZONE 2.....	\$ 26.91	8.55
ZONE 3.....	\$ 26.61	8.85

ZONE 4.....	\$ 24.75	7.85
ZONE 5.....	\$ 22.90	7.40

LABORER

ZONE 1, 2, AND 3

GROUP A.....	\$ 21.33	8.50
GROUP AA.....	\$ 23.71	8.50
GROUP B.....	\$ 19.48	8.50
GROUP C.....	\$ 16.40	8.50

ZONE 4

GROUP A.....	\$ 19.00	7.95
GROUP B.....	\$ 17.68	7.95
GROUP C.....	\$ 14.80	7.95

ZONE 5

GROUP A.....	\$ 19.50	6.50
GROUP B.....	\$ 17.00	6.50
GROUP C.....	\$ 16.15	6.50

POWER EQUIPMENT OPERATOR

ZONE 1

GROUP A.....	\$ 29.40	13.30
GROUP B.....	\$ 27.85	13.30
GROUP C.....	\$ 25.35	13.30
GROUP D.....	\$ 25.35	13.30

ZONE 2

GROUP A.....	\$ 28.70	13.30
GROUP B.....	\$ 27.10	13.30
GROUP C.....	\$ 24.55	13.30
GROUP D.....	\$ 24.55	13.30

ZONE 3

GROUP A.....	\$ 27.50	19.55
GROUP B.....	\$ 25.70	19.55
GROUP C.....	\$ 24.70	19.55
GROUP D.....	\$ 24.70	19.55

ZONE 4

GROUP A.....	\$ 28.35	9.35
GROUP B.....	\$ 27.21	9.35
GROUP C.....	\$ 25.13	9.35
GROUP D.....	\$ 25.13	9.35

ZONE 5

GROUP A.....	\$ 24.67	7.60
GROUP B.....	\$ 23.63	7.60
GROUP C.....	\$ 21.90	7.60
GROUP D.....	\$ 20.90	7.60

TRUCK DRIVER

ZONE 1.....	\$ 21.50	10.30
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ZONE 2

.....	\$ 21.50	10.30
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ZONE 3.....	\$ 21.50	10.30
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ZONE 4.....	\$ 21.60	6.00
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ZONE 5

.....	\$ 19.65	6.00
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ZONE DEFINITIONS

ZONE 1 - The Counties of Polk, Warren and Dallas for all Crafts, and Linn County Carpenters Only.

ZONE 2 - The Counties of Dubuque for all crafts and Linn County for all Crafts except Carpenters.

ZONE 3 - The Cities of Burlington, Clinton, Fort Madison Keokuk, and Muscatine (and abutting municipalities of any such cities).

ZONE 4 - Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 - All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA: Asbestos abatement worker (Zones 1, 2, and 3)
Skilled pipelayer (sewer, water and conduits) and tunnel laborers (zones 1, 2 and 3)

GROUP A - Asbestos abatement worker (Zones 4 and 5):
Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond and core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; pipelayer (sewer water and conduits) Zone 4 & 5; powderman tender; powerman/blaster; saw operator; tunnel laborer (zones 4 and 5).

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self/propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor, water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; Asphalt Breakdown Roller (vibratory), Asphalt laydown machine; asphalt plant; Asphalt Screed, bulldozer finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000(lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over 1/2 cu. yd.) front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over 1/2 cu. yd.) scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete

paver; tow or push boat; trenching machine (Cleveland 80 or similar).

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; Asphalt Roller; belt loader or similar loader; bulldozer (rough); churn or rotarydrill; concrete curb machine, crawler tractor pulling ripper, disk or roller; deck hand/oiler directional drill (less than 60,000(lbs) pullback); distributor; excavator 1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe 1/2 cu. yd. and under); scraper (under 12 cy), screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck, concrete spreader/belt placer, deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safty boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler, compressor, cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck cranedriver/oiler.

CARPENTERS AND PILEDRIVERMEN, OR IRONWORKERS (ZONE 5)

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Services LLP 805 Main St. PO Box 11 Edgerton, MN 56128		CONTACT NAME: Ross Fey PHONE (A/C, No, Ext): 507-442-7261 E-MAIL ADDRESS: rossf@iw.net FAX (A/C, No): 507-442-3008																						
INSURED Hulstein Excavating, Inc. 147 175th Ave Edgerton, MN 56128 507-442-4000		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Continental Western Group</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Western Group		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPA2408495-36	02/13/17	02/13/18	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CPA2408495-36	02/13/17	02/13/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CPA2408495-36	02/13/17	02/13/18	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CPA2408496-36	02/13/17	02/13/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Jurisdiction, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to liability arising out of the Contractor's work and services performed for the Jurisdiction. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage by primary, contributing, or excess.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Staff Summary

4/3/2017

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: **Resolution No. 92-R-2016-2017 Approving The Contract For The North Central Stormwater Improvement Phase 2 Project**

BACKGROUND: This project is the second phase of an overall storm water project that started in 2015. This phase will connect the storm water from Seneca and Spooner Streets between 10th Street to 12th Street into the first phase of this project.

At the March 20, 2017, City Council meeting Council took action to approve the bid from Holstein Excavating, Inc. of Edgerton, MN in the amount of \$1,624,752.00.

The contract was then given to Hulstein Excavating for review and processing. Signed contracts and necessary insurance documents have been submitted to the City and have been reviewed by City staff and Bolton & Menk.

FISCAL IMPACT: The estimated cost of the project was \$1,598,739. This project will be paid for with a 75% CDBG Grant with 25% from SRF Loan.

Dave Hulstein Excavating's contract is in the amount of \$1,624,752.00.

RECOMMENDATION: Recommend that Council Adopt Resolution No. 92-R-2016-2017 approving the contract with Dave Hulstein Excavating for the North Central Stormwater Improvement Phase 2 Project.

ATTACHMENTS:

Description	Type
□ Resolution No. 92-R-2016-2017	Resolution

RESOLUTION NO. 92-R-2016-2017

**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR
THE NORTH CENTRAL STORMWATER PHASE 2**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as North Central Stormwater Phase 2 and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	Hulstein Excavating, Inc. – Edgerton, Minnesota
Date of Contract:	April 3, 2017
Bond Surety:	United Fire & Casualty Company
Date of Bond:	March 20, 2017
Portion of Project:	All

PASSED AND APPROVED this 3rd day of April, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

4/3/2017

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: Keri Navratil, Assistant City Manager

SUBJECT: **Public Hearing On The Plans, Specifications, Form Of Contract, And Estimated Cost For 13th Street Extension**

BACKGROUND: The City owns 22 lots in 3rd Addition and infrastructure has been installed for 6 lots. The City has an offer to purchase the 6 lots in Phase I. In order to prepare for phase 2 of lot sales, infrastructure in the form of sanitary sewer, watermain, storm sewers, street and landscaping must be installed. Phase 2 of the project will include 6 lots.

Bids will be opened on April 11, 2017.

FISCAL IMPACT: The project is estimated to cost \$264,335 and will be paid by Tax Increment Financing, Road Use Tax, and Franchise Fees.

RECOMMENDATION: Open Public Hearing
Hear Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
☐ Notice to Bidders	Backup Material
☐ Public Hearing Notice	Backup Material
☐ Plans and Specs	Backup Material
☐ Plans and Specs cont.	Backup Material

NOTICE TO BIDDERS

3rd Addition Phase 2 Improvements, 13th Street Extension
City of Storm Lake
Storm Lake, IA

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair & improvement as stated below must be filed before 1:00 P.M. on April 11, 2017, in the office of the City Clerk, 620 Erie Street, Storm Lake, IA.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 1:00 P.M. on April 11, 2017, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, IA for consideration by the City of Storm Lake to consider bids at its meeting at 5:00 P.M. on April 17, 2017. The City of Storm Lake reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the Council, and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before August 11, 2017. Damages in the amount of \$800.00 per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 468.35 of the Iowa Code in the amount equal to 5 percent of the total amount of the bid.

Contract Documents. Copies of the project documents are available for a price of \$25 per set. This fee is refundable, provided the plans and specifications are returned complete and in good usable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 218 11th Street SW Plaza, Spencer, IA 51301; (712) 580-5075. You may view the digital plan documents for free by entering Quest project # [4947324](#) on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and further, by virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Storm Lake will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

PROJECT DESCRIPTION: The project generally consists of paving improvements on 13th Street from Oneida Street East and consists of approximately 2,150 SY of PCC paving, 700 feet of 8" watermain, 2,400 SY of modified subbase and other miscellaneous items of work.

This Notice is given by authority of the
City of Storm Lake

Mayra Martinez
City Clerk

NOTICE OF PUBLIC HEARING

3rd Addition Phase 2 Improvements, 13th Street Extension
City of Storm Lake
Storm Lake, IA

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Storm Lake on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:00 P.M. on April 3, 2017, at 620 Erie Street, Storm Lake.

PROJECT DESCRIPTION: The project generally consists of paving improvements on 13th Street from Oneida Street East and consists of approximately 2,150 SY of PCC paving, 700 feet of 8" watermain, 2,400 SY of modified subbase and other miscellaneous items of work.

This Notice is given by authority of the City of Storm Lake

Mayra Martinez, City Clerk

PROJECT MANUAL

3rd Addition Phase 2 Improvements, 13th Street Extension

City of Storm Lake

Storm Lake, IA

218 11th Street SW Plaza • Spencer, IA 51301
Ph: (712) 580-5075



**BOLTON
& MENK**

Real People. Real Solutions.

Bolton-Menk.com

SECTION 00005 – CERTIFICATION

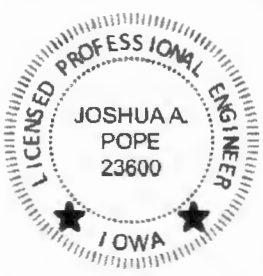
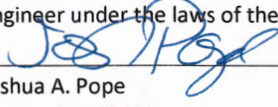
PROJECT MANUAL

for

3rd Addition Phase 2 Improvements, 13th Street Extension

City of Storm Lake

Storm Lake, IA

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p> Joshua A. Pope License No. 23600 My renewal date is December 31, 2017 Pages or sheets covered by this seal: <u>Entire document</u></p> <p>Date: <u>March 16, 2017</u></p>
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SECTION 00010 - TABLE OF CONTENTS

3rd Addition Phase 2 Improvements, 13th Street Extension
City of Storm Lake

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

00005 - CERTIFICATION PAGE

00010 - TABLE OF CONTENTS

00100 - NOTICE TO BIDDERS

00200 - INSTRUCTIONS TO BIDDERS

00410 - PROPOSAL

00410 - PROPOSAL ATTACHMENT: BID ITEMS

00420 - BID BOND

00500 - CONTRACT

00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

00800 - SPECIAL PROVISIONS, PART 1 - GENERAL REQUIREMENTS

00800 - SPECIAL PROVISIONS, PART 2 - SPECIAL CONSTRUCTION

Technical Specifications

Supplemental Specifications

DRAWINGS (UNDER SEPARATE COVER):

Ten (10) sheets numbered A.01 through X.01, inclusive, dated March 16, 2017, and with each sheet bearing the following general title:

3rd Addition Phase 2 Improvements, 13th Street Extension
City of Storm Lake

APPENDICES

None

This project is based on
SUDAS STANDARD SPECIFICATIONS, 2017 EDITION
unless modified herein.

****END OF SECTION****

SECTION 00100 - NOTICE TO BIDDERS

3rd Addition Phase 2 Improvements, 13th Street Extension
City of Storm Lake
Storm Lake, IA

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair & improvement as stated below must be filed before 1:00 P.M. on April 11, 2017, in the office of the City Clerk, 620 Erie Street, Storm Lake, IA.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 1:00 P.M. on April 11, 2017, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, IA for consideration by the City of Storm Lake to consider bids at its meeting at 5:00 P.M. on April 17, 2017. The City of Storm Lake reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the Council, and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before August 11, 2017. Damages in the amount of \$800.00 per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 468.35 of the Iowa Code in the amount equal to 5 percent of the total amount of the bid.

Contract Documents. Copies of the project documents are available for a price of \$25 per set. This fee is refundable, provided the plans and specifications are returned complete and in good usable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 218 11th Street SW Plaza, Spencer, IA 51301; (712) 580-5075. You may view the digital plan documents for free by entering Quest project #4947324 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and further, by virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Storm Lake will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

PROJECT DESCRIPTION: The project generally consists of paving improvements on 13th Street from Oneida Street East and consists of approximately 2,150 SY of PCC paving, 700 feet of 8" watermain, 2,400 SY of modified subbase and other miscellaneous items of work.

This Notice is given by authority of the
City of Storm Lake

Mayra Martinez
City Clerk

SECTION 00200 - INSTRUCTIONS TO BIDDERS

3rd Addition Phase 2 Improvements, 13th Street Extension City of Storm Lake Storm Lake, IA

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2017 Edition and as further modified by supplemental specifications and special provision included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting your bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

- A. The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction.
- B. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable.
- C. Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- B. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued;
- Part C – Bid Items, Quantities and Prices
- Part F – Additional Requirements;

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	NONE

- Part G – Identity of Bidder;

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.

The following documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

- A. The general provisions and covenants, Division 1 of the 2017 SUDAS Standard Specifications are modified as follows:

1. Section 1020.1.09B, Unit Price Attachment.

A computer generated unit price attachment may be submitted by the Bidder as specified by this Section.

III. PROSECUTION AND PROGRESS OF THE WORK

- A. The work is located in the City of Storm Lake.

Work on the improvement shall commence upon approval of the contract by the Council, and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before August 11, 2017. Damages in the amount of \$800.00 per day will be assessed for each day the project remains incomplete.

- B. Community Events.

None

- C. Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Storm Lake and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless City of Storm Lake from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of four years from and after acceptance of the contract.

- D. The City of Storm Lake, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

IV. PREFERENCE OF PRODUCTS AND LABOR

- A. In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

V. TAXES

- A. The City will issue a sales tax exemption certificate to the Contractor for all materials purchased on the project. The City will issue the appropriate exemption certificates and authorization letters to the

Contractor and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

- B. The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material a copy of the tax exemption certificate.
- C. Income Tax:
 - 1. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - 2. If successful bidder is a non Iowa partnership, individual or association, he shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

******END OF SECTION******

SECTION 00410 - PROPOSAL

3rd Addition Phase 2 Improvements, 13th Street Extension
City of Storm Lake
Storm Lake, IA

PROPOSAL: PART A – SCOPE

The City of Storm Lake, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Mayor, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

PROJECT DESCRIPTION: The project generally consists of paving improvements on 13th Street from Oneida Street East and consists of approximately 2,150 SY of PCC paving, 700 feet of 8" watermain, 2,400 SY of modified subbase and other miscellaneous items of work.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____	ADDENDUM NUMBER _____
ADDENDUM NUMBER _____	ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost shall be used only for the comparison of bids. The jurisdiction shall only use the Total Construction Cost for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items and Quantities. The Jurisdiction shall only use the Total Construction Cost for comparison of bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid only, not including any alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed, and
4. Substantially complete the work on or before August 11, 2017, and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate of Eight Hundred dollars (\$800.00) for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	None

PROPOSAL: PART G - IDENTITY OF BIDDER

The bidder shall indicate whether the bid is Submitted by a/an:

☐ Individual,
Sole Proprietorship

Bidder

☐ Partnership

Signature

☐ Corporation

By

Name (Print/Type)

☐ Limited Liability Company

Title

☐ Joint-venture; all parties must join-in and
execute all documents

Street Address

☐ Other

City, State, Zip Code

The bidder shall enter its Public
Registration Number _____ - _____
issued by the Iowa Commissioner of Labor
Pursuant Section 91C.5 of the Iowa Code.

Telephone Number

**Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above**

Failure to provide said Registration
Number shall result in the bid being read
under advisement. A contract will not be
executed until the Contractor is registered.

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or
electronic signatures will not be accepted.**

All bidders must submit the following completed form to the governmental body requesting bids per
875 Iowa Administrative Code Chapter 156.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.
If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____
2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be reason to reject my bid.

Firm Name: _____
Signature: _____ Date: _____

WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

3rd Addition Phase 2 Improvements, 13th Street Extension
City of Storm Lake
Storm Lake, IA

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the total Bid Price, and the Total Bid Amount; in case of discrepancy, the Unit Bid Price governs. The Quantities shown on the Proposal Attachment: Part C – Bid Items and quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Base Bid Amount for comparison of bids

BID ITEMS AND QUANTITIES					
Item No.	Description	Unit	Approx. Quantity	Unit Price	Amount
1	TRAFFIC CONTROL	LS	1		
2	MOBILIZATION	LS	1		
3	EXCAVATION, CLASS 13	CY	800		
4	SUBGRADE PREPARATION	SY	2,430		
5	SUBGRADE TREATMENT, GEO-GRID	SY	2,430		
6	SUBBASE, MODIFIED, 6"	SY	2,430		
7	TRENCH FOUNDATION	TON	30		
8	SANITARY SEWER SERVICE STUB, DUCTILE IRON, 4"	LF	420		
9	STORM SEWER, TRENCHED, RCP, 15"	LF	33		
10	SUBDRAIN, HDPE PERFORATED, 6"	LF	1,260		
11	SUBDRAIN CLEANOUT, PVC RISER, 6"	EA	4		
12	WATER MAIN, TRENCHED, PVC, 8"	LF	690		
13	FITTING, DUCTILE IRON, BY WEIGHT	LB	250		
14	WATER SERVICE STUB, POLYETHYLENE, 1"	LF	360		
15	GATE VALVE, 8"	EA	3		
16	FIRE HYDRANT ASSEMBLY	EA	2		
17	WATERMAIN, LOCATION SIGN	EA	1		
18	INTAKE TYPE SW-501	EA	2		
19	MANHOLE ADJUSTMENT, MINOR	EA	3		
20	CONNECTION TO EXISTING MANHOLE	EA	1		
21	PAVEMENT, PCC, 7"	SY	2,150		
22	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.4		
23	SILT FENCE, INSTALL, MAINTENANCE, AND REMOVAL	LF	600		
24	STABILIZED CONSTRUCTION ENTRANCE	SY	70		
25	INLET PROTECTION DEVICE, FILTER SOCK	EA	4		
TOTAL BASE BID:					

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE DISTRICT. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE BID.

Bidder Name

SECTION 00420 - BID BOND

3rd Addition Phase 2 Improvements, 13th Street Extension
City of Storm Lake
Storm Lake, IA

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and

_____, as Surety, are held and firmly bound unto, City of Storm Lake as Oblige, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

PROJECT DESCRIPTION: The project generally consists of paving improvements on 13th Street from Oneida Street East and consists of approximately 2,150 SY of PCC paving, 700 feet of 8" watermain, 2,400 SY of modified subbase and other miscellaneous items of work.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

SURETY:

By _____
Surety Company

Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

By _____
Bidder

Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

SECTION 00500 - CONTRACT

3rd Addition Phase 2 Improvements, 13th Street Extension
City of Storm Lake
Storm Lake, IA

THIS CONTRACT, made and entered into at _____
this _____ day of _____
by and between the City of Storm Lake hereinafter called the "Jurisdiction", and

hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the 3rd Addition Phase 2 Improvements, 13th Street Extension as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, IA, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2017 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

PROJECT DESCRIPTION: The project generally consists of paving improvements on 13th Street from Oneida Street East and consists of approximately 2,150 SY of PCC paving, 700 feet of 8" watermain, 2,400 SY of modified subbase and other miscellaneous items of work.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work on or before August 11, 2017; and to pay liquidated damages for noncompliance with said completion provisions at a rate of Eight Hundred dollars (\$800.00) for each calendar day that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Storm Lake

CONTRACTOR:

By _____
Jon Kruse, Mayor

(Seal)
ATTEST:

Mayra Martinez, City Clerk

By _____
Contractor's Contact Name
Contractor's Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____

Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT.

BID ITEMS AND QUANTITIES					
Item No.	Description	Unit	Approx. Quantity	Unit Price	Amount
1	TRAFFIC CONTROL	LS	1		
2	MOBILIZATION	LS	1		
3	EXCAVATION, CLASS 13	CY	800		
4	SUBGRADE PREPARATION	SY	2,430		
5	SUBGRADE TREATMENT, GEO-GRID	SY	2,430		
6	SUBBASE, MODIFIED, 6"	SY	2,430		
7	TRENCH FOUNDATION	TON	30		
8	SANITARY SEWER SERVICE STUB, DUCTILE IRON, 4"	LF	420		
9	STORM SEWER, TRENCHED, RCP, 15"	LF	33		
10	SUBDRAIN, HDPE PERFORATED, 6"	LF	1,260		
11	SUBDRAIN CLEANOUT, PVC RISER, 6"	EA	4		
12	WATER MAIN, TRENCHED, PVC, 8"	LF	690		
13	FITTING, DUCTILE IRON, BY WEIGHT	LB	250		
14	WATER SERVICE STUB, POLYETHYLENE, 1"	LF	360		
15	GATE VALVE, 8"	EA	3		
16	FIRE HYDRANT ASSEMBLY	EA	2		
17	WATERMAIN, LOCATION SIGN	EA	1		
18	INTAKE TYPE SW-501	EA	2		
19	MANHOLE ADJUSTMENT, MINOR	EA	3		
20	CONNECTION TO EXISTING MANHOLE	EA	1		
21	PAVEMENT, PCC, 7"	SY	2,150		
22	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.4		
23	SILT FENCE, INSTALL, MAINTENANCE, AND REMOVAL	LF	600		
24	STABILIZED CONSTRUCTION ENTRANCE	SY	70		
25	INLET PROTECTION DEVICE, FILTER SOCK	EA	4		
TOTAL BASE BID:					

SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

3rd Addition Phase 2 Improvements, 13th Street Extension
City of Storm Lake
Storm Lake, IA

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

PROJECT DESCRIPTION: The project generally consists of paving improvements on 13th Street from Oneida Street East and consists of approximately 2,150 SY of PCC paving, 700 feet of 8" watermain, 2,400 SY of modified subbase and other miscellaneous items of work.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill and abide by _____ each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract within a 4-year period from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That is used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount

guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as
Prescribed by Chapter 515.52-57, Iowa Code.
(Require only if Attorney-in-Fact is not also an
Iowa Resident Commission Agent).

Contractor

By: _____

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

Special Provisions
for
3rd Addition Phase 2 Improvements, 13th Street Extension
City of Storm Lake
Storm Lake, IA

SPECIAL PROVISIONS

FOR

PART 1 - GENERAL REQUIREMENTS

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15. MAINTENANCE BOND AND WARRANTY PERIODS
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1. DEFINITION AND INTENT

- A. The Technical Specifications that apply to the materials and construction practices for this project are defined as follows:
 1. The 2017 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
 2. Omissions of words or phrases such as "the Contractor shall", "in accordance with", "shall be", "as noted on the Plans", "according to the Plans", "a", "an", "the" and "all" are unintentional; supply omitted words or phrases by inference.
 3. "Owner", and "City" shall mean the City of Storm Lake, acting through the City Council.
 4. "Person" shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee,

assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.

5. "Engineer" shall mean the City of Storm Lake or designated agent.
6. The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
7. "Standard Drawings" shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
8. "Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
9. "Or equal" shall follow manufacturers names used to establish standards and, if not stated, is implied.

B. Engineer: Bolton & Menk, Inc., 218 11th Street SW Plaza, Spencer, IA 51301; (712) 580-5075.

2. GENERAL PROVISIONS AND COVENANTS

- A. The general provisions and covenants, Division 1 of the 2017 SUDAS Standard Specifications are modified as follows:
 1. Section 1020.1.09B, Unit Price Attachment.
A computer generated unit price attachment may be submitted by the Bidder as specified by this Section.
 2. Section 1050.1.05 Shop Drawings, Certificates and Equipment Lists.
The Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.

3. WORK REQUIRED

- A. Work under this contract includes all materials, equipment, transportation, traffic control and associated work for the construction of the 3rd Addition Phase 2 Improvements, 13th Street Extension as described in the Official Publication.
- B. This project consists of one contract for all work described.
- C. The construction work will need to be phased to facilitate timely construction of the improvements.

4. SALVAGE OF MATERIALS AND EQUIPMENT

- A. The City of Storm Lake retains first right of refusal for retaining any existing materials removed by the construction.
- B. The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.
- C. Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

5. PLANS AND SPECIFICATIONS

- A. The City will furnish 5 sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the City for printing costs for additional copies required.
- B. Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

6. CONSTRUCTION FACILITIES

- A. Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- B. Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work. Unless specifically identified in the bidding documents, no additional compensation will be made by the Owner.
- C. Do not store construction equipment, employee's vehicles, or materials on streets open to traffic. Location for storage of equipment by Contractors is subject to approval of Engineer.
- D. The Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment.
- E. The Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

7. SUBMITTALS

- A. Provide construction schedule showing dates of starting and completing various portions of work.
- B. Submit the following information for Engineer's review. Provide 3 copies plus copies required by Contractor. This information shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
 - 1. Testing reports.
 - 2. Manufacturer's data for materials that are to be permanently incorporated into the project.
 - 3. Details of proposed methods of any special construction required.
 - 4. Submit purchase orders and subcontracts without prices.
 - 5. Traffic Control and staging plan.
 - 6. Such other information as the Engineer may request to insure compliance with contract documents.

8. STANDARDS AND CODES

- A. Construct improvements with best present day construction practices and equipment.
- B. Conform with and test in accordance with applicable sections of the following standards and codes.
 - 1. American Association of State Highway and Transportation Officials (AASHTO).
 - 2. American Society for Testing and Materials (ASTM).
 - 3. Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - 4. American National Standards Institute (ANSI).
 - 5. American Water Works Association (AWWA).
 - 6. American Welding Society (AWS).
 - 7. Federal Specifications (FS).
 - 8. Iowa Occupational Safety and Health Act of 1972 (IOSHA).
 - 9. Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 - 10. Standards and Codes of the State of Iowa and the ordinances of the City of Storm Lake, Iowa.

11. Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.
9. SOIL BORINGS
 - A. None
10. CONSTRUCTION ON HIGHWAY RIGHT-OF-WAYS
 - A. All work on this project will be within City Right-of-Way, Easements or Public Property.
11. EMPLOYMENT PRACTICES
 - A. Neither the Contractor nor the Contractor's Subcontractors shall employ any person whose physical or mental condition is such that this employment will endanger the health and safety of anyone employed on the Project.
 - B. The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:
 1. To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 2. To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
12. WORK HOURS/COMMUNITY EVENTS
 - A. The Contractor will be required to limit the Contractor's work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.
 - B. The following Community Events are scheduled. Contractor is required to coordinate with the Owner as needed to allow use of adjacent public property.
 1. None
13. DUST ABATEMENT
 - A. The Contractor shall make a reasonable effort to assure dust does not become a problem. The Engineer reserves the right to stop Contractor's operations whenever dust becomes a problem on the Project and direct the Contractor to revise operations to solve the dust problem. Unless specifically identified in the bidding documents, no additional compensation will be made by the Owner for dust abatement.
14. QUANTITIES
 - A. The Contractor is to realize some of the quantities on this Project are best estimates and may vary from actual conditions at time of construction of the Project. Quantities must be regarded as approximate only, and are given as a guide to the Bidder and for comparison of Bids. The City reserves the right to increase or decrease these quantities as designated in the Contract, and the Contractor will be paid for only as much work as the Contractor is required to do by the City at the unit price stated in the Proposal.
15. MAINTENANCE BOND AND WARRANTY PERIODS
 - A. The requirements of the Payment, Performance and Maintenance Bond warranty period are modified as follows:

1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within a 4-year period for paving, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.

16. MATERIALS TESTS

- A. Material testing is as specified for construction and will be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Testing shall meet the requirements of the SUDAS Standard Specifications.
- B. Coordinate all material testing with the Engineer.
- C. Provide transportation of all samples to the laboratory.
- D. Do not ship materials to the project site until laboratory tests have been furnished showing compliance of materials with specifications.
- E. Provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregates are Iowa DOT approved.
- F. Certify that materials and equipment are manufactured with applicable specifications.

17. FIELD TESTS

Testing shall meet the requirements of the SUDAS Standard Specifications. Owner/Contractor testing responsibility is as follows:

- A. Testing Responsibility
 1. Owner
 - (a) Division 2, Earthwork, Section 3.09 - Field Quality Control.
 - (b) Division 3, Trench and Trenchless Construction, Section 3.06 - Trench Compaction Testing.
 2. Contractor
 - (a) Division 4, Sewers and Drains, Section 4060 – Cleaning, Inspection and Testing.
 - (b) Division 5, Water Mains and Appurtenances, Section 5030 – Testing and Disinfection.
 3. Owner/Contractor
 - (a) Division 7, Streets and Related Work:
 - Section 7010, 3.08 Quality Control,
 - Section 7020, 3.06 Quality Control, and
 - Section 7030, 3.11 Testing, as specified.
- B. The contractor shall be responsible for testing that is required of the contractor by the SUDAS Standard Specifications including the following.
 1. Complete a pressure and leakage test on each section of water main in accordance with Division 5. Includes tapping existing main, tapping sleeves and valves, fittings, blow-offs, and equipment needed to complete the testing as incidental. City will provide water for initial flushing and disinfection testing. Contractor shall compensate the City for water as a result of failed tests.
 2. Utilize maturity testing to allow the streets to be opened to traffic as soon as possible. The contractor shall be responsible for obtaining pavement cores at the rate of one core/1,000 SY or

at least one core per block of paving. The exact location of the core will be determined by the engineer.

- C. If test results do not meet those specified, the Contractor shall make necessary corrections and repeat testing to demonstrate compliance with the specifications. Contractor shall pay all costs for retesting.

18. MEASUREMENT AND PAYMENT

- A. Contract unit or lump sum prices are full compensation for furnishing all materials, equipment, tools, transportation, and labor necessary to construct and complete each item of work as specified. No separate payment will be made for work included in this project except as set forth in the bid item reference notes. Refer to the C sheets for bid items reference notes. All other items of work are incidental to construction.

19. INCIDENTAL CONTRACT ITEMS

- A. The following list includes major items that are incidental to the project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.

Concrete header removal
Connections to existing storm sewer structures and pipes unless specified for separate payment
Construction and removal of temporary access roads
Construction fencing
Construction staging & phasing
Coordination and cooperation with affected property owners
Coordination and cooperation with the City of Storm Lake
Coordination and cooperation with other Contractors
Coordination and cooperation with other projects in the area
Coordination and cooperation with utility companies
Dewatering and handling storm water flow during construction
Dust control measures
Engineering Fabric
Excavation, verification and protection of existing utilities
Field and wood fence removal
Field testing
Finish grading
Full depth sawcutting of existing pavement
Grading for storm sewer outlets
Granular backfill and bedding for storm and sanitary sewer installation
Granular surfacing removal
Maintenance and watering for seeding and sodding
Maintenance of erosion control measures, including silt removal
Material testing
Monitoring weather conditions
Mowing
Overhaul
Pipe and structure bedding material
Porous backfill for subdrain
Proof rolling
Protection of existing hydrant(s) and valve(s)
Protection of existing trees and plantings not shown as removals
Protection of existing utilities and light poles
Removing and reinstalling existing signs
Reseeding
Site cleanup/restoration

Temporary safety closures
Temporary sheeting and shoring
Water valve removal
Working backfill to reduce moisture content
Working subgrade to achieve acceptable moisture content
Wrapping of storm sewer pipe joints

END OF SECTION

SPECIAL PROVISIONS
FOR
PART 2 – SPECIAL CONSTRUCTION
INDEX

1. GENERAL
2. EXISTING UTILITIES
3. PROJECT SUPERVISION
4. COORDINATION WITH OTHERS
5. CONSTRUCTION LIMITS
6. CONSTRUCTION SCHEDULE
7. CONSTRUCTION PHASING
8. CONSTRUCTION STAKING
9. CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR
10. DISPOSAL
11. DEWATERING
12. TRAFFIC CONTROL
13. TEMPORARY FENCES
14. RESPONSIBILITY OF CONTRACTOR
15. EARTHWORK
16. SITE WORK AND LANDSCAPING

1. GENERAL

- A. Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- B. Cooperate with the City of Storm Lake and the Engineer to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- C. The Contractor is expected to provide adequate personnel and equipment to perform work within specified time of construction.
- D. Install and maintain orange safety fence around all open trenches or open structures when left unattended.
- E. Provide surface restoration and clean up as construction progresses.

2. EXISTING UTILITIES

- A. Location of utility lines, mains, cables and appurtenances shown on plans are from information provided by utility companies and records of the Owner.

- B. Prior to construction, contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- C. Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- D. The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- E. Support and protect all existing utilities.
- F. Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- G. If utility work does occur during the construction period, work schedules from the contractor and from the utility companies will be submitted to the Engineer for coordination to obtain mutual acceptable schedules, if possible.
- H. Existing utilities shall remain in substantially continuous operation during construction. Select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- I. No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

3. PROJECT SUPERVISION

- A. The Prime Contractor shall be represented in person at the construction site at all times that construction operations are proceeding by a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The superintendent or representative must be duly authorized to receive and execute instructions, notices and written orders from the Engineer.
- B. Issues that arise during construction relating to traffic control and construction staging, etc. are the responsibility of the Prime Contractor.
- C. Weekly progress meetings, if specified at the preconstruction conference, with the Contractor, Engineer and Jurisdiction will be held at the project site to review the updated project schedule and progress, coordinate activities, resolve conflicts and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. Attendance of Contractor and applicable subcontractors is mandatory.
- D. Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.

4. COORDINATION WITH OTHERS

- A. Cooperate and coordinate construction with the City of Storm Lake, utility companies, affected property Jurisdictions and other contractors working in vicinity of this project.
- B. It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- C. Coordinate with property owners prior to beginning work that will affect their parcel.

5. CONSTRUCTION LIMITS

- A. Confine the construction operations within the construction limits shown on the plans.

- B. Do not store equipment, vehicles or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- D. Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction. Contractor shall protect trees, fences, and landscaping within the construction limits not marked as remove at no additional cost to the Owner.

6. CONSTRUCTION SCHEDULE

- A. The Contractor will prepare and submit to the Engineer for approval a project schedule that will assure the completion of the project within the time specified.
- B. Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- C. Submit construction schedule at the preconstruction conference and periodically update it as requested by the Engineer.
- D. The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.
- E. Notify the City and property owners at least 48 hours prior to any street closures.
 - 1. Notify all property owners, residential and business, affected by the street closures by written notice placed on the front door. Include the following items in the notice:
 - The street name, location and proposed date of street closure
 - The estimated schedule for completion of work
 - The estimated date for reopening of the street
 - Procedure for garbage collection, recycling and postal service

7. CONSTRUCTION PHASING

- A. Refer to construction staging and traffic control plans when included in construction plans.
- B. Include construction phasing on the required construction schedule submittal.

8. CONSTRUCTION STAKING

The City of Storm Lake, or an authorized representative, will provide construction staking. The Contractor shall provide two Working Day written notice to the Engineer to begin requested survey, staking, or layout work. Subsequent staking shall require two working days' notice in advance of the staking needs. Contractor shall be responsible for layout of all other construction items including, but not limited to, traffic control, structure removal, pavement markings, seeding, inlet filters and silt fence. **One-time staking shall be provided. Any re-staking shall be paid for by the contractor.**

Construction staking, provided by the City on the project, will include the following:

- A. HORIZONTAL AND VERTICAL CONTROL
 - 1. Locate and maintain all horizontal control points and vertical benchmarks as listed on the plan sheets that may be destroyed by the plan construction.
- B. REMOVAL LIMITS
 - 2. Locate removals and pavement, sidewalks, drives, structure. Removals not authorized or outside of removal limits shall be at Contractor expense.

C. STORM SEWER, CULVERTS/STRUCTURES

1. Set graded offset stakes for structures at the location and station for each type of structure.
2. Set graded offset for pipe runs at 50 foot interval.

D. GRADE STAKING

1. Stakes requiring cut/fill will be set to a predetermined grade reference. (Electronic file to be furnished to Contractor for grading operations).
2. Centerline at 50-foot intervals including grade breaks.
3. Radius points and ends of radius will be staked for islands and intersections.

E. WATER LINES

1. Engineer will place lath at 50-foot intervals and assembly calls.
2. Cut on lath referenced to flow line of pipe.
3. Offset stake for hydrants with cut/fill to finish grade at bottom of flange 0.2-foot above proposed finish grade.

F. PAVING

1. Stakes requiring cut/fill will be set to a predetermined grade reference.
2. Back of curb at 4-foot offset and 25-foot intervals including grade breaks.
3. Interior of wide paving sections at 4-foot offset at 25-foot intervals including grade breaks.
4. Radius points and ends of radius will be staked for islands and intersections. Midpoints or quarter points will be set for radius of more than 10-feet if necessary to define grade.
5. Grades to be Form Grade (top of slab).

9. CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- A. Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.
- B. Tie-ins with existing pavements and utilities shall be verified for correctness of alignment and elevation prior to construction staking. Any discrepancies discovered during this verification process will be brought to the attention of the Contractor or Engineer for review and assistance with resolution prior to staking.
- C. When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- D. The Engineer will have a representative at the preconstruction conference to discuss construction staking.
- E. The Jurisdiction and Engineer will not be responsible for delays due to lack of grade or line stakes unless the Contractor has given the Engineer a 48 hour notice that such stakes will be needed and the Contractor's work is being conducted in a satisfactory manner and at the specified rate of progress.

10. DISPOSAL

- A. Remove from project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed as directed by the Engineer. All removed items shall become property of the Contractor unless otherwise noted in the Contract documents.
- B. Dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.

1. Burning of brush and other debris is not permitted. Contractor responsible for selecting disposal site.
2. Dispose of broken concrete, asphalt, granular material, rubble, excess or unsuitable excavated material. Contractor is responsible for selecting disposal site.
3. Cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
4. The Jurisdiction has the first right to any excess materials from construction.

11. EROSION/POLLUTION PREVENTION PLAN

- A. If Contractor fails to install and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written order to the Contractor. **Failure to perform this work within 24 hours of notification of non-compliance may result in the Owner issuing a Municipal Infraction for Illicit Discharge and/or the Owner or Engineer arranging for completion of the work by others. A contract deduction shall be made equal to the total of all costs to perform such work so arranged, including but not limited to, labor, materials, equipment and administrative costs.**
- B. Contractor is responsible for preparing the SWPPP to match staging, phasing, and construction methods as work progresses. Contractor shall comply with the erosion control requirements of said plan, the Iowa Code, and local ordinances. Protect against erosion and dust pollution on this project site and any off-site deposit or borrow area used for this project.
- C. The Contractor will publish the necessary notification for the NPDES permit prior to the start of construction. The Contractor shall obtain an NPDES permit from the Iowa DNR for the area within the limits of this project based on the Pollution Prevention Plan. It shall be the contractor's responsibility to update the plan during construction and have the plan available on site at all times.
- D. Protect adjoining property including public sanitary and storm sewer systems and streets from any damage resulting from movement of earth or other debris from project site. Repair any damage immediately.
- E. Prevent accumulation of earth or debris on adjoining public or private property from project site. Remove any accumulation of earth or debris immediately. Prevent repetition of any instance where earth or debris moves from project site to adjoining public or private property.
- F. Provide erosion control measures necessary to protect against siltation and erosion from the flow of storm water. Maintain continuous operation of the storm sewer system throughout the construction period.
- G. Use silt fence and other means at all drainage courses, swales and storm sewer system inlets and outlets to protect against siltation and erosion as shown in the construction drawings or directed by the Engineer.
 1. Erosion protection measures, other than those specified as unit price pay items are incidental.
- H. The Contractor will be fully liable for all damages to public and private property caused by their action or inaction in providing for handling of storm water flow during construction.
- I. After the detention basin construction is completed, the Contractor is required to immediately seed and mulch these locations.
- J. As construction progresses, sodding, seeding, and mulching is required in those segments of the corridor that become available to do so. The Contractor shall not wait until all grading and paving operations are completed before commencing final surface restoration.
- K. The Contractor shall anticipate multiple mobilizations to complete seeding, sodding, mulching, and surface restoration operations as areas of the project corridor become available to do so.

12. DEWATERING

- A. Perform all construction work in dry conditions.
- B. Submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- C. Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- D. If excavation encounters only cohesive soils with no wet sand seams or layers, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- E. Do not pump water from open excavation in sand and gravel below the natural ground water level.
- F. Maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
 - 1. Install dewatering system (well points or shallow wells) when working in cohesionless soils.
 - 2. Costs of installing and operating dewatering system are incidental.
- G. Provide for handling surface water encountered during construction.
 - 1. Prevent surface water from flowing into excavation, remove water as it accumulates.
 - 2. Divert surface water and storm sewer flow around areas of construction.
 - 3. Do not use sanitary sewers for the disposal of trench water.
- H. Backfill pipe and structures prior to stopping dewatering operations. Do not lay pipe or construct concrete structures on excessively wet soils.
- I. The costs of handling both surface water and groundwater are incidental.

13. TRAFFIC CONTROL

- A. Furnish, erect and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones, and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- B. Provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- C. Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- D. Provide continuous access for police, fire, and other emergency vehicles.

14. TEMPORARY FENCES

- A. Install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.
- B. Provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
 - 1. Materials: Iowa DOT Section 4188.03.
 - 2. Use unless required otherwise.
- C. Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.

- D. Remove temporary fencing upon completion of construction.

15. RESPONSIBILITY OF CONTRACTOR

- A. Supervision of the work.
- B. Protection of all property from injury or loss resulting from construction operations.
- C. Replace or repair objects sustaining any such damage, injury or loss to satisfaction of Jurisdiction and Engineer.
- D. Cooperate with Jurisdiction, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- E. Keep cleanup current with construction operations.
- F. Comply with all Federal, State of Iowa, and the City of Storm Lake, Iowa laws and ordinances.

16. EARTHWORK

- A. Complete all earthwork operations necessary to construct the pavement subgrade to the correct grade and elevations, backfill behind the new curbs, finish-grade to prepare for seeding and provide positive drainage and associated work.
 - 1. Provide suitable soil material on-site. No separate payment for over haul.
 - 2. Strip, salvage, and stockpile existing topsoil prior to performing mass grading. Respread stockpiled topsoil when construction is complete. The topsoil shall be spread uniformly at an 8-inch thickness over the area to be covered. The surface of the topsoil shall be smoothed and left in a finished condition so that it will drain properly. Topsoil strip, salvage, and respread is incidental to Class 13, Excavation.
 - 3. Subgrade Preparation will be paid for separately from the earthwork.
- B. Complete the earthwork to the lines and grades shown on the cross sections. Do not disturb areas outside the grading limits.
- C. Compact all fills under pavements and within right of way to 95% of Standard Proctor Density. Compact fills outside of the right of way limits to 90% density.

17. SUBGRADE PREPARATION

- A. Prepare subgrade with moisture and density control as required by the SUDAS Standard Specifications.
- B. No street section shall be paved until after proof rolling the section with a truck loaded to the maximum tandem axle gross weight of 34,000 pounds. Failed areas shall be repaired and proof rolled again. Proof rolling is considered incidental to the subgrade preparation.
- C. The subgrade on all mainline street paving is to be trimmed to the final grade elevation prior to paving using an automatically controlled trimming machine.

18. STORM SEWER IMPROVEMENTS

- A. Construct all proposed intakes that are less than 4.5 feet deep with a concrete-filled well to place the bottom of the intake a minimum of 4.5 feet below the gutter elevation of the street. Provide precast structures, where possible. Provide smooth transition between pipe invert and structure. Grout lift holes on all storm sewer structures. Grout back of all intakes along line of casting, adjusting rings and structures.
- B. Grade the area around FES storm sewer inlets and outlets to provide positive drainage.

- C. Provide wrapped subdrain for all subdrain improvements and rodent guards at all daylight locations for subdrain.

19. P.C.C. PAVING, SIDEWALK, DRIVEWAY, AND TRAIL

- A. Special care should be taken when forming at intersections so that the profiles and elevations shown on the cross sections, plan and profile, and intersection detail sheets are obtained. Short lengths of forms or flexible forms may be necessary at these locations.
- B. Maturity testing shall be utilized for all work requiring a paving machine.
- C. All sidewalks will be constructed to meet American with Disabilities Act (PROWAG) requirements. If it is not possible to maintain PROWAG required slopes, the contractor shall notify the Engineer immediately. Any sidewalks that are placed with non-compliant slopes without the knowledge of the Engineer shall be removed and replaced at the contractor's expense. Pedestrian ramps shall be doweled.
- D. The Contractor shall perform smoothness testing and furnish the straightedge test results to the Engineer in accordance with SUDAS Section 7010, 3.08.C1. Smoothness incentives are not in effect on this project.
- E. Refer to SUDAS Section 7010, 1.08D for concrete thickness pay factor and thickness cores. Pavement disincentives will be charged and no thickness incentives will be paid.
- F. The use of a paving machine will be required for all mainline sections of paving.
- G. Concrete mix for work associated with street paving, driveways, trails and sidewalks shall conform to the following requirements:
 - 1. Concrete shall be Class C-4.
 - 2. Minimum Compressive Strength at 28 days shall be 4,000 psi. Areas not meeting this requirement will be subject to repairs, replacement or reduced payment as determined by the Engineer. Compression test results will represent all concrete placed in the same lot.
 - 3. Slump, Air content, Water-Cement Ratio and Supplementary Cementitious Materials are specified in SUDAS.
 - 4. Ground Granulated Blast Furnace Slag shall not be allowed for any work on the project.
- H. Cracked panels shall be removed and replaced at the Contractor's expense unless, in the judgement of the Engineer, the crack can be routed and sealed or otherwise repaired. In such instances, the repair shall be performed at the Contractor's expense.
- I. Maturity testing shall be utilized to expedite street opening. If maturity testing is not used, the Contractor shall coordinate with a testing agency to collect cylinders and test them at ages they determine to expedite street opening.

20. TRENCH BACKFILL

- A. Compact backfill adjacent to or within 12" over pipe with hand operated pneumatic or mechanical tampers or other approved techniques to consolidate primary trench backfill.
- B. Compact secondary backfill with rollers or vibrating plate compactors in lifts as specified to specified density and moisture content.
- C. Do not use drop hammers, backhoe buckets, flooding or jetting for compacting of backfill.

21. WATER MAIN IMPROVEMENTS

- A. Hydrant assembly shall be as specified by City.

*****END OF SECTION*****

CITY OF STORM LAKE

CONSTRUCTION PLANS FOR

3RD ADDITION, PHASE 2, 13TH STREET EXTENSION

NEW PCC PAVING & UTILITIES
MARCH 2017

SHEET NO.	SHEET TITLE
A.01	TITLE SHEET
A.02	LEGEND
B.01	DETAILS
C.01	ESTIMATED QUANTITIES & REFERENCE NOTES
D.01	PLAN AND PROFILE
M.01	UTILITY PLAN AND PROFILE
X.01	CROSS SECTIONS

SHEET INDEX	SHEET TITLE
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RESOURCE LIST

CITY OF STORM LAKE
City Hall
620 Erie Street
P.O. Box 1086
Storm Lake, Iowa 50588
City Manager: James Patrick
Mayor: Jon Kruse

CITY COUNCIL MEMBERS:

Mike Forsch
Dan Anderson
Bruce Carlson
Bruce Engelmann
Tyson Rice

PUBLIC WORKS DIRECTOR:

Jason Elyre

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Storm Lake, IA 50588

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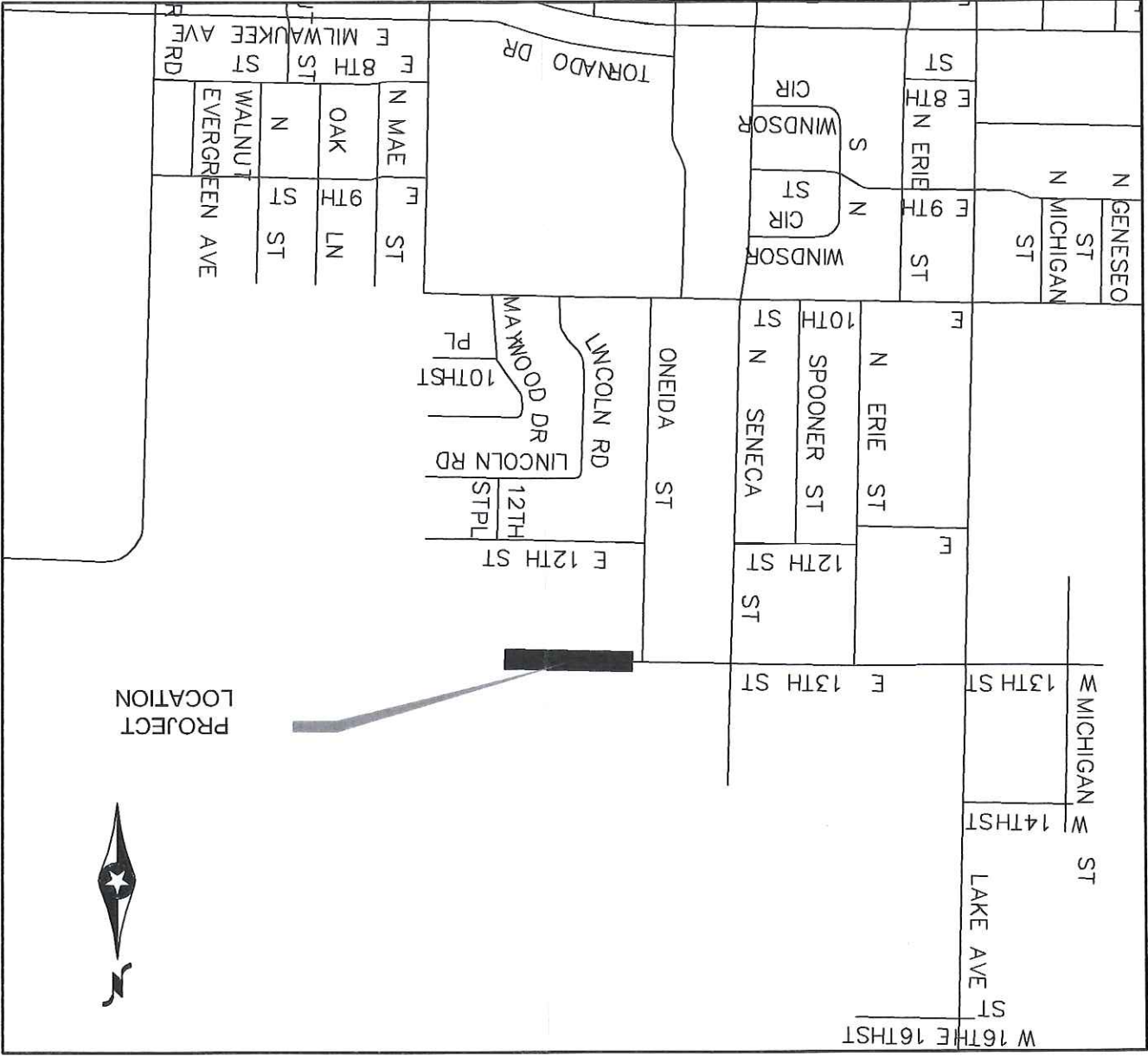
PLAN REVISIONS	
DATE	SHEET NUMBER

GOVERNING SPECIFICATIONS

THE 2017 EDITION OF THE "IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" SHALL GOVERN.
IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION", SERIES 2015 AND ALL CURRENT SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.
ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."



EXISTING

IRON PIPE MONUMENT SET		ELECTRIC TRANSFORMER	
MONUMENT FOUND		EXHAUST VENT	
CAST IRON MONUMENT FOUND		FLAG POLE	
STONE MONUMENT FOUND		FILL PIPE	
POST SET		GAS MANHOLE	
BENCH MARK		GAS REGULATOR	
AUTO SPRINKLER		GAS VALVE	
ANTENNA		GAS METER	
AIR CONDITIONER		ACCESS GRAVE	
ANCHOR		HANDICAPPED PARKING	
AIR PUMP		HAND HOLE	
APRON		HYDRANT	
BASKETBALL HOOP		IRRIGATION CONTROL VALVE	
BIRD FEEDER		LIGHT DECORATIVE	
BENCH		LIGHT POLE	
BRACE POLE		MAILBOX	
CATCH BASIN		METER	
CLOTHES LINE POLE		POST	
CONTROL POINT		MANHOLE	
CLEAN OUT		LIFT STATION MANHOLE	
COMMUNICATION PEDESTAL		MONITORING WELL	
CURB STOP VALVE		ORDER MICROPHONE	
DITCH TOP		PARK GRILL	
DRINKING FOUNTAIN		GAS PUMP	
DOWN SPOUT		POST INDICATOR VALVE	
ELECTRIC MANHOLE		PARKING METER	
ELECTRIC METER		SANITARY MANHOLE	
ELECTRIC PEDESTAL		SATELLITE DISH	

OVERHEAD ELECTRIC LINE		EASEMENT LINE	
UNDERGROUND ELECTRIC LINE		BUILDING SETBACK LINE	
GAS LINE		FENCE LINE	
FIBER OPTIC LINE		GUARD RAIL	
UNDERGROUND COMMUNICATIONS LINE		ACCESS CONTROL LINE	
OVERHEAD UTILITY LINE		CENTERLINE	
WATER SYSTEM		PROPERTY / LOT LINE	
STORM SEWER		ROAD RIGHT-OF-WAY LINE	
TILE LINE		RAILROAD RIGHT-OF-WAY LINE	
SANITARY SEWER		GRAVEL EDGE	
SANITARY FORCEMAIN		BITUMINOUS EDGE	
CULVERT		CONCRETE EDGE	
INTERMEDIATE CONTOURS		CURB & GUTTER	
INDEX CONTOURS		WATER EDGE	
COUNTY LINE		WATER CENTERLINE	
CITY LIMITS		HIGHWATER LINE	
SIXTEENTH LINE		WETLAND EDGE	
QUARTER LINE		SWALE CENTERLINE	
SECTION LINE		RAILROAD TRACKS	
ADJACENT LINES		TREE DRIP LINE	

PROPOSED

ALIGNMENT/CENTERLINE	
RIGHT-OF-WAY LINE	
TEMPORARY EASEMENT	
CONSTRUCTION LIMITS	
CURB & GUTTER	
CURB & GUTTER (OUT)	
BITUMINOUS EDGE	
CONCRETE EDGE	
GRAVEL EDGE	
SILT FENCE-PREASSEMBLED	
SILT FENCE-HEAVY DUTY	
EROSION PROTECTION AT INLET	
MANHOLE	
CATCH BASIN	
STORM INLET	
APRON	
STORM SEWER	
PERFORATED PIPE DRAIN	
STORM DRAIN TILE	
CULVERT W/APRON	
STORM MANHOLE NUMBER	
SANITARY SEWER	
SANITARY FORCEMAIN	
SANITARY SEWER SERVICE	
SANITARY LIFT STATION	
SANITARY MANHOLE	
SANITARY MANHOLE NUMBER	

WATERMAIN	
WATERMAIN SERVICE	
HYDRANT	
HYDRANT W/ VALVE	
VALVE	
CURBSTOP	
BEND	
REDUCER	
CROSS	
TEE	
CAP	
SLEEVE	
SIGN	
LIGHT POLE	
GUARD RAIL	
SOIL BORING	
WETLAND	
BUSH	
CONIFEROUS TREE	
DECIDUOUS TREE	

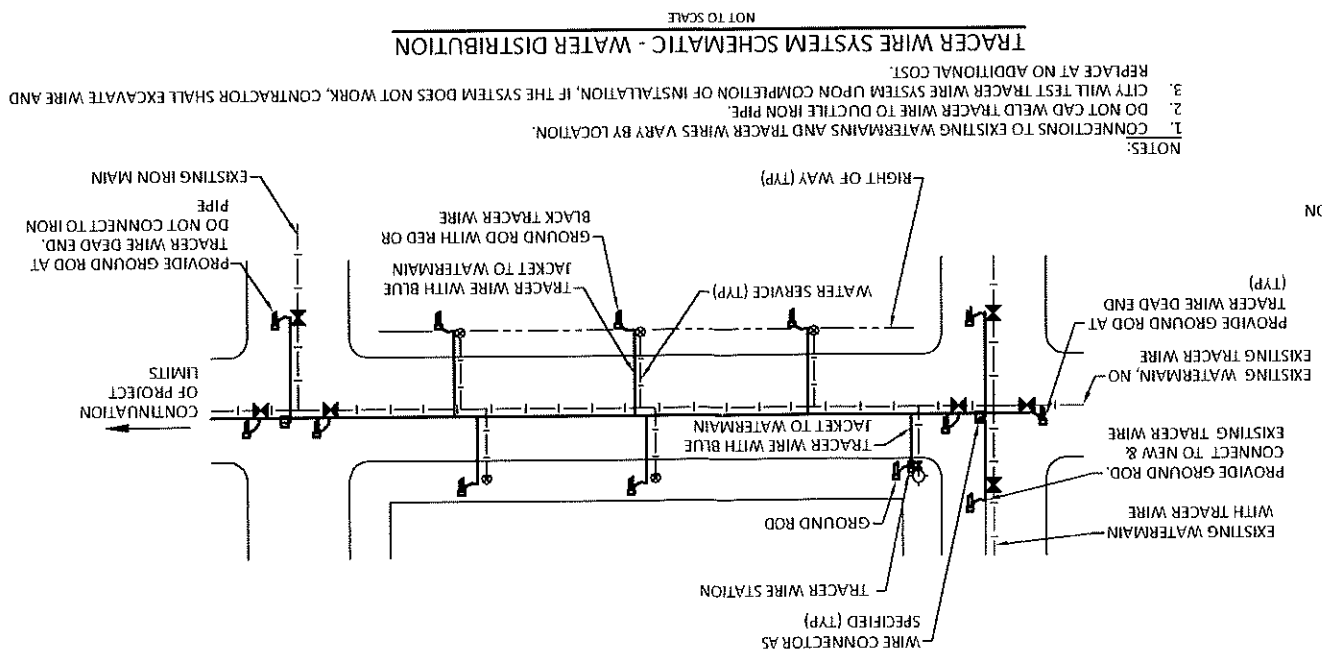
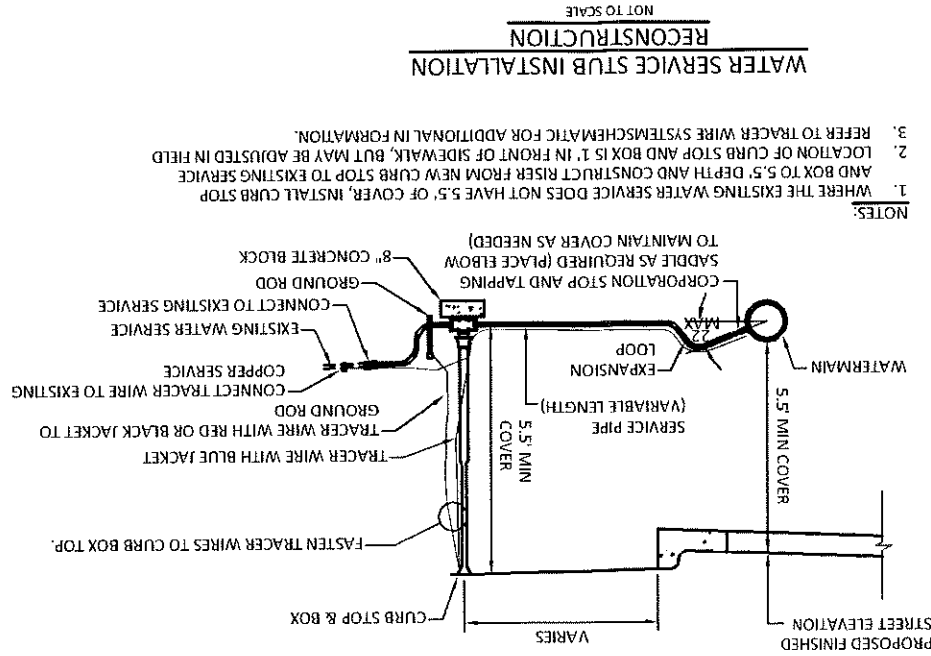
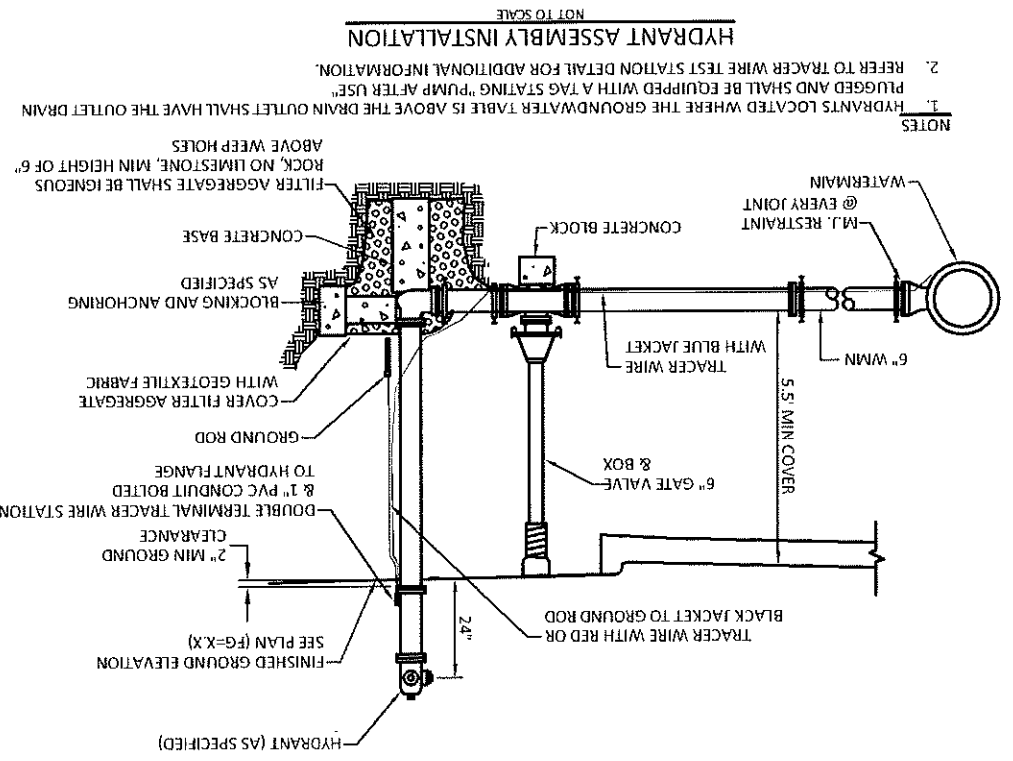
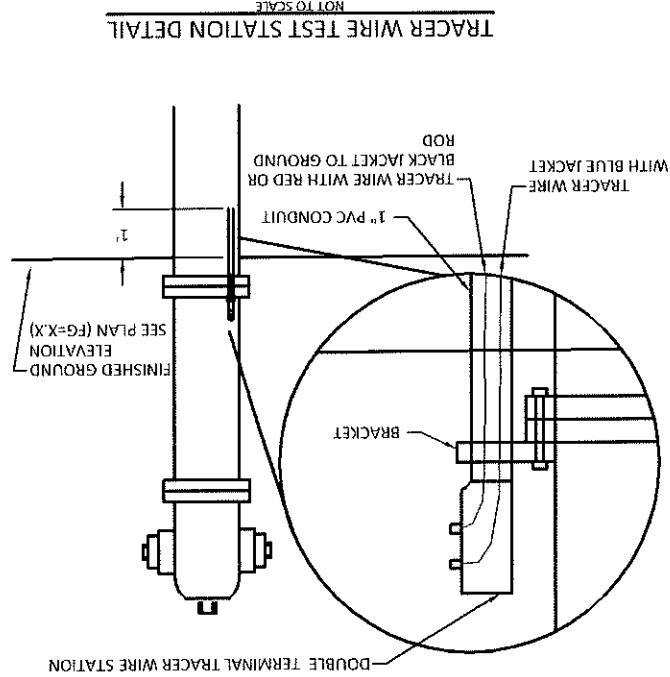
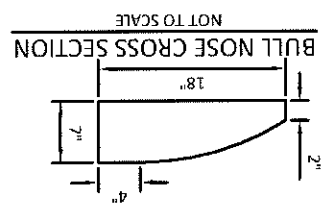
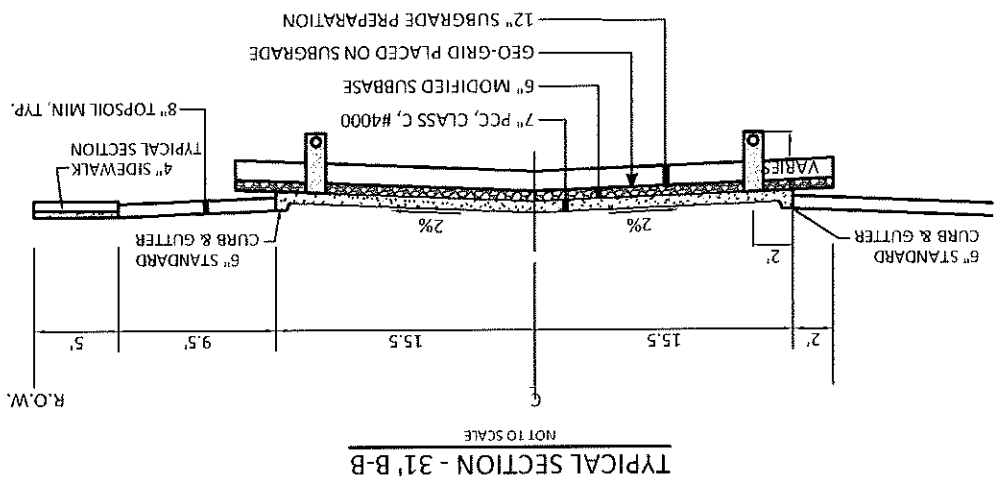
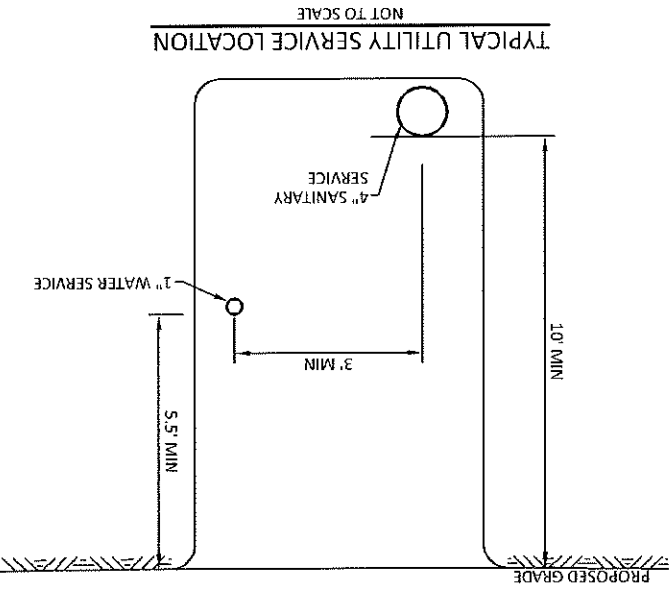


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REV	NO	DATE	BY
01	01	01	JJD
02	01	01	JJD
03	01	01	JJD

CITY OF STORM LAKE, IOWA
3RD ADDITION, PHASE 2, 13TH STREET EXTENSION
LEGEND

REV	REVISION	DATE
JID		
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JID		
JID		



- NOTES:
1. WHERE THE EXISTING WATER SERVICE DOES NOT HAVE 5.5' OF COVER, INSTALL CURB STOP AND BOX TO 5.5' DEPTH AND CONSTRUCT RISER FROM NEW CURB STOP TO EXISTING SERVICE
 2. LOCATION OF CURB STOP AND BOX IS 1' IN FRONT OF SIDEWALK, BUT MAY BE ADJUSTED IN FIELD
 3. REFER TO TRACER WIRE SYSTEM SCHEMATIC FOR ADDITIONAL INFORMATION.

- NOTES:
1. CONNECTIONS TO EXISTING WATERMANS AND TRACER WIRES VARY BY LOCATION.
 2. DO NOT GAD WELD TRACER WIRE TO DUCTILE IRON PIPE.
 3. CITY WILL TEST TRACER WIRE SYSTEM UPON COMPLETION OF INSTALLATION, IF THE SYSTEM DOES NOT WORK, CONTRACTOR SHALL EXCAVATE WIRE AND REPLACE AT NO ADDITIONAL COST.

ESTIMATED PROJECT QUANTITIES			
ITEM NO.	ITEM CODE	ITEM	AS BUILT
DIVISION 1 - GENERAL PROVISIONS AND COVENANTS			
1	1070-206-A-0	TRAFFIC CONTROL	1
2	11,020-108-A	MOBILIZATION	1
DIVISION 2 - EARTHWORK			
3	2010-108-E-0	EXCAVATION, CLASS 13	800
4	2010-108-C-0	SUBGRADE PREPARATION	2,430
5	2010-108-H-0	SUBGRADE TREATMENT, GEO-GRID	2,430
6	2010-108-I-0	SUBBASE, MODIFIED, 6"	2,430
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION			
7	3010-108-C-0	TRENCH FOUNDATION	30
DIVISION 4 - SEWERS AND DRAINS			
8	4010-108-E-0	SANITARY SEWER SERVICE STUB, DUCTILE IRON, 4"	420
9	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 15"	33
10	4040-108-A-0	SUBDRAIN, HDPE PERFORATED, 6"	1,260
11	4040-108-C-0	SUBDRAIN CLEANOUT, PVC RISER, 6"	4
DIVISION 5 - WATERMAINS AND APPURTENANCES			
12	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 8"	680
13	5010-108-C-2	FITTING, DUCTILE IRON, BY WEIGHT	250
14	5010-108-E-0	WATER SERVICE STUB, POLYETHYLENE, 1"	360
15	5020-108-A-0	GATE VALVE, 8"	3
16	5020-108-C-0	FIRE HYDRANT ASSEMBLY	2
17	5020-108-X-1	WATERMAIN, LOCATION SIGN	1
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS			
18	6010-108-B-0	INTAKE TYPE SM-501	2
19	6010-108-F-1	MANHOLE ADJUSTMENT, MINOR	3
20	6010-108-G-0	CONNECTION TO EXISTING MANHOLE	1
DIVISION 7 - STREETS AND RELATED WORK			
21	7010-108-A-0	PAVEMENT, PCC, 7"	2,160
DIVISION 8 - SITE WORK AND LANDSCAPING			
22	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	0.4
23	9040-108-N-1	SILT FENCE, INSTALL, MAINTENANCE, AND REMOVAL	600
24	9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE	70
25	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	4

ESTIMATED PROJECT QUANTITIES

ITEM NO.	ITEM CODE	DESCRIPTION
1	1070-206-A-0	TRAFFIC CONTROL THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL TRAFFIC CONTROL DEVICES REQUIRED FOR THE DURATION OF THIS PROJECT. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS ADOPTED BY THE IDOT PER 781 OF THE IOWA ADMINISTRATIVE CODE, CHAPTER 31, IOWA STANDARD ROAD PLANS, AND THESE PLANS. ALL TRAFFIC CONTROL DEVICES SHALL BE PROPERLY LOCATED, MAINTAINED, AND KEPT CLEAN AND LEGIBLE BY THE CONTRACTOR TO PROVIDE FOR SAFE TRAFFIC FLOW AT ALL TIMES.
2	11'020-108-A	MOBILIZATION THIS ITEM IS FOR ALL PREPARATORY WORK AND COSTS INCURRED BEFORE BEGINNING THE WORK ON THE PROJECT AND DURING THE PROJECT. THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE THE WORK. NO CHARGE IN CONTRACT PRICE WILL BE MADE FOR ANY COMBINATION OF ALTERNATES ADDED TO THE CONTRACT. THIS ITEM TO BE PAID PER SDAS 11.020-108-A.
3	2010-108-E-0	EXCAVATION, CLASS 1B THIS ITEM SHALL INCLUDE THE REMOVAL OF EXISTING SOIL, HAULING AND PLACEMENT OF THE MATERIAL WITHIN THE GRADING LIMITS AND HAULING AND REPLACING SOIL (WASTE) IN ACCORDANCE WITH THE SPECIFICATIONS AND THESE PLANS. THE CONTRACTOR SHALL DISPOSE OF EXCESS MATERIAL AND MATERIAL THAT IS NOT SUITABLE FOR EXHIBIMENT CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISPUTE WITH THE EXCAVATION PLAN QUANTITY PRIOR TO CONSTRUCTION. OTHERWISE PLAN QUANTITY WILL BE USED FOR PAYMENT. TOPSOIL STRIPPING, SALVAGING AND RESEALING TO 8" MINIMUM THICKNESS IN ALL AREAS TO BE SEEDING SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM.
4	2010-108-G-0	SUBGRADE PREPARATION SUBGRADE PREPARATION SHALL BE CONSTRUCTED TO 12" THICKNESS, AND EXTEND AT A MINIMUM OF 2 FEET BEYOND THE BACK OF CURB.
5	2010-108-H-0	SUBGRADE TREATMENT, GEO-GRID GEO-GRID SHALL BE PLACED UNDER THE MODIFIED SUBBASE EXTENDING 2 FT BEYOND BACK OF CURB, FOR THE LENGTH OF THE PROJECT, EXCEPT AS DEEMED UNNECESSARY BY ENGINEER. ONLY QUANTITY USED WILL BE PAID. GEO-GRID SHALL BE TENSAR TS130-S, TENSAR BK100 OR MIRAFLEX OR APPROVED EQUAL.
6	2010-108-I-0	SUBBASE, MODIFIED, 6" MUST CONSTRUCT A MINIMUM OF 2 FEET BEYOND THE BACK OF CURB.
7	3010-108-C-0	TRENCH FOUNDATION THIS ITEM IS TO INCORPORATE TRENCH FOUNDATION WHERE UNSUITABLE MATERIALS ARE FOUND BELOW THE PIPE BEDDING DURING CONSTRUCTION. QUANTITY IS ESTIMATED TO ESTABLISH A UNIT PRICE. THE ACTUAL TRENCH FOUNDATION QUANTITY USED WILL BE PAID. ENGINEER SHALL APPROVE ALL TRENCH FOUNDATION LOCATIONS PRIOR TO CONTRACTOR PERFORMING THIS WORK.
8	4010-108-E-0	SANITARY SEWER SERVICE, STUB, DUCTILE IRON, 4" THIS ITEM INCLUDES ALL WORK AND MATERIALS NECESSARY TO COMPLETE THE INSTALLATION OF THIS ITEM.
8	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 15" PIPE SHALL BE CLASS III RCP. PIPE EMBEDMENT DETAIL TYPE R-2, MODIFIED TO INCLUDE CLASS I OR CLASS 2 BEDDING MATERIAL.
10	4040-108-A-0	SUBDRAIN, HOPPE PERFORATED, 6" THIS BID ITEM IS FOR THE FURNISHING AND INSTALLATION OF TYPE 1, CLASS C PERFORATED SUBDRAIN, AGGREGATE FROM THE TOP OF SUBGRADE PREPARATION TO THE BOTTOM OF SUBDRAIN TRENCH IS CONSIDERED INCIDENTAL TO THIS ITEM.
11	4040-108-C-0	SUBDRAIN CLEANOUT, PVC RISER, 6" SEE SUBAS DETAIL FOR INSTALLATION AND CASTING DETAILS.
12	6010-108-A-1	WATER MAIN, TRENCHED, PVC, 8" PIPE SHALL BE C900 PVC. BEDDING CLASS SHALL BE P-2 MODIFIED TO INCLUDE CLASS I OR CLASS II BEDDING MATERIAL. TRACER WIRE SHALL BE BROUGHT UP TO THE SURFACE AT ALL HYDRANTS AND TERMINAL AT A TRACER WIRE BOX. VERIFY STYLE OF BOX WITH CITY STAFF. TRACER WIRE IS INCIDENTAL TO THE APPLICABLE PIPE BID ITEM. CITY WILL PROVIDE WATER FOR INITIAL FILL AND LUBRICATING. CONTRACTOR WILL BE CHARGED FOR WATER PUMPING AFTER THE FIRST FAILED TEST. PRESSURE AND LEAK TESTING SHALL BE AVOIDED TO ALLOW A LEAKAGE RATE OF 60 GAL/HR FOR THE DURATION OF THE TEST. CITY WILL TEST TRACER WIRE SYSTEM AFTER COMPLETION OF INSTALLATION.
13	6010-108-C-2	FITTING, DUCTILE IRON, BY WEIGHT ALL FITTINGS SHALL BE EPOXY LINED DUCTILE IRON, MECHANICAL JOINT, RESTRAINED JOINT WITH WEGALUG OR APPROVED EQUAL. CEMENT MORTAR LINED FITTINGS WILL NOT BE ALLOWED. PAYMENT IS TO BE BY WEIGHT OF INSTALLED FITTINGS. WEIGHTS ARE PER AWWA C-193. POLYETHYLENE WRAP AND BEDDING MATERIAL IS CONSIDERED INCIDENTAL TO THIS ITEM. ALL JOINTS TO HAVE A MINIMUM OF (2) 6 OZ. SACRIFICIAL ZINC ANODE CAPS PER CL AND INSTALLED. ALL SLEEVES SHALL BE SOLID SLEEVES. PRESSER COUPLINGS WILL NOT BE ALLOWED.
14	6010-108-E-0	WATER SERVICE STUB, POLYETHYLENE, 1" SERVICES SHALL INCLUDE CORPORATION, CURB STOPS, AND LENGTH OF 1" POLYETHYLENE PIPE NECESSARY TO CONNECT TO EXISTING SERVICE. WATER EQUAL. ALL FITTINGS SHALL BE POLYETHYLENE PIPE CLASS 200, ACCORDING TO AWWA C901. CURB BOXES SHALL BE AWWA D200 SERIES 14" OR 22" OR APPROVED STOP SHALL BE AWWA D200 SERIES 14" OR 22" OR APPROVED EQUAL. SADDLES SHALL BE STAINLESS STEEL. ALL FITTINGS NECESSARY TO MAKE THE CONNECTION TO EXISTING SERVICES ARE INCIDENTAL TO THIS ITEM. ALL PIPE AND FITTINGS SHALL BE IRON PIPE SIZE.
15	6020-108-A-0	GATE VALVE, 8" VALVES SHALL BE RESILIENT WEDGE GATE VALVES WITH STAINLESS STEEL BOLTS AND OPERATING NUT. OPEN LEFT VALVE BOXES SHALL BE HEAVY DUTY (THICK CAST) MARKED "WATER" ON VALVE BOX COVER.
16	6020-108-C-0	FIRE HYDRANT ASSEMBLY ALL FITTINGS, JOINTS, GATE VALVES, TEE, AND 6" PVC PIPE NECESSARY TO INSTALL HYDRANT SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. HYDRANTS SHALL BE MUELLER RESILIENT WEDGE GATE VALVES WITH STAINLESS STEEL BOLTS, OR APPROVED EQUAL. HYDRANTS SHALL BE PAINTED ALL YELLOW.
17	6020-108-X-1	WATERMAIN, LOCATION SIGN THIS ITEM SHALL INCLUDE FURNISHING AND INSTALLING A BLUE SIGN POST DIRECTLY ABOVE THE 8" CAP AT STATION 611+60.
18	6010-108-B-0	INTAKE TYPE SW-501 ALL CASTINGS SHALL BE TYPE R AND CONSIDERED INCIDENTAL TO THIS ITEM.
19	6010-108-F-1	MANHOLE ADJUSTMENT, MINOR CASTINGS SHALL BE 3 PIECE FLOATING CASTINGS, SW-601 TYPE B AND SHALL BE FURNISHED INCIDENTAL TO THIS ITEM. INFILTRATION BARRIER AND RUBBER CHIMNEY SEAL FOR SANITARY SEWER MANHOLES WILL BE INCIDENTAL TO THIS BID ITEM.
20	6010-108-G-0	CONNECTION TO EXISTING MANHOLE THIS ITEM IS FOR THE CONNECTION OF THE 14" RCP STORM SEWER TO MANHOLE N13 AS SHOWN ON SHEET M-01.
21	7010-108-A-0	PAVEMENT, PCC, 7" CONCRETE SHALL BE IDOT CLASS C #4000. LONGITUDINAL JOINTS SHALL BE TYPE "L-1". TRANSVERSE JOINTS SHALL BE TYPE "C". REINFORCEMENT SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM.
22	8010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING AND MULCHING SEED, FERTILIZER, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION UNLESS OTHERWISE NOTED. THIS ITEM INCLUDES REMOVAL OF ROCK AND OTHER DEBRIS, REPAIRING RILLS AND WASHERS, SEEDING PREPARATION, FURNISHING AND SEEDING PLACEMENT OF SEED, FERTILIZING, FERTILIZER AND INCORPORATING FERTILIZER AND MULCH, FURNISHING WATER AND OTHER CARE, AND ANY RESEEDING NECESSARY UNTIL FINAL ACCEPTANCE. THE CONTRACTOR IS RESPONSIBLE FOR MOVIING AND MAINTAINING SEEDING AREAS AND OTHER AREAS. THE PROJECT IS ACCEPTED BY THE OWNER, SEEDING OR AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
23	9040-108-N-1	SET FENCE, INSTALL, MAINTENANCE AND REMOVAL CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
24	9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE ANY QUANTITY ABOVE PLAN QUANTITY INSTALLED PRIOR TO ENGINEER APPROVAL MAY NOT BE PAID.
25	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK MINIMUM DIMENSIONS ARE 20" WIDE BY 30" LONG. SUBGRADE STABILIZATION FABRIC SHALL BE INCIDENTAL TO THIS BID ITEM. MEASUREMENT SHALL BE BY THE SQUARE YARD.

ESTIMATE REFERENCE INFORMATION

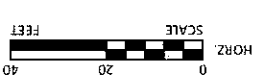
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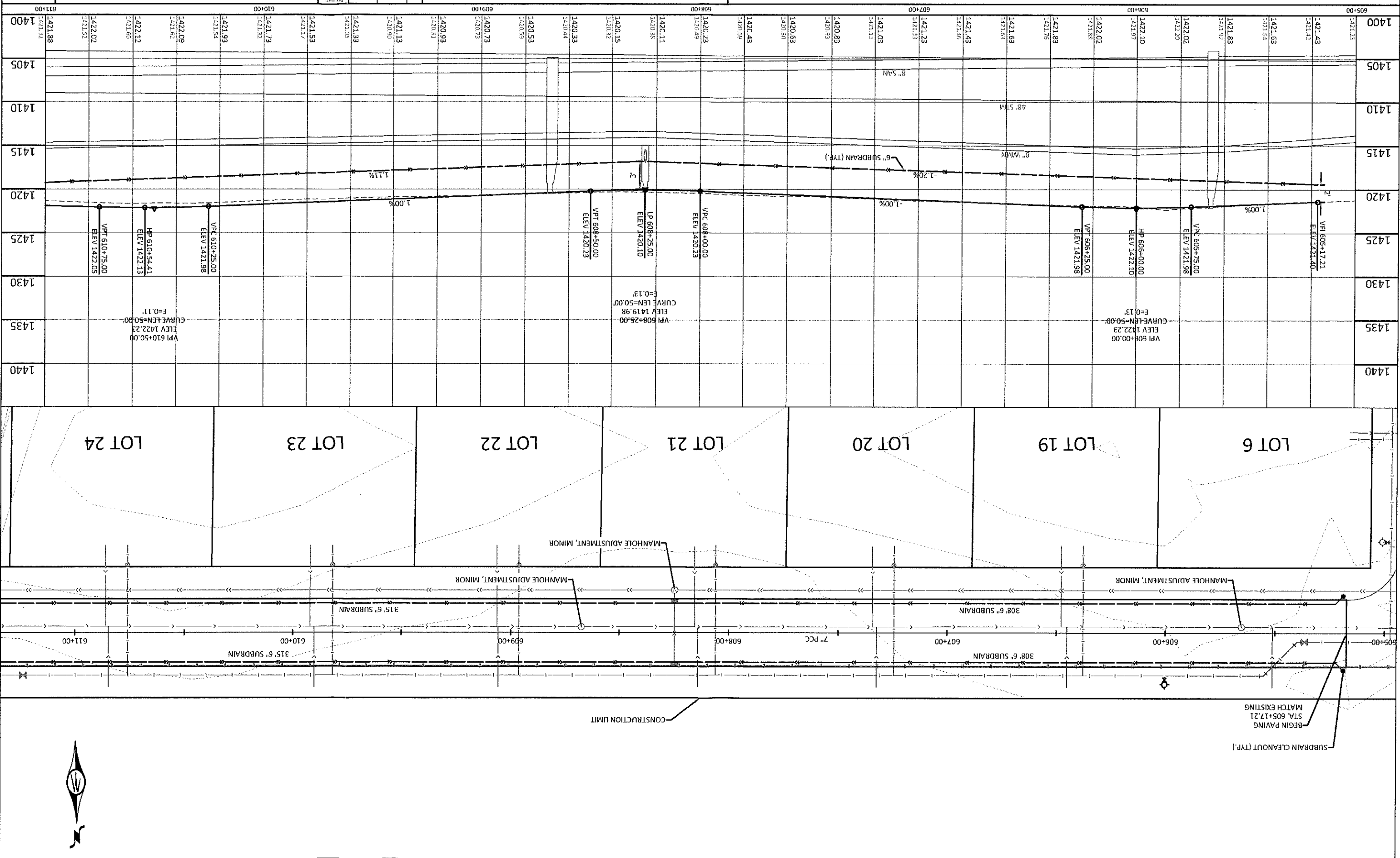


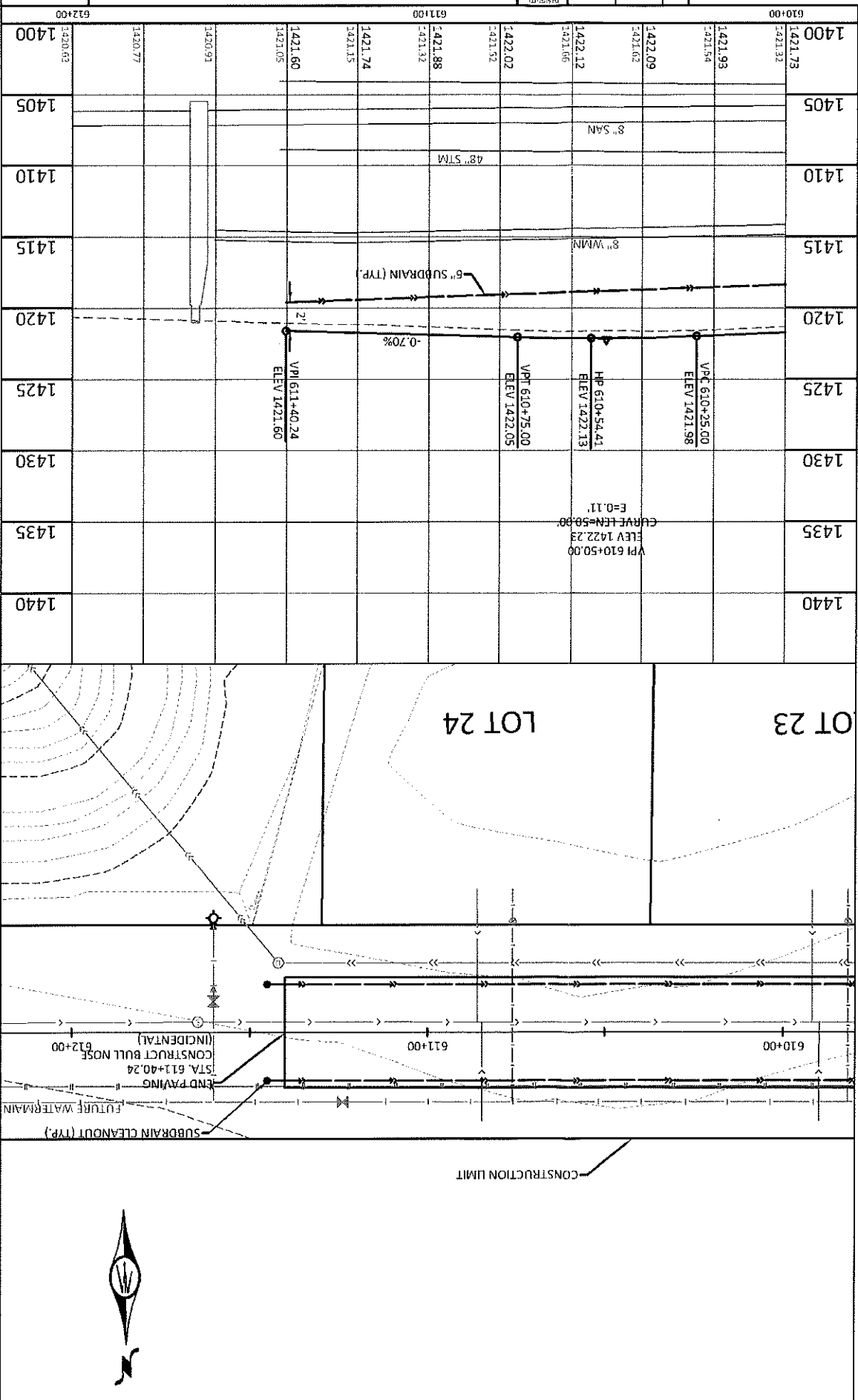
CITY OF STORM LAKE, IOWA
3RD ADDITION, PHASE 2, 13TH STREET EXTENSION
ESTIMATED QUANTITIES & REFERENCE NOTES

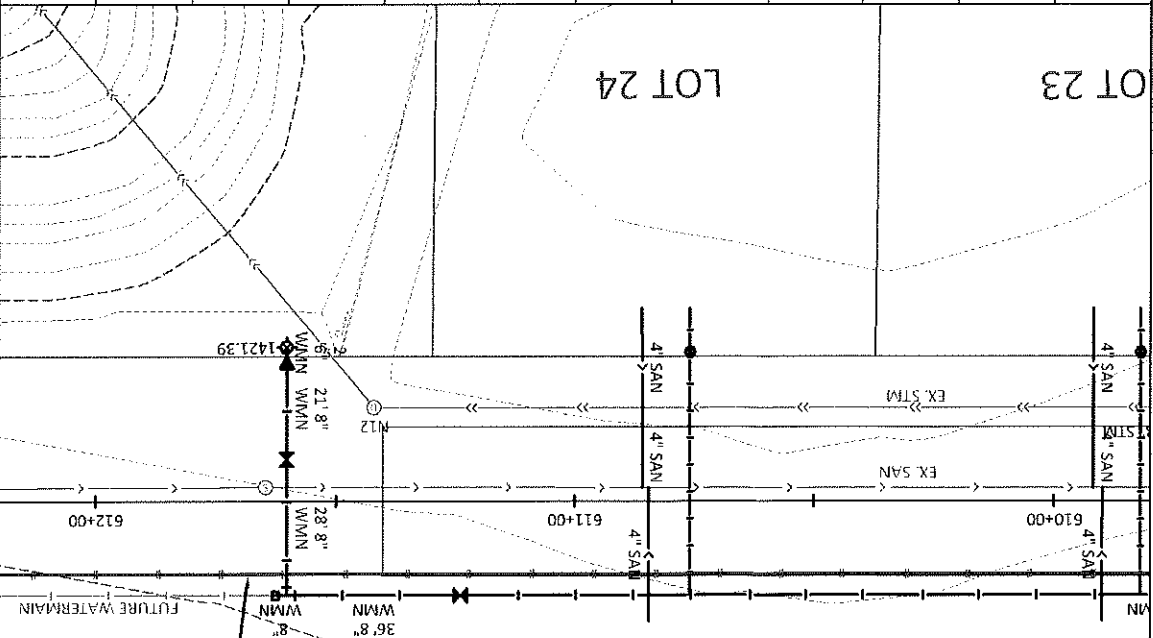
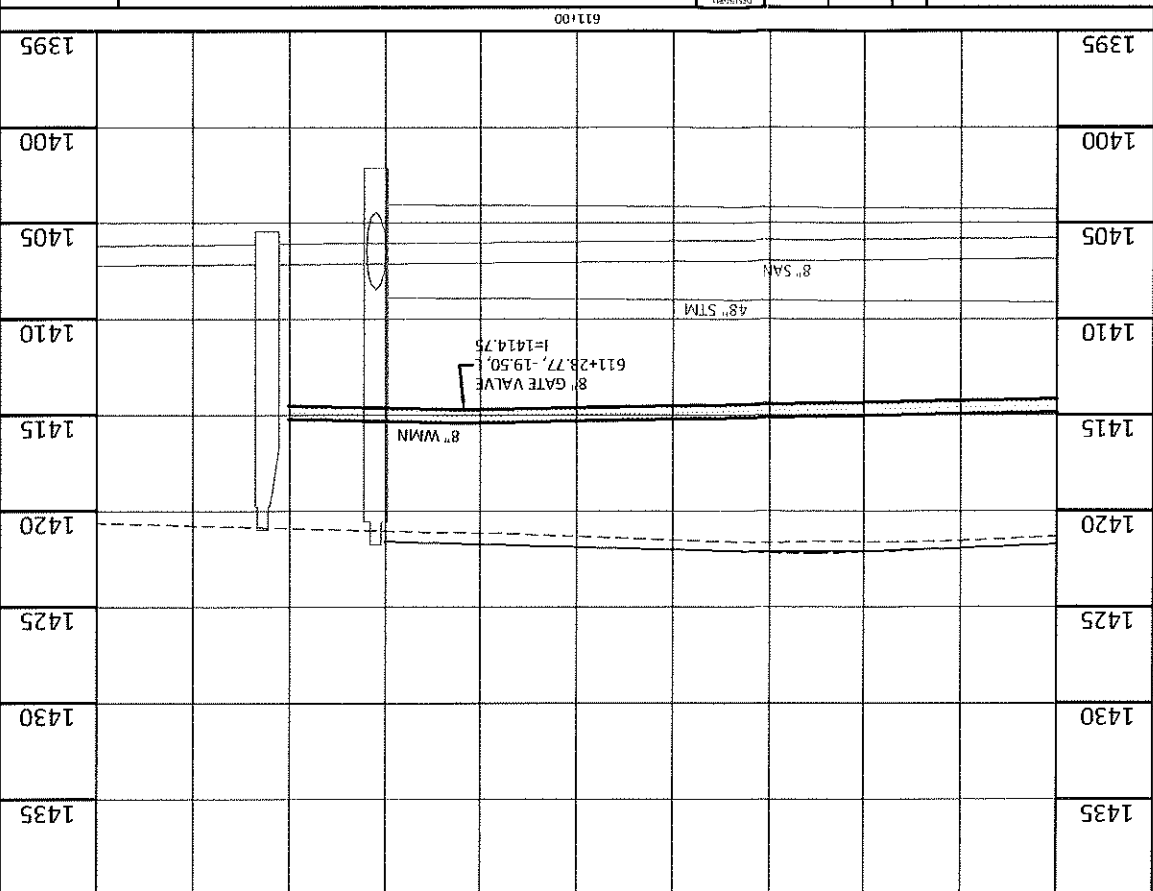
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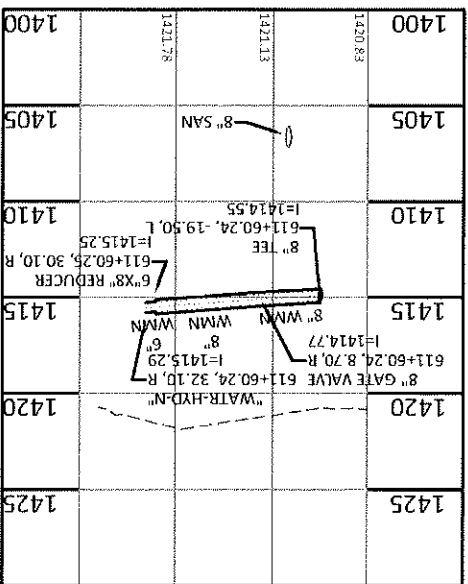




- 1 EA - 8" MJ TEE
1 EA - 8" MJ PLUG
2 EA - 8" GATE VALVE & BOX
1 EA - HYDRANT ASSEMBLY
1 EA - 6"X8" MJ REDUCER
17 LF - 6" PVC



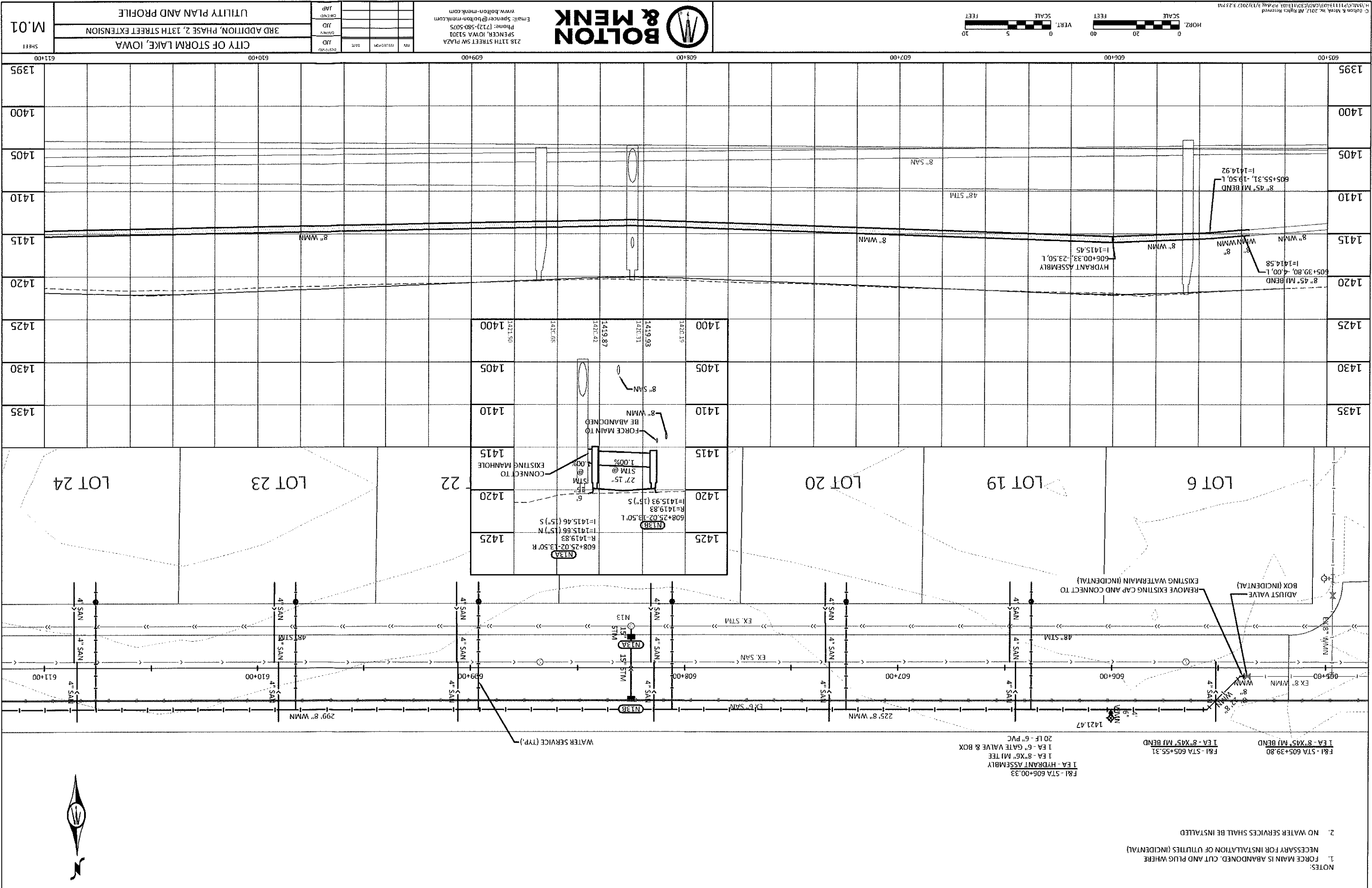
WATERMAIN CROSSING PROFILE



- NOTES:
1. FORCE MAIN IS ABANDONED, CUT AND PLUG WHERE NECESSARY FOR INSTALLATION OF UTILITIES (INCIDENTAL)
 2. NO WATER SERVICES SHALL BE INSTALLED

F&I - STA 606+00.33
1 EA - HYDRANT ASSEMBLY
1 EA - 8"x6" MI TEE
1 EA - 6" GATE VALVE & BOX
20 LF - 6" PVC

F&I - STA 605+39.80
1 EA - 8"x45" MI BEND
F&I - STA 605+55.31
1 EA - 8"x45" MI BEND



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REV	15/12/2016	DATE
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CITY OF STORM LAKE, IOWA
3RD ADDITION, PHASE 2, 13TH STREET EXTENSION
UTILITY PLAN AND PROFILE

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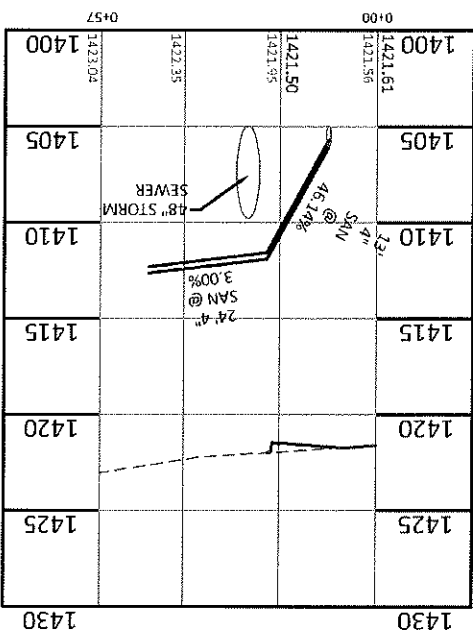


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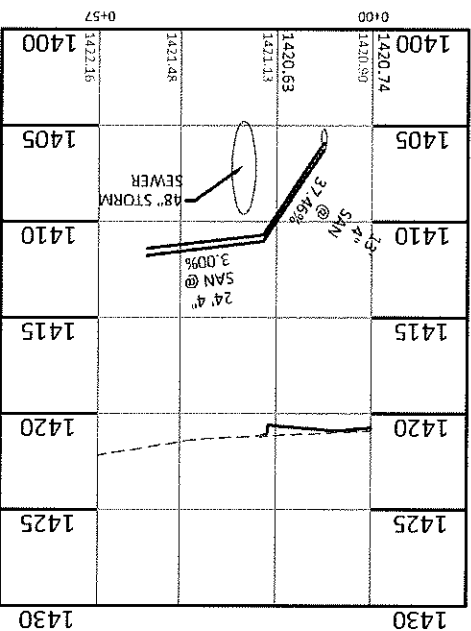
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CITY OF STORM LAKE, IOWA
SANITARY SEWER SERVICE PROFILES
3RD ADDITION, PHASE 2, 13TH STREET EXTENSION

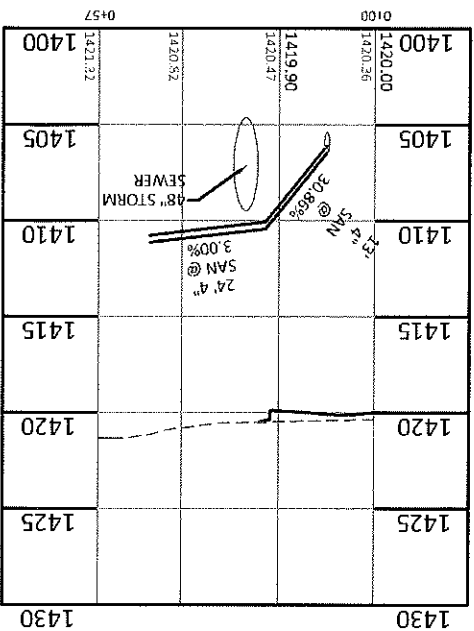
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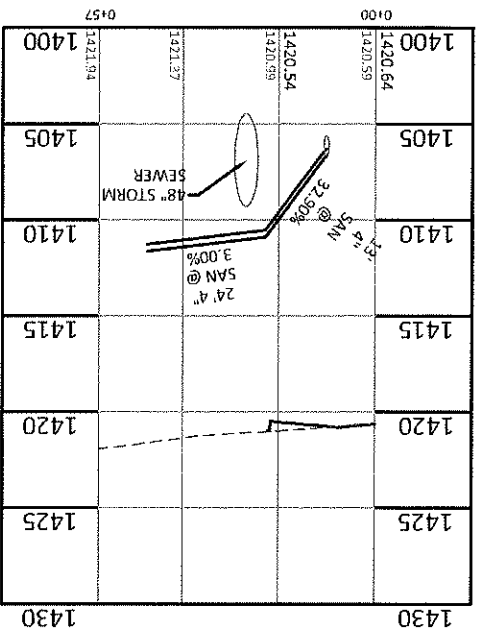
LOT 19 PROFILE



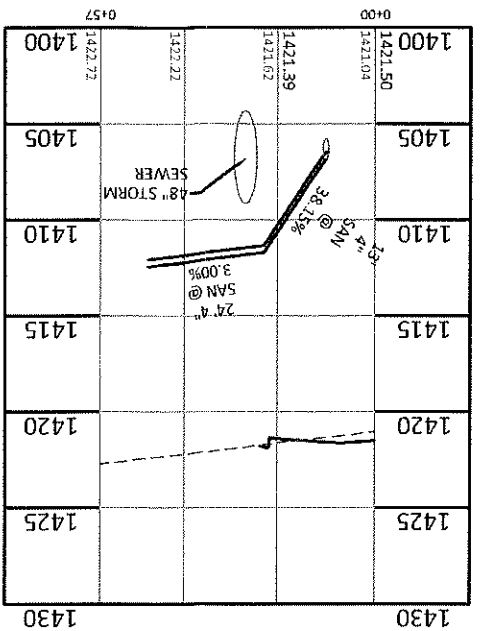
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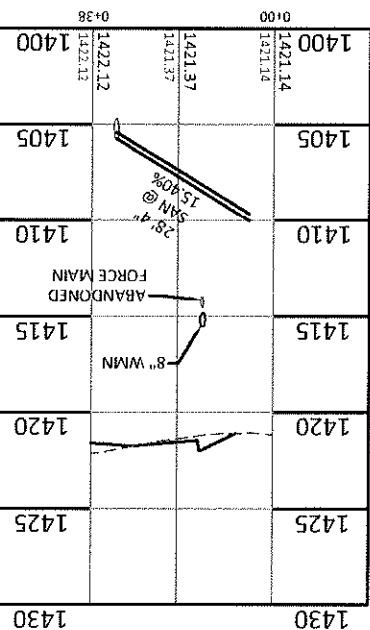
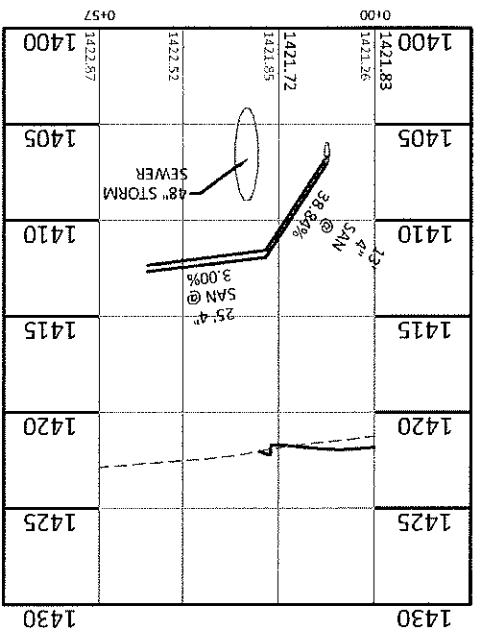
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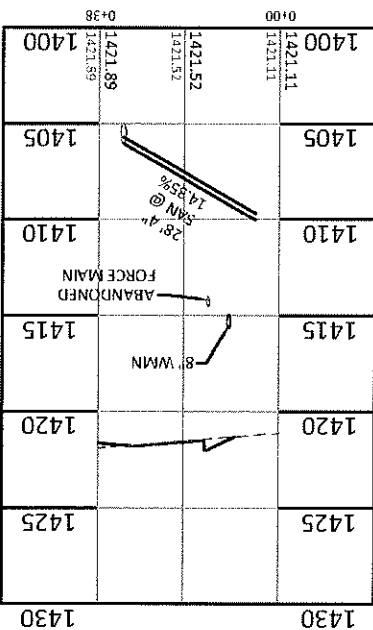
LOT 22 PROFILE



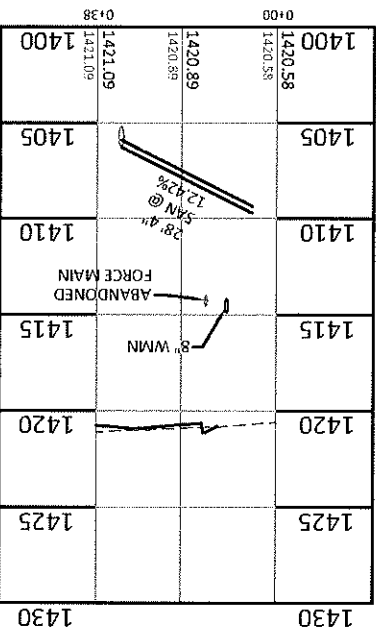
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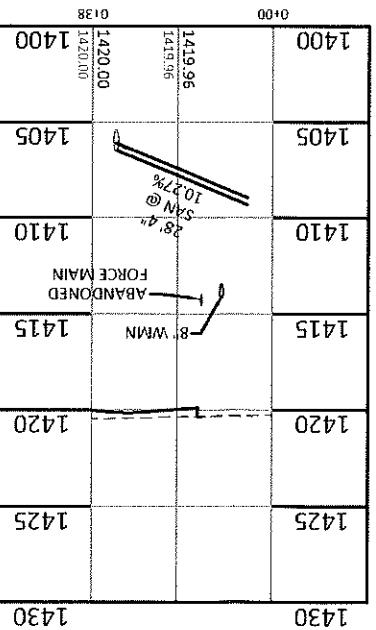
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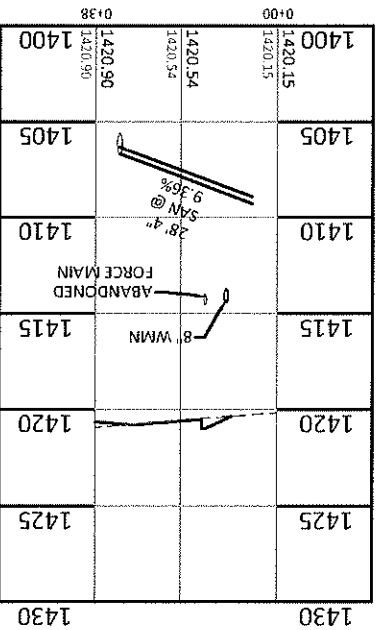
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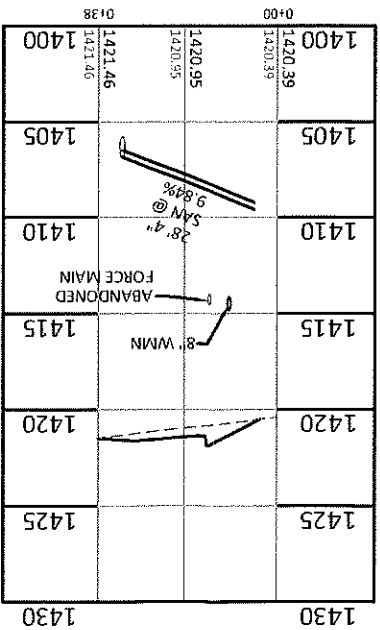
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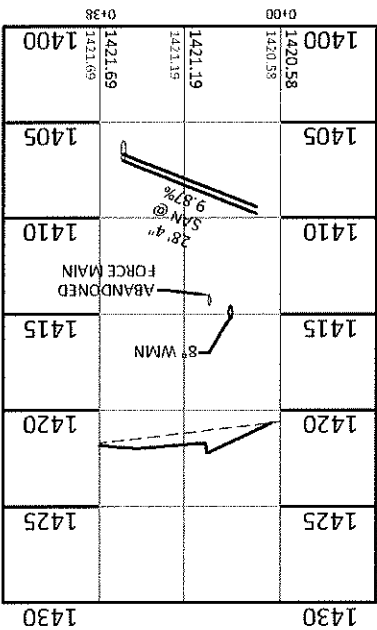
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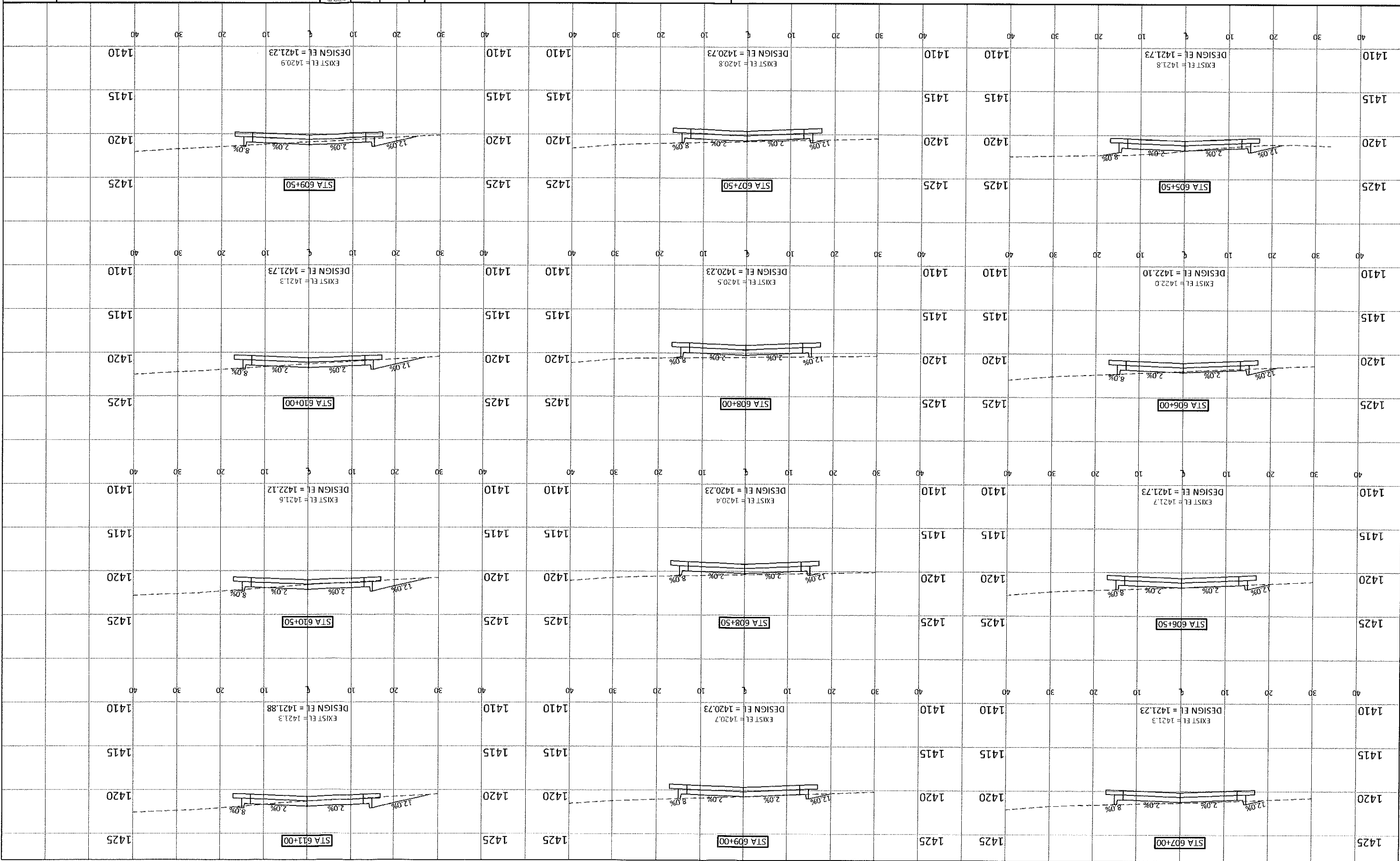
LOT 22 NORTH PROFILE



LOT 23 NORTH PROFILE



LOT 24 NORTH PROFILE



Staff Summary

4/3/2017

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: Keri Navratil, Assistant City Manager

SUBJECT: **Resolution No. 93-R-2016-2017 Approving Plans, Specifications, Form Of Contract, And Estimated Cost For 13th Street Extension**

BACKGROUND: The City owns 22 lots in 3rd Addition and infrastructure has been installed for 6 lots. The City has an offer to purchase the 6 lots in Phase I. In order to prepare for phase 2 of lot sales, infrastructure in the form of sanitary sewer, watermain, storm sewers, street and landscaping must be installed. Phase 2 of the project will include 6 lots.

Bids will be opened on April 11, 2017.

FISCAL IMPACT: The project is estimated to cost \$264,335 and will be paid by Tax Increment Financing, Road Use Tax, and Franchise Fees.

RECOMMENDATION: Approve Resolution No. 93-R-2016-2017

ATTACHMENTS:

Description	Type
□ Resolution No. 93-R-2016-2017	Resolution

RESOLUTION NO. 93-R-2016-2017

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

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 Extension; and

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

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

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

PASSED AND APPROVED this 3rd day of April 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

4/3/2017

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: James H. Patrick, City Manager

SUBJECT: **Ordinance No. 05-O-2016-2017 Repealing Current Franchise, Granting A New Franchise To Mid American Energy, And Increasing The Franchise Fee**

BACKGROUND: The City currently has an electric franchise agreement with Mid American Energy that sets a 3% franchise fee. This new Ordinance would renew the Franchise Agreement, increase the fee to 5% of gross revenue generated from sales of electricity by the Company within the corporate limits of the City. It extends the franchise to the year 2037. Council, by resolution, has set the uses of these franchise fees. Fees will start on or about July 1, 2017.

FISCAL IMPACT: Combined with natural gas the revenue will amount to approximately \$280,000 annually.

RECOMMENDATION: Council Pass Ordinance No.05-O-2016-2017 on:
~~First Reading 03/06/2017~~
~~Second Reading 03/20/2017~~
Third Reading 04/03/2017

Staff Summary

4/3/2017

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: James H. Patrick, City Manager

SUBJECT: **Ordinance No. 06-O-2016-2017 Repealing Current Franchise, Granting A New Franchise To Interstate Power And Light Company, And Increasing The Franchise Fee**

BACKGROUND: The City currently has a natural gas franchise agreement with Interstate Power and Light Company, Alliant Energy, that sets a 3% franchise fee. This new Ordinance would renew the Franchise Agreement, increase the fee to 5% of gross revenue generated from sales of natural gas by the Company within the corporate limits of the City. It extends the franchise to the year 2037. Council, by resolution, has set the uses of these franchise fees. Fees will start on or about July 1, 2017.

FISCAL IMPACT: Combined with electric the revenue will amount to approximately \$280,000 annually.

RECOMMENDATION: Council Pass Ordinance No. 06-O-2016-2017 on:
~~First Reading 03/06/2017~~
~~Second Reading 03/20/2017~~
Third Reading 04/03/2017

ATTACHMENTS:

Description	Type
Ordinance No. 06-2016-2017	Ordinance

ORDINANCE NO. 06-O-2016-2017

AN ORDINANCE REPEALING ORDINANCE NO. 02-O-2007-2008, AS AMENDED BY ORDINANCE NO. 10-O-2012-2013, AND GRANTING TO INTERSTATE POWER & LIGHT COMPANY (“COMPANY”), ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE A NATURAL GAS DISTRIBUTION SYSTEM IN THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND THE RIGHT TO LAY DOWN, OPERATE AND MAINTAIN THE NECESSARY PIPES, MAINS, AND OTHER CONDUCTORS AND APPLIANCES IN, ALONG AND UNDER THE STREETS, AVENUES, ALLEYS AND PUBLIC PLACES OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AS NOW OR HEREAFTER CONSTITUTED FOR A PERIOD OF TWENTY (20) YEARS, FOR THE PURPOSE OF DISTRIBUTING, SUPPLYING AND SELLING NATURAL GAS TO THE CITY AND ITS INHABITANTS THEREOF AND TO PERSONS AND CORPORATIONS BEYOND THE LIMITS THEREOF.

BE IT ORDAINED by the City Council of the City of Storm Lake, Buena Vista County, Iowa:

Section 1. Ordinance No. 02-O-2007-2008, as amended by Ordinance No. 10-O-2012-2013, is hereby repealed and replaced.

Section 2. There is hereby granted to **INTERSTATE POWER & LIGHT COMPANY**, herein referred to as the “Company,” its successors and assigns, the right, franchise and privilege for the term of twenty (20) years from and after the passage, adoption, approval and acceptance of this Ordinance, to lay down, maintain and operate the necessary pipes, mains and other conductors and appliances in, along and under the streets, avenues, alleys and public places in the City of Storm Lake, Buena Vista County, Iowa as now or hereafter constituted, for the purpose of distributing, supplying and selling gas to said City and the residents thereof and to persons and corporations beyond the limits thereof; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. The term “gas” as used in this franchise shall be construed to mean natural gas only.

Section 3. The mains and pipes of the Company must be so placed as not to interfere unnecessarily with water pipes, drains, sewers and fire plugs which have been or may hereafter be placed in any street, alley and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the Company, its successors and assigns shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the laying down, operation and maintenance of said natural gas distribution system.

Section 4. In making any excavations in any street, alley, avenue or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards,

barriers or signals, shall not unnecessarily obstruct the use of the streets, shall back fill all openings in such manner as to prevent settling or depressions in surface, and shall replace the surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical and if defects are caused shall repair the same.

Section 5. The Company shall, at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City orders or requests the Company to relocate its existing facilities or equipment for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment. The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities. The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Vacating a public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are paid to the Company.

Section 6. Said Company, its successors and assigns, shall throughout the term of the franchise distribute to all consumers gas of good quality and shall furnish uninterrupted service, except as interruptible service may be specifically contracted for with consumers; provided, however, that any prevention of service caused by fire, act of God or unavoidable event or accident shall not be a breach of this condition if the Company resumes service as quickly as is reasonably practical after the happening of the act causing the interruption.

Section 7. The franchise granted by this Ordinance shall not be exclusive.

Section 8. There is hereby imposed a franchise fee of three percent (3%) upon the gross revenue generated from sales of natural gas by the Company within the corporate limits of the City from the effective date of this ordinance to July 1, 2017, and a franchise fee of five percent (5%) upon the gross revenue generated from sales of natural gas by the Company within the corporate limits of the City from and after July 1, 2017. The franchise fee shall be remitted by the Company to the City on or before the last business day of the calendar month following close of the calendar quarter in which the franchise fee is charged, with the first remittance due July 31, 2017. City shall be solely responsible for the proper use of any amounts collected as a franchise fee, and shall only use such fees collected for purposes as allowed by applicable law.

Section 9. The franchise fee shall be applied to all customers' bills in accordance with Iowa Code. The Company shall not grant exemptions or refunds of the franchise fee beyond that granted by the Code of Iowa. If at any time the Iowa Utilities Board or another authority having proper jurisdiction, prohibits the collection or payment of a franchise fee, the Company shall be relieved of its obligation to collect and pay to the City the franchise fee.

Section 10. City agrees that Company's obligations related to the franchise fee are limited to those obligations set forth in Sections 8 and 9 herein. City further agrees to bear all

costs (including attorney fees), and to defend, indemnify and hold Company harmless from any and all liability, claims, or causes of action associated with disputes related to the billings and/or collection of the franchise fee, provided that the City shall not be obligated to bear such costs or to defend, indemnify and hold Company harmless if such disputes arise from claims or inaccurate billings by the Company.

Section 11. Upon receipt of a final and unappealable order or approval authorizing annexation, or changes in the limits of said City, the City Clerk shall provide written notification to an officer of Company of such annexation or change in the limits of said City, and the Company shall apply the franchise fee to its customers who are affected by the annexation or change in the limits of the City, commencing six (6) months from receipt of the written notice.

Section 12. The sum of such additional charges for the franchise fee and any additional charges related to Sections 8 and 9 above shall be shown separately on the utility bill to each customer.

Section 13. That said franchise fee shall be in lieu of any other payments to the City for the Company's use of streets, avenues, alleys and public places in the said City and other administrative or regulatory costs with regard to said franchise; and said pipes, mains, and other conductor and appliances in, along and under the streets, avenues, alleys and public places in the said City for the purpose of distributing, supplying and selling gas to said City and the residents thereof and to persons and corporations beyond the limits thereof shall be exempt from any special tax, assessment, license or rental charge during the entire term of this ordinance.

Section 14. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty (20) years from and after its acceptance by said Company as herein provided.

Section 15. The expense of the publication of this Ordinance shall be paid by the Company.

Section 16. The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within thirty (30) days from passage of this Ordinance.

Section 17. This Ordinance sets forth and constitutes the entire agreement between the Company and the City of Storm Lake with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal the prior gas system ordinance between the Company and the City of Storm Lake as of the date this Ordinance is accepted by the Company. Notwithstanding the foregoing, in no event shall the City of Storm Lake enact any ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

PASSED AND APPROVED this 3rd day of April, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra, Martinez, City Clerk

Staff Summary

4/3/2017

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Ordinance No. 07-O-2016-2017 Repealing Current Franchise, Granting A New Franchise To Iowa Lake's Electric Cooperative, And Increasing The Franchise Fee**

BACKGROUND: The City currently has an electric franchise agreement with Iowa Lake's Electric Cooperative that sets a 3% franchise fee. This new Ordinance would renew the Franchise Agreement, increase the fee to 5% of gross revenue generated from sales of electricity by the Company within the corporate limits of the City. It extends the franchise to the year 2037. Council, by resolution, has set the uses of these franchise fees. Fees will start on or about July 1, 2017.

FISCAL IMPACT: Combined with natural gas the revenue will amount to approximately \$280,000 annually.

RECOMMENDATION: Council Pass Ordinance No. 07-O-2016-2017 on;
~~First Reading 03/06/2017~~
~~Second Reading 03/20/2017~~
Third Reading 04/03/2017

ATTACHMENTS:

Description	Type
Ordinance No. 07-2016-2017	Ordinance

ORDINANCE NO. 07-O-2016-2017

AN ORDINANCE REPEALING ORDINANCE NO. 11-O-2012-2013 AND GRANTING TO IOWA LAKES ELECTRIC COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF STORM LAKE, IOWA, AN ELECTRIC SYSTEM AND COMMUNICATIONS FACILITIES AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS FOR A PERIOD OF 20 YEARS.

BE IT ENACTED by the City Council of the City of Storm Lake, Iowa:

Section 1. Ordinance No. 11-O-2012-2013 is hereby repealed and replaced.

Section 2. There is hereby granted to Iowa Lakes Electric Cooperative, an Iowa electric cooperative corporation, hereinafter called "Cooperative," and to its successors and assigns the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Storm Lake, Iowa, hereinafter called the "City," a system for the transmission and distribution of electric energy and communications signals along, under, over and upon the streets, avenues, alleys and public places to serve customers within and without the City, and to furnish and sell electric energy to the City and its inhabitants. The term of this franchise is twenty (20) years from and after the effective date of this ordinance. The Cooperative is granted the right to appropriate and condemn private property if each such use is approved by the City Council prior to the exercise of powers of eminent domain in regard to a specific project or projects.

Section 3. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa (2017) or as subsequently amended or changed.

Section 4. The Cooperative shall have the right to erect all necessary poles and to place thereon the necessary wires, fixtures and accessories as well as excavate and bury conductors for the distribution of electric energy and communications signals in and through the City, but all said conduits and poles shall be placed as not to interfere with the construction of any water pipes, drain or sewer, or the flow of water therefrom, which have been or may hereafter be located by authority of the City. The Cooperative is authorized and empowered to cut and trim at its expense, any trees extending into any right of way, street, alley, or public ground so as to prevent limbs or branches from interfering with the wires and facilities of the Cooperative. Tree trimming will be done to current nationally accepted standards and practices.

Section 5. The Cooperative shall, at its cost and expense, locate and relocate its installations in, on, over or under any public street or alley in the City in such manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City has a reasonable alternative route for the street, alley or public improvements which alternative route would not cause the relocation of the Cooperative installations, the City shall select said alternative route. If relocation of the Cooperative facilities

could be avoided by relocating other franchisee's or facility user's equipment and facilities, and said other franchisee's or user's cost of relocation is less than the Cooperative's, the City shall select the route which requires the other franchisees or users to relocate. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall use its best efforts to secure said funds and provide them to the Cooperative to compensate the Cooperative for the costs of relocation.

Section 6. In making excavations in any streets, avenues, alleys and public places for the excavation of conduits or the erection of poles and wires or other appliances, the Cooperative shall not unreasonably obstruct the use of the streets, and shall replace the surface, restoring the original condition as nearly as practicable. The Cooperative shall be required to restore or modify public right of way, sidewalks or other areas disrupted by the Cooperative project to a condition that meets all current federal, state, or local standards, codes, and regulations. Cooperative agrees any replacement of road surface shall conform to current City code regarding its depth and composition.

Section 7. The Cooperative shall not be required to relocate, at its cost and expense, Cooperative facilities in the public right of way that have been relocated at Cooperative expense at the direction of the City in the previous five (5) years.

Section 8. Pursuant to relocation of Cooperative facilities as may be required by Sections 5, 6 and 7, if the City orders or requests the Cooperative to relocate its existing facilities or equipment in order to facilitate the project of a commercial or private developer or other non-public entity, the City shall reimburse or the City shall require the developer or non-public entity to reimburse the Cooperative for the cost of such relocation as a precondition to relocation of its existing facilities or equipment. The Cooperative shall not be required to relocate in order to facilitate such private project at its expense.

Section 9. The Cooperative shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, caused or occasioned in whole or in part, by the Cooperative's negligence in construction, reconstruction, excavation, operation or maintenance of the electric facilities authorized by this franchise; provided, however, that the Cooperative shall not be obligated to defend, indemnify and save harmless the City for any costs or damages arising from the negligence of the City, its officers, employees or agents.

Section 10. The Cooperative shall construct, operate and maintain its facilities in accordance with the applicable regulations of the Iowa Utilities Board or its successors.

Section 11. During the term of this franchise, the Cooperative shall furnish electric energy in the quantity and quality consistent with applicable Iowa laws and regulations.

Section 12. All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Cooperative.

Section 13. The use of the streets and right of way by the Cooperative shall be subject to reasonable regulations by the City Council not inconsistent with this franchise and shall be consistent with the use of the streets and right of way for proper street and right of way purposes by the public, by the City, by the public utilities, and others; and, in the case of public grounds, shall be consistent with the use of such public grounds by the City and by the public for the purpose for which they are used and intended. This Ordinance and grant of franchise is not intended in any way to affect or modify or surrender any powers now held by the City or which may hereafter be granted to the City by the State legislature.

Section 14. There is hereby imposed upon and shall be collected from the retail electric customers of the Cooperative receiving service, pursuant to the tariff, located within the corporate limits of the City and remitted by the Cooperative to the city, a franchise fee of three percent (3%) of the gross revenue generated from the sales, minus uncollectible amounts, within the corporate limits of the City from and after the effective date of this Ordinance until July 1, 2017, and a franchise fee of five percent (5%) of the gross revenue generated from the sales, minus uncollectible amounts, within the corporate limits of the City from and after July 1, 2017. Franchise fees shall be remitted on or before the last business day of the month following the close of the calendar quarter in which fees were charged.

Section 15. This Ordinance and the rights and privileges herein granted shall not become effective or binding until this Ordinance has been approved in accordance with Iowa law. The cost and expense of any municipal election relating to the ordinance and franchise shall be paid by the Cooperative. Within thirty (30) days after the approval of this Ordinance, the Cooperative shall file in the office of the clerk of City its acceptance in writing of all the terms and provisions of this Ordinance.

Section 16. Upon the effective date of this Ordinance, all prior electric franchises granted to the Cooperative to furnish electric service to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

This Ordinance shall be effective once approved in accord with Iowa law.

PASSED AND APPROVED this 3rd day of April, 2017.

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk