

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
SEPTEMBER 20, 2021
5:00 PM**



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

AGENDA

ACCESS TO THE OFFICIAL MEETING CAN ALSO BE DONE THROUGH THE FOLLOWING WAYS:

BY TELEPHONE:

Dial: 1-312-626-6799 or toll-free: 1-888-475-4499
Zoom Meeting ID: 933-2006-3301

BY COMPUTER:

<https://zoom.us/j/93320063301>

- A. Pledge of Allegiance
- B. Consideration of Changes in Agenda and Setting the Agenda
- C. Disclosure by City Council Members
- 1. Hear the Public
- 2. Consent Agenda
 - A. Buy Local Information
 - B. Motion to Approve An Application For Tax Abatement On Residential and Commercial Properties
 - C. Approve Consent Agenda
 - D. SLPD City Code Enforcement Summary
- 3. Ordinance No. 03-O-2021-2022 Amending Title 8 Of The Municipal Code By Repealing Subsections (B)2 And (B)3 Of Section 8-2-1 On "Concealed Weapons" - 3rd Reading
- 4. Motion Setting the Public Hearing for the Fiber Optic Improvements - 2021 Plans, Specifications, and Form of Contract
- 5. Public Hearing On A Proposal To Amend The City Code By Updating The Referenced Construction Codes and Standards To The Most Recent Editions
- 6. Ordinance No. 04-O-2021-2022 Amending The City Code By Updating The Referenced Construction Codes and Standards To The Most Recent Editions - 1st Reading
- 7. Resolution No. 30-R-2021-2022 Setting a Public Hearing on Submission of an Application for a

Community Development Block Grant (COVID-CV) City of Storm Lake Public Library

8. **Public Hearing for Memorial Lift Station Project Update**
9. **Resolution No. 31-R-2021-2022 Approving Iowa Department of Transportation Agreement for Traffic Safety Improvement Program (TSIP) Funding**
10. **Resolution No. 32-R-2021-2022 Approving Amendment to Developer's Agreement and Easement Agreement with Bloomfield Acres, LLC (Kading Properties)**
11. **City Council Requested Items**
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

9/20/2021

Agenda Item # B.



City of Storm Lake
PO Box 1086
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REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

9/20/2021

Agenda Item # C.



City of Storm Lake
PO Box 1086
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REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

9/20/2021

Agenda Item # A.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
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REPORT TO: Honorable Mayor and City Council

FROM: 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:

Breakout	Calculated Expenses
Buena Vista County	\$ 5,840.96
Contract/Agreement	\$ 488,007.23
Local	\$ 123,353.75
Non- Local	\$ 75,001.18
Payroll/Refunds/Pyrl Tax & Ins	\$ 121,776.33
Total Expenses	\$ 813,979.45
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
Project Activity Report	Backup Material

Summary

Project Summary

Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
01112-0019	WasteWater Treatment Facility Wetlan...	1,200,365.00	114.05	1,170,187.96	0.00	1,170,187.96	30,177.04
01112-0020	10th & Ontario StormWater Improvem...	1,753,734.33	-0.48	1,752,412.45	0.00	1,752,412.45	1,321.88
01112-0021	4th & Oats StormWater Improvements	938,841.70	2,472.23	807,020.07	0.00	807,020.07	131,821.63
16-19284	4th & Bartion Storm Water Improvemen...	763,468.10	15,548.00	708,690.56	299.98	708,990.54	54,477.56
18-CF-004	United Community Health Service Center	600,000.00	0.00	561,683.60	0.00	561,683.60	38,316.40
19-22797	Memorial Lift Station Improvements	2,504,367.00	737.88	1,201,128.38	4,204.69	1,205,333.07	1,299,033.93
20-23848	Storm Lake WTP- Electrical MCC Replac...	277,550.00	11,564.58	256,401.86	1,667.02	258,068.88	19,481.12
20-24387	Radio Park Lift Station Replacement	567,282.92	567,282.92	234,513.43	46,080.75	280,594.18	286,688.74
20-HSG-022	2021 Housing Sustainability Project	78,000.00	78,000.00	37,702.12	0.00	37,702.12	40,297.88
35665	1st & Mae Street	764,059.53	-2,532.27	762,737.66	0.00	762,737.66	1,321.87
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	0.00	408,984.48	0.00	408,984.48	1,321.87
New 1	BRIC	3,430,800.00	3,430,800.00	0.00	19,735.00	19,735.00	3,411,065.00
New 2	Richland Street, Phase 2 Improvements	165,500.00	165,500.00	0.00	152,316.00	152,316.00	13,184.00
P11.112742	North Central SW Phase II	1,854,441.25	-515.87	1,853,147.38	0.00	1,853,147.38	1,293.87
P11.117908	Michigan Street Parking Lot Reconstruct...	408,199.80	-64.56	453,347.70	0.00	453,347.70	-45,147.90
P11.118940	Oneida Street Reconstruction from RR t...	2,439,962.12	0.00	1,374,457.24	53,183.40	1,427,640.64	1,012,321.48
P11.119679	FEMA Lake Bank Restoration	117,831.01	0.00	123,185.51	0.00	123,185.51	-5,354.50
P11.120411	Highway 7/110 Traffic Lane/Signalization	1,423,630.00	48,362.18	215,531.48	258.76	215,790.24	1,207,839.76
P11.120478	Tulip Lane SW Improvements	513,049.50	9,680.19	399,419.83	0.00	399,419.83	113,629.67
P11.120650	2020 Expansion Blvd Improvements	1,074,680.60	42,987.22	935,262.11	8,312.50	943,574.61	131,105.99
P11.122266	7th Street Sewer Lining/2021 CIPP	514,861.25	514,861.25	330,784.00	150,783.15	481,567.15	33,294.10
T51.119823	Runway 13/31 & Taxiway Lighting	453,189.00	0.00	429,776.77	3,019.50	432,796.27	20,392.73
Urban20WQI-004	SLHS Courtyard Conservation	100,000.00	100,000.00	18,033.71	1,321.25	19,354.96	80,645.04
Report Total:		22,354,119.46	4,984,797.32	14,034,408.30	441,182.00	14,475,590.30	7,878,529.16

Group Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	453,189.00	0.00	429,776.77	3,019.50	432,796.27	20,392.73
Building Resilient Infrastructure and Co...	3,430,800.00	3,430,800.00	0.00	19,735.00	19,735.00	3,411,065.00
Economic Development	895,831.01	178,000.00	740,604.94	1,321.25	741,926.19	153,904.82
National Resiliency Disaster Grant Proje...	8,713,127.01	539,627.10	8,193,384.39	151,083.13	8,344,467.52	368,659.49
Sanitary Sewer Projects	3,071,649.92	568,020.80	1,435,641.81	50,285.44	1,485,927.25	1,585,722.67
Street Construction	5,511,972.52	256,784.84	2,978,598.53	214,070.66	3,192,669.19	2,319,303.33
Water Project	277,550.00	11,564.58	256,401.86	1,667.02	258,068.88	19,481.12
Report Total:	22,354,119.46	4,984,797.32	14,034,408.30	441,182.00	14,475,590.30	7,878,529.16

Type Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	8,861,172.44	836,370.22	4,670,642.20	266,023.12	4,936,665.32	3,924,507.12

Staff Summary

9/20/2021

Agenda Item # B.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
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REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building & Code Compliance Director

SUBJECT: **Motion to Approve An Application For Tax Abatement On Residential and Commercial Properties**

BACKGROUND: Owners of property within the corporate limits of Storm Lake which have built new buildings or have remodeled existing structures, **and are not located in an Urban Renewal Area**, may apply for a property tax abatement.

Owners of residential property may apply for an abatement of 100% of the first \$75,000 of actual value added for a period of five (5) years. Owners of commercial properties may apply for an abatement of 50% on the actual value added for a period of three years.

The amount of increase in value is determined by the Buena Vista County Assessors Office, which will ultimately decide if the property will be eligible for an abatement and how much abatement will be provided.

Applications for tax abatements must be received by the City no later than February 1st and the City must deliver the approved applications to the County Assessors Office no later than March 1st. Applications outside of these dates will still be accepted, but the timing of the abatement will be different than those applications received in the required submittal dates.

There is one residential abatement request included in this Consent Agenda item requesting a tax abatement. It is located at the following address: 1008 Evergreen Avenue (New Home).

The attached application for a tax abatement is not located in an Urban Renewal Area, so it is eligible to apply for a residential or Commercial tax abatement. The application, if approved by

Council, will be forwarded to the Buena Vista County Assessors Office. If approved by the Assessors Office, the property will receive tax abatements.

FISCAL IMPACT: The amount of abatement available for the residential and commercial additions is subject to the actual value added to the properties, which will not be known until the properties have been reassessed by Buena Vista County.

RECOMMENDATION: Review and approve the application for tax abatement under the urban revitalization plan for the property located at 1008 Evergreen Avenue.

ATTACHMENTS:

Description		Type
D	Tax Abatement Application - 1008 Evergreen Ave - Cristian Sanchez	Application



TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More information visit:
www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

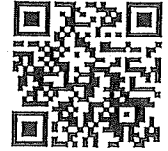
Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
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Code!



☐ Prior Approval for Intended
Improvements

☐ Approval of Improvements Completed

Property Address: 1008 Evergreen Ave., Storm Lake, IA 50588

Legal
Description: LOT Nine(9), Friesen's second addition to the
City of Storm Lake.

Property ID Number (PIN): 1035362009 Owner E-mail:

Property Owner Name: Cristian Sanchez Phone Number: 712-730-1914

Owner Address (If different than above)

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the PROPOSED use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the nature of the improvements being completed?

☒ New Construction ☐ Addition ☐ General Improvements

Describe
Improvements:

Estimated or Actual Date of Completion:

5-3-2019

Estimated or Actual costs of Improvements:

240,000

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.

Tax Abatement is **NOT** allowed in any current or future Urban Renewal Area within the City limits of the City of Storm Lake. Your application for Tax Abatement must be filed with the City of Storm Lake by February 1st of the assessment year for which the exemption is first claimed but in no case not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation. Your project must be completed so that the first full assessment is not later than January 1, 2024.

Your signature below indicates your understanding of the City of Storm Lake Urban Revitalization Program and authorizes your desire to apply for tax abatement on this property provided that it qualifies under the terms of the program.

Please attach the approved building permit to your application.

Signature: Cristian Sanchez
Print Name: Cristian Sanchez Date: 9-10-21
Title: Buyer Company: _____

City of Storm Lake ONLY

Date Received: 9-11-2021

1st Year Fully Assessed: _____

☒ Check Box if property is **NOT** in an existing Urban Renewal Area

Building Permit #: BP18-0251

☐ For Rental Properties - Verified that property is on rental inspection registration list

☒ Check Box if application is approved

☐ Check Box if application is **NOT** approved

Disapproval Reason: _____

Authorized by Building Official: Scott Olu

Date: 9-15-21

Authorized by Mayor: _____

Date: _____

Attested by City Clerk: _____

Date: _____

☐ Application Scanned to Laserfiche

Delivered to BV County Assessor on: _____

By: _____

City needs to submit application to Buena Vista County Assessor by March 1st annually.

Buena Vista County Assessor ONLY

Present Value of Structure: _____

Assessed Value with Improvements: _____

☐ Check Box if property **IS** eligible for Tax Abatement

☐ Check Box if property is **NOT** eligible for Tax Abatement

Assessor Signature: _____

Date: _____

☐ Check Box once final copy returned to City of Storm Lake



Building Improvements Permit

Permit #: BP18-0251

**INSPECTIONS REQUIRE 24 HOUR ADVANCED NOTICE
CALL 732-8002 TO SCHEDULE APPOINTMENT**

Date: 1/4/2019

Permit expires SIX MONTHS from date of issuance.

1008 EVERGREEN AVENUE

Address of Property

JOE AUBE

518 CHEROKEE ST

ALTA, IA 51002

Name & Address of Property Owner

Zoning District

FAMDWELLING

Contractor Name

Permit Type

Permission To:

PAID New 40' x 56' single family dwelling. Ben Friesen is the General Contractor, Schable is the Plumber, and Delp is the Electrician. PAID \$1.00 IN INCODE 2-4-19

Total Cost of Project: \$196000

Cost of Permit: \$1580.91

☐ I have received the Tax Abatement Form.

The owner agrees to inspections of all installations subject to all pertinent code requirements. Permit not valid unless signed by the Building Official. Permit must be kept on the job site.

Building Official/Code Enforcement Officer

Property Owner or Contractor

THIS PERMIT AUTHORIZES CONSTRUCTION OF IMPROVEMENTS SPECIFIED.

By signing above, the applicant hereby agrees, in consideration of the issuance of this permit, to assume responsibility for and to hold the City harmless in regard to any and all claims of injury or damage arising from the acts or omissions of the applicant or his/her agents while acting under the authority of this permit. The applicant further agrees to comply with the provisions of the Code of the City of Storm Lake, Iowa and 29 CFR Part 1926.650, 651 and 652 as adopted by the Iowa Division of Labor.

Staff Summary

9/20/2021

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: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the September 7, 2021 City Council Minutes
- Approve Renewal Liquor License for Cafe Havana, Elements, Al's Liquor, Hy-Vee Fast & Fresh - pending dram shop certification
- Approve New Liquor License for Beer Thirty Storm Lake
- Approve New Cigarette License for Beer Thirty Storm Lake
- Approve Tax Abatement for 1008 Evergreen Avenue - Cristian Sanchez
- Approve the SLPD Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - - \$693,334.69
- King's Pointe & Sunrise Pointe Golf Course Bills -- \$175,692.15

The City will receive the following revenues:

- Liquor License Fees -- \$475.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe Claims	List of Bills
☐ September 7, 2021 Minutes	Minutes
☐ Elements Liquor Application 2021	Application
☐ Cafe Havana Liquor Application 2021	Application

Al's Liquor - Central Mart Liquor Application 2021	Application
Hy-Vee Fast & Fresh Liquor Application 2021	Application
Beer Thirty Liquor Application 2021	Application
Beer Thirty Cigarette Application 2021	Application



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 09/10/2021 - 09/22/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Control System Specialists, LLC	BVC	Vandal Proof Guards	2,899.56
Mike's Electronics Inc	BVC	Power Solutions Repairs	1,190.36
ProElect/ Professional Electronics	BVC	Fire Alarm Inspection	375.00
Mike's Electronics Inc	BVC	Grit Pumps Repairs	552.50
Buena Vista County Solid Waste	BVC	Recycling	108.68
Control System Specialists, LLC	BVC	Service Call	98.50
Mike's Electronics Inc	BVC	C65 LS Service Call	285.00
Daynia Jolie Werner	BVC	2021 Band Participation	90.00
Buena Vista County Solid Waste	BVC	Recycling	141.96
Yards & Etc	BVC	Mowing Services- 1718 Rose Lane- Habitat	50.00
Buena Vista County Solid Waste	BVC	Recycling	49.40
BVC Total:			5,840.96
Contract/Agreement			
Bolton & Menk, Inc	Contract/Agreement	DOT Development Services	152,316.00
Hydro-Klean, LLC	Contract/Agreement	Pay Request #4 of 2021 CIPP	141,938.65
Bolton & Menk, Inc	Contract/Agreement	Construction Services	53,183.40
Christiansen Commercial Contracting, Inc	Contract/Agreement	Pay #4 of Radio Park LS Replacement	45,885.00
Bolton & Menk, Inc	Contract/Agreement	Pre-Application Services	19,735.00
I & S Group, Inc	Contract/Agreement	Water Plant Study	18,100.00
Bolton & Menk, Inc	Contract/Agreement	General Engineering Services	38,306.50
I & S Group, Inc	Contract/Agreement	Construction Admin	7,391.33
Bolton & Menk, Inc	Contract/Agreement	Construction Admin	3,019.50
I & S Group, Inc	Contract/Agreement	NRS Final Report	5,903.57
Emmons & Olivier Resources, Inc	Contract/Agreement	Construction Admin	1,321.25
I & S Group, Inc	Contract/Agreement	Observation Services	299.98
Bolton & Menk, Inc	Contract/Agreement	Property Acq Services	258.76
I & S Group, Inc	Contract/Agreement	Construction Admin	195.75
Power Solutions, Inc	Contract/Agreement	AC Fuse	152.54
Contract/Agreement Total:			488,007.23
Local			
MidAmerican Energy Company	Local	Electric Services	69,060.44
Stille Pierce & Pertzborn	Local	Sierra Addition & WC Audit	14,920.00
Growmark, Inc	Local	Fuel	9,969.29
Jim Bartholomew	Local	September 2021 Airport Contract	5,783.97
Rebnord Technologies, Inc	Local	IT Service Agreement	3,583.12
Verizon Wireless Services LLC	Local	Cell Phone Service	3,494.64
Stanton Electric, Inc	Local	Pedestal Installation	2,649.34
MidAmerican Energy Company	Local	Street Light- Oneida & Magnolia Lane	2,487.89
A & A Automotive	Local	Differential Replacement	2,332.35
Stanton Electric, Inc	Local	Emerald Park LS Repairs	1,330.19
Alliant Energy	Local	Gas Services	1,037.53
Central Bank	Local	Services	993.75
A & A Automotive	Local	Brake Repairs #59	918.62
Storm Lake Ace Hardware	Local	Supplies	853.55
Dianne Johnson	Local	Bd & Disp Cats & Dogs	680.00
Michael P. Reinert	Local	Channel Cutting	385.00
Iowa Office Supply Inc	Local	Office Supplies	262.85
Rust Publishing NWIA, LLC	Local	August 2021 Publications	230.13
The Storm Lake Times	Local	August 2021 Publications	217.85
Plumbing & Heating Wholesale, Inc	Local	Pipe	188.06
Visual Edge Inc	Local	Copier Maintenance Agreement	157.73
Edwards Storm Lake	Local	Service Call	133.17
Qwest Corporation	Local	Phone Service	133.11

My Buy Local_v1

Payment Date Range: 09/10/2021 - 09/22/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
O'Reilly Automotive Inc	Local	Battery	110.63
Dennis R Julius	Local	Entrance Mat Services	99.00
Stanton Electric, Inc	Local	Lights	88.50
Pizza Ranch	Local	9/9/2021 Services- Safety Bingo	86.79
Visual Edge Inc	Local	Copier Maintenance Agreement	80.95
Rust Publishing NWIA, LLC	Local	Advertising	79.84
McCrea Eneterprises	Local	Paint	78.00
Visual Edge Inc	Local	Copier Maintenance Agreement	74.29
Vetter Equipment	Local	Stihl Supplies	73.98
The Storm Lake Times	Local	FY2022 Subscription CH	71.95
Buena Vista Regional Medical Center	Local	6/25/2021 Testing Services- Beeck	71.00
Iowa Office Supply Inc	Local	Stamp	62.00
Visual Edge Inc	Local	Copier Maintenance Agreement	60.97
Kelly Johnson	Local	August 2021 Punches	60.00
Vetter Equipment	Local	Leaf Blower Repairs- Less Tax	54.31
Schuelke Powersports	Local	Fuel Injector	51.90
Dennis R Julius	Local	Laundry Services	51.45
Fastenal Company	Local	Earmuffs	51.19
JSC Inc	Local	Water	47.70
Holzhauser Ford Lincoln Storm Lake Inc	Local	Caliper Repairs	37.93
Visual Edge Inc	Local	Copier Maintenance Agreement	25.27
Fastenal Company	Local	Supplies	47.78
Visual Edge Inc	Local	Copier Maintenance Agreement	23.04
Graham Tire	Local	Tire Repairs	21.60
Iowa Office Supply Inc	Local	Video Processing	55.17
Fastenal Company	Local	Supplies	5.66
North Lake Truck Repair	Local	Fittings	5.23
JSC Inc	Local	Bottle Deposits	-24.96

Local Total: 123,353.75

Non-Local

Engel Agri-Sales, Co	Non-Local	Sprayer	12,500.00
Keller Plumbing, Heating, & Air LLC	Non-Local	Furnace & AC Replacement	6,357.09
Mississippi Lime Company	Non-Local	Lime	23,796.23
Connected Solutions Group, LLC	Non-Local	Wireless Modem Install- Final	4,457.28
Bend Mailing Services, LLC	Non-Local	Bill Printing Services	2,914.10
OPG-3 Inc	Non-Local	FY2022 Laserfiche Subscription	2,814.00
Pulse Technology Partners LLC	Non-Local	Radar	2,802.00
Richard O. Emmons	Non-Local	Subscription Services	2,368.25
OverDrive, Inc	Non-Local	E-Book BRIDGES	2,208.00
Beck Engineering, Inc	Non-Local	Engineering Services	1,262.50
Demco, Inc	Non-Local	Tags	1,171.32
Utility Supply of America, Inc	Non-Local	Plugs & Caps	1,092.52
Vessco, Inc	Non-Local	Equipment	988.00
Imagine the Possibilities, Inc	Non-Local	Janitorial Services	800.00
Hallett Materials	Non-Local	Sand	774.46
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	732.20
Brodart Co.	Non-Local	Books	642.14
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	624.01
Werner Sewer & Septic, LLC	Non-Local	Sewer Jetting	600.00
Toyne, Inc	Non-Local	Pump	590.66
NJ Criminal Interdiction LLC	Non-Local	Admission- Lane & Butler	498.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	469.70
Brodart Co.	Non-Local	Books	463.57
Environmental Resource Associates	Non-Local	Testing Supplies	315.09
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	302.40
Iowa Department of Public Safety	Non-Local	3rd Qtr 2021 IOWA System	300.00
Vessco, Inc	Non-Local	Pumphead	299.80
Werner Sewer & Septic, LLC	Non-Local	Pit Drain Cleaning	225.00
Schumacher Elevator Company	Non-Local	Elevator Maintenance	220.67
Northwest Glass, Inc	Non-Local	Door Repairs- Less Tax	194.00

My Buy Local_v1

Payment Date Range: 09/10/2021 - 09/22/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
Iowa League of Cities	Non-Local	2021 MPI Fall Session Registration- Oakleaf	176.00
National Fire Protection Association	Non-Local	FY2022 Membership- Olesen #3508932	175.00
Iowa League of Cities	Non-Local	Order #25641- Fall 2021 Registration- Gibbins	350.00
University Enterprises, Inc	Non-Local	Enrollments- Huse	150.00
Marcus Lumber Company Corp	Non-Local	Supplies	123.69
Houchen Bindery, Ltd	Non-Local	Supplies	121.00
Nebraska Library Association	Non-Local	2021 NLA Conference Reg- Kampbell	119.00
Dale Vitito	Non-Local	Belt	117.89
Hach Company	Non-Local	Testing Supplies	90.20
Polydyne Inc	Non-Local	Chemicals	79.13
Midwest Tape, LLC	Non-Local	DVDs	62.22
Salus LLC	Non-Local	August 2021 Memberships	60.00
Universal Truck Equipment, Inc	Non-Local	Pipe	58.40
Ingram Library Services, Inc	Non-Local	Books	54.99
Baker & Taylor, Inc	Non-Local	Books	53.92
Midwest Tape, LLC	Non-Local	DVDs	93.70
UPS	Non-Local	Shipping	80.09
Steven A Beeck	Non-Local	Window Cleaning Services	39.00
Ingram Library Services, Inc	Non-Local	Books	36.86
Cintas First Aid & Safety	Non-Local	First Aid Supplies	35.59
Baker & Taylor, Inc	Non-Local	Books	24.17
Johnston Automotive & Industrial of Spenc	Non-Local	Filters	23.52
Midwest Tape, LLC	Non-Local	DVDs	22.49
Ingram Library Services, Inc	Non-Local	Books	22.39
Marcus Lumber Company Corp	Non-Local	Adhesive	18.98
Ingram Library Services, Inc	Non-Local	Books	18.30
Baker & Taylor, Inc	Non-Local	Books	18.24
Ingram Library Services, Inc	Non-Local	Books	52.91
UPS	Non-Local	Double Payment	-59.49
Non-Local Total:		75,001.18	
Payroll/Refunds			
Glenn Schlessler	Payroll/Refunds	9/2/2021 Travel Reimb	787.74
Mayra Martinez	Payroll/Refunds	2021 MPA Travel Reimb	138.00
Matthew J Beckman	Payroll/Refunds	Grade 3 WTP- Cert Fee	80.00
Custodian of Petty Cash	Payroll/Refunds	August 2021 Postage	61.03
Matthew J Beckman	Payroll/Refunds	Grade 3 WTP- Test Fee 6/10/2021	60.00
Custodian of Petty Cash- Jean Cashman	Payroll/Refunds	9/14/2021 Petty Cash	4.80
Payroll/Refunds Total:		1,131.57	
Grand Total:		693,334.69	

King's Pointe Resort

Claims Publication

From 9/2/2021 to 9/15/2021

Vendor	Description	Amount
360 Custom Designs, LLC	Services	\$2,210.40
Alliance Reservations Network	Services	\$91.40
Angelica Zafra	Refund	\$200.00
Authnet	Services	\$25.00
Buena Vista Regional Medical Center	Services	\$966.00
Cintas Corporation	Supplies	\$3,362.32
City of Storm Lake	Utilities	\$3,733.85
Copper Cottage	Services	\$1,852.33
COUNSEL	Services	\$258.49
Deluxe Branded Marketing	Services	\$527.91
Doll Distributing	Beverages	\$624.54
Edgar Neri	Refund	\$200.00
Fintech	Services	\$56.65
Frigitec Inc.	Services	\$479.40
Garbage Hauling Service, Inc.	Utilities	\$573.20
Hawk-I Plumbing, Inc.	Supplies	\$120.00
Heartland Payment Systems	Services	\$16,406.90
Hermel Wholesale	Food	\$365.15
HyVee	Beverages	\$1,996.50
Johnson Brothers	Beverages	\$37.80
Lindsey Nielsen	Refund	\$200.00
Long Lines LLC	Utilities	\$1,022.09
M3 Accounting Services Inc.	Services	\$508.07
Martin Brothers	Food	\$11,944.05
Methodist Manor Retirement Comm	Services	\$300.00
Michael Lee Miller	Refund	\$101.65
MidAmerican Energy	Utilities	\$19,759.29
Nelson's Premix and Vet Supply	Supplies	\$1,931.18
Office Elements	Services	\$107.93
Payroll 9/15/2021	Payroll	\$83,624.13
Pepsi Beverages Company	Beverages	\$6,413.59
Plumbing and Heating Wholesale, Inc.	Supplies	\$8.41
Power Solutions Inc.	Services	\$360.00
Spencer Radio Group	Services	\$84.00
Storm Lake Ace Hardware	Supplies	\$634.90
Symmetry Energy Solutions LLC	Services	\$5,435.52
Sysco Iowa, Inc.	Food	\$7,730.34
TY Inc.	Supplies	\$280.71
Vizergy	Services	\$1,158.45
		<u>\$175,692.15</u>

**CITY OF STORM LAKE, CITY HALL CHAMBERS REGULAR COUNCIL MEETING
SEPTEMBER 7, 2021, 5:00 PM**

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith, Kevin McKinney, and Maria Ramos (via Phone). Absent: none

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon (via phone), City Attorney Phil Havens, Police Chief Chris Cole, Fire Chief Mike Jones, Water Quality Code Compliance Director Scott Olesen, Library Director Elizabeth Huff, Public Services Supervisor Scott Bonebrake, Assistant Public Services Brandon Ripke, Finance Director Brian Oakleaf, City Clerk Mayra Martinez, and Staff Accountant Tyler Gibbins.

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

Pledge of Allegiance

Consideration of Changes in Agenda and Setting the Agenda - Moved by Council Member Smith to approve setting the agenda. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Disclosure by City Council Members - No items at this time.

Hear the Public - Patricia Hampton, President of the Board for the Witter Gallery, read parts of the formal agreement to the council. Submitting to the Council and the Library Director the Witter Gallery list of the repair items needed.

Consent Agenda – Moved by Council Member McKinney to remove from the consent agenda the Café Havana and Beer Thirty liquor license and Beer Thirty cigarette request. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Moved by Council Member Ibarra to approve the consent agenda which includes List of bills Check #s 22741, 77274 through 77352, EFT #'s 605, 2274 through 2313, DFT #'s 1271 through 1294, King's Pointe and Sunrise Pointe disbursements, the August 16, 2021 City Council Minutes, renewal Liquor Licenses for Storm Lake Honda, reappointment of Simri Rodriguez to the Board of Adjustment - 5 year term, Sunrise Pointe Golf Course Hole Sponsorship agreements, and the SLPD Code Enforcement Summary. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

Moved by Council Member McKinney not to approve Café Havana and Beer Thirty liquor license and Beer Thirty cigarette request. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Amending Title 8 Municipal Code - 2nd Reading - Moved by Council Member Ibarra to approve 2nd Reading of Ordinance No. 03-O-2021-2022 Amending Title 8 Of The Municipal Code By Repealing Subsections (B)2 And (B)3 Of Section 8-2-1 On "Concealed Weapons." Seconded by Council Member Smith. Roll call vote: All Ayes. Motion carried.

SLCSD Courtyard Project - Moved by Council Member Rice to approve Resolution No. 19-R-2021-2022 awarding the quote for the Storm Lake Community School District Courtyard project

plan, specifications, and form of contract. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 19-R-2021-2022

RESOLUTION ACCEPTING BIDS, AWARDING BID AND APPROVING CONTRACT FOR THE STORM LAKE HIGH SCHOOL COURTYARD PROJECT

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

SECTION 1. The following quote for the construction of certain public improvements described in general as the Storm Lake High School Courtyard Project described in the plans and specifications provided to City Council September 7th be accepted and awarded to the lowest responsible quote received for said work, as follows:

Contractor: Molitor Construction of Boone, IA
Amount of Quote: \$73,199.00
Portion of Project: Hardscape Services

SECTION 2. That the construction contract and bond executed and insurance coverage for the Construction of the Storm Lake High School Courtyard Project, as described in detail in the plans and specification heretofore approved, and can be signed by the Mayor and Clerk on behalf of the City be and the same hereby approved contingent to all the required concurrence and consents as follows:

Contractor: Molitor Construction of Boone, IA
Date of Contract: September 7th, 2021
Portion of Project: Hardscape Services

SECTION 3. The plans and specifications for the Construction of the Storm Lake High School Courtyard include the construction of stone seat benches, at which time the quote provided by Molitor Construction, costs were unavailable, heretofore, the Council authorize the City Manager, Mayor, and City Clerk to sign change orders in the amount not to exceed four thousand four hundred thirty-one dollars (\$4,431.00).

SECTION 4. The plans and specifications for the Construction of the Storm Lake High School Courtyard did not include the construction of donor benches, picnic tables, and receptacles. Heretofore, the Council approved the plans and specifications of donor benches, picnic tables, and receptacles and authorize the City Manager to sign the quote for said work, as follows:

Contractor: Plastic Recycling of Iowa Falls, IA
Amount: \$4,718.80
Portion of Project: Donor Benches, Picnic Tables, and Receptacles.

SECTION 5. The following quote for the construction of certain public improvements described in general as the Storm Lake High School Courtyard Project described in the plans and specifications provided to City Council September 7th be accepted and awarded to the lowest responsible quote received for said work, as follows:

Contractor: Joyce's Greenery of Storm Lake, IA
Amount of Quote: \$3,658.00

Portion of Project: Softscape Services

PASSED AND APPROVED this 7th day of September, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Amend City Code -Construction Codes and Standards - Moved by Council Member Smith to approve Resolution No. 20-R-2021-2022 setting a Public Hearing for September 20th, 2021 at 5:00 pm in the Storm Lake City Hall Council Chambers on a proposal to amend the City Code by updating the referenced construction codes and standards to the most recent editions. Seconded by Council Member Rice. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 20-R-2021-2022

RESOLUTION SETTING HEARING ON A PROPOSAL TO ADOPT BY REFERENCE PARTS OR ALL OF CERTAIN STATEWIDE OR NATIONALLY RECOGNIZED STANDARD CODES AS PART OF AN ORDINANCE AMENDING THE CITY'S BUILDING CODE, PLUMBING CODE, ELECTRICAL CODE, MECHANICAL CODE, RESIDENTIAL BUILDING CODE, FIRE CODE, AND HOUSING CODE; AND PRESCRIBING NOTICE

WHEREAS, the City Council of the City of Storm Lake, Iowa has, from time to time, adopted by reference the provisions of certain statewide or nationally recognized standard codes or portions of such codes by ordinances which identify the codes by subject matter, source, and date, without setting them forth in full, as permitted by Iowa Code Section 380.10;

WHEREAS, the City's Building Code, Plumbing Code, Electrical Code, Mechanical Code, Residential Building Code, Fire Code, and Housing Code are included among such codes that are adopted in whole or part by reference to statewide or nationally recognized standard codes and portions of the Code of Iowa;

WHEREAS, the City Council now intends to consider adopting an ordinance that amends and updates such codes by reference to updated statewide or nationally recognized standard codes;

WHEREAS, the updated statewide or nationally recognized standard codes to be adopted in whole or part by reference include the International Building Code, 2021 Edition; the Uniform

Plumbing Code, 2021 Edition; the National Electrical Code, 2020 Edition; the International Mechanical Code, 2021 Edition; the International Residential Code, 2021 Edition; the Uniform Housing Code, 1994 Edition (by its references to portions of the other Codes set forth herein); and the International Fire Code, 2021 Edition;

WHEREAS, Iowa Code Section 380.10 requires the Council to hold a public hearing on any proposed standard code or on the portion of the standard code to be adopted by reference; and

WHEREAS, copies of the standard codes or portions thereof proposed to be adopted by reference are available for review by members of the public at the office of the City Clerk of the City of Storm Lake, City Hall, 620 Erie Street, Storm Lake, Iowa.

NOW, THEREFORE, be it hereby resolved that this proposal to adopt by reference parts or all of such statewide or nationally recognized standard codes as part of an Ordinance amending the City's Building Code, Plumbing Code, Electrical Code, Mechanical Code, Residential Building Code, Fire Code, and Housing Code shall be scheduled for a public hearing at the Council Chambers at City Hall at the regular council meeting scheduled September 20, 2021, at 5:00 p.m. The City Clerk is directed to have a copy of this Resolution published in the Storm Lake Pilot Tribune on a date not less than four (4) days nor more than twenty (20) days prior to said meeting. The City Clerk is further directed to have available in the City Clerk's office at the Clerk's address shown above copies of the standard codes or portions thereof proposed to be adopted by reference for review by members of the public.

Passed and approved this 7th day of September, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Oneida Street Reconstruction Project, Phase 1 - Moved by Council Member Ibarra to approve Resolution No. 21-R-2021-2022 approving Change Order Nos. 1-5 of the Oneida Street Reconstruction Project Phase 1. Seconded by Council Member McKinney. Roll call vote: Ayes:

City Council Members Ibarra, Ramos and McKinney. Nays: Council Members Rice and Smith.
Motion carried.

RESOLUTION NO. 21-R-2021-2022

**RESOLUTION ADOPTING CHANGE ORDER NO's. 1 THROUGH 5 FOR THE
ONEIDA STREET RECONSTRUCTION PROJECT**

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the Oneida Street Reconstruction Project; and

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

WHEREAS, a contract in the amount of \$1,905,092.12 was awarded to Hulstein Excavation, Inc. for the project; and

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

Section 1. To approve Change Order No. 1 – Removal of pavement thickness incentive provisions

Section 2. To approve Change Order No. 2 – Supplemental traffic control devices required by the DOT on E. Milwaukee and additional sanitary sewer components located at the 4th Street intersection

Section 3. To approve Change Order No. 3 – Additional sanitary sewer components and 5th Street roadway reconstruction to serve discovered sewer services located at 425 E. 5th Street and 540 Oneida Street

Section 4. To approve Change Order No. 4 – Additional sanitary sewer components to serve discovered sewer service located at 800 Oneida Street

Section 5. To approve Change Order No. 5 – Additional flushing device to serve future operational and maintenance activities for the water system

Section 6. To approve Change Order No. 1 through 5 to an increase of \$127,798.00 to the contract for a Total Contract Amount of \$2,032,890.12

Section 7. That the Mayor and Clerk are hereby directed to execute this Change Order No. 1 through 5.

PASSED AND APPROVED this 7th day of September, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Memorial Lift Station Project - Moved by Council Member Rice to approve Resolution No. 22-R-2021-2022 approving Change Order No. 2 for the Memorial Lift Station project. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 22-R-2021-2022

RESOLUTION ADOPTING CHANGE ORDER NO. 2 FOR THE MEMORIAL LIFT STATION PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the Memorial Lift Station Project; and

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

WHEREAS, a contract in the amount of \$2,076,000.00 was awarded to Gridor Construction for the project; and

WHEREAS, Change Order No. 1 was approved on June 7, 2021 and increased the project cost in the amount of \$23,612.00 for a total contract of \$2,099,612.00; and

WHEREAS, Change Order No. 2 is presented for consideration with an increase to the total contract of \$2,116.00.

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

Section 1. That the Mayor and Clerk are hereby directed to execute this Change Order No. 1 with the contractor for a total contract of \$2,101,728.00.

PASSED AND APPROVED this 7th day of September, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Airport Amending Chapters 6 and 12 of Title II - Moved by Council Member Ibarra to approve the 3rd and adopt Ordinance No. 02-O-2021-2022 amending Chapters 6 and 12 of Title II of the City Code to permit certain nonresidents of the City to be appointed to, and serve on, the Airport Commission. Seconded by Council Member Smith. Roll call vote: All ayes. Motion carried.

ORDINANCE NO. 02-O-2021-2022

ORDINANCE AMENDING CHAPTERS 6 AND 12 OF TITLE II OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TO PERMIT CERTAIN NONRESIDENTS OF THE CITY TO

BE APPOINTED TO, AND SERVE ON, THE AIRPORT COMMISSION AND TO CLARIFY QUALIFICATIONS FOR THE AIRPORT COMMISSION AND OTHER CITY COMMISSIONS, BOARDS, AND AGENCIES

WHEREAS, Chapters 2-6 and 2-12 of the City Code of the City of Storm Lake, Iowa has heretofore required that all five members of the Airport Commission be “resident voters” of the City;

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Section 2-6-1 of Chapter 6 and Section 2-12-2 of Chapter 12, all in Title II of the City Code of the City of Storm Lake, Iowa, should be amended to permit no more than two persons of the five-person Airport Commission to be appointed to such Commission who are not residents of the City of Storm Lake but who are residents of Buena Vista County, Iowa and who own, directly or indirectly as set forth below, real estate situated in the City of Storm Lake, Iowa upon which real estate taxes are levied; and

WHEREAS, while amending such sections, certain qualifications set forth in those sections pertaining to persons who may be appointed to the Airport Commission as well as to other City commissions, boards, and agencies should be clarified.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, as follows:

Section 1. Section 2-6-1, captioned, “Organization” in Title II of the City Code of the City of Storm Lake, Iowa, is hereby deleted and the following new Section 2-6-1, captioned, “Organization” is substituted therefor:

Section 2-6-1 Organization

The Airport Commission shall consist of five (5) members at least three of whom shall be residents of the City of Storm Lake registered to vote in the City of Storm Lake and no more than two of whom may be residents of Buena Vista County outside the city limits of the City of Storm Lake, provided that any such nonresident of the City to be appointed to such commission:

- a) owns,
- b) has a twenty-five percent (25%) or greater interest in an entity that owns, or
- c) is the grantor and a beneficiary of a trust that owns

an interest in nonexempt real estate situated in the City of Storm Lake, Iowa upon which interest real estate taxes are levied. The members of the Airport Commission shall be appointed by the Mayor, such appointments to be approved by the Council and each appointment shall be for a term of three (3) years. Vacancies shall be filled as original appointments are made. The Commission shall elect from its own members a chairperson and a secretary who shall serve for such terms as the Commission shall determine; provided, however, that a nonresident of the City shall not be elected or serve as chairperson of the Commission.

Section 2. Section 2-12-2, captioned, “Qualification” in Title II of the City Code of the City of Storm Lake, Iowa, is hereby deleted and the following new Section 2-12-2, captioned, “Qualification” is substituted therefor:

Section 2-12-2 Qualification

No person may be appointed to any Board, Commission, or Agency designated in Section 2-12-1 unless that person shall be an eligible elector in the State of Iowa, a domiciliary of the State of Iowa, a resident of the City of Storm Lake and at least eighteen years of age, with the exception that a person appointed to the Airport Commission need not be a resident of the City of Storm Lake if such person otherwise qualifies to be appointed a member of the Airport Commission under the provisions of Section 2-6-1.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. This ordinance shall be in effect following its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 7th DAY of SEPTEMBER, 2021.

/S/ Micheal Porsch

Michael Porsch, Mayor

ATTEST:

/s/Mayra A. Martinez

Mayra A. Martinez, City Clerk

Memorial Lift Station Project Update - Moved by Council Member McKinney to approve setting a Public Hearing at 5:00 pm in the Storm Lake City Hall Council Chambers for Memorial Lift Station project update. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

Community Development and Housing Needs Assessment – Mayor Porsch opened the Public Hearing on Community Development and Housing Needs Assessment for the City of Storm Lake. Hearing and receiving no comments from the public, Mayor Porsch closed the public hearing.

Moved by Council Member Ibarra to approve Resolution No. 23-R-2021-2022 approving a development of a Community Development and Housing Needs Assessment for the City of Storm Lake. Seconded by Council Member Ramos. Roll call vote: All ayes.

RESOLUTION NO. 23-R-2021-2022

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT AND HOUSING NEEDS ASSESSMENT FOLLOWING PUBLIC HEARING

WHEREAS, the City of Storm Lake desires to apply for an Iowa Community Development Block Grant under the CDBG-Covid portion of the program, and as part of the application the City has developed a draft Community Development and Housing Needs Assessment to show the needs of the community, and;

WHEREAS, the City Council held a public hearing on September 7, 2021 to allow citizens to provide comments on the draft community development and housing needs projects, and;

WHEREAS, the City has provided additional opportunities for public input on the community needs including public hearings during the budget, capital improvement plan, and hazard mitigation plan processes, and;

WHEREAS, after receiving input from the community the City Council has taken those comments into consideration and made modifications to the proposed assessment as needed, and the City Council is now ready to formally approve the Community Development and Housing Needs Assessment.

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

SECTION 1. The City Council formally approves the attached Community Development and Housing Needs Assessment as a planning tool for the community.

PASSED AND APPROVED this 7th DAY of SEPTEMBER 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Storm Lake Library CDBG (COVID-CV) Project- Mayor Porsch opened the public hearing on Submission of an application for a Community Development Block Grant (COVID-CV) City of Storm Lake Public Library.

Patricia Hampton, president of the Board of the Witter Gallery spoke to the council regarding the items that the Library board had requested for the grant application. She is very supportive of the upgrades to the HVAC system. Her concern is of how the grant money could be used more efficiently in the Witter Gallery area instead of using it for a Virtual Services room as they currently have a conference room that she feels is under used. She expressed that the grant money could be used to create an office area with visibility to the Witter Gallery area to minimize contact with the public. Patricia presented to the City Council quotes for plexiglass and for tempered glass for protection and creation of the office area. Her quotes did not include demolition or electrical for this construction. Elizabeth Huff of the Storm Lake Public Library, informed the Council that the Virtual Services Room will be a shared space in our processing room to be refitted so that the main concern would be to offer telehealth, telemedicine and teletherapy and other virtual needs during this pandemic.

Hearing and receiving no additional comments from the public, Mayor Porsch closed the public hearing.

Moved by Council Member Rice to approve Resolution No. 24-R-2021-2022 committing matching funds for a Community Development Block Grant application. Seconded by Council Member Smith. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 24-R-2021-2022

**A RESOLUTION COMMITTING MATCHING FUNDS
FOR A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION**

WHEREAS, the City of Storm Lake is applying for an Iowa Community Development Block Grant under the special Covid funding portion of the program for their Storm Lake Library Covid Improvements Project, and,

WHEREAS, the City has reserve funds available in their budget for the purpose of funding this project at the Storm Lake Public Library in the total amount of \$107,909.00; and,

WHEREAS, the City intends to utilize these funds as the source for financing their share of the project;

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

SECTION 1. The City commits to the use of these funds in the amount of \$107,909.00, for the purpose of funding the City's share of the Storm Lake Library Covid Improvements Project.

PASSED AND APPROVED this 7th Day of September 2021.

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Rice to approve Resolution No. 25-R-2021-2022 endorsing an application for a Community Development Block Grant (Covid-CV) City of Storm Lake Public Library. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 25-R-2021-2022

**A RESOLUTION ENDORSING AN APPLICATION FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOLLOWING PUBLIC HEARING**

WHEREAS, the City of Storm Lake is eligible to apply for Iowa Community Development Block Grant funding under the CDBG-CV portion of the program, and;

WHEREAS, the City Council has held a public hearing as required for submission of CDBG guidelines on September 7, 2021 to hear public comments on the submission of the grant application, and;

WHEREAS, the City has an immediate need to conduct a project to make renovations and improvements to the Storm Lake Public Library that will allow the Library to remain open and accessible during future pandemic events, and;

WHEREAS, the City Council has decided to submit an application to the CDBG program for the Storm Lake Public Library Covid Improvements Project;

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

SECTION 1. The City Council endorses the submission of an application for CDBG grant funds to the Iowa Economic Development Authority in the amount of \$500,000.00 for the Storm Lake Library Covid Improvements Project.

SECTION 2. The City Council certifies that the provided public hearing announcements were made prior to consideration of the grant application, as per CDBG guidelines.

SECTION 3. The Mayor is authorized to sign all paperwork and forms necessary for the submittal of the grant application.

PASSED AND APPROVED this 7th DAY of SEPTEMBER 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member McKinney to approve Resolution No. 26-R-2021-2022 adopting the State of Iowa CDBG-CV Duplication of Benefits Policy and Procedures. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 26-R-2021-2022
A RESOLUTION ADOPTING THE STATE OF IOWA
DUPLICATION OF BENEFITS POLICY

WHEREAS, the City of Storm Lake desires to apply for an Iowa Community Development Block Grant under the CDBG-Covid portion of the program, and as part of the application the City is required to adopt a Duplication of Benefits Policy, and;

WHEREAS, the CARES Act require that each recipient of CARES Act funds implement procedures and policies to prevent the duplication of benefits as required by federal regulations; and,

WHEREAS, the City has reviewed the State of Iowa's Duplication of Benefits Policy and finds that it is sufficient to meet the needs of the City, and;

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

SECTION 1. The City Council formally approves the attached State of Iowa Duplication of Benefits Policy and Procedures as the City's Duplication of Benefits Policy and Procedures for the purposes of CDBG-CV funding as required by the State of Iowa.

PASSED AND APPROVED this 7th DAY of SEPTEMBER 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

IDOT - HWY7/HWY 110 - Moved by Council Member Ibarra to approve Resolution No. 27-R-2021-2022 approving Iowa Department of Transportation Cooperative Agreement for Primary Road project – Hwy7/Hwy 110. Seconded by Council Member Rice. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 27-R-2020-2021

**A RESOLUTION APPROVING IOWA DEPARTMENT OF TRANSPORTATION
COOPERATIVE AGREEMENT FOR PRIMARY ROAD PROJECT FOR THE
INTERSECTION OF HIGHWAY 7 AND HIGHWAY 110 PROJECT.**

WHEREAS, the Highway 7 and Highway 110 intersection has been identified as a location where vehicular safety and traffic flow are such that serious injury, including death, has occurred, and where additional traffic due to imminent new development will only increase the traffic flow and increase safety concerns; and,

WHEREAS, the improvements being designed in conjunction with Iowa Department of Transportation staff, City staff, the City's Project Engineer, and the Buena Vista County Engineer will improve the safety and flow of traffic at the intersection; and,

WHEREAS, the proposed improvements including the addition of turn lanes, railroad crossing improvements, and traffic signals will help reduce crashes, injuries, and deaths while improving traffic operations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Storm Lake, Iowa as follows:

SECTION 1. The City Council approves the agreement with Iowa Department of Transportation.

SECTION 2. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED and APPROVED this 7th day of September, 2021.

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Phase 1 Archeological Firm for FEMA BRIC Application - Moved by Council Member Ibarra to approve Resolution No. 28-R-2021-2022 selecting and approving contract with Phase 1 Archeological Firm for FEMA BRIC application. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 28-R-2021-2022

**A RESOLUTION AWARDDING PHASE 1 ARCHEOLOGICAL
SERVICES FOR VARIOUS ELEMENTS OF A FEMA HAZARD
MITIGATION / BRIC GRANT APPLICATION**

WHEREAS, the City of Storm Lake desires to apply for a FEMA funding under the Hazard Mitigation/BRIC program, and;

WHEREAS, the City has a need for Phase 1 Archeological services related to several of the proposed project elements and has therefore followed the Federal procurement guidelines as outlined in 2 CFR 200 to solicit proposals from qualified service providers, and;

WHEREAS, the City published notice of procurement for Phase 1 Archeological services in the Storm Lake Times on August 25, 2021 and in the Storm Lake Pilot Tribune on August 20, 2021 for such services, and;

WHEREAS, the City received three proposals for Phase 1 Archeological services from qualified firms, and, following a review of the proposal the City has found that the submitted proposals are in line with the needs of the City.

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

SECTION 1. The City Council selects the proposal of In Situ Archaeological Consulting, LLC for Phase 1 Archeological services.

SECTION 2. The City Council will enter into an agreement with In Situ Archaeological Consulting, LLC for Phase 1 Archeological services following review and approval of the agreement by Iowa Homeland Security and the City Attorney.

PASSED AND APPROVED this 7th day of September 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Wastewater Treatment Plant Wetlands Project - Moved by Council Member Ibarra to approve Resolution No. 29-R-2021-2022 approving Final Completion, Change Order No. 1, and Final Payment of the Wastewater Treatment Plant Wetlands project. Seconded by Council Member Smith. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 29-R-2021-2022

RESOLUTION APPROVING FINAL PAYMENT, CHANGE ORDER NO. 1 AND CLOSE OUT OF THE STORM LAKE WWTP WETLANDS PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the Storm Lake WWTP Wetlands Project; and

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

WHEREAS, Spring Lake Construction, LLC was awarded the construction contract on December 16, 2019; and

WHEREAS, Construction was deemed substantially complete December 31, 2020 and the remaining punch list work was recently finished and final completion occurred June 18, 2021.

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

Section 1. To approve Certificate of Completion as submitted by Emmons & Oliver Resources, Inc. for the Storm Lake WWTP Wetlands Project pursuant to the contract with Spring Lake Construction, LLC for work performed in the amount of \$990,054.00.

Section 2. To acknowledge that the final amount of the contract for work performed by Spring Lake Construction, LLC is \$963,254.00 as noted in Change Order No. 1, a reduction of \$26,800.00.

Section 3. Final payment will be made to Spring Lake Construction, LLC in the amount of \$35,750.00.

PASSED AND APPROVED this 7th day of September, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Airport Commission - Moved by Council Member McKinney to approve appointing Jason Dierking as an Airport Commissioner. Motion. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

City Council Requested Items - No items at this time.

Library Reception - Moved by Council Member McKinney to recess the City Council Meeting. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Moved by Council Member Rice to reconvene the City Council meeting at the Storm Lake Public Library at 6:38 pm. Vote: All ayes. Motion carried.

Adjourn – Moved by Council Member Rice to adjourn at 6:49 pm. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Elements by K. Sorbe, Inc.

NAME OF BUSINESS(DBA)

Elements by K. Sorbe

BUSINESS

(712) 732-2385

ADDRESS OF PREMISES

1701 W Milwaukee Ave

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

PO Box 371

CITY

Storm Lake

STATE

Iowa

ZIP

50588

Contact Person

NAME

Kathy Sorbe

PHONE

(712) 732-2385

EMAIL

billing@elementsbyksorbe.com

License Information

LICENSE NUMBER

WBN000151

LICENSE/PERMIT TYPE

Class B Native Wine Permit

TERM

12 Month

TENTATIVE EFFECTIVE DATE

Oct 21, 2021

TENTATIVE EXPIRATION DATE

Oct 20, 2022

SUB-PERMITTS/PRIVILEGES

Class B Native Wine Permit, Sunday Service



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Kathy Sorbe	Storm Lake	Iowa	50588	Owner	50.00	Yes
Mark Sorbe	Storm Lake	Iowa	50588	Owner	50.00	No

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Miavan Feliciano

NAME OF BUSINESS(DBA)

Cafe Havana

BUSINESS

(712) 259-9996

ADDRESS OF PREMISES

435 Lake Ave

CITY

Storm lake

COUNTY

BuenaVista

ZIP

50588

MAILING ADDRESS

221 Seneca Street

CITY

Storm Lake

STATE

Iowa

ZIP

50588

Contact Person

NAME

miavan feliciano

PHONE

(712) 259-9996

EMAIL

mamitasmkl@gmail.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

Class C Liquor License

8 Month

TENTATIVE EFFECTIVE DATE

Sep 20, 2021

TENTATIVE EXPIRATION DATE

May 20, 2022

SUB-PERMITTS/PRIVILEGES

Class C Liquor License, Outdoor Service, Sunday Service



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
miavan feliciano	Storm Lake	Iowa	50588	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

IMT Insurance Co

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Central Mart Ilc

NAME OF BUSINESS(DBA)

Als Liquor

BUSINESS

(712) 732-6223

ADDRESS OF PREMISES

215 W Milwaukee ave

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

216 E Milwaukee St

CITY

Spencer

STATE

Iowa

ZIP

51301

Contact Person

NAME

Mary Fiedler

PHONE

(712) 262-2921

EMAIL

mary@brewoil.co

License Information

LICENSE NUMBER

LE0002791

LICENSE/PERMIT TYPE

Class E Liquor License

TERM

12 Month

TENTATIVE EFFECTIVE DATE

Oct 10, 2021

TENTATIVE EXPIRATION DATE

Oct 9, 2022

SUB-PERMITTS/PRIVILEGES

Class E Liquor License, Class C Beer Permit, Class B Wine Permit, Sunday Service



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
inderjit singh	storm lake	Iowa	50588	7122990838	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Hy-Vee, Inc.

NAME OF BUSINESS(DBA)

Hy-Vee Fast and Fresh Express

BUSINESS

(515) 267-2800

ADDRESS OF PREMISES

1260 Lake Ave. N.

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

5820 Westown Pkwy

CITY

West Des Moines

STATE

Iowa

ZIP

50266

Contact Person

NAME

Kelly Palmer

PHONE

(515) 267-2949

EMAIL

kpalmer@hy-vee.com

License Information

LICENSE NUMBER

LE0003365

LICENSE/PERMIT TYPE

Class E Liquor License

TERM

12 Month

TENTATIVE EFFECTIVE DATE

Nov 6, 2021

TENTATIVE EXPIRATION DATE

Nov 5, 2022

SUB-PERMITTS/PRIVILEGES

Class E Liquor License, Class C Beer Permit, Class B Wine Permit, Sunday Service



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Randy Edeker	Urbandale	Iowa	50322	CEO, President	0.00	Yes
Michael Jurgens	Des Moines	Iowa	50312	Vice President, Secretary	0.00	Yes
Jeffrey Pierce	Waukee	Iowa	50263	Asst Treasurer, Financial Reporting	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
LJ CONVENIENCE, L.L.C.	BEER THIRTY STORM LAKE	(347) 583-0000	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
205 E 7th Street	Storm Lake	BuenaVista	50588
MAILING ADDRESS	CITY	STATE	ZIP
205 E 7th Street	Storm Lake	Iowa	50588

Contact Person

NAME	PHONE	EMAIL
Kaurav Randhawa	(347) 583-0000	kauravrandhawa@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM
	Class E Liquor License	12 Month
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	
Aug 25, 2021	Aug 24, 2022	
SUB-PERMITTS/PRIVILEGES		
Class B Wine Permit, Class C Beer Permit, Class E Liquor License, Sunday Service		



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Kaurav Randhawa	Storm Lake	Iowa	50588	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Instructions on the reverse side

For period (MM/DD/YYYY) 08 / 26 / 2021 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA BEER THIRTY STORM LAKE
Physical Location Address 205 E 7th St. City STORM LAKE ZIP 50588
Mailing Address 205 E 7th St. City STORM LAKE State IA ZIP 50588
Business Phone Number 347-583-0000

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP LJ Convenience LLC
Mailing Address 205 E 7th St. City STORM LAKE State IA ZIP 50588
Phone Number 347-583-0000 Fax Number N/A Email BEER THIRTY STORM LAKE
@GMAIL.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☒ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) KAURAV KANDHAWA Name (please print) _____
Signature [Signature] Signature _____
Date 8/24/21 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$ 75.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☒ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Staff Summary

9/20/2021

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: Chris Cole, Police Chief

SUBJECT: **SLPD City Code Enforcement Summary**

BACKGROUND: 8/30/2021 to 9/15/2021

Total - 64

Tall Grass and Weeds – 30
Accumulate Trash – 2
Accumulate Junk – 14
Junk Vehicles – 7
Accumulate used tires – 1
Parking Restricted to hard surfaces – 8
Tree Limbs over public sidewalk – 2

0 Citations

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

9/20/2021

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: Chris Cole, Police Chief

SUBJECT: **Ordinance No. 03-O-2021-2022 Amending Title 8 Of The Municipal Code By Repealing Subsections (B)2 And (B)3 Of Section 8-2-1 On "Concealed Weapons" - 3rd Reading**

BACKGROUND: Section 724.28(2) of the 2021 Code of Iowa, after its recent amendment, prohibits a political subdivision of the state from enacting an ordinance regulating the ownership, possession, carrying, legal transfer, lawful transportation, modification, registration, or licensing of firearms, firearm attachments, or other weapons when the ownership, possession, carrying, transfer, transportation, or modification is otherwise lawful under the laws of the state; and

The same Iowa Code Section provides that an ordinance regulating firearms, firearms attachments, or other weapons in violation of such section existing on or after April 5, 1990, is void;

Section 724.28(3) of the 2021 Code of Iowa, after its recent amendment, subjects a political subdivision that has ever adopted an ordinance regulating firearms, firearm attachments, or other weapons when the ownership, possession, carrying, transfer, transportation, or modification is otherwise lawful under the laws of the state to liability for damages payable to persons adversely affected by the ordinance;

Current subsections (B)(2) and (3) of Section 8-2-1 of the Municipal Code of the City of Storm Lake, purport to regulate the carrying of firearms and other weapons, the regulation of some or all of which is made void by Section 724.28(3).

Current subsections (B)(2) and (3) of Section 8-2-1 of the Municipal Code of the City of Storm Lake are unnecessary to the extent state law prohibits the carrying of such weapons because

the enforcement of such state law can protect the residents of Storm Lake; and to the extent such City Code subsections purport to regulate weapons not regulated by the State of Iowa, such subsections are now void and expose the City to liability should there be an attempt to enforce the void regulations.

FISCAL IMPACT: None

RECOMMENDATION: First Reading: ~~August 16, 2021~~
Second Reading: ~~September 7, 2021~~
Third Reading: September 20, 2021

ATTACHMENTS:

Description	Type
□ Ordinance #03-O-2021-2022	Ordinance

ORDINANCE NO. 03-O-2021-2022

AN ORDINANCE AMENDING TITLE VIII OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY REPEALING CURRENT SUBSECTIONS (B)2 AND (B)3 OF SECTION 8-2-1, ON “CONCEALED WEAPONS” AND “PROHIBITED WEAPONS,” RESPECTIVELY, AND RENUMBERING SUBSECTIONS (B)4 AND (B)5 OF SECTION 8-2-1, ON “DISTURBING PEACE OR QUIET” AND “PEEPING,” RESPECTIVELY, AS NEW SUBSECTIONS (B)2 AND (B)3, RESPECTIVELY.

WHEREAS, Section 724.28(2) of the 2021 Code of Iowa, after its recent amendment, prohibits a political subdivision of the state from enacting an ordinance regulating the ownership, possession, carrying, legal transfer, lawful transportation, modification, registration, or licensing of firearms, firearm attachments, or other weapons when the ownership, possession, carrying, transfer, transportation, or modification is otherwise lawful under the laws of the state; and

WHEREAS, the same Iowa Code Section provides that an ordinance regulating firearms, firearm attachments, or other weapons in violation of such section existing on or after April 5, 1990, is void;

WHEREAS, Section 724.28(3) of the 2021 Code of Iowa, after its recent amendment, subjects a political subdivision that has ever adopted an ordinance regulating firearms, firearm attachments, or other weapons when the ownership, possession, carrying, transfer, transportation, or modification is otherwise lawful under the laws of the state to liability for damages payable to persons adversely affected by the ordinance;

WHEREAS, current subsections (B)(2) and (3) of Section 8-2-1 of the Municipal Code of the City of Storm Lake, purport to regulate the carrying of firearms and other weapons, the regulation of some or all of which is made void by Section 724.28(3).

WHEREAS, current subsections (B)(2) and (3) of Section 8-2-1 of the Municipal Code of the City of Storm Lake are unnecessary to the extent state law prohibits the carrying of such weapons because the enforcement of such state law can protect the residents of Storm Lake; and to the extent such City Code subsections purport to regulate weapons not regulated by the State of Iowa, such subsections are now void and expose the City to liability should there be an attempt to enforce the void regulations.

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

Section 1. Title VIII of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa is hereby amended as follows:

A. Current subsections (B)2 and (B)3 of Section 8-2-1, on “Concealed Weapons” and “Prohibited Weapons,” respectively, are hereby repealed.

B. Current subsections (B)4 and (B)5 of Section 8-2-1, on “Disturbing Peace or Quiet” and “Peeping,” respectively, are hereby renumbered as subsections (B)2 and (B)3.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effect after its final passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/20/2021

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: Tyler Gibbins, Staff Accountant

SUBJECT: **Motion Setting the Public Hearing for the Fiber Optic Improvements - 2021 Plans, Specifications, and Form of Contract**

BACKGROUND: The Fiber Optic improvements project is a continuation of a 2015 effort to install a fiber network through the community. This project will result in the connection of various public buildings/ infrastructure components via the installation of underground ducts and fiber optic communications lines.

To move forward with the bidding process, a public hearing is planned for October 18, 2021 at 5:00 p.m. in City Council Chambers.

FISCAL IMPACT: The Engineer's Opinion of Probable Construction Cost is:

Base Bid:	\$872,269.80
Alternates:	\$718,728.40
Total:	\$1,590,998.20

RECOMMENDATION: Approve setting a Public Hearing for 5:00 p.m. on October 18, 2021 in City Council Chambers.

ATTACHMENTS:

Description	Type
☐ Notice of Public Hearing	Backup Material
☐ Engineer's Estimate of Construction Cost	Backup Material
☐ 2021 Fiber Optic Plans	Backup Material
☐ 2021 Fiber Optic Manual	Backup Material

NOTICE OF PUBLIC HEARING
FIBER OPTIC IMPROVEMENTS - 2021
CITY OF STORM LAKE, IOWA

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, Iowa 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 October 18, 2021, at City Hall, 620 Erie Street, Storm Lake, Iowa 50588.

Project Description: This project consists of the installation of conduit and fiber optic cabling around the area near Storm Lake with the purpose on connecting key elements of the City's infrastructure to an existing fiber optic system. This will include the materials, equipment and labor to splice and terminate the fiber optic cables as needed for the system requirements at the locations indicated. There will also be hard surface and vegetative surface material resotation as needed for the conduit and fiber installs.

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

Mayra Martinez
City Clerk

ENGINEER'S ESTIMATE FIBER OPTIC SYSTEM IMPROVEMENTS - 2021 CITY OF STORM LAKE OP1.124529			 BOLTON & MENK Real People. Real Solutions.			September 14, 2021
Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount	
PHASE 1 (BASE)						
1.01	TRAFFIC CONTROL	LS	1.00	\$3,000.00	\$3,000.00	
1.02	MOBILIZATION	LS	1.00	\$6,900.00	\$6,900.00	
1.03	2 CONDUIT, 2 IN., HDPE, SDR 11	LF	8,860.00	\$12.00	\$106,320.00	
1.04	SPLICE, EXISTING HANDHOLE, LIVE, 24 STRAND	EACH	2.00	\$3,000.00	\$6,000.00	
1.05	PULL ROPE	LF	5,172.00	\$0.05	\$258.60	
1.06	TRACER WIRE	LF	9,000.00	\$0.35	\$3,150.00	
1.07	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,822.00	\$2.25	\$10,849.50	
1.08	HAND HOLE, FURNISH AND INSTALL	EACH	6.00	\$1,000.00	\$6,000.00	
1.09	SURFACE RESTORATION	LS	1.00	\$3,000.00	\$3,000.00	
1.10	ADDITIONAL EQUIPMENT FOR SYSTEM UPGRADES	LS	1.00	\$125,000.00	\$125,000.00	
TOTAL PHASE 1					\$270,478.10	
PHASE 2 (BASE)						
2.01	TRAFFIC CONTROL	LS	1.00	\$10,000.00	\$10,000.00	
2.02	MOBILIZATION	LS	1.00	\$23,200.00	\$23,200.00	
2.03	2 CONDUIT, 2 IN., HDPE, SDR 11	LF	9,620.00	\$12.00	\$115,440.00	
2.04	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	28,400.00	\$8.00	\$227,200.00	
2.05	SPLICE, HANDHOLE, END, NOT LIVE, 48 STRAND	EACH	1.00	\$3,500.00	\$3,500.00	
2.06	SPLICE, RACK MOUNT, NOT LIVE, 72 STRAND	EACH	1.00	\$4,000.00	\$4,000.00	
2.07	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	4.00	\$2,000.00	\$8,000.00	
2.08	PULL ROPE	LF	46,229.00	\$0.05	\$2,311.45	
2.09	TRACER WIRE	LF	35,550.00	\$0.35	\$12,442.50	
2.10	FIBER TERMINATION, 48 POSITION, T2-A	EACH	1.00	\$6,500.00	\$6,500.00	
2.11	FIBER TERMINATION, 4 POSITION, T2-B	EACH	1.00	\$2,500.00	\$2,500.00	
2.12	FIBER TERMINATION, 4 POSITION, T2-C	EACH	1.00	\$2,500.00	\$2,500.00	
2.13	FIBER TERMINATION, 4 POSITION, T2-D	EACH	1.00	\$2,500.00	\$2,500.00	
2.14	FIBER OPTIC, 48 SM, INSTALL IN EXISTING CONDUIT	LF	7,090.00	\$3.00	\$21,270.00	
2.15	FIBER OPTIC, 72 SM, INSTALL IN EXISTING CONDUIT	LF	875.00	\$4.00	\$3,500.00	
2.16	FIBER OPTIC, 48 SM, INSTALL IN NEW CONDUIT	LF	29,115.00	\$2.75	\$80,066.25	
2.17	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,494.00	\$2.25	\$3,361.50	
2.18	HAND HOLE, FURNISH AND INSTALL	EACH	35.00	\$1,000.00	\$35,000.00	
2.19	BUILDING ENTRANCE, WWTF, T2-A	LS	1.00	\$7,500.00	\$7,500.00	
2.20	BUILDING ENTRANCE, LIFT STATION, T2-B	LS	1.00	\$5,000.00	\$5,000.00	
2.21	BUILDING ENTRANCE, AIRPORT, T2-C	LS	1.00	\$6,000.00	\$6,000.00	
2.22	BUILDING ENTRANCE, LIFT STATION, T2-D	LS	1.00	\$5,000.00	\$5,000.00	
2.23	BUILDING ENTRANCE, WATER PLANT, T2-E	LS	1.00	\$7,500.00	\$7,500.00	
2.24	SURFACE RESTORATION	LS	1.00	\$7,500.00	\$7,500.00	
SUBTOTAL PHASE 2					\$601,791.70	
PHASE 2B (ALTERNATE)						
2.25	TRAFFIC CONTROL	LS	1.00	\$1,500.00	\$1,500.00	
2.26	MOBILIZATION	LS	1.00	\$3,900.00	\$3,900.00	
2.27	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	5,390.00	\$8.00	\$43,120.00	
2.28	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 8 STRAND	EACH	1.00	\$2,500.00	\$2,500.00	
2.29	PULL ROPE	LF	6,096.00	\$0.05	\$304.80	
2.30	TRACER WIRE	LF	5,760.00	\$0.35	\$2,016.00	
2.31	FIBER TERMINATION, 4 POSITION, T2-F	EACH	1.00	\$2,500.00	\$2,500.00	
2.32	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	5,796.00	\$2.25	\$13,041.00	
2.33	HAND HOLE, FURNISH AND INSTALL	EACH	5.00	\$1,000.00	\$5,000.00	
2.34	BUILDING ENTRANCE, LIFT STATION, T2-F	LS	1.00	\$5,000.00	\$5,000.00	
2.35	SURFACE RESTORATION	LS	1.00	\$4,000.00	\$4,000.00	
SUBTOTAL PHASE 2B					\$82,881.80	
PHASE 2C (ALTERNATE)						
2.36	TRAFFIC CONTROL	LS	1.00	\$1,500.00	\$1,500.00	
2.37	MOBILIZATION	LS	1.00	\$3,600.00	\$3,600.00	
2.38	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	3,780.00	\$8.00	\$30,240.00	
2.39	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$2,000.00	\$2,000.00	
2.40	PULL ROPE	LF	4,487.00	\$0.05	\$224.35	
2.41	TRACER WIRE	LF	4,110.00	\$0.35	\$1,438.50	
2.42	FIBER TERMINATION, 4 POSITION, T2-G	EACH	1.00	\$2,500.00	\$2,500.00	
2.43	FIBER TERMINATION, 4 POSITION, T2-H	EACH	1.00	\$2,500.00	\$2,500.00	
2.44	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,137.00	\$2.25	\$9,308.25	
2.45	HAND HOLE, FURNISH AND INSTALL	EACH	5.00	\$1,000.00	\$5,000.00	
2.46	BUILDING ENTRANCE, WELL 19, T2-G	LS	1.00	\$5,000.00	\$5,000.00	
2.47	BUILDING ENTRANCE, WATER TOWER, T2-H	LS	1.00	\$10,000.00	\$10,000.00	
2.48	SURFACE RESTORATION	LS	1.00	\$3,000.00	\$3,000.00	
SUBTOTAL PHASE 2C					\$76,311.10	
TOTAL PHASE 2					\$760,984.60	

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
PHASE 3 (ALTERNATE)					
3.01	TRAFFIC CONTROL	LS	1.00	\$2,500.00	\$2,500.00
3.02	MOBILIZATION	LS	1.00	\$6,000.00	\$6,000.00
3.03	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	8,590.00	\$8.00	\$68,720.00
3.04	SPLICE, EXISTING HANDHOLE, LIVE, 24 STRAND	EACH	2.00	\$3,000.00	\$6,000.00
3.05	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$2,000.00	\$2,000.00
3.06	PULL ROPE	LF	9,746.00	\$0.05	\$487.30
3.07	TRACER WIRE	LF	9,190.00	\$0.35	\$3,216.50
3.08	FIBER TERMINATION, 4 POSITION, T3-I	EACH	1.00	\$2,500.00	\$2,500.00
3.09	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	9,246.00	\$2.25	\$20,803.50
3.10	HAND HOLE, FURNISH AND INSTALL	EACH	5.00	\$1,000.00	\$5,000.00
3.11	BUILDING ENTRANCE, LIFT STATION, T3-I	LS	1.00	\$5,000.00	\$5,000.00
3.12	SEEDING AND RESTORATION	LS	1.00	\$4,000.00	\$4,000.00
SUBTOTAL PHASE 3					\$126,227.30
PHASE 3B (ALTERNATE)					
3.13	TRAFFIC CONTROL	LS	1.00	\$1,500.00	\$1,500.00
3.14	MOBILIZATION	LS	1.00	\$3,600.00	\$3,600.00
3.15	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	4,330.00	\$8.00	\$34,640.00
3.16	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 8 STRAND	EACH	1.00	\$2,500.00	\$2,500.00
3.17	PULL ROPE	LF	4,995.00	\$0.05	\$249.75
3.18	TRACER WIRE	LF	4,650.00	\$0.35	\$1,627.50
3.19	FIBER TERMINATION, 4 POSITION, T3-J	EACH	1.00	\$2,500.00	\$2,500.00
3.20	FIBER TERMINATION, 4 POSITION, T3-K	EACH	1.00	\$2,500.00	\$2,500.00
3.21	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,695.00	\$2.25	\$10,563.75
3.22	HAND HOLE, FURNISH AND INSTALL	EACH	4.00	\$1,000.00	\$4,000.00
3.23	BUILDING ENTRANCE, LIFT STATION, T3-J	LS	1.00	\$5,000.00	\$5,000.00
3.24	BUILDING ENTRANCE, LIFT STATION, T3-K	LS	1.00	\$5,000.00	\$5,000.00
3.25	SURFACE RESTORATION	LS	1.00	\$2,000.00	\$2,000.00
SUBTOTAL PHASE 3B					\$75,681.00
TOTAL PHASE 3					\$201,908.30
PHASE 4 (ALTERNATE)					
4.01	TRAFFIC CONTROL	LS	1.00	\$3,500.00	\$3,500.00
4.02	MOBILIZATION	LS	1.00	\$9,900.00	\$9,900.00
4.03	2 CONDUIT, 2 IN., HDPE, SDR 11	LF	12,820.00	\$12.00	\$153,840.00
4.04	PULL ROPE	LF	7,581.00	\$0.05	\$379.05
4.05	TRACER WIRE	LF	7,060.00	\$0.35	\$2,471.00
4.06	FIBER TERMINATION, 24 POSITION, T4-L	EACH	1.00	\$5,000.00	\$5,000.00
4.07	FIBER OPTIC, 24 SM, INSTALL IN EXISTING CONDUIT	LF	218.00	\$2.50	\$545.00
4.08	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	6,913.00	\$2.25	\$15,554.25
4.09	HAND HOLE, FURNISH AND INSTALL	EACH	8.00	\$1,000.00	\$8,000.00
4.10	BUILDING ENTRANCE, POLICE STATION, T2-L	LS	1.00	\$5,000.00	\$5,000.00
4.11	SURFACE RESTORATION	LS	1.00	\$3,500.00	\$3,500.00
TOTAL PHASE 4					\$207,689.30
PHASE 5A (ALTERNATE)					
5.01	MOBILIZATION	LS	1.00	\$500.00	\$500.00
5.02	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	3,040.00	\$8.00	\$24,320.00
5.03	SPLICE, EXISTING HANDHOLE, NOT LIVE, 4 STRAND	EACH	1.00	\$2,000.00	\$2,000.00
5.04	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 2 STRAND	EACH	1.00	\$2,000.00	\$2,000.00
5.05	PULL ROPE	LF	3,677.00	\$0.05	\$183.85
5.06	TRACER WIRE	LF	3,300.00	\$0.35	\$1,155.00
5.07	FIBER TERMINATION, 2 POSITION, T5-M	EACH	1.00	\$2,000.00	\$2,000.00
5.08	FIBER TERMINATION, 2 POSITION, T5-N	EACH	1.00	\$2,000.00	\$2,000.00
5.09	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	3,377.00	\$2.25	\$7,598.25
5.10	HAND HOLE, FURNISH AND INSTALL	EACH	3.00	\$1,000.00	\$3,000.00
5.11	BUILDING ENTRANCE, WELL 8, T5-M	LS	1.00	\$5,000.00	\$5,000.00
5.12	BUILDING ENTRANCE, WELL 18, T5-N	LS	1.00	\$5,000.00	\$5,000.00
5.13	SURFACE RESTORATION	LS	1.00	\$1,200.00	\$1,200.00
SUBTOTAL PHASE 5A					\$55,457.10

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
PHASE 5B (ALTERNATE)					
5.14	TRAFFIC CONTROL	LS	1.00	\$2,500.00	\$2,500.00
5.15	MOBILIZATION	LS	1.00	\$1,500.00	\$1,500.00
5.16	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	1,360.00	\$8.00	\$10,880.00
5.17	PULL ROPE	LF	2,040.00	\$0.05	\$102.00
5.18	TRACER WIRE	LF	1,810.00	\$0.35	\$633.50
5.19	FIBER TERMINATION, 4 POSITION, T5-O	EACH	1.00	\$2,500.00	\$2,500.00
5.20	FIBER TERMINATION, 4 POSITION, EXISTING PEDESTAL	EACH	1.00	\$2,500.00	\$2,500.00
5.21	FIBER OPTIC, 24 SM, INSTALL IN EXISTING CONDUIT	LF	322.00	\$2.50	\$805.00
5.22	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,518.00	\$2.25	\$3,415.50
5.23	HAND HOLE, FURNISH AND INSTALL	EACH	2.00	\$1,000.00	\$2,000.00
5.24	BUILDING ENTRANCE, BUILDING, T5-O	LS	1.00	\$3,000.00	\$3,000.00
5.25	SURFACE RESTORATION	LS	1.00	\$2,000.00	\$2,000.00
SUBTOTAL PHASE 5B					\$31,836.00
PHASE 5C (ALTERNATE)					
5.26	TRAFFIC CONTROL	LS	1.00	\$1,000.00	\$1,000.00
5.27	MOBILIZATION	LS	1.00	\$1,700.00	\$1,700.00
5.28	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	1,730.00	\$8.00	\$13,840.00
5.29	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$2,000.00	\$2,000.00
5.30	PULL ROPE	LF	2,115.00	\$0.05	\$105.75
5.31	TRACER WIRE	LF	1,900.00	\$0.35	\$665.00
5.32	FIBER TERMINATION, 4 POSITION, T5-P	EACH	1.00	\$2,500.00	\$2,500.00
5.33	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,915.00	\$2.25	\$4,308.75
5.34	HAND HOLE, FURNISH AND INSTALL	EACH	3.00	\$1,000.00	\$3,000.00
5.35	BUILDING ENTRANCE, BUILDING, T5-P	LS	1.00	\$5,000.00	\$5,000.00
5.36	SURFACE RESTORATION	LS	1.00	\$1,200.00	\$1,200.00
SUBTOTAL PHASE 5C					\$35,319.50
PHASE 5D (ALTERNATE)					
5.37	TRAFFIC CONTROL	LS	1.00	\$1,500.00	\$1,500.00
5.38	MOBILIZATION	LS	1.00	\$1,400.00	\$1,400.00
5.39	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	470.00	\$8.00	\$3,760.00
5.40	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$2,000.00	\$2,000.00
5.41	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 2 STRAND	EACH	1.00	\$1,800.00	\$1,800.00
5.42	PULL ROPE	LF	791.00	\$0.05	\$39.55
5.43	TRACER WIRE	LF	560.00	\$0.35	\$196.00
5.44	FIBER TERMINATION, 4 POSITION, T5-Q	EACH	1.00	\$2,500.00	\$2,500.00
5.45	FIBER TERMINATION, 4 POSITION, T5-R	EACH	1.00	\$2,500.00	\$2,500.00
5.46	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	591.00	\$2.25	\$1,329.75
5.47	HAND HOLE, FURNISH AND INSTALL	EACH	2.00	\$1,000.00	\$2,000.00
5.48	BUILDING ENTRANCE, BUILDING, T5-Q	LS	1.00	\$5,000.00	\$5,000.00
5.49	BUILDING ENTRANCE, BUILDING, T5-R	LS	1.00	\$5,000.00	\$5,000.00
5.50	SURFACE RESTORATION	LS	1.00	\$1,200.00	\$1,200.00
SUBTOTAL PHASE 5D					\$27,325.30
TOTAL PHASE 5					\$149,937.90
BASE BID - TOTAL OPINION OF PROBABLE CONSTRUCTION COST:					\$872,269.80
ALTERNATES - TOTAL OPINION OF PROBABLE CONSTRUCTION COST:					\$718,728.40
TOTAL OPINION OF PROBABLE CONSTRUCTION COST:					\$1,590,998.20



CITY OF STORM LAKE

CONSTRUCTION PLANS FOR

FIBER OPTIC IMPROVEMENTS - 2021

SEPTEMBER, 2021

INDEX OF SHEETS

RESOURCE LIST

CITY OF STORM LAKE

City Hall
620 Erie Street
P.O. Box 1086
Storm Lake, IA 50588

City Manager:
Keri Navratil
Assistant City Manager:
David Derragon

Mayor: Mike Porsch

City Council Members:
Dan Smith
Jose Ibarra
Kevin McKinney
Maria Ramos
Tyson Rice

Infrastructure Engineer:
Josh Pope P.E.
Bolton & Menk, Inc.
218 11th Street SW Plaza
712-580-5075

Public Services Supervisor:
Scott Bonebrake

Water Quality Operations Supervisor:
Ron Covert

UTILITIES

GAS
Alliant Energy
Storm Lake, IA 50588
1-800-822-4348

TELEPHONE/CABLE
Long Lines
118 E. 5th St.
Storm Lake, IA 50588
712-213-7425

Mediacom
720 Lake Ave.
Storm Lake, IA 50588
855-633-4226

Century Link
426 Lake Ave.
Storm Lake, IA 50588
1-800-261-1691

LOCAL
City of Storm Lake
433 Vilas Rd.
Storm Lake, IA 50588
712-732-8029

ELECTRIC
Mid American
1016 Vestal Street
Storm Lake, IA 50588
888-427-5632

GOVERNING SPECIFICATIONS

THE 2021 EDITION OF THE "IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" SHALL GOVERN.

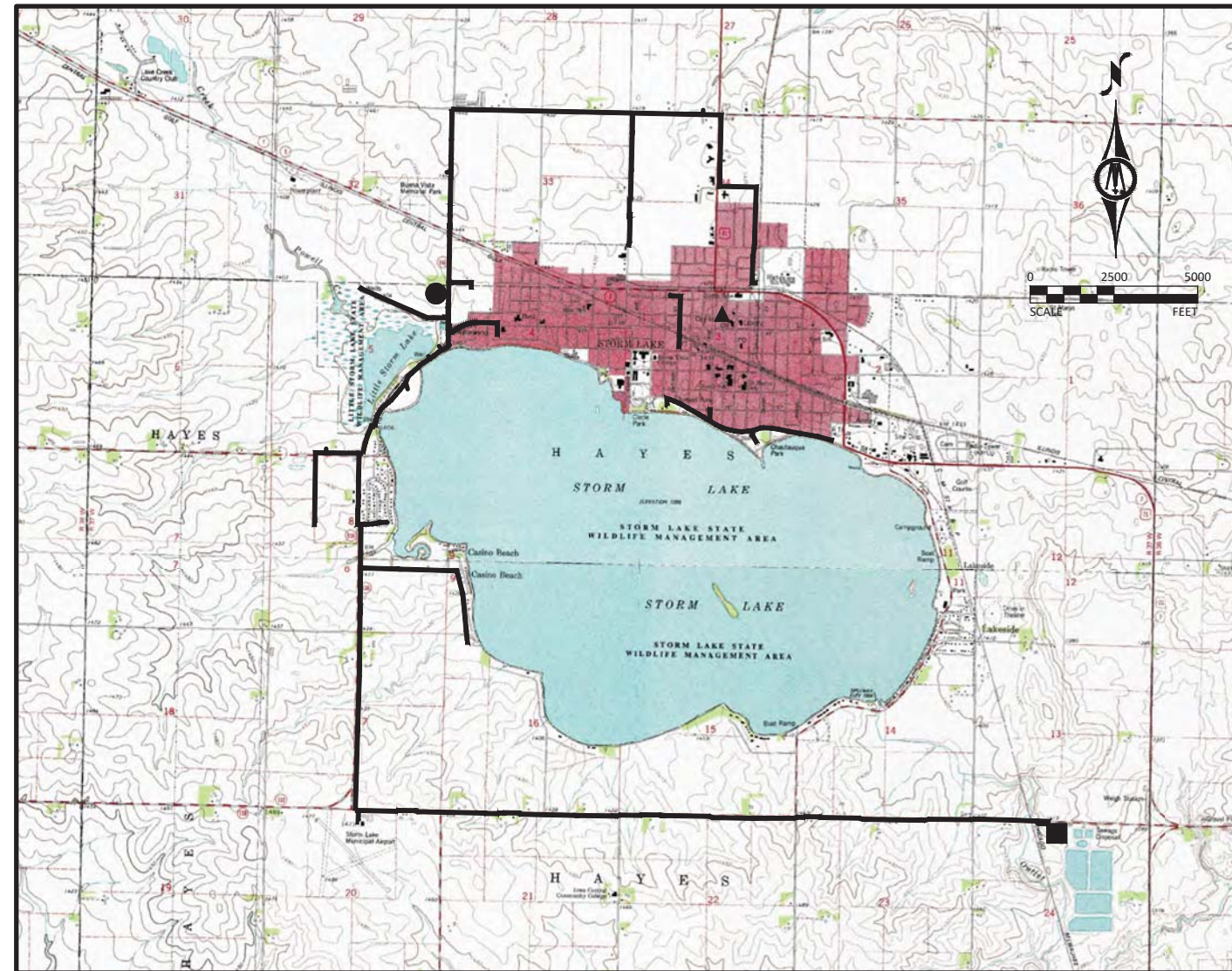
IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION," SERIES 2015 AND ALL CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THE PROJECT.

MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL, 1-800-292-8989

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



MAP OF THE
CITY OF STORM LAKE
BUENA VISTA COUNTY, IA

MAP LEGEND

- PROJECT LIMITS
- BID LOCATION/CITY HALL
- WATER TREATMENT PLANT
- WASTEWATER TREATMENT PLANT



218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
JDL	0	Bid	9/14/2021
DRAWN			
KH			
CHECKED			
JAP			
CLIENT PROJ. NO.			
OP1.124529			

SHEET NO.

TITLE

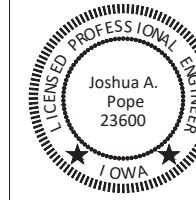
A.01	TITLE SHEET
C.01	QUANTITIES
C.02	ESTIMATE REF./GENERAL NOTES
C.03 - C.04	MATERIAL LIST
D.01	OVERVIEW - PHASING
D.02 - D.03	PHASE 1
D.04 - D.20	PHASE 2
D.21 - D.25	PHASE 3
D.26 - D.27	PHASE 4
D.28 - D.31	PHASE 5

LEGEND OF SYMBOLS

SYMBOL

DESCRIPTION

⊙	TERMINATION POINT
⊞	HAND HOLE LOCATION
⊙	PREVIOUSLY INSTALLED TERMINATION
⊞	PREVIOUSLY INSTALLED HAND HOLE
⊞	PREVIOUSLY INSTALLED PEDESTAL
— F — F —	EXISTING FIBER OPTIC
---	NEW FIBER OPTIC, EXISTING CONDUIT
— F — F —	NEW FIBER OPTIC AND CONDUIT
—	EXISTING WATERMAIN
—>>—	EXISTING STORM
—>—	EXISTING SANITARY



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.

JOSHUA A. POPE, P.E.

REG. NO. 23600 DATE: 09/14/2021

MY LICENSE RENEWAL DATE IS December 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEET

CITY OF STORM LAKE, IA
FIBER OPTIC IMPROVEMENTS - 2021

TITLE SHEET

SHEET

A.01

ESTIMATED PROJECT QUANTITIES					ESTIMATED PROJECT QUANTITIES					ESTIMATED PROJECT QUANTITIES				
Item No.	Item	Unit	Total	As Built Qty.	Item No.	Item	Unit	Total	As Built Qty.	Item No.	Item	Unit	Total	As Built Qty.
PHASE 1 (BASE)					PHASE 3 (ALTERNATE)					PHASE 5B (ALTERNATE)				
1.01	TRAFFIC CONTROL	LS	1.00		3.01	TRAFFIC CONTROL	LS	1.00		5.14	TRAFFIC CONTROL	LS	1.00	
1.02	MOBILIZATION	LS	1.00		3.02	MOBILIZATION	LS	1.00		5.15	MOBILIZATION	LS	1.00	
1.03	2 CONDUIT, 2 IN., HDPE, SDR 11	LF	8,860.00		3.03	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	8,590.00		5.16	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	1,360.00	
1.04	SPLICE, EXISTING HANDHOLE, LIVE, 24 STRAND	EACH	2.00		3.04	SPLICE, EXISTING HANDHOLE, LIVE, 24 STRAND	EACH	2.00		5.17	PULL ROPE	LF	2,040.00	
1.05	PULL ROPE	LF	5,172.00		3.05	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00		5.18	TRACER WIRE	LF	1,810.00	
1.06	TRACER WIRE	LF	9,000.00		3.06	PULL ROPE	LF	9,746.00		5.19	FIBER TERMINATION, 4 POSITION, T5-O	EACH	1.00	
1.07	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,822.00		3.07	TRACER WIRE	LF	9,190.00		5.20	FIBER TERMINATION, 4 POSITION, EXISTING PEDESTAL	EACH	1.00	
1.08	HAND HOLE, FURNISH AND INSTALL	EACH	6.00		3.08	FIBER TERMINATION, 4 POSITION, T3-I	EACH	1.00		5.21	FIBER OPTIC, 24 SM, INSTALL IN EXISTING CONDUIT	LF	322.00	
1.09	SURFACE RESTORATION	LS	1.00		3.09	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	9,246.00		5.22	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,518.00	
1.10	ADDITIONAL EQUIPMENT FOR SYSTEM UPGRADES	LS	1.00		3.10	HAND HOLE, FURNISH AND INSTALL	EACH	5.00		5.23	HAND HOLE, FURNISH AND INSTALL	EACH	2.00	
					3.11	BUILDING ENTRANCE, LIFT STATION, T3-I	LS	1.00		5.24	BUILDING ENTRANCE, BUILDING, T5-O	LS	1.00	
					3.12	SEEDING AND RESTORATION	LS	1.00		5.25	SURFACE RESTORATION	LS	1.00	
PHASE 2 (BASE)					PHASE 3B (ALTERNATE)					PHASE 5C (ALTERNATE)				
2.01	TRAFFIC CONTROL	LS	1.00		3.13	TRAFFIC CONTROL	LS	1.00		5.26	TRAFFIC CONTROL	LS	1.00	
2.02	MOBILIZATION	LS	1.00		3.14	MOBILIZATION	LS	1.00		5.27	MOBILIZATION	LS	1.00	
2.03	2 CONDUIT, 2 IN., HDPE, SDR 11	LF	9,620.00		3.15	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	4,330.00		5.28	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	1,730.00	
2.04	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	28,400.00		3.16	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 8 STRAND	EACH	1.00		5.29	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	
2.05	SPLICE, HANDHOLE, END, NOT LIVE, 48 STRAND	EACH	1.00		3.17	PULL ROPE	LF	4,995.00		5.30	PULL ROPE	LF	2,115.00	
2.06	SPLICE, RACK MOUNT, NOT LIVE, 72 STRAND	EACH	1.00		3.18	TRACER WIRE	LF	4,650.00		5.31	TRACER WIRE	LF	1,900.00	
2.07	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	4.00		3.19	FIBER TERMINATION, 4 POSITION, T3-J	EACH	1.00		5.32	FIBER TERMINATION, 4 POSITION, T5-P	EACH	1.00	
2.08	PULL ROPE	LF	46,229.00		3.20	FIBER TERMINATION, 4 POSITION, T3-K	EACH	1.00		5.33	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,915.00	
2.09	TRACER WIRE	LF	35,550.00		3.21	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,695.00		5.34	HAND HOLE, FURNISH AND INSTALL	EACH	3.00	
2.10	FIBER TERMINATION, 48 POSITION, T2-A	EACH	1.00		3.22	HAND HOLE, FURNISH AND INSTALL	EACH	4.00		5.35	BUILDING ENTRANCE, BUILDING, T5-P	LS	1.00	
2.11	FIBER TERMINATION, 4 POSITION, T2-B	EACH	1.00		3.23	BUILDING ENTRANCE, LIFT STATION, T3-J	LS	1.00		5.36	SURFACE RESTORATION	LS	1.00	
2.12	FIBER TERMINATION, 4 POSITION, T2-C	EACH	1.00		3.24	BUILDING ENTRANCE, LIFT STATION, T3-K	LS	1.00						
2.13	FIBER TERMINATION, 4 POSITION, T2-D	EACH	1.00		3.25	SURFACE RESTORATION	LS	1.00		PHASE 5D (ALTERNATE)				
2.14	FIBER OPTIC, 48 SM, INSTALL IN EXISTING CONDUIT	LF	7,090.00							5.37	TRAFFIC CONTROL	LS	1.00	
2.15	FIBER OPTIC, 72 SM, INSTALL IN EXISTING CONDUIT	LF	875.00		PHASE 4 (ALTERNATE)					5.38	MOBILIZATION	LS	1.00	
2.16	FIBER OPTIC, 48 SM, INSTALL IN NEW CONDUIT	LF	29,115.00		4.01	TRAFFIC CONTROL	LS	1.00		5.39	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	470.00	
2.17	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,494.00		4.02	MOBILIZATION	LS	1.00		5.40	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	
2.18	HAND HOLE, FURNISH AND INSTALL	EACH	35.00		4.03	2 CONDUIT, 2 IN., HDPE, SDR 11	LF	12,820.00		5.41	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 2 STRAND	EACH	1.00	
2.19	BUILDING ENTRANCE, WWTF, T2-A	LS	1.00		4.04	PULL ROPE	LF	7,581.00		5.42	PULL ROPE	LF	791.00	
2.20	BUILDING ENTRANCE, LIFT STATION, T2-B	LS	1.00		4.05	TRACER WIRE	LF	7,060.00		5.43	TRACER WIRE	LF	560.00	
2.21	BUILDING ENTRANCE, AIRPORT, T2-C	LS	1.00		4.06	FIBER TERMINATION, 24 POSITION, T4-L	EACH	1.00		5.44	FIBER TERMINATION, 4 POSITION, T5-Q	EACH	1.00	
2.22	BUILDING ENTRANCE, LIFT STATION, T2-D	LS	1.00		4.07	FIBER OPTIC, 24 SM, INSTALL IN EXISTING CONDUIT	LF	218.00		5.45	FIBER TERMINATION, 4 POSITION, T5-R	EACH	1.00	
2.23	BUILDING ENTRANCE, WATER PLANT, T2-E	LS	1.00		4.08	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	6,913.00		5.46	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	591.00	
2.24	SURFACE RESTORATION	LS	1.00		4.09	HAND HOLE, FURNISH AND INSTALL	EACH	8.00		5.47	HAND HOLE, FURNISH AND INSTALL	EACH	2.00	
					4.10	BUILDING ENTRANCE, POLICE STATION, T2-L	LS	1.00		5.48	BUILDING ENTRANCE, BUILDING, T5-Q	LS	1.00	
PHASE 2B (ALTERNATE)					4.11	SURFACE RESTORATION	LS	1.00		5.49	BUILDING ENTRANCE, BUILDING, T5-R	LS	1.00	
2.25	TRAFFIC CONTROL	LS	1.00							5.50	SURFACE RESTORATION	LS	1.00	
2.26	MOBILIZATION	LS	1.00		PHASE 5A (ALTERNATE)									
2.27	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	5,390.00		5.01	MOBILIZATION	LS	1.00						
2.28	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 8 STRAND	EACH	1.00		5.02	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	3,040.00						
2.29	PULL ROPE	LF	6,096.00		5.03	SPLICE, EXISTING HANDHOLE, NOT LIVE, 4 STRAND	EACH	1.00						
2.30	TRACER WIRE	LF	5,760.00		5.04	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 2 STRAND	EACH	1.00						
2.31	FIBER TERMINATION, 4 POSITION, T2-F	EACH	1.00		5.05	PULL ROPE	LF	3,677.00						
2.32	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	5,796.00		5.06	TRACER WIRE	LF	3,300.00						
2.33	HAND HOLE, FURNISH AND INSTALL	EACH	5.00		5.07	FIBER TERMINATION, 2 POSITION, T5-M	EACH	1.00						
2.34	BUILDING ENTRANCE, LIFT STATION, T2-F	LS	1.00		5.08	FIBER TERMINATION, 2 POSITION, T5-N	EACH	1.00						
2.35	SURFACE RESTORATION	LS	1.00		5.09	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	3,377.00						
					5.10	HAND HOLE, FURNISH AND INSTALL	EACH	3.00						
PHASE 2C (ALTERNATE)					5.11	BUILDING ENTRANCE, WELL 8, T5-M	LS	1.00						
2.36	TRAFFIC CONTROL	LS	1.00		5.12	BUILDING ENTRANCE, WELL 18, T5-N	LS	1.00						
2.37	MOBILIZATION	LS	1.00		5.13	SURFACE RESTORATION	LS	1.00						
2.38	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	3,780.00											
2.39	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00											
2.40	PULL ROPE	LF	4,487.00											
2.41	TRACER WIRE	LF	4,110.00											
2.42	FIBER TERMINATION, 4 POSITION, T2-G	EACH	1.00											
2.43	FIBER TERMINATION, 4 POSITION, T2-H	EACH	1.00											
2.44	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,137.00											
2.45	HAND HOLE, FURNISH AND INSTALL	EACH	5.00											
2.46	BUILDING ENTRANCE, WELL 19, T2-G	LS	1.00											
2.47	BUILDING ENTRANCE, WATER TOWER, T2-H	LS	1.00											
2.48	SURFACE RESTORATION	LS	1.00											

NOTES

Item No.	Description
1	Conduit, fiber optic cable, materials for splicing and termination to be supplied and installed by Contractor.
2	Contractor to provide and install all hand holes. Hand holes shall be as specified in the estimate reference notes of the plans.
3	Contractor to provide and install all conduit. Conduit size and material shall be as specified in the estimate reference notes of the plans.
4	Contractor shall coordinate with owner to provide sufficient excess fiber optic cable at all hand holes, vaults, pedestals and termination points.
5	Fiber optic cables shall be supplied with no splices between the beginning of the segment and the termination point. Any segment cut or broken due to the contractor's operations shall have a complete new line installed in that segment.
6	Contractor will be responsible for completing all necessary permits for working within the right of way of the roads, this would include the City of Storm Lake, Buena Vista County and the Iowa Department of Transportation.
7	All traffic control is the contractor's responsibility and should be included in the bid item for each phase. This will also include any requirements for traffic control mandated by City, County or IDOT permits that will be required for the work.
8	No construction staking will be provided, contractor to determine final route based on the approximate alignment provided and the actual in field conditions. Contractor to notify Owner and Engineer of any major conflicts or necessary alignment changes.

DESIGNED

JDL

DRAWN

KH

CHECKED

JAP

CLIENT PROJ. NO.

OP1.124529

NO.

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ISSUED FOR

Bid

DATE

9/14/2021

CITY OF STORM LAKE, IA

FIBER OPTIC IMPROVEMENTS - 2021

ESTIMATED QUANTITIES

SHEET

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ESTIMATE REFERENCE NOTES	
Item No.	Description
1	TRAFFIC CONTROL
	The Contractor shall furnish and maintain all traffic control devices arequired for the duration of the project. All traffice control devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the IDOT per 761 of the Iowa Administrative Code, Chapter 31; IDOT 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. Work within an Iowa DOT Right of Way will require the completion of a Work Within Right of Way Permit from the DOT prior to beginning the work and contractor will be required to follow traffic control and other special requirements set forth in the permit.
2	MOBILIZATION
	This item is for all prepatory 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. This item also includes all exploratory excavation work necessary to locate all existing utilities for alignments and crossings of the proposed fiber optic line, this will not be individually paid.
3	CONDUIT, 2 IN., HDPE, SDR 11
	All conduit shall be HDPE fusible pipe, 2" Diameter, SDR 11 as manufactured by DuraLiner and orange in color or approved equal. Conduits shall be continuous through segments, any splices or repairs shall be completed using manufacturer's approved couplers or approved fusing techniques. Conduits shall be terminated according to The Fiber Optic Association, Inc. Standards and manufacturer's recommendations for the types of pedestals, hand holes and termination points being used. Contractor has option to determine conduit installation method based on field conditions. Conduit segments that will not have fiber optic cable installed shall have a tracer wire as specified installed along the outside of the conduit, tracer wire to be incidental to this item. All installed conduits shall have a pull rope installed during installation. If the pull rope is used to install a new fiber optic line in new or existing conduits, then another pull rope shall be installed in the conduit at the same time.
4	SPLICE, VARIOUS
	All fiber splices will be fusion spliced. A log shall be kept of loss per splice. Connections shall be tested for signal loss and OTDR shall be used to verify quality of connection. Cross connects, patching, and switch configuration shall be performed by City IT Staff. Splice closures shall be Corning Fiber Dome Closure FDC-08S-A-NON-01A-A, or approved equal and appropriate kit parts to complete splices as called out in plans. Each splice shall include a hanger that is to be mounted into the handhole for retaining the splice closure.
5	PULL ROPE
	Pull rope shall be industry standard for the proposed application. All installed conduits shall have a pull rope installed during installation. If the pull rope is used to install a new fiber optic line in new or existing conduits, then another pull rope shall be installed in the conduit at the same time as the fiber.
6	TRACER WIRE
	Tracer wire shall be installed with all conduits. The tracer wire shall be a #10 A.W.G., single conductor, stranded copper, Type THHN, with UL approval and an orange colored jacket. Tracer wires shall be spliced in the hand holes to form a continuous network. The splice shall be a soldered connection and then covered with a water proof style connector or wire nut. Tracer wire item shall include all required ground rods and installation for a fully functioning system.
7	FIBER OPTIC CABLE
	Corning 048ZUC-T4F22D20 ALTOS Lite Loose Tube, Gel-Free, Single-Jacket, Single-Armored Cables with FastAccess Technology 48 F, SMF-28 Ultra fiber, Single-mode (OS2) or approved equal. --- Appropriately 24/48/72 strand based on location
8	FIBER OPTIC, INSTALL IN EXISTING CONDUIT
	Contractor shall install new fiber optic lines within existing conduit segments using installation methods of their choice and approved by the Owner and Engineer. No guarantee is made as to the condition of the existing conduit. If contractor is unable to get new cable installed, they shall contact Owner and Engineer and an alternate construction method will be negotiated. If there is an existing cable in a conduit, and Contractor is unable to install new line in same conduit, Contractor must contact Owner and Engineer to coordinate removal and replacement of existing cable.
9	FIBER OPTIC, INSTALL IN NEW CONDUIT
	Contractor shall install new fiber optic lines within the new conduit segments using installation method of their choice and approved by the Owner and Engineer. The size and number of fiber optic lines within each conduit shall be as detailed in the plans. Segments shall be continuous with no splices allowed.
10	FIBER TERMINATION, VARIOUS
	All fiber terminations will be fusion spliced. A log shall be kept of loss per splice. Connections shall be tested for signal loss and OTDR shall be used to verify quality of connection. Cross connects, patching, switch configuration shall be performed by City IT Staff. The fiber termination item shall include all materials, equipment and labor necessary to the complete the terminations for the amount shown in the plans and in the project manual. Termination panel included as part of this item.
11	HAND HOLE, FURNISH AND INSTALL
	Hand holes shall be Quazite, Enclosed Assembly, 36"x30"x24" as manufactured by Hubbell Power Systems, ANSI Tier 15 or approved equal. Location 5B-1 shall be AASHTO H-20 rated and shall be paid at the same unit price as all others. Hand hole covers shall read "FIBER OPTIC." Installation shall be as per manufacturer's recommendations at the locations detailed on the plans. A minimum of four (4) cable hooks will be installed in each handhole to support the cables. Contractor shall notify owner and engineer of any additional locations that are required for proper construction of the fiber optic cable and conduit. Conduits shall be connected to hand holes according to The Fiber Optic Association, Inc. Standards and fiber optic lines shall have required "slack" in each direction. Fiber optic location posts shall be placed next to all hand holes that are installed, reading "Warning Buried Fiber." Fiber optic location posts shall be incidental to this item.

GENERAL NOTES	
Item No.	Description
GENERAL NOTES	
Item No.	Description
1	All areas labeled "deep bore locations" shall be a minimum of 5 feet of cover from existing surface or as approved by the Owner or Engineer.
2	All areas labeled "deep bore through road ROW" or "maintain minimum cover under drainage ditch" shall maintain a minimum of 3 feet of cover from the lowest part of the road ditch or drainage ditch bottom.
3	All termination points are general locations of the building or structure and are for visual representation only. Actual termination points shall be located and verified in the field by the owner prior to installation. Contractor shall verify conduit and cable lengths from these marked field locations. Conduit ends shall be taped and sealed to prevent water and soil intrusion.
4	Contractor shall verify that locations where fiber line is installed is within Public Rights of Way, easements or city owned property. If unsure of location, contact owner or engineer for verification.
5	Hand holes are to be installed within city rights of way, easements or city owned property and shall not be installed within sidewalks, driveways or parking lots.
6	Any additional hand holes required by the contractor for construction can be placed with the prior approval of the Owner or Engineer at the original as bid price.

GENERAL NOTES	
Item No.	Description
7	Contractor shall locate all existing utilities prior to construction. Contractor is also responsible for coordination with public and private utility companies and verification of proposed fiber alignment based on field location of utilities.
8	Any damage to existing utilities during construction shall be repaired or replaced at the Contractor's expense.
9	Contractor shall coordinate their activities with other Contractors and construction projects that may be occurring.
10	A separate NPDES General Permit #2 is not being applied for in conjunction with this project. However, contractor is still responsible for erosion and sediment control including control of boring operations materials and waste. All necessary BMP and controls are incidental to construction.
11	All areas disturbed by the construction shall be restored to pre-construction condition or better. This includes removal of spoil material, cleaning of adjacent streets, sidewalks, driveways, etc. and the filling of ruts caused by equipment.
12	All spoil material shall be removed and hauled to an offsite location secured by the contractor. All items shall be disposed of in accordance with all laws, rules and regulations.
13	Surface Restoration: final grading and seedbed preparation for vegetatvie restoration and subgrade excavation and compaction for paved areas, shall be completed as construction progresses. Restoration activities shall commence on a segment within 3 business days of the underground activities being completed on a segment. All restoration activities are incidental to the lump sum Surface Restoration item. Noncompliance with this requirement will result in the accumulation of liquidated damages in the amount of \$200 per calendar day until resolved.

ESTIMATE REFERENCE NOTES	
Item No.	Description
12	SURFACE RESTORATION
	This item includes restoration for all types of surfacing that is disturebed as part of the project; vegetation, PCC, HMA, Aggregate. Seed all areas disturbed by construction. The cost for watering shall be considered incidental to the item. Rock picking, finish grading, and reseeding are considered incidental to this item. No additional payments will be made for reseeded areas. The Contractor is responsible for mowing and maintaining seeded areas until the project is accepted by the Owner. Seeding of areas disturbed outside of the construction limits shall be the responsibility of the Contractor at no additional cost to Owner. All PCC shall be an Iowa DOT approved mix of 4,000 psi @ 28 days. Area shall have the subgrade cut to a minimum of 4" thickness for sidewalk, 6" for driveways and match thickness of existing pavements and curb sections. Subgrade call be shaped and compacted prior to placement of the PCC. HMA areas shall have the subgrade to match thickness of the existing pavement and compacted. Road sections within the DOT Right of Way shall use a mix as directed by the Iowa DOT and have the patch verified by the Iowa DOT staff prior to placement. Aggregate sections shall use Class A roadstone of at least 6" thickness for all restorations.
13	BUILDING ENTRANCE, VARIOUS
	The Building Entrance items that are listed as separate lump sum (LS) bid items shall include all materials, equipment and labor to bring the fiber optic cables and conduit up to the building, install the specified enclosure, penetrate the building wall as required, seal the penetration, provide electrical service and install all necessary equipment. In general, each Building Entrance will include the following listed items: Fiber Endpoint Building Enclosure Kits (Typical): 1 each – Extreme Networks Industrial Switch – 16803 1 each – Extreme Networks ExtremeCloud IQ License – XIQ-PIL-S-C-EW 1 each – L-Com Enclosure - NB181608-10V 2 each – LC-LC OS2 Fiber Patch Cable (1m) 2 each – RJ45 Jack 1 each – UPS System with at least 7ah 12v battery providing dual power to Industrial Switch 1 each – Installation of appropriate Electrical Circuit (15amp) (grounded) 1 each – Run 2 Cat5e cables to PLC Cabinet 1 each – Extreme Networks NBD HWR Warranty – 97000-16803 4 each – Extreme Networks (or Compatible 3rd Party) - 1000Base-LX/LH (30km) 1 each – Corning Single-Panel Housing Pigtailed – SPH-CS12-A9-P00RE 1 each – 2 Port RJ45 Biscuit 2 each – Appropriate Length Patch Cable to go from Switch to Jacks 1 each – Mount and Install Enclosure and components (grounded) 1 each – Installation of Conduit to PLC Cabinet from fiber enclosure 2 each – Appropriate Length Patch Cable to go from Jacks to PLC/HMI/Other (Install 2 Port Biscuits and RJ45 Jacks in PLC Cabinet) Each building entrance is unique to the elements required and contractor should review each site carefully to verify elements to be able to complete the work.
14	ADDITIONAL EQUIPMENT FOR SYSTEM UPGRADES
	This item willll include the purchase of the following listed equipment, or it's approved equal, and delivering this equipment unopened in it original packaging to the City Hall Building. This equipment is required for overall system upgrades that are necessary for the fiber optic system improvements that will be completed as part of this project. The equipment necessary is as follows: 5 each – Extreme Networks Switch - VSP7400-48Y-8C 30 each – Extreme Networks Front to Back Fan – XN-FAN-001-F 5 each – Extreme Networks NBD HWR Warranty – 97004-H35312 16 each – Extreme Networks (Or Compatible 3rd Party) - 40GBase-ER4 QSFP (30km) Include price for 5 year warranty and license option with maintenance and support of switch(es) 5 each – Extreme Networks Premier License - VSP-PRMR-LIC-P 10 each – Extreme Networks Power Supply – XN-ACPWR-750W-F 5 each – Extreme Networks ExtremeCloud IQ License – XIQ-PIL-S-C-EW 20 each – Extreme Networks (Or Compatible 3rd Party) – 1000Base-LX/LH (30km)

GENERAL NOTES	
Item No.	Description
14	Seeding, fertilizing and mulching of prepared segment shall be completed within 7 calendar days, excluding rain days and wet conditions, of the surface preparation being completed on a segment. Seeding types shall be type-1 permanent lawn mixture for residential or regularly mowed areas or type 2 cool or Type 3 warm season slope and ditch mixtures for other areas. If segment is ready for seeding outside of given seeding dates, then contractor shall apply temporary seeding and/or mulch until it can be permanently seeded. All seeding, fertilizing and mulching are paid as part of the Surface Restoration Lump Sum. Noncompliance with this requirement will result in the accumulation of liquidated damages in the amount of \$200 per calendar day until resolved.
15	Restoration of any pavement, driveway, sidewalks or parking lots that are removed for construction are incidental to construction and shall be included in the bid price for Surface Restoration. This work shall be completed within 7 calendar days, excluding rain days or wet conditions, of the preparation being completed on a segment. Noncompliance with this requirement will result in the accumulation of liquidated damages in the amount of \$200 per calendar day until resolved.
16	All conduits shall have a tracer wire installed during construction for future location. Multiple empty conduits shall have at least one tracer wire installed. Tracer wire shall terminate at the same location as the fiber line would and be easily accessible. Tracer wire shall be as specified in the estimate reference notes.
17	All conduits shall have a pull rope installed during construction for future installations. Any conduit having fiber installed shall have another pull rope installed simultaneously.
18	All quantities shown in the plans and specifications are for informational and estimating purposes only. The contractors bid shall include all labor, equipment, and material necessary to provide a complete and functional fiber installation in conformance with the plans and specifications and meeting industry standards.
19	Materials and construction shall conform to the requirements of all applicable sections of the Statewide Urban Design and Specifications (SUDAS) current edition and Iowa DOT Standard Specifications, 2015 Edition.
20	The plan locations of underground utilities, when shown, are approximately only and portions of utility information may not have been provided. All utilities shall be located and marked prior to construction. The contractor shall be responsible for contacting and scheduling utilities and locator services. The contractor shall also contact any and all utilities and local government utilities that may or may not participate in location services.
21	Proposed equipment locations are approximate and may be modified to avoid conflicts with underground utilities or other obstructions.
22	Proposed location of equipment and conduit system alignments on the plans by the engineer has been performed without full consideration of existing ground utilities. It shall be the contractor's responsibility to determine any conflicts with existing utilities in the field prior to initiation of construction on that segment. The contractor is responsible for contacting the engineer upon determination of any significant changes to alignments or locations due to utility conflicts.
23	Conduits brought to above ground risers can be steel or PVC conduit as allowed by building and electrical codes. All other conduit shall be P.V.C. or HDPE conduit as specified.
24	It shall be the contractors responsibility to repair any existing conduit, conductors, or other facilities damaged during construction. All existing infrastructure removed or damaged by the contractor shall be replaced in kind by the contractor at no additional expense to the owner.
25	The Contractor shall not disturb any existing utilities except as specifically defined within the scope of work for this contract. Where proposed work affects or is affected by the existing utilities, the work shall be coordinated with the utility company, owner and project engineer.

GENERAL NOTES	
Item No.	Description
26	Coil 25 feet of fiber cable in each handhole. Coil a minimum of 12 feet of fiber cable in each building penetrations terminal location.
27	Underground conduit shall be placed at 36" minimum cover unless otherwise specified on the plans.
28	The minimum cover under a public roadway shall be 24" or such greater depth as may be required to clear the pavement structure and other utilities.
29	The conduit is to be installed near the outside edge of the road right of way. Contractor to avoid placement of conduit or hand holes in the bottom of road ditches or other water courses.
30	Any and all improvements, such as asphalt or concrete pavements, curbs, gutters, walks, drainage ditches, culverts, drain tiles, embankments, shrubs, trees, landscaping, grass, sod, etc., if damaged by the contractor, shall be restored to original or better condition and shall be considered incidental to the other work.
31	The contractor shall bore under any existing asphalt or concrete pavement roadway.
32	The minimum bending radius of conduit system shall be the larger of the manufacturers recommendations or national electric code (NEC) requirements.
33	A durable tag reading "Fiber Optic Cable Storm Lake" or "Fiber Optic Cable City of Storm Lake" shall be attached to each fiber cable in each hand hole.
34	Required work with any existing Storm Lake equipment (pull boxes, handholes, buildings, etc.) the contractor shall contact City of Storm Lake IT Staff at least 48 hours in advance.
35	Photos and locations of the building entrances are shown for general information purposes only. Contractor shall provide appropriate hangers, ties and other hardware to complete installation. Small changes may be necessary and should be considered incidental to the project.
36	There are multiple completion dates for this project. Phase 1 – Completion – May 27, 2022; Phase 2 – Completion – September 2, 2022, and all other added alternates Completion – December 2, 2022.
37	Contractor to provide as-built field locates for both vertical and horizontal placement of each conduit completed with the project.
38	Contractor shall coordinate with Ron Covert, City of Storm Lake, 48 hours before any work within the Public Works Buildings or lift stations are performed.
39	Contractor shall coordinate with Chief Chris Cole, City of Storm Lake Police Department and Ron Covert, City of Storm Lake, 48 hours before any work within the Police Station Buildings are performed.
40	Contractor shall install bell end fittings on the ends of all conduit in handholes as per the specifications.
41	Any open bore pits or excavation sites shall be enclosed with orange construction fencing when either no construction workers are present or at the end of each day. Fencing enclosures are incidental to the conduit installation.
42	The existing system contains live fibers used by the city and schools. Prior to any splice work, coordinate with City of Storm Lake IT Staff and Owner/Engineer.



**BOLTON
& MENK**

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DESIGNED	NO.	ISSUED FOR	DATE
JDL	0	Bid	9/14/2021
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CITY OF STORM LAKE, IA
FIBER OPTIC IMPROVEMENTS - 2021

ESTIMATE REFERENCE NOTES & GENERAL NOTES

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MATERIAL & EQUIPMENT TABULATION																		
Handholes			Location		Conduit				Fiber, Single Mode			Splice			Termination			Remarks
No.	Location	Type	From	To	2" HDPE, DR11	Dual 2" HDPE, DR11	Tracer Wire	Pull Rope	24 Strand	48 Strand	72 Strand	Type	Live/Dead	No	Location	Type	No	
PHASE 1																		
1	Lake Ave & 1st St	EX	1-0E		---	---	Yes	Yes		---	---	3-Way	Live	24	---	---	---	
2	Lake Ave & 1st St	Tier 15	1-0E	1-1	---	820	Yes	Yes	456	---	---	---	---	Coil	---	---	---	
3	Lake Ave & Lakeshore Dr	Tier 15	1-1	1-2	---	1,460	Yes	Yes	787	---	---	---	---	Coil	---	---	---	Splice for Phase 5B
4	Lakeshore Dr & Chautauqua Park	Tier 15	1-2	1-3	---	1,380	Yes	Yes	752	---	---	---	---	---	---	---	---	
5	Lakeshore Dr & Hudson St	Tier 15	1-3	1-4	---	1,320	Yes	Yes	719	---	---	---	---	Coil	---	---	---	
6	Lakeshore Dr & Russell St	Tier 15	1-4	1-5	---	1,700	Yes	Yes	916	---	---	---	---	Coil	---	---	---	
7	Lakeshore Dr & Highway St	Tier 15	1-5	1-6	---	2,060	Yes	Yes	1,109	---	---	---	---	Coil	---	---	---	
8	Lakeshore Dr & Highway St	EX	1-6	1-7E	---	120	Yes	Yes	83	---	---	3-Way	Live	24	---	---	---	
	SubTotals:					8,860			4,822									
PHASE 2																		
1	@ Wastewater Treatment Facility	Term.	T2-A	---	---	---	Yes	Yes	---	---	---	---	No	---	In Building	Rack Mount	72	Details in project manual appendix
2	@ Wastewater Treatment Facility	EX	T2	2-1E	---	---	No	Yes	---	115	---	---	---	Coil	---	---	---	
3	Hwy 65 & 120th Ave	EX	2-1E	2-2E	---	---	No	Yes	---	2,575	---	---	---	Coil	---	---	---	
4	Hwy 65 & 120th Ave	EX	2-2E	2-3	1,420	---	Yes	Yes	---	1,510	---	---	---	Coil	---	---	---	
5	Hwy 65	Tier 15	2-3	2-4	1,310	---	Yes	Yes	---	1,395	---	---	---	Coil	---	---	---	
6	Hwy 65	Tier 15	2-4	2-5	970	---	Yes	Yes	---	1,046	---	---	---	Coil	---	---	---	
7	Hwy 65	Tier 15	2-5	2-6	970	---	Yes	Yes	---	1,046	---	---	---	Coil	---	---	---	
8	Hwy 65	Tier 15	2-6	2-7	890	---	Yes	Yes	---	958	---	---	---	Coil	---	---	---	
9	Hwy 65 & 110th Ave	Tier 15	2-7	2-8	210	---	Yes	Yes	---	249	---	---	---	Coil	---	---	---	
10	Hwy 65 & 110th Ave	Tier 15	2-8	2-9	1,260	---	Yes	Yes	---	1,348	---	---	---	Coil	---	---	---	
11	Hwy 65	Tier 15	2-9	2-10	1,340	---	Yes	Yes	---	1,426	---	---	---	Coil	---	---	---	
12	Hwy 65	Tier 15	2-10	2-11	1,260	---	Yes	Yes	---	1,345	---	---	---	Coil	---	---	---	
13	Hwy 65	Tier 15	2-11	2-12	1,270	---	Yes	Yes	---	1,356	---	---	---	Coil	---	---	---	
14	Hwy 65 & 100th Ave	Tier 15	2-12	2-13	500	---	Yes	Yes	---	551	---	Midspan	No	4	---	---	---	
15	C65 Lift Station	Term.	2-13	T2-B	30	---	Yes	Yes	67	---	---	---	No	---	On Building	End	4	Details in project manual appendix
16	Hwy 65	Tier 15	2-13	2-14	1,200	---	Yes	Yes	---	1,283	---	---	---	Coil	---	---	---	
17	Hwy 65	Tier 15	2-14	2-15	700	---	Yes	Yes	---	754	---	---	---	Coil	---	---	---	
18	Hwy 65	Tier 15	2-15	2-16	680	---	Yes	Yes	---	740	---	---	---	Coil	---	---	---	
19	Hwy 65	Tier 15	2-16	2-17	1,480	---	Yes	Yes	---	1,571	---	---	---	Coil	---	---	---	
20	Hwy 65	Tier 15	2-17	2-18	1,260	---	Yes	Yes	---	1,345	---	---	---	Coil	---	---	---	
21	Hwy 65 & 90th Ave	Tier 15	2-18	2-19	200	---	Yes	Yes	---	234	---	---	---	Coil	---	---	---	
22	Hwy 65 & 90th Ave	Tier 15	2-19	2-20	660	---	Yes	Yes	---	713	---	---	---	Coil	---	---	---	
23	Hwy 65	Tier 15	2-20	2-21	1,050	---	Yes	Yes	---	1,121	---	---	---	Coil	---	---	---	
24	Hwy 65	Tier 15	2-21	2-22	820	---	Yes	Yes	---	886	---	---	---	Coil	---	---	---	
25	Hwy 65 & 85th Ave	Tier 15	2-22	2-24	360	---	Yes	Yes	401	---	---	Midspan	No	4	---	---	---	
26	Hwy 65 & Airport	Term.	2-24	T2-C	20	---	Yes	Yes	78	---	---	---	No	---	In Building	End	4	Details in project manual appendix
27	Hwy 65 & 85th Ave	Tier 15	2-22	2-23	100	---	Yes	Yes	---	130	---	---	---	Coil	---	---	---	
28	85th Ave	Tier 15	2-23	2-25	1,430	---	Yes	Yes	---	1,527	---	---	---	Coil	---	---	---	
29	85th Ave	Tier 15	2-25	2-26	1,370	---	Yes	Yes	---	1,464	---	---	---	Coil	---	---	---	
30	85th Ave	Tier 15	2-26	2-27	1,390	---	Yes	Yes	---	1,479	---	---	---	Coil	---	---	---	
31	85th Ave	Tier 15	2-27	2-28	1,440	---	Yes	Yes	---	1,533	---	---	---	Coil	---	---	---	
32	85th Ave	Tier 15	2-28	2-29	1,050	---	Yes	Yes	---	1,122	---	---	---	Coil	---	---	---	
33	85th Ave & W. Marina Rd	Tier 15	2-29	2-30	910	---	Yes	Yes	---	983	---	---	---	Coil	---	---	---	Splice for Phase 2B
34	85th Ave & Howard Rd	Tier 15	2-30	2-31	---	2,740	Yes	Yes	---	1,455	---	Midspan	No	4	---	---	---	
35	Emerald Dr & Emerald Park Lift Station	Tier 15	2-31	2-31A	830	---	Yes	Yes	892	---	---	---	---	Coil	---	---	---	
36	Emerald Dr & Emerald Park Lift Station	Term.	2-31A	T2-D	20	---	Yes	Yes	56	---	---	---	No	Coil	On Tower/Pole	End	4	Details in project manual appendix
37	85th Ave & Howard Rd	Tier 15	2-31	2-32	---	220	Yes	Yes	---	138	---	---	---	Coil	---	---	---	
38	85th Ave & Leona Dr - South	Tier 15	2-32	2-33	---	1,540	Yes	Yes	---	827	---	---	---	Coil	---	---	---	
39	85th Ave & Leona Dr - North	Tier 15	2-33	2-34	---	1,500	Yes	Yes	---	812	---	---	---	Coil	---	---	---	
40	85th Ave & 610th St	Tier 15	2-34	2-35	---	1,420	Yes	Yes	---	771	---	---	---	Coil	---	---	---	Splice for Phase 2B
41	85th Ave & 610th St	Tier 15	2-35	2-36	---	240	Yes	Yes	---	148	---	---	---	Coil	---	---	---	
42	Hwy 110 & Frank Starr Lift Station	EX	2-36	2-37E	---	1,960	Yes	Yes	---	1,054	---	---	---	Coil	---	---	---	
43	Hwy 110 & Frank Starr Lift Station	EX	2-37E	2-38E	---	---	No	Yes	---	1,851	---	---	---	Coil	---	---	---	
44	Hwy 110	EX	2-38E	2-39E	---	---	No	Yes	---	1,172	---	---	---	Coil	---	---	---	
45	Hwy 110	EX	2-39E	2-40E	---	---	No	Yes	---	515	---	---	---	Coil	---	---	---	
46	Hwy 110 & Vista Dr	EX	2-40E	2-41E	---	---	No	Yes	---	298	---	---	---	Coil	---	---	---	
47	Hwy 110 & 5th St	EX	2-41E	2-42E	---	---	No	Yes	---	347	---	End	No	48	---	---	---	Exist. Conduit does not reach handhole, open excavation will be required into and out of this handhole
48	Hwy 110 (Abner Bell)	EX	2-42E	2-43E	---	---	No	Yes	---	332	---	---	---	Coil	---	---	---	
49	Hwy 110 (Abner Bell) & Water Plant	EX	2-43E	2-44E	---	---	No	Yes	---	---	318	---	---	Coil	---	---	---	
50	Hwy 110 (Abner Bell) & Water Plant	EX	2-44E	2-45E	---	---	No	Yes	---	---	395	---	---	Coil	---	---	---	
51	Hwy 110 (Abner Bell) & Water Plant	Term.	2-45E	T2-E	---	---	No	Yes	---	---	162	---	No	48	Rack Mount	---	---	Details in project manual appendix
	SubTotals:				28,400	9,620			1,494	38,835	875							
PHASE 2B																		
1	85th Ave & W. Marina Rd	Tier 15		2-30	---	---	Yes	Yes	---	---	---	Midspan	No	8	---	---	---	
2	85th Ave & W. Marina Rd	Tier 15	2-30	2-50	1,270	---	Yes	Yes	1,351	---	---	---	---	Coil	---	---	---	
3	W. Marina Rd	Tier 15	2-50	2-51	830	---	Yes	Yes	900	---	---	---	---	Coil	---	---	---	
4	W. Marina Rd & Casino Rd	Tier 15	2-51	2-52	940	---	Yes	Yes	1,007	---	---	---	---	Coil	---	---	---	
5	Casino Rd	Tier 15	2-52	2-53	1,130	---	Yes	Yes	1,209	---	---	---	---	Coil	---	---	---	
6	Casino Rd & Casino Lift Station	Tier 15	2-53	2-54	1,160	---	Yes	Yes	1,238	---	---	---	---	Coil	---	---	---	
7	Casino Rd & Casino Lift Station	Term.	2-54	T2-F	60	---	Yes	Yes	91	---	---	---	---	---	On Building	No	4	Details in project manual appendix
	SubTotals:				5390				5796									



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CITY OF STORM LAKE, IA
FIBER OPTIC IMPROVEMENTS - 2021
MATERIALS & EQUIPMENT TABLE

SHEET

C.03

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MATERIAL & EQUIPMENT TABULATION																		
Handholes			Location		Conduit				Fiber, Single Mode			Splice			Termination			Remarks
No.	Location	Type	From	To	2" HDPE, DR11	Dual 2" HDPE, DR11	Tracer Wire	Pull Rope	24 Strand	48 Strand	72 Strand	Type	Live/Dead	No	Location	Type	No	
PHASE 2C																		
1	85th Ave & 610th St	Tier 15		2-35	---	---	Yes	Yes	---	---	---	Midspan	No	12	---	---	---	
2	Emerald Dr & Well 19	Tier 15	2-35	2-60	1,030	---	Yes	Yes	1,106	---	---	Midspan	No	4	---	---	---	
3	Emerald Dr & Well 19	Term.	2-60	T2-G	130	---	Yes	Yes	157	---	---	---	---	---	Post Mount	No	4	Details in project manual appendix
4	Emerald Dr & Easement	Tier 15	2-60	2-61	330	---	Yes	Yes	370	---	---	---	---	Coil	---	---	---	
5	Easement	Tier 15	2-61	2-62	850	---	Yes	Yes	914	---	---	---	---	Coil	---	---	---	
6	Easement	Tier 15	2-62	2-63	720	---	Yes	Yes	784	---	---	---	---	Coil	---	---	---	
7	Easement & Tower 4	Tier 15	2-63	2-64	660	---	Yes	Yes	715	---	---	---	---	Coil	---	---	---	
8	Easement & Tower 4	Term.	2-64	T2-H	60	---	Yes	Yes	91	---	---	---	---	---	On Tower	No	8	Details in project manual appendix
	SubTotals:				3780				4137									
PHASE 3																		
1	Abner Bell Rd & 590th St	EX	3-0E	---	---	---	Yes	Yes	---	---	---	3-Way	Live	24	---	---	---	
2	Abner Bell Rd & 590th St	Tier 15	3-0E	3-1	170	---	Yes	Yes	200	---	---	---	---	Coil	---	---	---	
3	590th St	Tier 15	3-1	3-2	1,280	---	Yes	Yes	1,364	---	---	---	---	Coil	---	---	---	
4	590th St	Tier 15	3-2	3-3	1,390	---	Yes	Yes	1,485	---	---	---	---	Coil	---	---	---	
5	590th St	Tier 15	3-3	3-4	1,380	---	Yes	Yes	1,473	---	---	---	---	Coil	---	---	---	
6	590th St & 100th Ave	Tier 15	3-4	3-5	1,230	---	Yes	Yes	1,310	---	---	---	---	Coil	---	---	---	
7	590th St & 100th Ave	Tier 15	3-5	3-6	230	---	Yes	Yes	267	---	---	---	---	Coil	---	---	---	Splice for Phase 3B
8	590th St	Tier 15	3-6	3-7	1,330	---	Yes	Yes	1,417	---	---	---	---	Coil	---	---	---	
9	590th St & Bargloff Lift Station	Tier 15	3-7	3-8	970	---	Yes	Yes	935	---	---	Midspan	No	4	---	---	---	
10	590th St & Bargloff Lift Station	Term.	3-8	T3-I	140	---	Yes	Yes	174	---	---	---	---	---	On Panel	No	4	Details in project manual appendix
11	590th St & US Hwy 71	Tier 15	3-8	3-9	570	---	Yes	Yes	621	---	---	---	---	Coil	---	---	---	
	SubTotals:				8590				9246									
PHASE 3B																		
1	590th St & 100th Ave	Tier 15		3-6	---	---	Yes	Yes	---	---	---	Midspan	No	8	---	---	---	
2	590th St & 100th Ave	Tier 15	3-6	3-10	1,340	---	Yes	Yes	1,428	---	---	---	---	Coil	---	---	---	
3	100th Ave	Tier 15	3-10	3-11	1,180	---	Yes	Yes	1,266	---	---	---	---	Coil	---	---	---	
4	100th Ave & Field of Dreams Lift Station	Tier 15	3-11	3-12	680	---	Yes	Yes	736	---	---	Midspan	No	4	---	---	---	
5	100th Ave & Field of Dreams Lift Station	Term.	3-12	T3-J	100	---	Yes	Yes	130	---	---	---	---	---	On Building	No	4	Details in project manual appendix
6	100th Ave & 10th St	Tier 15	3-12	3-13	1,010	---	Yes	Yes	1,088	---	---	---	---	Coil	---	---	---	
7	100th Ave & IPS Lift Station	Term.	3-13	T3-K	20	---	Yes	Yes	47	---	---	---	---	---	On Tower/Pole	No	4	Details in project manual appendix
	SubTotals:				4330				4695									
PHASE 4																		
1	590th St & US Hwy 71	Tier 15	3-9	4-1	---	1,560	Yes	Yes	839	---	---	---	---	Coil	---	---	---	
2	US Hwy 71/Lake St	Tier 15	4-1	4-2	---	1,460	Yes	Yes	787	---	---	---	---	Coil	---	---	---	
3	US Hwy 71/Lake St & 13th St	Tier 15	4-2	4-3	---	1,480	Yes	Yes	803	---	---	---	---	Coil	---	---	---	
4	13th St & Erie St	Tier 15	4-3	4-4	---	1,160	Yes	Yes	632	---	---	---	---	Coil	---	---	---	
5	13th St & Seneca St	Tier 15	4-4	4-5	---	1,140	Yes	Yes	627	---	---	---	---	Coil	---	---	---	
6	Seneca St	Tier 15	4-5	4-6	---	1,900	Yes	Yes	1,018	---	---	---	---	Coil	---	---	---	
7	Seneca St & 10th St	Tier 15	4-6	4-7	---	1,940	Yes	Yes	1,043	---	---	---	---	Coil	---	---	---	
8	Seneca St & Police Dept	Tier 15	4-7	4-8E	---	2,180	Yes	Yes	1,164	---	---	---	---	Coil	---	---	---	
9	Seneca St & Police Dept	Term.	4-8E	T4-L	---	---	Yes	Yes	218	---	---	---	---	---	In Building	Rack	24	Details in project manual appendix
	SubTotals:					12,820			7,131									
PHASE 5A																		
1	@ Water Treatment Plant	Tier 15	T	5A-1	20	---	Yes	Yes	47	---	---	Exist. Terminal	No	4	---	---	---	
2	Well 18/8 Access Road	Tier 15	5A-1	5A-2	1,250	---	Yes	Yes	1,336	---	---	---	---	Coil	---	---	---	
3	Well 18/8 Access Road	Tier 15	5A-2	5A-3	1,110	---	Yes	Yes	1,190	---	---	Midspan	No	2	---	---	---	
4	Well 18/8 Access Road	Tier 15	5A-3	T5-M	40	---	Yes	Yes	84	---	---	---	---	---	On Post	No	2	Details in project manual appendix
5	Well 18/8 Access Road	Tier 15	5A-3	5A-4	550	---	Yes	Yes	603	---	---	---	---	Coil	---	---	---	
#REF!	Well 8	Term.	5A-4	T5-N	70	---	Yes	Yes	117	---	---	---	---	---	On Post	No	2	Details in project manual appendix
	SubTotals:				3040				3377									
PHASE 5B																		
1	@ Building on West 7th	Term.		T5-O	---	---	Yes	Yes	---	---	---	Building	No	4	---	---	---	Details in project manual appendix
2	@ Building on West 7th	H-20	T5-O	5B-1	60	---	Yes	Yes	111	---	---	---	---	Coil	---	---	---	Handhole 5B-1 to be AASHTO H-20 rated
3	7th St & Ontario St	Tier 15	5B-1	5B-2	330	---	Yes	Yes	370	---	---	---	---	Coil	---	---	---	
4	Ontario St & 5th St	EX	5B-2	5B-3E	970	---	Yes	Yes	1,037	---	---	---	---	Coil	---	---	---	
5	Ontario St & Tower	EX	5B-3E	5B-4E	---	---	Yes	Yes	322	---	---	---	---	---	---	---	---	
6	Ontario St & Tower	Ped.	5B-4E	5B-5E	---	---	Yes	Yes	31	---	---	---	---	---	Pedestal	Rack	---	Details in project manual appendix
	SubTotals:				1360				1871									
PHASE 5C																		
1	Lake Ave & Lakeshore Dr	Tier 15		1-1	---	---	Yes	Yes	---	---	---	Midspan	No	4	---	---	---	
2	Lakeshore Dr & Geneseo St	Tier 15	1-1	5C-1	750	---	Yes	Yes	812	---	---	---	---	Coil	---	---	---	
3	Lakeshore Dr & Ostego St	Tier 15	5C-1	5C-2	740	---	Yes	Yes	796	---	---	---	---	Coil	---	---	---	
4	Lakeshore Dr & Sunset Park	Tier 15	5C-2	5C-3	220	---	Yes	Yes	260	---	---	---	---	Coil	---	---	---	
5	Sunset Park	Term.	5C-3	T5-P	20	---	Yes	Yes	47	---	---	---	---	---	On Building	No	4	Details in project manual appendix
	SubTotals:				1730				1915									
PHASE 5D																		
1	Lakeshore Dr & Chautauqua Park	Tier 15		1-3	---	---	Yes	Yes	---	---	---	Midspan	No	4	---	---	---	
2	Lakeshore Dr & Chautauqua Park	Tier 15	1-3	5D-1	100	---	Yes	Yes	130	---	---	---	---	Coil	---	---	---	
3	Chautauqua Park Shelter House	Term.	5D-1	T5-Q	20	---	Yes	Yes	47	---	---	---	---	---	On Building	No	2	Details in project manual appendix
4	Chautauqua Park	Tier 15	5D-1	5D-2	310	---	Yes	Yes	350	---	---	---	---	Coil	---	---	---	
5	Chautauqua Park Maintenance Building	Term.	5D-2	T5-R	40	---	Yes	Yes	64	---	---	---	---	---	On Building	No	2	Details in project manual appendix
	SubTotals:				470				591									



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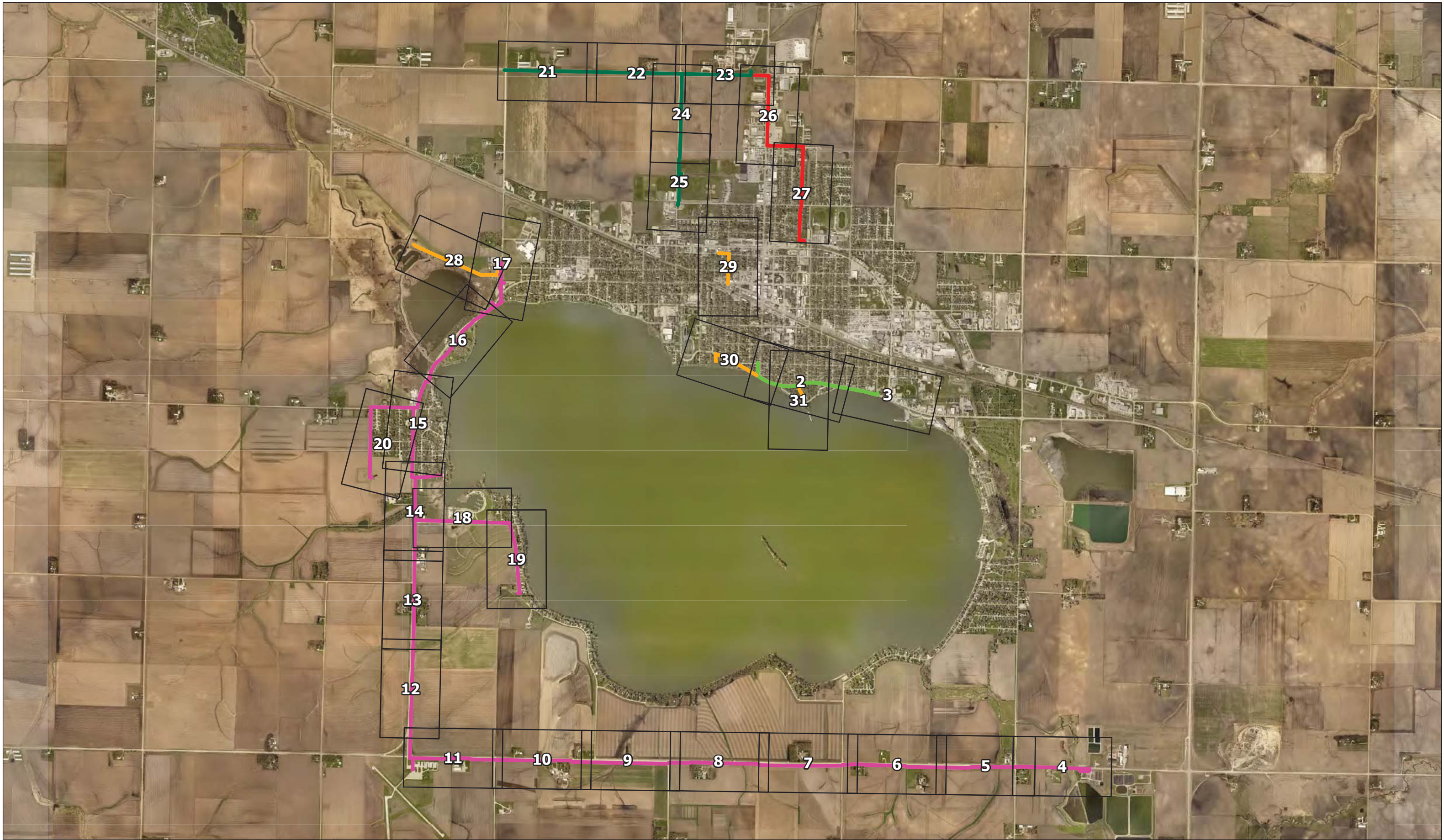
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CITY OF STORM LAKE, IA
FIBER OPTIC IMPROVEMENTS - 2021
MATERIALS & EQUIPMENT TABLE

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US Feet

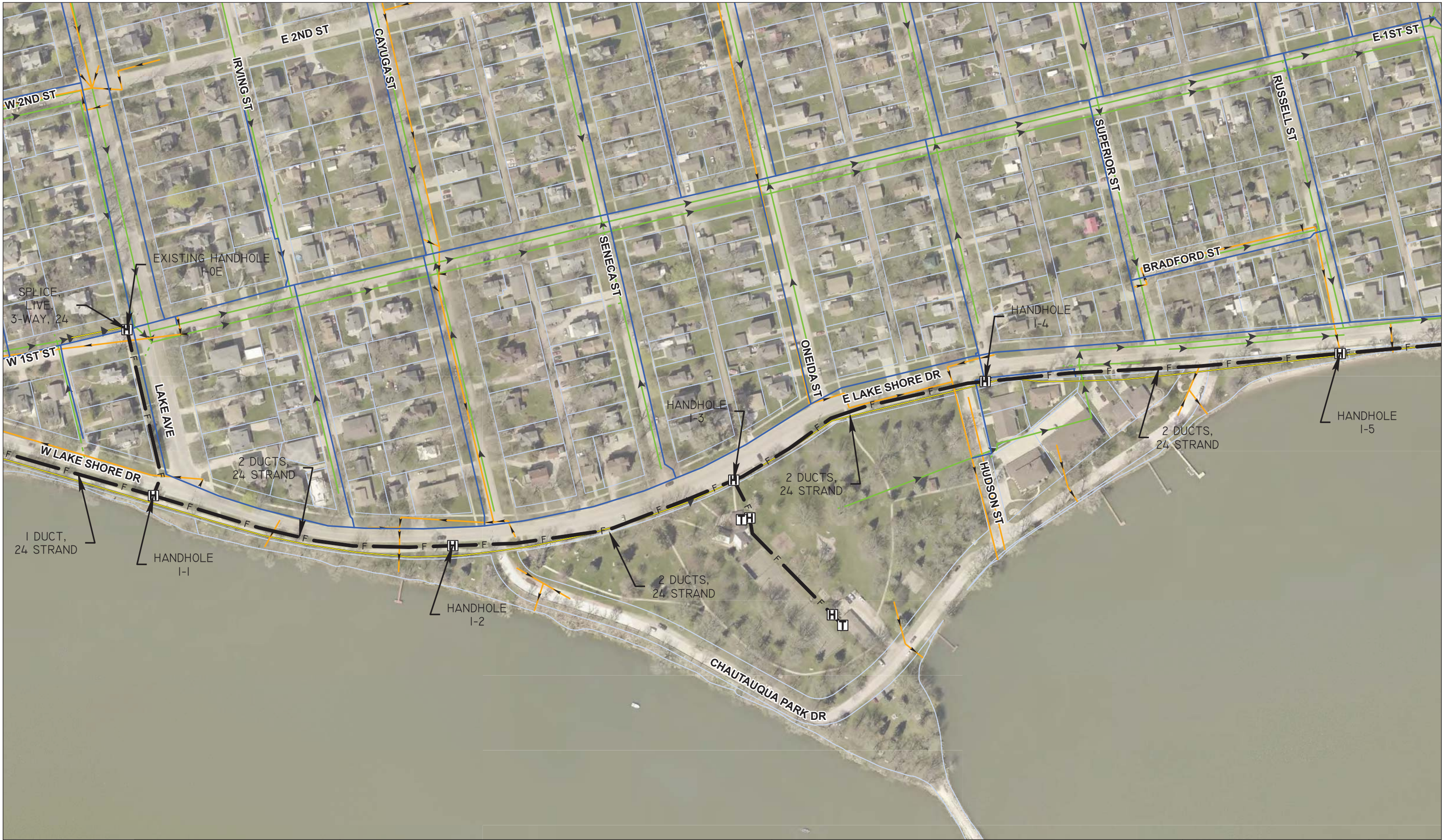
- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5

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Storm Lake, Iowa Fiber Optic Improvements - 2021 Overview



Sheet
D.01



0 100 200
US Feet

Parcel	Water Main	Abandoned Gravity Main
Proposed Fiber	Force Main	Sanitary Service Pipe
Existing Fiber	Gravity Main	Storm Pipe
Water Well	Abandoned Force Main	Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 1

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0 100 200
US Feet

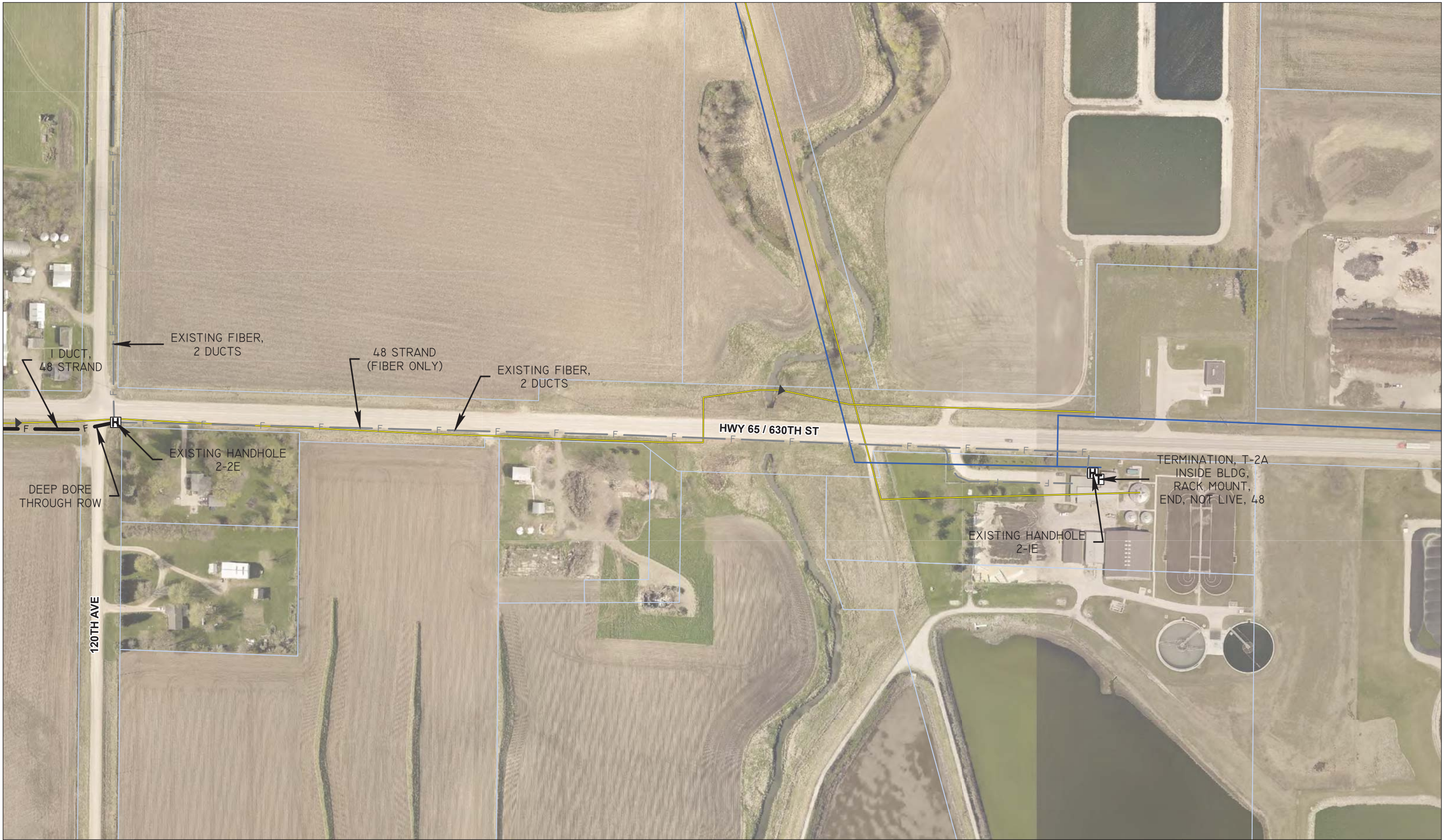
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|----------------|----------------------|------------------------|
| Parcel | Water Main | Abandoned Gravity Main |
| Proposed Fiber | Force Main | Sanitary Service Pipe |
| Existing Fiber | Gravity Main | Storm Pipe |
| Water Well | Abandoned Force Main | Storm Lateral Pipe |

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 1

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 Storm Lake Jump Right In!	 N  0 100 200 US Feet	 Parcel	 Water Main	 Abandoned Gravity Main
		 Proposed Fiber	 Force Main	 Sanitary Service Pipe
		 Existing Fiber	 Gravity Main	 Storm Pipe
		 Water Well	 Abandoned Force Main	 Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 2

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Sheet
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0 100 200
US Feet

Parcel

Proposed Fiber

Existing Fiber

Water Well

Water Main

Force Main

Gravity Main

Abandoned Force Main

Abandoned Gravity Main

Sanitary Service Pipe

Storm Pipe

Storm Lateral Pipe

Storm Lake, Iowa Fiber Optic Improvements - 2021 Phase 2

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0 100 200
US Feet

 Parcel	 Water Main	 Abandoned Gravity Main
 Proposed Fiber	 Force Main	 Sanitary Service Pipe
 Existing Fiber	 Gravity Main	 Storm Pipe
 Water Well	 Abandoned Force Main	 Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 2

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0 100 200
US Feet



Parcel



Proposed Fiber



Existing Fiber



Water Well



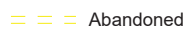
Water Main



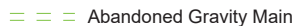
Force Main



Gravity Main



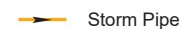
Abandoned Force Main



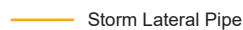
Abandoned Gravity Main



Sanitary Service Pipe



Storm Pipe



Storm Lateral Pipe

Storm Lake, Iowa Fiber Optic Improvements - 2021 Phase 2

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0 100 200
US Feet

Parcel

Proposed Fiber

Existing Fiber

Water Well

Water Main

Force Main

Gravity Main

Abandoned Force Main

Abandoned Gravity Main

Sanitary Service Pipe

Storm Pipe

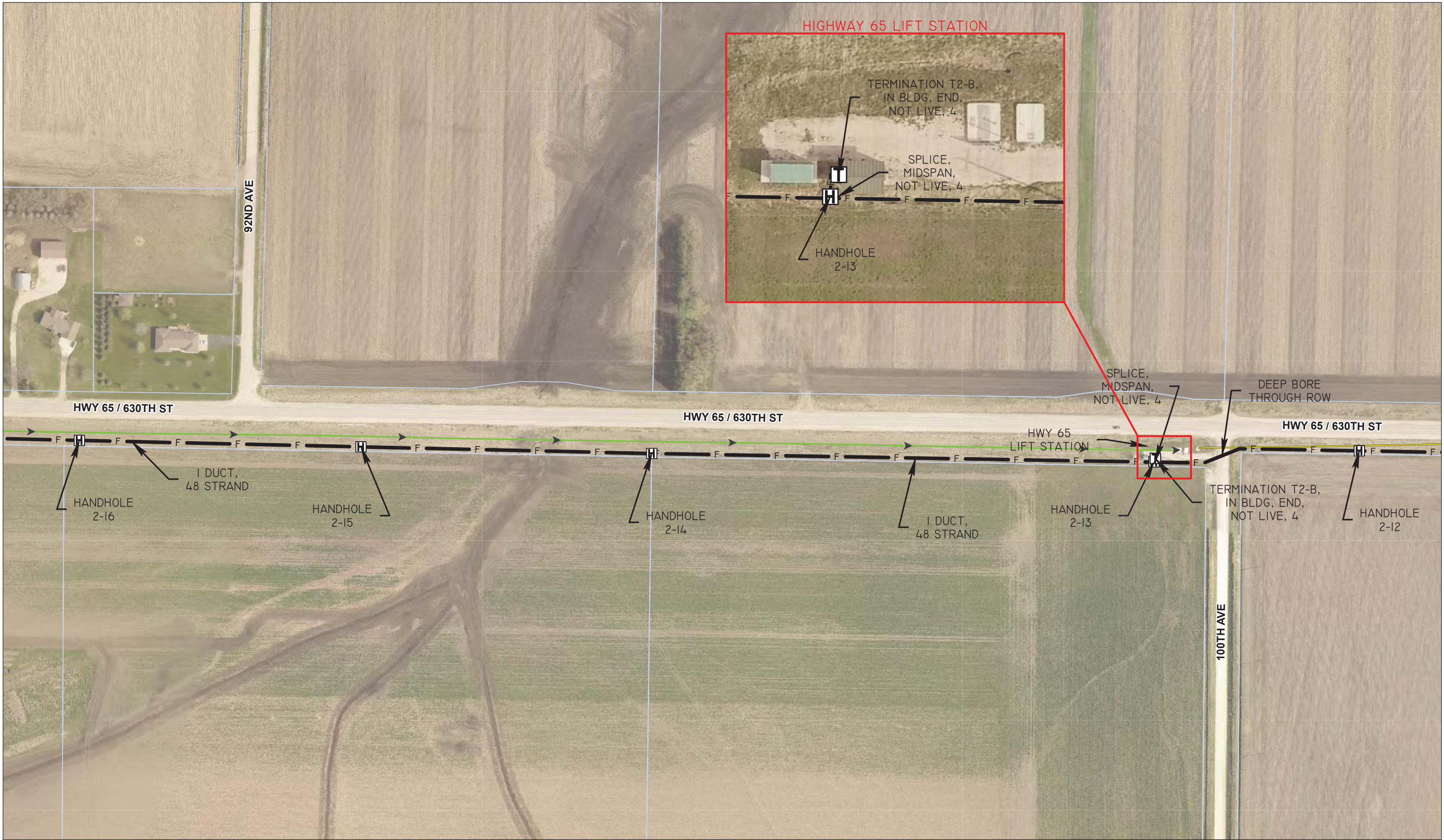
Storm Lateral Pipe

Storm Lake, Iowa Fiber Optic Improvements - 2021 Phase 2

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0 100 200
US Feet

Parcel

Proposed Fiber

Existing Fiber

Water Well

Water Main

Force Main

Gravity Main

Abandoned Force Main

Abandoned Gravity Main

Sanitary Service Pipe

Storm Pipe

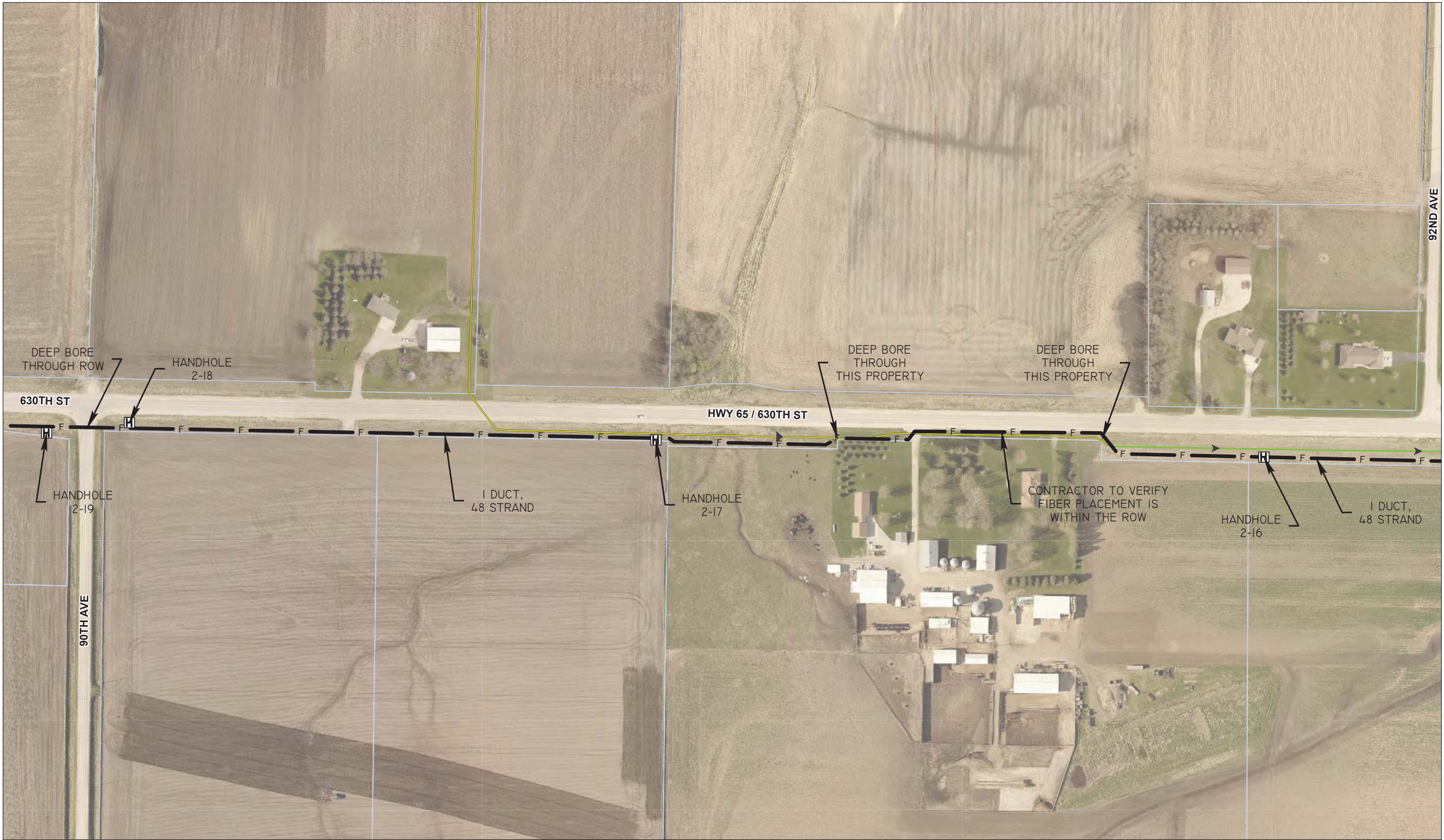
Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 2

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0 100 200
US Feet

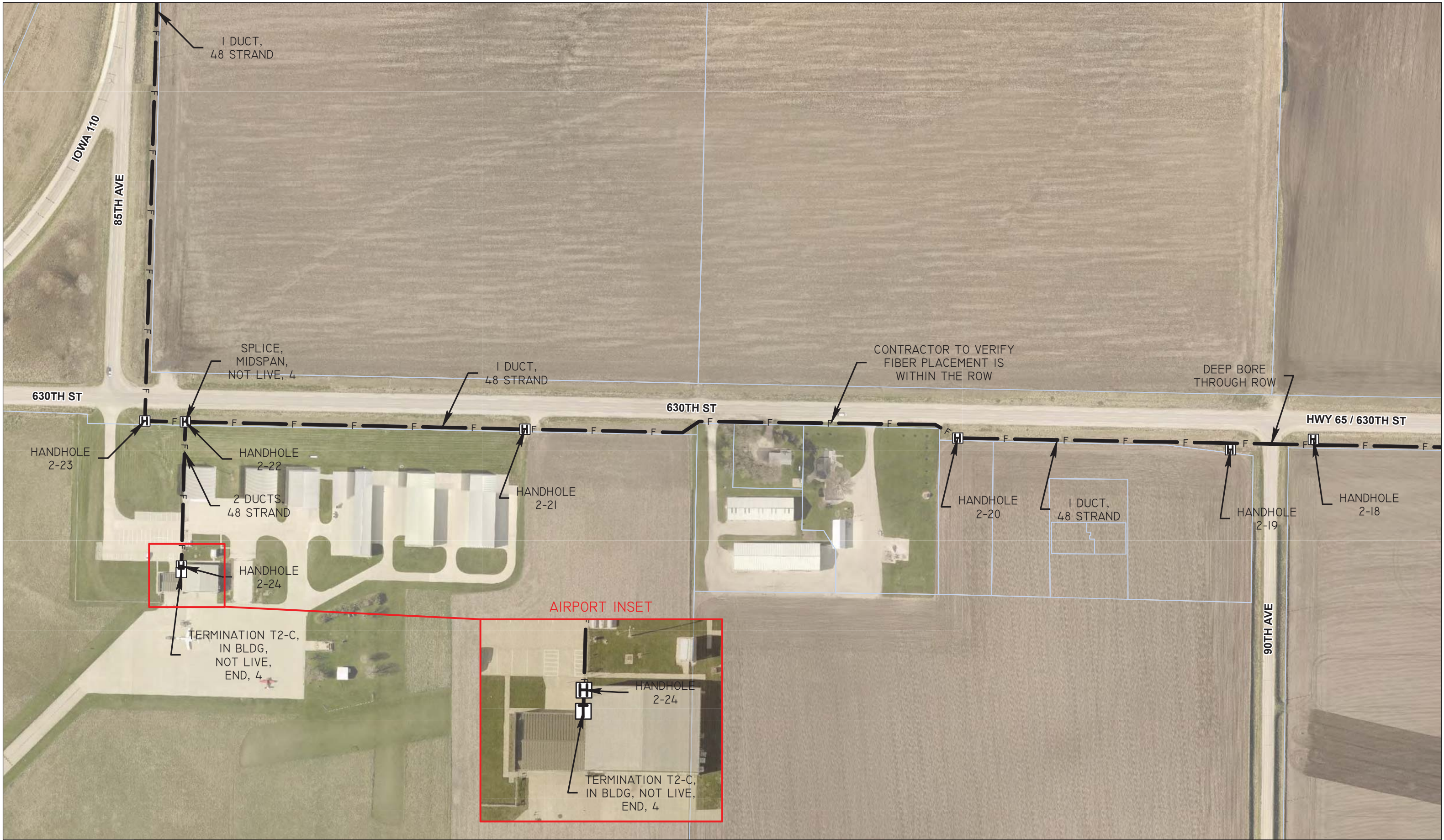
Parcel	Water Main	Abandoned Gravity Main
Proposed Fiber	Force Main	Sanitary Service Pipe
Existing Fiber	Gravity Main	Storm Pipe
Water Well	Abandoned Force Main	Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 2

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	 0 100 200 US Feet	Parcel	Water Main	Abandoned Gravity Main
		Proposed Fiber	Force Main	Sanitary Service Pipe
		Existing Fiber	Gravity Main	Storm Pipe
		Water Well	Abandoned Force Main	Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 2

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 Parcel	 Water Main	 Abandoned Gravity Main
 Proposed Fiber	 Force Main	 Sanitary Service Pipe
 Existing Fiber	 Gravity Main	 Storm Pipe
 Water Well	 Abandoned Force Main	 Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 2

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		Parcel	Water Main	Abandoned Gravity Main
		Proposed Fiber	Force Main	Sanitary Service Pipe
		Existing Fiber	Gravity Main	Storm Pipe
		Water Well	Abandoned Force Main	Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 2

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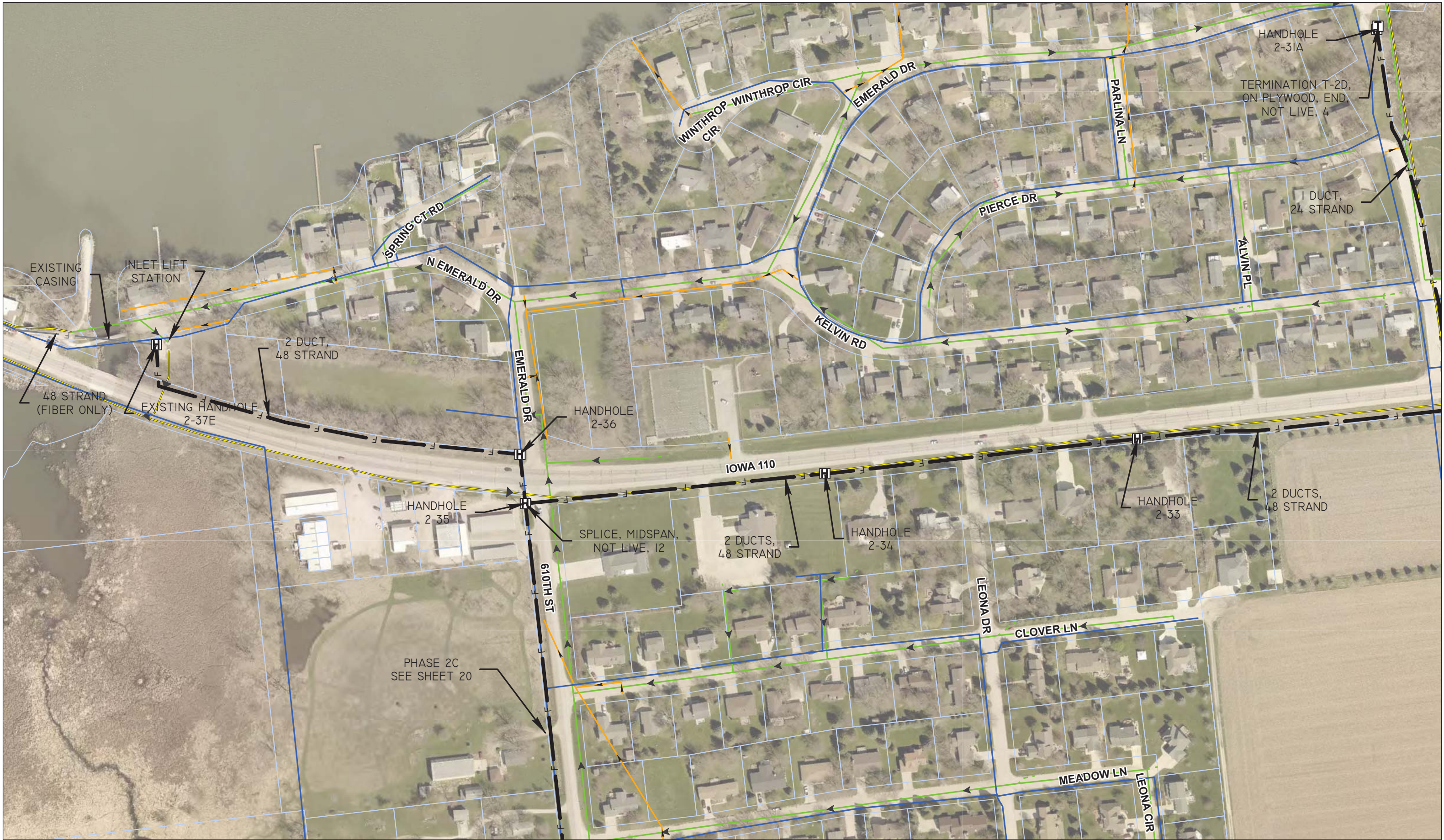
Parcel	Water Main	Abandoned Gravity Main
Proposed Fiber	Force Main	Sanitary Service Pipe
Existing Fiber	Gravity Main	Storm Pipe
Water Well	Abandoned Force Main	Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 2

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D.14



0 100 200
US Feet

Parcel	Water Main	Abandoned Gravity Main
Proposed Fiber	Force Main	Sanitary Service Pipe
Existing Fiber	Gravity Main	Storm Pipe
Water Well	Abandoned Force Main	Storm Lateral Pipe

Storm Lake, Iowa Fiber Optic Improvements - 2021 Phase 2

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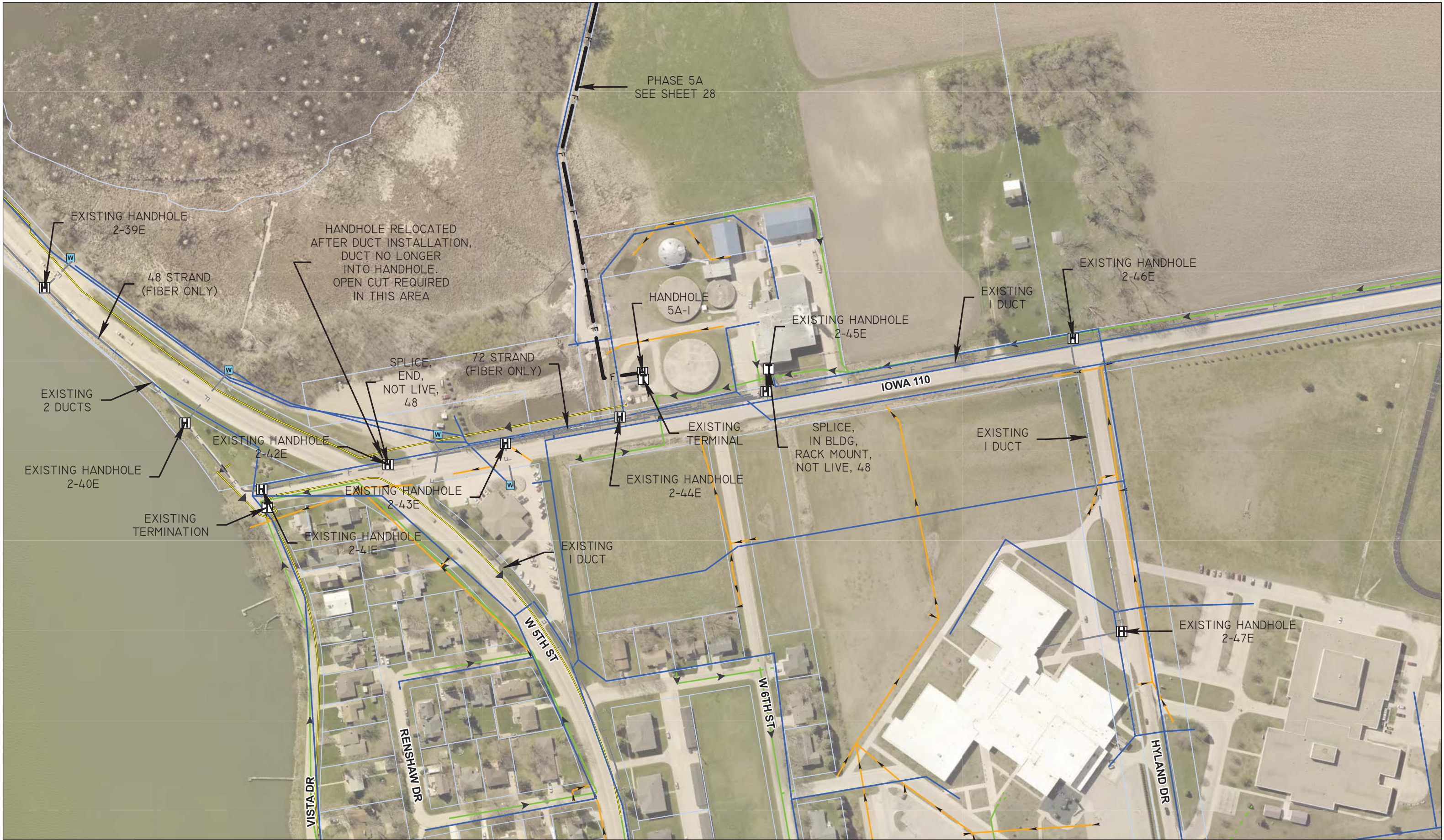
Parcel	Water Main	Abandoned Gravity Main
Proposed Fiber	Force Main	Sanitary Service Pipe
Existing Fiber	Gravity Main	Storm Pipe
Water Well	Abandoned Force Main	Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 2

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Parcel	Water Main	Abandoned Gravity Main
Proposed Fiber	Force Main	Sanitary Service Pipe
Existing Fiber	Gravity Main	Storm Pipe
Water Well	Abandoned Force Main	Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 2

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D.17



0 100 200
US Feet

Parcel	Water Main	Abandoned Gravity Main
Proposed Fiber	Force Main	Sanitary Service Pipe
Existing Fiber	Gravity Main	Storm Pipe
Water Well	Abandoned Force Main	Storm Lateral Pipe

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Storm Lake, Iowa Fiber Optic Improvements - 2021 Phase 2B



Sheet
D.18



0 100 200
US Feet

- | | | |
|----------------|----------------------|------------------------|
| Parcel | Water Main | Abandoned Gravity Main |
| Proposed Fiber | Force Main | Sanitary Service Pipe |
| Existing Fiber | Gravity Main | Storm Pipe |
| Water Well | Abandoned Force Main | Storm Lateral Pipe |

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 2

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Parcel	Water Main	Abandoned Gravity Main
Proposed Fiber	Force Main	Sanitary Service Pipe
Existing Fiber	Gravity Main	Storm Pipe
Water Well	Abandoned Force Main	Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 2C

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	 0 100 200 US Feet	 Parcel	 Water Main	 Abandoned Gravity Main
		 Proposed Fiber	 Force Main	 Sanitary Service Pipe
		 Existing Fiber	 Gravity Main	 Storm Pipe
		 Water Well	 Abandoned Force Main	 Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 3

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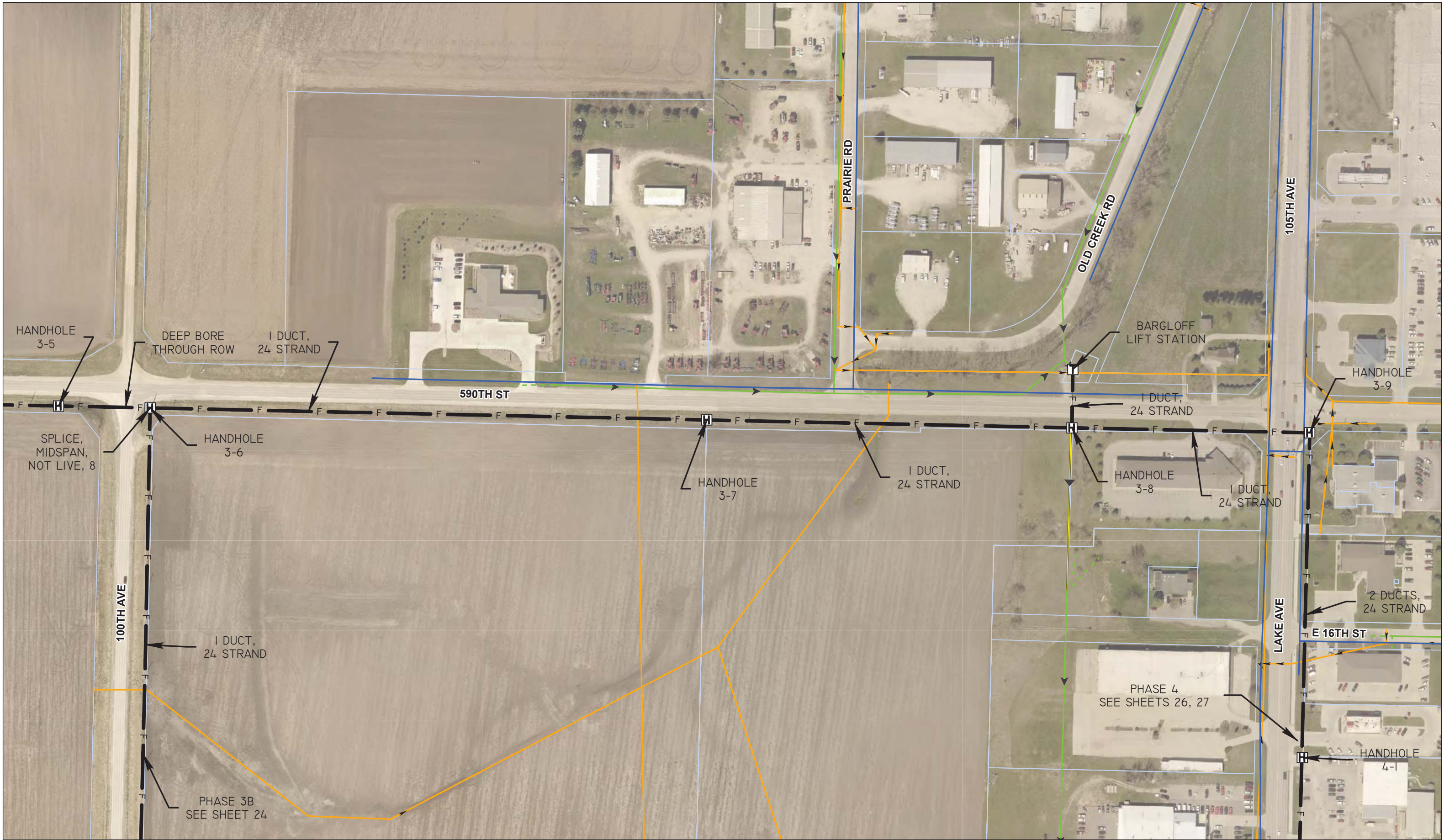


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	N 0 100 200 US Feet	<table border="0"><tr><td> Parcel</td><td> Water Main</td><td> Abandoned Gravity Main</td></tr><tr><td> Proposed Fiber</td><td> Force Main</td><td> Sanitary Service Pipe</td></tr><tr><td> Existing Fiber</td><td> Gravity Main</td><td> Storm Pipe</td></tr><tr><td> Water Well</td><td> Abandoned Force Main</td><td> Storm Lateral Pipe</td></tr></table>	Parcel	Water Main	Abandoned Gravity Main	Proposed Fiber	Force Main	Sanitary Service Pipe	Existing Fiber	Gravity Main	Storm Pipe	Water Well	Abandoned Force Main	Storm Lateral Pipe	Storm Lake, Iowa Fiber Optic Improvements - 2021 Phase 3 Bolton & Menk, Inc. 2021, All Rights Reserved \\arcserver1\GIS\SMK\0P1124529\ESRI\Proj124529_SMLK_Fiber\SMK_Fiber.aprx 9/14/2021 12:42 PM	BOLTON & MENK Real People. Real Solutions.	Sheet D.22
Parcel	Water Main	Abandoned Gravity Main															
Proposed Fiber	Force Main	Sanitary Service Pipe															
Existing Fiber	Gravity Main	Storm Pipe															
Water Well	Abandoned Force Main	Storm Lateral Pipe															



 Storm Lake Jump Right In!	 N  0 100 200 US Feet	 Parcel	 Water Main	 Abandoned Gravity Main
		 Proposed Fiber	 Force Main	 Sanitary Service Pipe
		 Existing Fiber	 Gravity Main	 Storm Pipe
		 Water Well	 Abandoned Force Main	 Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 3

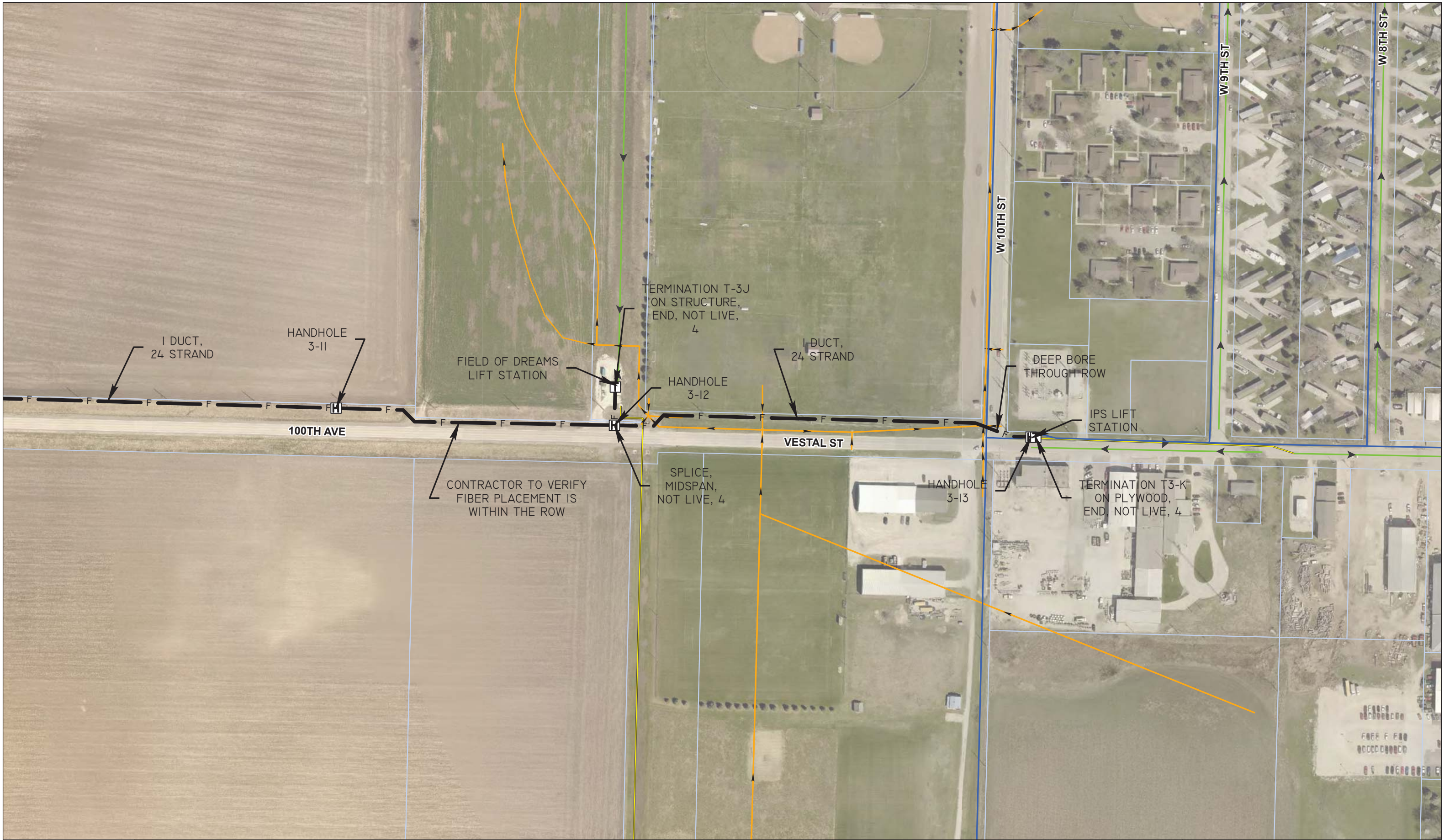
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		<table border="0"><tr><td> Parcel</td><td> Water Main</td><td> Abandoned Gravity Main</td></tr><tr><td> Proposed Fiber</td><td> Force Main</td><td> Sanitary Service Pipe</td></tr><tr><td> Existing Fiber</td><td> Gravity Main</td><td> Storm Pipe</td></tr><tr><td> Water Well</td><td> Abandoned Force Main</td><td> Storm Lateral Pipe</td></tr></table>	Parcel	Water Main	Abandoned Gravity Main	Proposed Fiber	Force Main	Sanitary Service Pipe	Existing Fiber	Gravity Main	Storm Pipe	Water Well	Abandoned Force Main	Storm Lateral Pipe	Storm Lake, Iowa Fiber Optic Improvements - 2021 Phase 3B Bolton & Menk, Inc. 2021, All Rights Reserved \\arcserver1\GIS\SMK\0P1124529\ESRI\Proj124529_SMLK_Fiber\SMK_Fiber.aprx 9/14/2021 12:42 PM		Sheet D.24
Parcel	Water Main	Abandoned Gravity Main															
Proposed Fiber	Force Main	Sanitary Service Pipe															
Existing Fiber	Gravity Main	Storm Pipe															
Water Well	Abandoned Force Main	Storm Lateral Pipe															



Parcel	Water Main	Abandoned Gravity Main
Proposed Fiber	Force Main	Sanitary Service Pipe
Existing Fiber	Gravity Main	Storm Pipe
Water Well	Abandoned Force Main	Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 3B

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Sheet
D.25



0 100 200
US Feet

Parcel

Proposed Fiber

Existing Fiber

Water Well

Water Main

Force Main

Gravity Main

Abandoned Force Main

Abandoned Gravity Main

Sanitary Service Pipe

Storm Pipe

Storm Lateral Pipe

Storm Lake, Iowa Fiber Optic Improvements - 2021 Phase 4

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0 100 200
US Feet

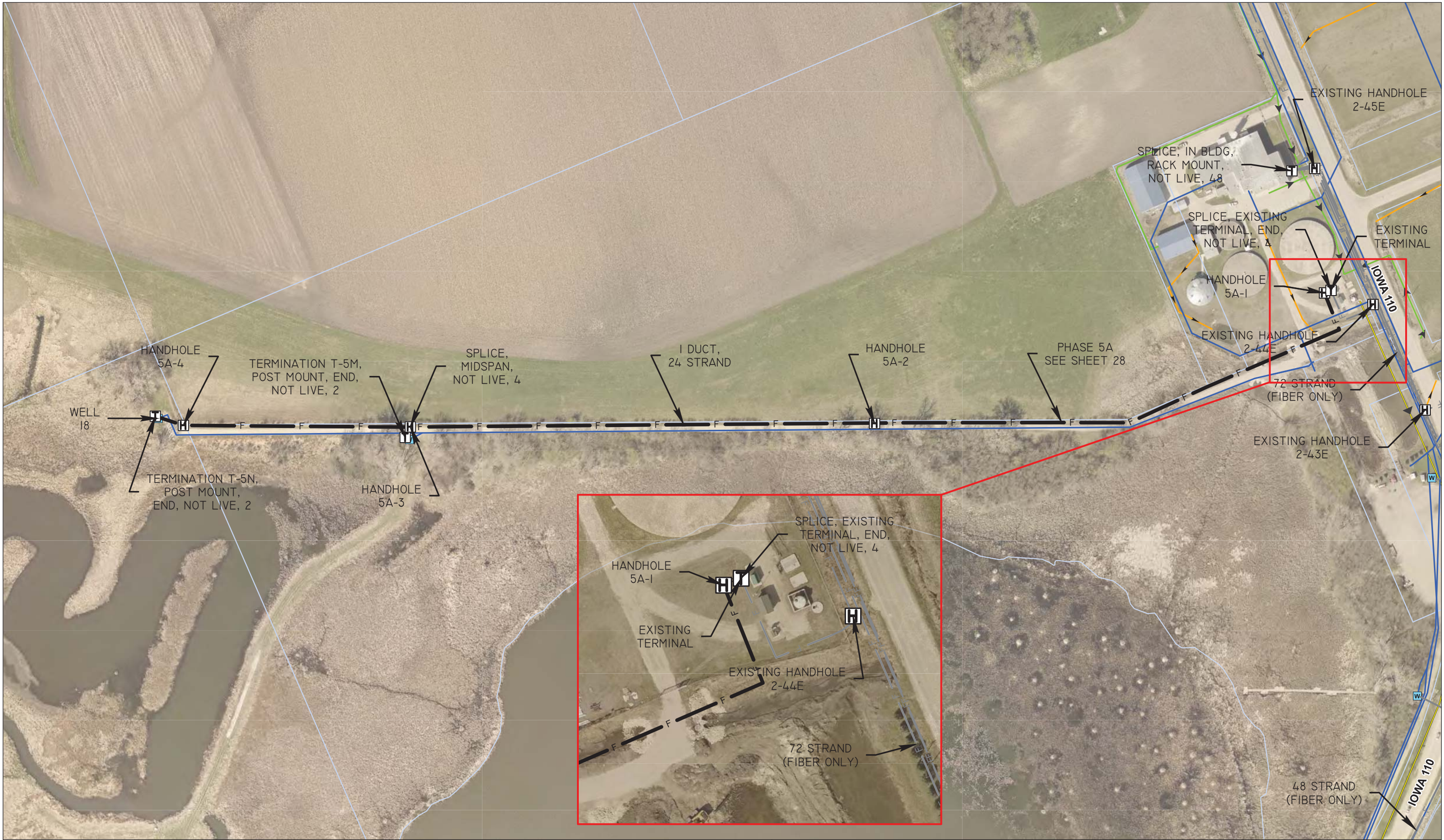
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|----------------|----------------------|------------------------|
| Parcel | Water Main | Abandoned Gravity Main |
| Proposed Fiber | Force Main | Sanitary Service Pipe |
| Existing Fiber | Gravity Main | Storm Pipe |
| Water Well | Abandoned Force Main | Storm Lateral Pipe |

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Storm Lake, Iowa Fiber Optic Improvements - 2021 Phase 4



Sheet
D.27



	 0 100 200 US Feet	 Parcel	 Water Main	 Abandoned Gravity Main
		 Proposed Fiber	 Force Main	 Sanitary Service Pipe
		 Existing Fiber	 Gravity Main	 Storm Pipe
		 Water Well	 Abandoned Force Main	 Storm Lateral Pipe

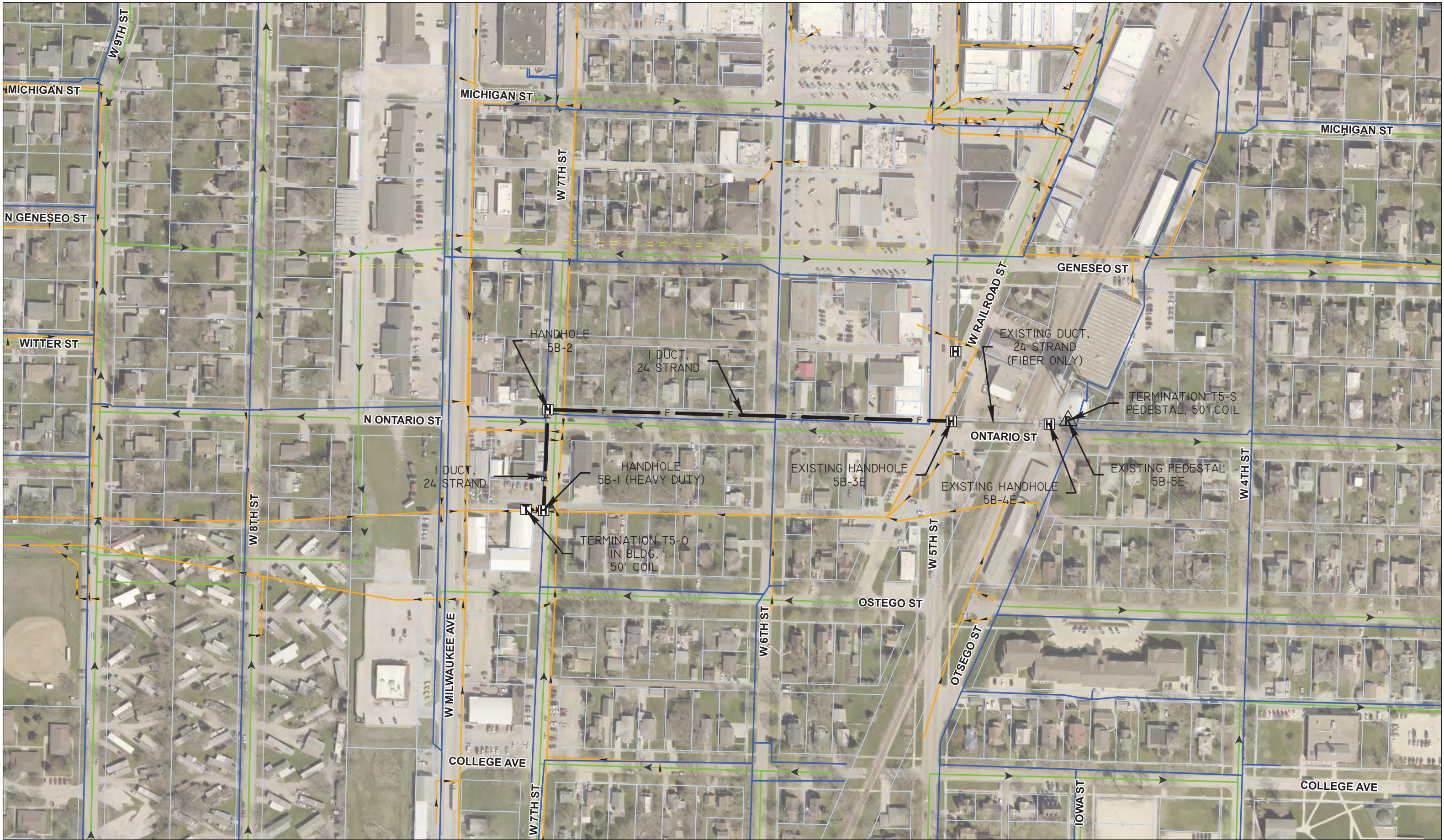
Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 5A

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D.28





Storm Lake
Jump Right In!

0 100 200
US Feet

Parcel	Water Main	Abandoned Gravity Main
Proposed Fiber	Force Main	Sanitary Service Pipe
Existing Fiber	Gravity Main	Storm Pipe
Water Well	Abandoned Force Main	Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 5B

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US Feet

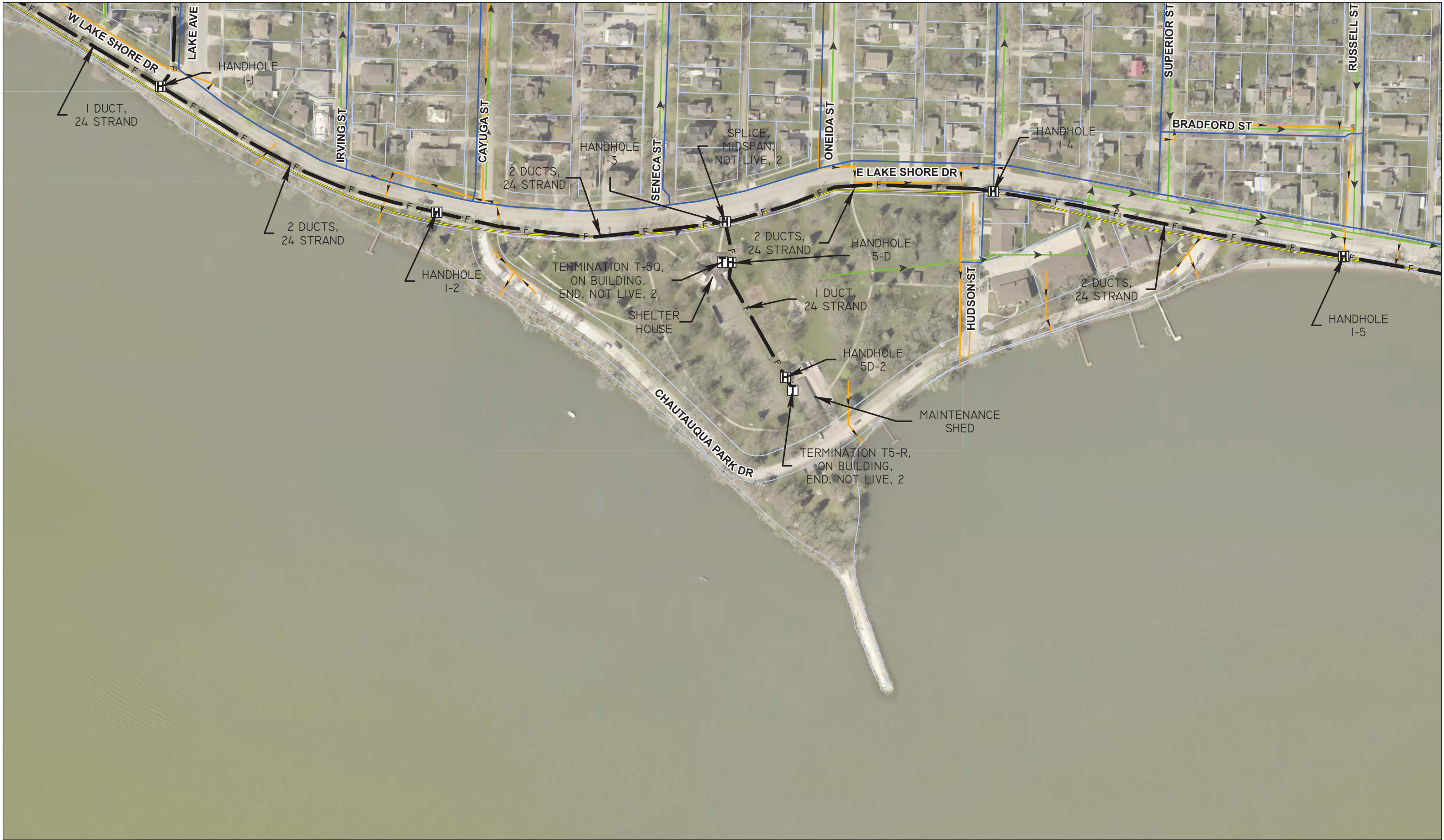
Parcel	Water Main	Abandoned Gravity Main
Proposed Fiber	Force Main	Sanitary Service Pipe
Existing Fiber	Gravity Main	Storm Pipe
Water Well	Abandoned Force Main	Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 5C

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	 0 100 200 US Feet	Parcel	Water Main	Abandoned Gravity Main
		Proposed Fiber	Force Main	Sanitary Service Pipe
		Existing Fiber	Gravity Main	Storm Pipe
		Water Well	Abandoned Force Main	Storm Lateral Pipe

Storm Lake, Iowa
Fiber Optic Improvements - 2021
Phase 5D

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Sheet
D.31

PROJECT MANUAL

FIBER OPTIC IMPROVEMENTS - 2021

CITY OF STORM LAKE, IOWA

BMI PROJECT NO. 0P1.124529



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SECTION 00005 – CERTIFICATION

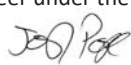
PROJECT MANUAL

FOR

FIBER OPTIC IMPROVEMENTS - 2021

CITY OF STORM LAKE, IOWA

BMI PROJECT NO. 0P1.124529

	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.  _____ Joshua A. Pope License No. 26300 My renewal date is 12/31/2021 Date: <u>9-14-2021</u> Pages or sheets covered by this seal: <u>All</u>
---	---

SECTION 00010 - TABLE OF CONTENTS

Fiber Optic Improvements - 2021 City of Storm Lake, Iowa

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
00110 - NOTICE OF PUBLIC HEARING
00200 - INSTRUCTIONS TO BIDDERS
00410 - PROPOSAL
00420 - BID BOND
00500 - CONTRACT
00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND
00800 - SPECIAL PROVISIONS
00900 - NOTICE OF AWARD
00910 - NOTICE TO PROCEED
00920 - LETTER OF TRANSMITTAL

DRAWINGS (UNDER SEPARATE COVER):

Thirty-six (36) sheets numbered A.01 through D.31, inclusive, dated September 14, 2021, and with each sheet bearing the following general title:

Fiber Optic Improvements - 2021
City of Storm Lake, Iowa

APPENDICES

Building Entrance and Fiber Box Callouts

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2021 EDITION
unless modified herein.**

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

NOTICE TO BIDDERS

Fiber Optic Improvements - 2021
City of Storm Lake, Iowa

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair or improvement as stated below must be filed before 2:00 P.M. on Monday, October 11, 2021, in the office of the City Clerk, 620 Erie Street, Storm Lake, Iowa 50588.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 2:00 P.M. on Monday, October 11, 2021, in the office of the City Clerk, 620 Erie Street, Storm Lake, Iowa 50588 with the results being reported to the City of Storm Lake, Iowa at its meeting at 5:00 P.M. on October 18, 2021 at which time the City Council may take action on the proposals submitted or at such time as may then be fixed. The City of Storm Lake, Iowa, City Council, reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, for base bid and any combination of alternates, regardless of order or amount, as it shall deem to be in the best interest of the City of Storm Lake.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. Work under the Contract is to be substantially completed on or before the following dates: Phase 1 – Completion – May 27, 2022; Phase 2 – Completion – September 2, 2022, and all other added alternates Completion – December 2, 2022; with each portion being ready for Final Completion within 30 days of said substantial completion date. Liquidated damages as set forth in Section 00500 – Contract.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon. The bidder's security shall be in an amount equal to five percent (5%) of the total amount of the bid, base bid plus alternates. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance, payment and maintenance bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$0 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable 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, Iowa 51301, phone: (712) 580-5075. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering Quest Project No. 8034427 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. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Storm Lake, Iowa 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: This project consists of the installation of conduit and fiber optic cabling around the area near Storm Lake with the purpose of connecting key elements of the City's infrastructure to an existing fiber optic system. This will include the materials, equipment and labor to splice and terminate the fiber optic cables as needed for the system requirements at the locations indicated. There will also be hard surface and vegetative surface material restoration as needed for the conduit and fiber installs.

The Notice is given by order of the City Council of the City of Storm Lake, Iowa

Mayra Martinez, City Clerk

NOTICE OF PUBLIC HEARING
FIBER OPTIC IMPROVEMENTS - 2021
CITY OF STORM LAKE, IOWA

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, Iowa 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 October 18, 2021, at City Hall, 620 Erie Street, Storm Lake, Iowa 50588.

Project Description: This project consists of the installation of conduit and fiber optic cabling around the area near Storm Lake with the purpose of connecting key elements of the City's infrastructure to an existing fiber optic system. This will include the materials, equipment and labor to splice and terminate the fiber optic cables as needed for the system requirements at the locations indicated. There will also be hard surface and vegetative surface material restoration as needed for the conduit and fiber installs.

The Notice is given by order of the City Council of the City of Storm Lake, Iowa

Mayra Martinez, City Clerk

INSTRUCTIONS TO BIDDERS

Fiber Optic Improvements - 2021
City of Storm Lake, Iowa

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2021 Edition and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting a 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 a submitted bid not to be read.

ARTICLE 1 - BID SECURITY

- 1.01 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).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of a cashier's check or certified check drawn on a state chartered or federally chartered bank; or a certified share draft drawn on a state chartered or federally chartered credit union; or a bidder's bond with corporate surety satisfactory to the City of Storm Lake, Iowa, hereinafter called the "Jurisdiction".
- 1.04 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; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.

ARTICLE 2 - SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- 2.01 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. The bid security shall be sealed in a separate envelope identified as the "Bid Security" and attached to the outside of the bid proposal envelope. The Proposal and Bid security shall be 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. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- 2.02 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.
 - A. 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; and
 - Part G – Identity of Bidder.

- 2.03 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.
- 2.04 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.
- 2.05 Division 1 - General Provisions and Covenants of the 2021 SUDAS Standard Specifications is modified as follows:
- A. Section 1020.1.09B, Unit Price Attachment.
- A computer-generated unit price attachment may be submitted by the Bidder as specified by this Section.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

- 3.01 The work is located in the City of Storm Lake, Iowa.

Work on the improvement shall not commence until after approval of the contract by the City Council and as stated in the Notice to Proceed. This will include the Base Bid and any combination of alternates, regardless of order or amount. Work under the Contract is to be substantially completed on or before the following dates: Phase 1 – Completion – May 27, 2022; Phase 2 – Completion – September 2, 2022 and all other added alternates Completion – December 2, 2022; with each portion being ready for Final Completion within 30 days of said substantial completion date. Liquidated Damages of One Thousand Dollars (\$1,000.00) per day will be assessed as detailed in Section 00500 - Contract.

- 3.02 Community Events.

Successful bidder will be required to coordinate with the owner and accommodate the owner's requirements for the following list of events:

None

- 3.03 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, Iowa and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless City of Storm Lake, Iowa 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 4-years from and after acceptance of the work.
- 3.04 The City of Storm Lake, Iowa, 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 with 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.

ARTICLE 4 - PREFERENCE OF PRODUCTS AND LABOR

- 4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is 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. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

ARTICLE 5 - TAXES

- 5.01 The City will issue a sales tax exemption certificate and authorization letters to the Contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 5.02 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.
- 5.03 Income Tax:
- A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - B. If successful bidder is a non-Iowa partnership, individual or association, Bidder 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

Fiber Optic Improvements - 2021
City of Storm Lake, Iowa

PROPOSAL: PART A – SCOPE

The City of Storm Lake, Iowa, 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 improvements on the Fiber Optic Improvements - 2021 project.

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 Price and Amount for the Base Bid (Phases 1 & 2), the Unit Price and Amount for any Alternates, plus the Total Base Bid cost and Total Alternate Bid cost on the Proposal Attachment: Part C – Bid Items and Quantities for the bid to be responsive. In case of discrepancy, the Unit 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 Base Bid (Phases 1 & 2) cost only shall be used for the comparison of bids. The jurisdiction shall only use the Total Base Bid cost plus all Total Alternates Bid cost for determining the sufficiency of the bid security.

SEE INCLUDED PROPOSAL ATTACHMENT

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, regardless of order or amount, 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 base bid (Phases 1 & 2) 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:

- a. 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, payment and maintenance bond; and
- b. 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
- c. Commence the work upon written Notice to Proceed; and
- d. Substantially complete the work on or before as detailed in Section 00500 – Contract; and
- e. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract 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
5. That the bid 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
6. That all statements in this proposal are true; and
7. 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.

Fiber Optic Improvements - 2021
City of Storm Lake, Iowa

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Price, the Amount, and the Total Base Bid Amount; in case of discrepancy, the Unit Bid Price governs. The Quantities shown on the Proposal Attachments: 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.

PHASE 1 – BASE BID					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.01	TRAFFIC CONTROL	LS	1.00	\$	\$
1.02	MOBILIZATION	LS	1.00	\$	\$
1.03	2 CONDUIT, 2 IN., HDPE, SDR 11	LF	8,860.00	\$	\$
1.04	SPLICE, EXISTING HANDHOLE, LIVE, 24 STRAND	EACH	2.00	\$	\$
1.05	PULL ROPE	LF	5,172.00	\$	\$
1.06	TRACER WIRE	LF	9,000.00	\$	\$
1.07	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,822.00	\$	\$
1.08	HAND HOLE, FURNISH AND INSTALL	EACH	6.00	\$	\$
1.09	SURFACE RESTORATION	LS	1.00	\$	\$
1.10	ADDITIONAL EQUIPMENT FOR SYSTEM UPGRADES	LS	1.00	\$	\$
				TOTAL PHASE 1:	\$

PHASE 2 – BASE BID					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
2.01	TRAFFIC CONTROL	LS	1.00	\$	\$
2.02	MOBILIZATION	LS	1.00	\$	\$
2.03	2 CONDUIT, 2 IN., HDPE, SDR 11	LF	9,620.00	\$	\$
2.04	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	28,400.00	\$	\$
2.05	SPLICE, HANDHOLE, END, NOT LIVE, 48 STRAND	EACH	1.00	\$	\$
2.06	SPLICE, RACK MOUNT, NOT LIVE, 72 STRAND	EACH	1.00	\$	\$
2.07	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	4.00	\$	\$
2.08	PULL ROPE	LF	46,229.00	\$	\$
2.09	TRACER WIRE	LF	35,550.00	\$	\$
2.10	FIBER TERMINATION, 48 POSITION, T2-A	EACH	1.00	\$	\$
2.11	FIBER TERMINATION, 4 POSITION, T2-B	EACH	1.00	\$	\$
2.12	FIBER TERMINATION, 4 POSITION, T2-C	EACH	1.00	\$	\$
2.13	FIBER TERMINATION, 4 POSITION, T2-D	EACH	1.00	\$	\$
2.14	FIBER OPTIC, 48 SM, INSTALL IN EXISTING CONDUIT	LF	7,090.00	\$	\$
2.15	FIBER OPTIC, 72 SM, INSTALL IN EXISTING CONDUIT	LF	875.00	\$	\$
2.16	FIBER OPTIC, 48 SM, INSTALL IN NEW CONDUIT	LF	29,115.00	\$	\$

PHASE 2 - Continued					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
2.17	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,494.00	\$	\$
2.18	HAND HOLE, FURNISH AND INSTALL	EACH	35.00	\$	\$
2.19	BUILDING ENTRANCE, WWTF, T2-A	LS	1.00	\$	\$
2.20	BUILDING ENTRANCE, LIFT STATION, T2-B	LS	1.00	\$	\$
2.21	BUILDING ENTRANCE, AIRPORT, T2-C	LS	1.00	\$	\$
2.22	BUILDING ENTRANCE, LIFT STATION, T2-D	LS	1.00	\$	\$
2.23	BUILDING ENTRANCE, WATER PLANT, T2-E	LS	1.00	\$	\$
2.24	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 2:	\$
TOTAL BASE BID:					\$

PHASE 2B – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
2.25	TRAFFIC CONTROL	LS	1.00		\$
2.26	MOBILIZATION	LS	1.00		\$
2.27	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	5,390.00		\$
2.28	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 8 STRAND	EACH	1.00		\$
2.29	PULL ROPE	LF	6,096.00		\$
2.30	TRACER WIRE	LF	5,760.00		\$
2.31	FIBER TERMINATION, 4 POSITION, T2-F	EACH	1.00		\$
2.32	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	5,796.00		\$
2.33	HAND HOLE, FURNISH AND INSTALL	EACH	5.00		\$
2.34	BUILDING ENTRANCE, LIFT STATION, T2-F	LS	1.00		\$
2.35	SURFACE RESTORATION	LS	1.00		\$
				TOTAL PHASE 2B	\$

PHASE 2C – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
2.36	TRAFFIC CONTROL	LS	1.00	\$	\$
2.37	MOBILIZATION	LS	1.00	\$	\$
2.38	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	3,780.00	\$	\$
2.39	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$	\$
2.40	PULL ROPE	LF	4,487.00	\$	\$
2.41	TRACER WIRE	LF	4,110.00	\$	\$
2.42	FIBER TERMINATION, 4 POSITION, T2-G	EACH	1.00	\$	\$
2.43	FIBER TERMINATION, 4 POSITION, T2-H	EACH	1.00	\$	\$
2.44	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,137.00	\$	\$
2.45	HAND HOLE, FURNISH AND INSTALL	EACH	5.00	\$	\$
2.46	BUILDING ENTRANCE, WELL 19, T2-G	LS	1.00	\$	\$
2.47	BUILDING ENTRANCE, WATER TOWER, T2-H	LS	1.00	\$	\$
2.48	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 2C	\$

PHASE 3 – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
3.01	TRAFFIC CONTROL	LS	1.00	\$	\$
3.02	MOBILIZATION	LS	1.00	\$	\$
3.03	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	8,590.00	\$	\$
3.04	SPLICE, EXISTING HANDHOLE, LIVE, 24 STRAND	EACH	2.00	\$	\$
3.05	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$	\$
3.06	PULL ROPE	LF	9,746.00	\$	\$
3.07	TRACER WIRE	LF	9,190.00	\$	\$
3.08	FIBER TERMINATION, 4 POSITION, T3-I	EACH	1.00	\$	\$
3.09	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	9,246.00	\$	\$
3.10	HAND HOLE, FURNISH AND INSTALL	EACH	5.00	\$	\$
3.11	BUILDING ENTRANCE, LIFT STATION, T3-I	LS	1.00	\$	\$
3.12	SEEDING AND RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 3	\$

PHASE 3B – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
3.13	TRAFFIC CONTROL	LS	1.00	\$	\$
3.14	MOBILIZATION	LS	1.00	\$	\$
3.15	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	4,330.00	\$	\$
3.16	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 8 STRAND	EACH	1.00	\$	\$
3.17	PULL ROPE	LF	4,995.00	\$	\$
3.18	TRACER WIRE	LF	4,650.00	\$	\$
3.19	FIBER TERMINATION, 4 POSITION, T3-J	EACH	1.00	\$	\$
3.20	FIBER TERMINATION, 4 POSITION, T3-K	EACH	1.00	\$	\$
3.21	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,695.00	\$	\$
3.22	HAND HOLE, FURNISH AND INSTALL	EACH	4.00	\$	\$
3.23	BUILDING ENTRANCE, LIFT STATION, T3-J	LS	1.00	\$	\$
3.24	BUILDING ENTRANCE, LIFT STATION, T3-K	LS	1.00	\$	\$
3.25	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 3B	\$

PHASE 4 – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
4.01	TRAFFIC CONTROL	LS	1.00	\$	\$
4.02	MOBILIZATION	LS	1.00	\$	\$
4.03	2 CONDUIT, 2 IN., HDPE, SDR 11	LF	12,820.00	\$	\$
4.04	PULL ROPE	LF	7,581.00	\$	\$
4.05	TRACER WIRE	LF	7,060.00	\$	\$
4.06	FIBER TERMINATION, 24 POSITION, T4-L	EACH	1.00	\$	\$
4.07	FIBER OPTIC, 24 SM, INSTALL IN EXISTING CONDUIT	LF	218.00	\$	\$
4.08	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	6,913.00	\$	\$
4.09	HAND HOLE, FURNISH AND INSTALL	EACH	8.00	\$	\$
4.10	BUILDING ENTRANCE, POLICE STATION, T2-L	LS	1.00	\$	\$
4.11	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 4	\$

PHASE 5A – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
5.01	MOBILIZATION	LS	1.00	\$	\$
5.02	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	3,040.00	\$	\$
5.03	SPLICE, EXISTING HANDHOLE, NOT LIVE, 4 STRAND	EACH	1.00	\$	\$
5.04	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 2 STRAND	EACH	1.00	\$	\$
5.05	PULL ROPE	LF	3,677.00	\$	\$
5.06	TRACER WIRE	LF	3,300.00	\$	\$
5.07	FIBER TERMINATION, 2 POSITION, T5-M	EACH	1.00	\$	\$
5.08	FIBER TERMINATION, 2 POSITION, T5-N	EACH	1.00	\$	\$
5.09	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	3,377.00	\$	\$
5.10	HAND HOLE, FURNISH AND INSTALL	EACH	3.00	\$	\$
5.11	BUILDING ENTRANCE, WELL 8, T5-M	LS	1.00	\$	\$
5.12	BUILDING ENTRANCE, WELL 18, T5-N	LS	1.00	\$	\$
5.13	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 5A	\$

PHASE 5B – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
5.14	TRAFFIC CONTROL	LS	1.00	\$	\$
5.15	MOBILIZATION	LS	1.00	\$	\$
5.16	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	1,360.00	\$	\$
5.17	PULL ROPE	LF	2,040.00	\$	\$
5.18	TRACER WIRE	LF	1,810.00	\$	\$
5.19	FIBER TERMINATION, 4 POSITION, T5-O	EACH	1.00	\$	\$
5.20	FIBER TERMINATION, 4 POSITION, EXISTING PEDESTAL	EACH	1.00	\$	\$
5.21	FIBER OPTIC, 24 SM, INSTALL IN EXISTING CONDUIT	LF	322.00	\$	\$
5.22	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,518.00	\$	\$
5.23	HAND HOLE, FURNISH AND INSTALL	EACH	2.00	\$	\$
5.24	BUILDING ENTRANCE, BUILDING, T5-O	LS	1.00	\$	\$
5.25	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 5B	\$

PHASE 5C – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
5.26	TRAFFIC CONTROL	LS	1.00	\$	\$
5.27	MOBILIZATION	LS	1.00	\$	\$
5.28	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	1,730.00	\$	\$
5.29	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$	\$
5.30	PULL ROPE	LF	2,115.00	\$	\$
5.31	TRACER WIRE	LF	1,900.00	\$	\$
5.32	FIBER TERMINATION, 4 POSITION, T5-P	EACH	1.00	\$	\$
5.33	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,915.00	\$	\$
5.34	HAND HOLE, FURNISH AND INSTALL	EACH	3.00	\$	\$
5.35	BUILDING ENTRANCE, BUILDING, T5-P	LS	1.00	\$	\$
5.36	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 5C	\$

PHASE 5D – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
5.37	TRAFFIC CONTROL	LS	1.00	\$	\$
5.38	MOBILIZATION	LS	1.00	\$	\$
5.39	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	470.00	\$	\$
5.40	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$	\$
5.41	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 2 STRAND	EACH	1.00	\$	\$
5.42	PULL ROPE	LF	791.00	\$	\$
5.43	TRACER WIRE	LF	560.00	\$	\$
5.44	FIBER TERMINATION, 4 POSITION, T5-Q	EACH	1.00	\$	\$
5.45	FIBER TERMINATION, 4 POSITION, T5-R	EACH	1.00	\$	\$
5.46	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	591.00	\$	\$
5.47	HAND HOLE, FURNISH AND INSTALL	EACH	2.00	\$	\$
5.48	BUILDING ENTRANCE, BUILDING, T5-Q	LS	1.00	\$	\$
5.49	BUILDING ENTRANCE, BUILDING, T5-R	LS	1.00	\$	\$
5.50	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 5D	\$
TOTAL ALTERNATES 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 JURISDICTION AS NOTED IN SECTION 00500 – CONTRACT. THE CITY OF STORM LAKE, IOWA CITY COUNCIL RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE INFORMALITIES OR TECHNICALITIES IN ANY BID, AND TO ENTER INTO SUCH CONTRACT, OR CONTRACTS, FOR BASE BID AND ANY COMBINATION OF ALTERNATES, REGARDLESS OF ORDER OR AMOUNT, AS IT SHALL DEEM TO BE IN THE BEST INTEREST OF THE CITY OF STORM LAKE.

Bidder Name

BID BOND

Fiber Optic Improvements – 2021
City of Storm Lake, Iowa

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and
_____, as Surety, are held and firmly bound unto
the City of Storm Lake, Iowa 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 project:

Fiber Optic Improvements – 2021, City of Storm Lake, Iowa

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 _____, 2021.

SURETY:

PRINCIPAL:

By	_____ Surety Company	By	_____ Bidder
	_____ Signature Attorney-in-Fact/Officer		_____ Signature
	_____ Name of Attorney-in-Fact/Officer		_____ Name (Print/Type)
	_____ Company Name		_____ Title
	_____ Company Address		_____ Address
	_____ City, State, Zip Code		_____ City, State, Zip Code
	_____ Company Telephone Number		_____ Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; electronic, 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.

CONTRACT

Fiber Optic Improvements - 2021 City of Storm Lake, Iowa

THIS CONTRACT, made and entered into this _____ day of _____, 2021, by and between the City of Storm Lake, Iowa hereinafter called the "Jurisdiction", and _____, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Fiber Optic Improvements – 2021 as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, 620 Erie Street, Storm Lake, Iowa 50588. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2021 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications 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 project:

Fiber Optic Improvements - 2021, City of Storm Lake, Iowa

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, Payment and Maintenance Bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

- A. Completion Date
 1. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. Work under the Contract is to be substantially completed on or before the following dates:
 - Phase 1 – Completion – May 27, 2022
 - Phase 2 – Completion – September 2, 2022
 - All other added alternates Completion – December 2, 2022
 - With each portion being ready for Final Completion within 30 days of said substantial completion date
- B. Liquidated Damages
 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of One Thousand Dollars (\$1,000.00) for each calendar day the work remains incomplete.
- C. Maintenance Bond & Warranty
 1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Storm Lake, Iowa, 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.
 2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 4-years from and after acceptance of the work.

D. Bid Quantity Revisions

1. All quantities are estimates and subject to revision by the Jurisdiction.
2. Quantity changes that do not materially change the character of the work to be performed and amount to less than twenty (20) percent of a given bid item or less than five (5) percent of the total contract amount shall not affect the unit price bid.

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

JURISDICTION: City of Storm Lake, Iowa

CONTRACTOR:

By _____
Michael Porsch, Mayor

(Seal)
ATTEST:

By _____
Contractor's Contact Name
Contractor's Title

Mayra Martinez, City Clerk

Street Address

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 is 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, 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; electronic, 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 the 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 State, 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 AS NOTED IN SECTION 00500 – CONTRACT.

PHASE 1 – BASE BID					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.01	TRAFFIC CONTROL	LS	1.00	\$	\$
1.02	MOBILIZATION	LS	1.00	\$	\$
1.03	2 CONDUIT, 2 IN., HDPE, SDR 11	LF	8,860.00	\$	\$
1.04	SPLICE, EXISTING HANDHOLE, LIVE, 24 STRAND	EACH	2.00	\$	\$
1.05	PULL ROPE	LF	5,172.00	\$	\$
1.06	TRACER WIRE	LF	9,000.00	\$	\$
1.07	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,822.00	\$	\$
1.08	HAND HOLE, FURNISH AND INSTALL	EACH	6.00	\$	\$
1.09	SURFACE RESTORATION	LS	1.00	\$	\$
1.10	ADDITIONAL EQUIPMENT FOR SYSTEM UPGRADES	LS	1.00	\$	\$
				TOTAL PHASE 1:	\$

PHASE 2 – BASE BID					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
2.01	TRAFFIC CONTROL	LS	1.00	\$	\$
2.02	MOBILIZATION	LS	1.00	\$	\$
2.03	2 CONDUIT, 2 IN., HDPE, SDR 11	LF	9,620.00	\$	\$
2.04	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	28,400.00	\$	\$
2.05	SPLICE, HANDHOLE, END, NOT LIVE, 48 STRAND	EACH	1.00	\$	\$
2.06	SPLICE, RACK MOUNT, NOT LIVE, 72 STRAND	EACH	1.00	\$	\$
2.07	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	4.00	\$	\$
2.08	PULL ROPE	LF	46,229.00	\$	\$
2.09	TRACER WIRE	LF	35,550.00	\$	\$
2.10	FIBER TERMINATION, 48 POSITION, T2-A	EACH	1.00	\$	\$
2.11	FIBER TERMINATION, 4 POSITION, T2-B	EACH	1.00	\$	\$
2.12	FIBER TERMINATION, 4 POSITION, T2-C	EACH	1.00	\$	\$
2.13	FIBER TERMINATION, 4 POSITION, T2-D	EACH	1.00	\$	\$
2.14	FIBER OPTIC, 48 SM, INSTALL IN EXISTING CONDUIT	LF	7,090.00	\$	\$
2.15	FIBER OPTIC, 72 SM, INSTALL IN EXISTING CONDUIT	LF	875.00	\$	\$
2.16	FIBER OPTIC, 48 SM, INSTALL IN NEW CONDUIT	LF	29,115.00	\$	\$

PHASE 2 - Continued					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
2.17	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,494.00	\$	\$
2.18	HAND HOLE, FURNISH AND INSTALL	EACH	35.00	\$	\$
2.19	BUILDING ENTRANCE, WWTF, T2-A	LS	1.00	\$	\$
2.20	BUILDING ENTRANCE, LIFT STATION, T2-B	LS	1.00	\$	\$
2.21	BUILDING ENTRANCE, AIRPORT, T2-C	LS	1.00	\$	\$
2.22	BUILDING ENTRANCE, LIFT STATION, T2-D	LS	1.00	\$	\$
2.23	BUILDING ENTRANCE, WATER PLANT, T2-E	LS	1.00	\$	\$
2.24	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 2:	\$
TOTAL BASE BID:					\$

PHASE 2B – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
2.25	TRAFFIC CONTROL	LS	1.00		\$
2.26	MOBILIZATION	LS	1.00		\$
2.27	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	5,390.00		\$
2.28	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 8 STRAND	EACH	1.00		\$
2.29	PULL ROPE	LF	6,096.00		\$
2.30	TRACER WIRE	LF	5,760.00		\$
2.31	FIBER TERMINATION, 4 POSITION, T2-F	EACH	1.00		\$
2.32	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	5,796.00		\$
2.33	HAND HOLE, FURNISH AND INSTALL	EACH	5.00		\$
2.34	BUILDING ENTRANCE, LIFT STATION, T2-F	LS	1.00		\$
2.35	SURFACE RESTORATION	LS	1.00		\$
				TOTAL PHASE 2B	\$

PHASE 2C – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
2.36	TRAFFIC CONTROL	LS	1.00	\$	\$
2.37	MOBILIZATION	LS	1.00	\$	\$
2.38	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	3,780.00	\$	\$
2.39	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$	\$
2.40	PULL ROPE	LF	4,487.00	\$	\$
2.41	TRACER WIRE	LF	4,110.00	\$	\$
2.42	FIBER TERMINATION, 4 POSITION, T2-G	EACH	1.00	\$	\$
2.43	FIBER TERMINATION, 4 POSITION, T2-H	EACH	1.00	\$	\$
2.44	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,137.00	\$	\$
2.45	HAND HOLE, FURNISH AND INSTALL	EACH	5.00	\$	\$
2.46	BUILDING ENTRANCE, WELL 19, T2-G	LS	1.00	\$	\$
2.47	BUILDING ENTRANCE, WATER TOWER, T2-H	LS	1.00	\$	\$
2.48	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 2C	\$

PHASE 3 – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
3.01	TRAFFIC CONTROL	LS	1.00	\$	\$
3.02	MOBILIZATION	LS	1.00	\$	\$
3.03	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	8,590.00	\$	\$
3.04	SPLICE, EXISTING HANDHOLE, LIVE, 24 STRAND	EACH	2.00	\$	\$
3.05	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$	\$
3.06	PULL ROPE	LF	9,746.00	\$	\$
3.07	TRACER WIRE	LF	9,190.00	\$	\$
3.08	FIBER TERMINATION, 4 POSITION, T3-I	EACH	1.00	\$	\$
3.09	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	9,246.00	\$	\$
3.10	HAND HOLE, FURNISH AND INSTALL	EACH	5.00	\$	\$
3.11	BUILDING ENTRANCE, LIFT STATION, T3-I	LS	1.00	\$	\$
3.12	SEEDING AND RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 3	\$

PHASE 3B – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
3.13	TRAFFIC CONTROL	LS	1.00	\$	\$
3.14	MOBILIZATION	LS	1.00	\$	\$
3.15	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	4,330.00	\$	\$
3.16	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 8 STRAND	EACH	1.00	\$	\$
3.17	PULL ROPE	LF	4,995.00	\$	\$
3.18	TRACER WIRE	LF	4,650.00	\$	\$
3.19	FIBER TERMINATION, 4 POSITION, T3-J	EACH	1.00	\$	\$
3.20	FIBER TERMINATION, 4 POSITION, T3-K	EACH	1.00	\$	\$
3.21	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,695.00	\$	\$
3.22	HAND HOLE, FURNISH AND INSTALL	EACH	4.00	\$	\$
3.23	BUILDING ENTRANCE, LIFT STATION, T3-J	LS	1.00	\$	\$
3.24	BUILDING ENTRANCE, LIFT STATION, T3-K	LS	1.00	\$	\$
3.25	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 3B	\$

PHASE 4 – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
4.01	TRAFFIC CONTROL	LS	1.00	\$	\$
4.02	MOBILIZATION	LS	1.00	\$	\$
4.03	2 CONDUIT, 2 IN., HDPE, SDR 11	LF	12,820.00	\$	\$
4.04	PULL ROPE	LF	7,581.00	\$	\$
4.05	TRACER WIRE	LF	7,060.00	\$	\$
4.06	FIBER TERMINATION, 24 POSITION, T4-L	EACH	1.00	\$	\$
4.07	FIBER OPTIC, 24 SM, INSTALL IN EXISTING CONDUIT	LF	218.00	\$	\$
4.08	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	6,913.00	\$	\$
4.09	HAND HOLE, FURNISH AND INSTALL	EACH	8.00	\$	\$
4.10	BUILDING ENTRANCE, POLICE STATION, T2-L	LS	1.00	\$	\$
4.11	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 4	\$

PHASE 5A – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
5.01	MOBILIZATION	LS	1.00	\$	\$
5.02	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	3,040.00	\$	\$
5.03	SPLICE, EXISTING HANDHOLE, NOT LIVE, 4 STRAND	EACH	1.00	\$	\$
5.04	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 2 STRAND	EACH	1.00	\$	\$
5.05	PULL ROPE	LF	3,677.00	\$	\$
5.06	TRACER WIRE	LF	3,300.00	\$	\$
5.07	FIBER TERMINATION, 2 POSITION, T5-M	EACH	1.00	\$	\$
5.08	FIBER TERMINATION, 2 POSITION, T5-N	EACH	1.00	\$	\$
5.09	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	3,377.00	\$	\$
5.10	HAND HOLE, FURNISH AND INSTALL	EACH	3.00	\$	\$
5.11	BUILDING ENTRANCE, WELL 8, T5-M	LS	1.00	\$	\$
5.12	BUILDING ENTRANCE, WELL 18, T5-N	LS	1.00	\$	\$
5.13	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 5A	\$

PHASE 5B – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
5.14	TRAFFIC CONTROL	LS	1.00	\$	\$
5.15	MOBILIZATION	LS	1.00	\$	\$
5.16	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	1,360.00	\$	\$
5.17	PULL ROPE	LF	2,040.00	\$	\$
5.18	TRACER WIRE	LF	1,810.00	\$	\$
5.19	FIBER TERMINATION, 4 POSITION, T5-O	EACH	1.00	\$	\$
5.20	FIBER TERMINATION, 4 POSITION, EXISTING PEDESTAL	EACH	1.00	\$	\$
5.21	FIBER OPTIC, 24 SM, INSTALL IN EXISTING CONDUIT	LF	322.00	\$	\$
5.22	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,518.00	\$	\$
5.23	HAND HOLE, FURNISH AND INSTALL	EACH	2.00	\$	\$
5.24	BUILDING ENTRANCE, BUILDING, T5-O	LS	1.00	\$	\$
5.25	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 5B	\$

PHASE 5C – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
5.26	TRAFFIC CONTROL	LS	1.00	\$	\$
5.27	MOBILIZATION	LS	1.00	\$	\$
5.28	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	1,730.00	\$	\$
5.29	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$	\$
5.30	PULL ROPE	LF	2,115.00	\$	\$
5.31	TRACER WIRE	LF	1,900.00	\$	\$
5.32	FIBER TERMINATION, 4 POSITION, T5-P	EACH	1.00	\$	\$
5.33	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,915.00	\$	\$
5.34	HAND HOLE, FURNISH AND INSTALL	EACH	3.00	\$	\$
5.35	BUILDING ENTRANCE, BUILDING, T5-P	LS	1.00	\$	\$
5.36	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 5C	\$

PHASE 5D – Alternate					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
5.37	TRAFFIC CONTROL	LS	1.00	\$	\$
5.38	MOBILIZATION	LS	1.00	\$	\$
5.39	1 CONDUIT, 2 IN., HDPE, SDR 11	LF	470.00	\$	\$
5.40	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$	\$
5.41	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 2 STRAND	EACH	1.00	\$	\$
5.42	PULL ROPE	LF	791.00	\$	\$
5.43	TRACER WIRE	LF	560.00	\$	\$
5.44	FIBER TERMINATION, 4 POSITION, T5-Q	EACH	1.00	\$	\$
5.45	FIBER TERMINATION, 4 POSITION, T5-R	EACH	1.00	\$	\$
5.46	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	591.00	\$	\$
5.47	HAND HOLE, FURNISH AND INSTALL	EACH	2.00	\$	\$
5.48	BUILDING ENTRANCE, BUILDING, T5-Q	LS	1.00	\$	\$
5.49	BUILDING ENTRANCE, BUILDING, T5-R	LS	1.00	\$	\$
5.50	SURFACE RESTORATION	LS	1.00	\$	\$
				TOTAL PHASE 5D	\$
TOTAL ALTERNATES BID:					\$

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS CONTRACT. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION AS NOTED IN SECTION 00500 – CONTRACT.

Contractor Name

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Fiber Optic Improvements - 2021
City of Storm Lake, Iowa

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal"), and _____, as "Surety", are held and firmly bound unto the City of Storm Lake, Iowa, as Obligee (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 _____, 2021, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the Fiber Optic Improvements - 2021 project in Storm Lake, Iowa.

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 as detailed in Section 00500 - Contract, 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 as 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, attorney's 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 accruing 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(s).

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 _____, 2021.

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, Payment and Maintenance Bond must be original signatures in ink; electronic, 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

Fiber Optic Improvements - 2021
City of Storm Lake, Iowa

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1) CONTRACT PROVISIONS

a) Completion Date

- i) All work under the Contract must be substantially complete as detailed in Section 00500 – Contract.

b) Liquidated Damage

- i) Damages in the amount as detailed in Section 00500 – Contract per day will be assessed for each calendar day the work remains incomplete.

c) Maintenance Bond & Warranty

- i) To remedy any and all defects as detailed in Section 00500 – Contract.

d) Bid Quantity Revisions

- i) All quantities are estimates and subject to revision by the Jurisdiction.
- ii) Quantity changes that do not materially change the character of the work to performed and amount to less than twenty (20) percent of a given bid item or less than five (5) percent of the total contract amount shall not affect the unit price bid.

2) DEFINITION AND INTENT

a) The Specifications that apply to the materials and construction practices for this project are defined as follows:

- i) The 2021 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
- ii) 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.
- iii) “Owner”, “Jurisdiction” and “City” shall mean the City of Storm Lake, Iowa, acting through the City Council.
- iv) “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.
- v) “Engineer” shall mean the Engineer on Record.
- vi) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- vii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
- viii) “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.
- ix) “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, Iowa 51301, phone (712) 580-5075.

3) GENERAL PROVISIONS AND COVENANTS

a) Division 1 of the General Provisions and Covenants of the 2021 Edition SUDAS Standard Specifications is modified as follows:

i) Section 1020.1.09B, Unit Price Attachment.

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

ii) Section 1050, 1.05 Shop Drawings, Certificates, and Equipment Lists.

(a) Electronic submittal of shop drawings will be allowed.

(b) If hardcopy submittals are used, the Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.

iii) Section 1050, 1.15 - Additional Contractor Responsibilities.

Remove Items B and C.

4) WORK REQUIRED

a) Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the Fiber Optic Improvements - 2021 as described in the Official Publication.

5) PLANS AND SPECIFICATIONS

a) The Owner will furnish five (5) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the Owner 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) SUBMITTALS

a) Contractor shall provide a construction schedule showing dates of starting and completing various portions of work. Schedule shall be updated as needed or as requested by Engineer due to changes in progress of construction from original schedule. Updates shall be completed within one week of request.

b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor 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.

i) Testing reports.

ii) Manufacturer's data for materials that are to be permanently incorporated into the project.

iii) Details of proposed methods of any special construction required.

iv) Purchase orders and subcontracts without prices.

v) Traffic control and staging plan.

vi) Such other information as the Engineer may request to ensure compliance with contract documents.

vii) List of Subcontractors and Suppliers.

7) 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.

i) American Association of State Highway and Transportation Officials (AASHTO).

- ii) American Society for Testing and Materials (ASTM).
- iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
- iv) American National Standards Institute (ANSI).
- v) American Water Works Association (AWWA).
- vi) American Welding Society (AWS).
- vii) Federal Specifications (FS).
- viii) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
- ix) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
- x) Standards and Codes of the State of Iowa and the ordinances of the Owner.
- xi) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

8) CONSTRUCTION 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) Contractor shall cooperate with the City of Storm Lake, Iowa 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 the specified time of construction.
- d) Contractor shall install and maintain orange safety fence around all open trenches or open structures when left unattended.
- e) Contractor shall complete surface restoration and clean-up activities as construction progresses.

9) EMPLOYMENT PRACTICES

- a) Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their 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:
 - i) 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.
 - ii) 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.

10) RESPONSIBILITY OF CONTRACTOR

- a) Contractor shall provide supervision of the work.
- b) Contractor shall provide protection of all property from injury or loss resulting from construction operations.
- c) Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of Owner and Engineer.
- d) Contractor shall cooperate with Owner, 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) Contractor shall keep cleanup current with construction operations.
- f) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

11) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit 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 public property as necessary for the event. If contract continues for multiple years, event is still in force even though dates and locations may change.
 - i) None

12) 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.
- c) Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic.
- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of Engineer.
- e) 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.

13) PROJECT SUPERVISION

- a) The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- b) Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Contractor.

- c) Weekly progress meetings, if specified at the preconstruction conference may be held at the project site to review project schedule, coordinate activities, resolve conflicts, and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- 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.
- e) Contractor shall provide supervision of all sub-contractors and their personnel while on the site.

14) COORDINATION WITH OTHERS

- a) Contractor shall cooperate and coordinate construction with the Owner, utility companies, affected property owners, 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) Contractor shall cooperate and coordinate with property owners prior to beginning work that will affect their parcel.

15) CONSTRUCTION LIMITS

- a) Contractor shall confine the construction operations within the construction limits shown on the plans.
- b) Contractor shall 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.
- c) Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction.
- d) Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.
- e) All work on this project will be within City Right-of-Way, Easements or Public Property.

16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update it as needed due to changes in progress of construction from original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.
- f) Contractor shall notify the City and property owners at least 48 hours prior to any street closures.

- i) Notification shall be provided by written notice placed on the front door. The following items shall be included within the notice:
 - (a) The street name, location and proposed date of street closure.
 - (b) The estimated schedule for completion of work.
 - (c) The estimated date for reopening of the street.
 - (d) Procedure for garbage collection recycling and postal service.

17) CONSTRUCTION PHASING

- a) Contractor shall refer to construction staging and traffic control plans when included in construction plans.
- b) Contractor shall include construction phasing on the required construction schedule submittal.

18) CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) No construction staking for alignment or elevation will be completed by the engineer for this project.
- b) Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.
- c) Contractor shall provide as-built field locates for both vertical and horizontal placement of each segment completed with the project.
- d) 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 Engineer for review and assistance with resolution prior to staking.
- e) When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- f) The Engineer will have a representative at the preconstruction conference to discuss construction staking.
- g) 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, working day, 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.

19) MATERIALS TESTS

- a) Material testing as specified for construction, in the contract documents or included in bid items, will be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. All testing completed shall meet the requirements of the SUDAS Standard Specifications. The Jurisdiction shall be responsible for testing not specified to be completed by the Contractor at their discretion and may complete additional quality control tests as they deem necessary.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall provide transportation of all samples to the laboratory.
- d) The Contractor shall not deliver materials to the project site until laboratory tests have been furnished which verify compliance of materials with specifications.

- e) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.
- f) Contractor shall certify that materials and equipment are manufactured in accordance with applicable specifications.

20) SOIL BORINGS

None

21) 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, Contractor shall 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) The 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) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property owners 48 hours prior to any planned utility service interruptions.
- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate work schedules with the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall 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.

22) SALVAGE OF MATERIALS / DISPOSAL

- a) The Contractor shall remove from the 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.
- b) The Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- c) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- d) The Contractor shall dispose of broken concrete, asphalt, granular material, rubble, and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.

- e) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- f) The City of Storm Lake, Iowa retains first right of refusal for retaining any existing materials removed by the construction.
- g) 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.
- h) Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

23) TRAFFIC CONTROL

- a) Contractor shall 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) Contractor shall 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) Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- e) Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.

24) TEMPORARY FENCES

- a) Contractor shall 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) Contractor shall provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
 - i) Refer to Iowa DOT Section 4188.03 for fence materials.
- c) Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
- d) Contractor shall remove temporary fencing upon completion of construction.

25) DEWATERING

- a) Contractor shall perform all construction work in dry conditions.
- b) Unless specified in the Bid Items, all costs associated with Dewatering activities shall be incidental to the project.
- c) Contractor shall submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.

- d) Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- e) Should cohesive soils with no wet sand seams or layers be encountered, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- f) The Contractor shall not pump water from open excavation in sand and gravel below the natural ground water level.
- g) Contractor shall 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.
 - i) A dewatering system (well points or shallow wells) shall be installed when working in cohesionless soils.
 - ii) Costs of installing and operating dewatering system are incidental, unless specified otherwise.
- h) Contractor shall provide means for conveying surface water encountered during construction.
 - i) Surface water shall be prevented from flowing into excavation and accumulated water shall be removed.
 - ii) Surface water and storm sewer flows shall be diverted around areas of construction.
 - iii) Sanitary sewers shall not be used for the disposal of dewatering or trench water.
- i) Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- j) Costs of conveying both surface water and groundwater are incidental.

26) INCIDENTAL CONTRACT ITEMS

- a) The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. These costs shall be included in the Unit Price bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:

- 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, Iowa
- 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 saw cutting 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******

NOTICE OF AWARD
(To be executed after bid is awarded.)

TO: Contractor _____
Address 1 _____
Address 2 _____
City, State, Zip _____

PROJECT TITLE: Fiber Optic Improvements - 2021

PROJECT DESCRIPTION: This project consists of the installation of PVC conduit and fiber optic cabling around the area near Storm Lake with the purpose of connecting key elements of the City's infrastructure to an existing fiber optic system. This will include the materials, equipment and labor to splice and terminate the fiber optic cables as needed for the system requirements at the locations indicated. There will also be hard surface and vegetative surface material restoration as needed for the conduit and fiber installs.

OWNER'S NAME: City of Storm Lake, Iowa

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated September ____, 2021, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fifteen (15) days of this, the ____ day of _____, 2021.

You must deliver to the OWNER Three (3) fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature. You must deliver with the executed Agreement acceptable Contract Security (Bonds), Certificate(s) of Insurance, and other required information. Within ten days after you comply with the above conditions, the OWNER will return to you one fully executed counterparts of the Agreement.

Dated this, the ____ day of _____, 2021

Bolton & Menk, Inc.
218 11th Street SW Plaza, Spencer, Iowa 51301

Representing:

City of Storm Lake, Iowa
620 Erie Street, Storm Lake, Iowa 50588

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,
this, the ____ day of _____, 2021.

BY: _____

TITLE: _____

NOTICE TO PROCEED

(To be executed after Agreement, Bonds and Insurance Certificates are approved)

TO: Contractor
Address 1
Address 2
City, State, Zip

Date: _____
Project Title: Fiber Optic Improvements - 2021
Project Owner: City of Storm Lake, Iowa
Project Location: Storm Lake, Iowa

You are hereby notified to commence WORK in accordance with the Agreement awarded on _____, 2021. The Contract Time shall commence to run after _____, 2021 and be substantially complete on or before the following dates: Phase 1 – Completion – May 27, 2022; Phase 2 – Completion – September 2, 2022, and all other added alternates Completion – December 2, 2022; with each portion being ready for Final Completion within 30 days of said substantial completion date.

Work shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

Bolton & Menk, Inc.
218 11th Street SW Plaza, Spencer, Iowa 51301

Representing:

City of Storm Lake, Iowa
620 Erie Street
Storm Lake, Iowa 50588

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,
this, the _____ day of _____, 2021.

BY: _____

TITLE: _____

Letter of Transmittal

Date: _____

Project No.: 0P1.124529

TO: _____

☐ UPS Dropdown Selection

☐ Fedex Ground

☐ Regular Mail

☐ Client Pick-up

☐ Hand Carry

☐ Fax

☐ Fax/Send

RE: Fiber Optic Improvements - 2021, Storm Lake, Iowa

WE ARE ENCLOSING:

FOR YOUR: ☐ Review ☐ Records ☐ Approval ☐ Distribution ☐ Information
☐ Use as Requested ☐ Please Return Corrected Prints

REMARKS:

CC:

By:

APPENDIX

City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

In general, all of the following termination locations will include the following equipment and materials:

Fiber Endpoint Building Enclosure Kits:

- 1 each – Extreme Networks Industrial Switch – 16803
- 1 each – Extreme Networks NBD HWR Warranty – 97000-16803
- 1 each – Extreme Networks ExtremeCloud IQ License – XIQ-PIL-S-C-EW
- 4 each – Extreme Networks (or Compatible 3rd Party) - 1000Base-LX/LH (30km)
- 1 each – L-Com Enclosure - NB181608-10V
- 1 each – Corning Single-Panel Housing Pigtailed – SPH-CS12-A9-P00RE
- 2 each – LC-LC OS2 Fiber Patch Cable (1m)
- 1 each – 2 Port RJ45 Biscuit
- 2 each – RJ45 Jack
- 2 each – Appropriate Length Patch Cable to go from Switch to Jacks
- 1 each – UPS System with at least 7ah 12v battery providing dual power to Industrial Switch
- 1 each – Mount and Install Enclosure and components
- 1 each – Installation of appropriate Electrical Circuit (15amp)
- 1 each – Installation of Conduit to PLC Cabinet from fiber enclosure
- 1 each – Run 2 Cat5e to PLC Cabinet (Install 2 Port Biscuit and RJ45 Jacks in PLC Cabinet)
- 2 each – Appropriate Length Patch Cable to go from Jacks to PLC/HMI/Other

However, other elements will be specific and vary between sites, so each site shall be considered separately.

City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T2-A – Wastewater Plant

- 2 U Rack Mount Patch box/panel
- Length of fiber needed in building is approximately 35 feet plus termination length



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T2-B – C65 Lift station

- On building of lift station
- Conduit will need to be run from fiber box into PLC Cabinet with 2 network lines terminated into a 2-port biscuit on each end



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T2-C – Airport

- Inside airport building
- Mount electronics and termination directly on plywood backer board instead of inside an enclosure



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T2-D – Emerald Park Lift Station

- Near structure of lift station on antenna tower base
- Conduit will need to be run from fiber box into PLC Cabinet with 2 network lines terminated into a 2-port biscuit on each end

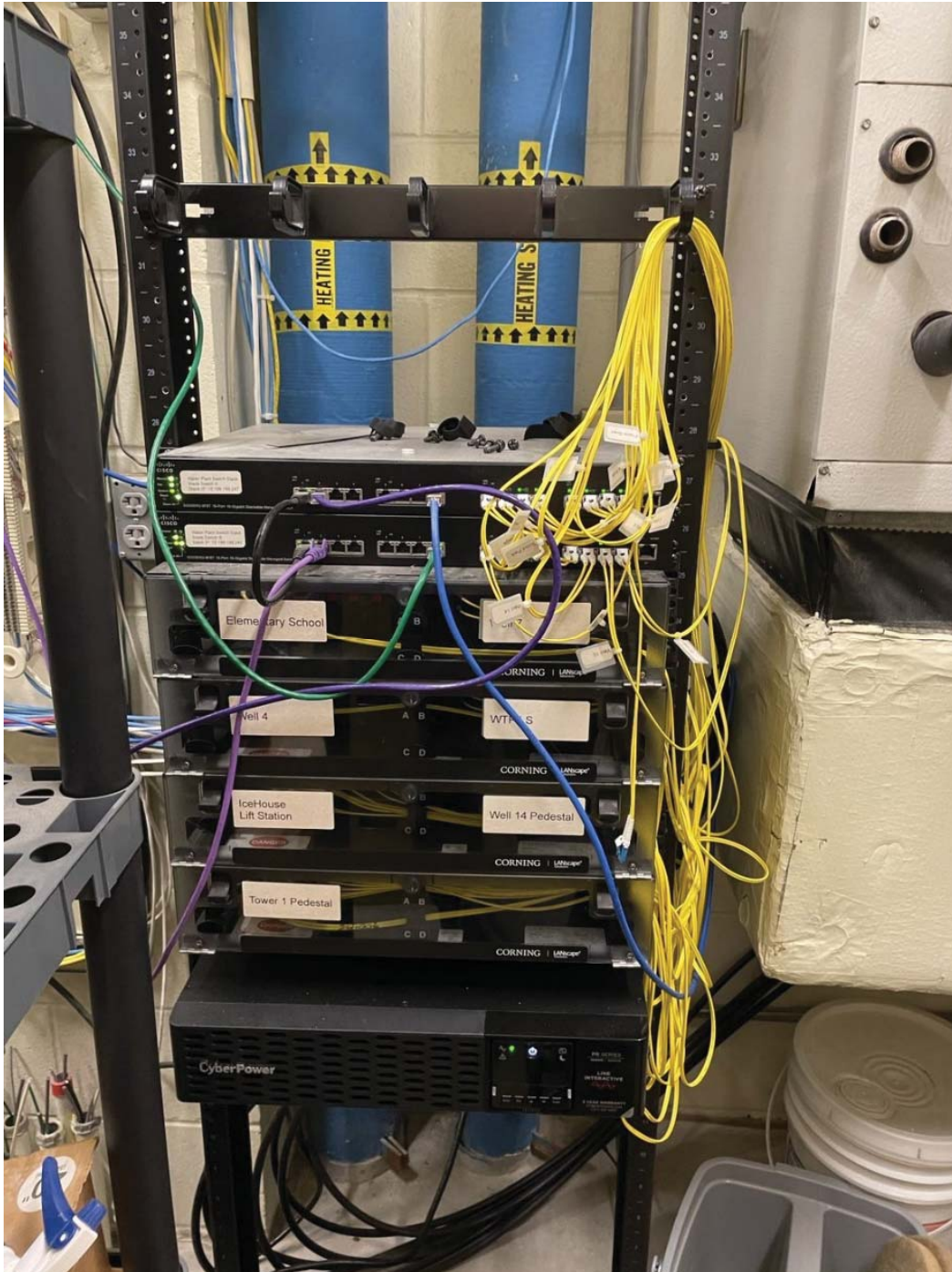


City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T2-E – Water Plant

- 4 U Rack Mount Patch Box/Panel
- Length of fiber needed in building is approximately 60 feet plus termination length



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T2-F – Casino Lift Station

- On lift station building
- Conduit will need to be run from fiber box into PLC Cabinet with 2 network lines terminated into a 2-port biscuit on each end



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T2-G – Well 19 - 610th St (C63)

- On post near building, (Building can be lifted from lift station, so all penetrations must be performed under the building wall)
- Conduit will need to be run from fiber box into PLC Cabinet with 2 network lines terminated into a 2-port biscuit on each end



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T2-H – Tower 4 – Water Tower – Emerald Park

- Inside Water Tower on electronics rack – Building Entrance (penetration) will come in behind electronics rack
- Verify method of penetration and location with City of Storm Lake Water Department staff prior to completion of work
- 2 Network lines will need to be run from box into PLC cabinet terminated into a 2-port biscuit on each end
- Mount electronics and termination directly on plywood of rack instead of in an enclosure



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T3-I – Bargloff Lift Station

- On support panel near Lift Station
- Conduit will need to be run from fiber box into PLC Cabinet with 2 network lines terminated into a 2-port biscuit on each end



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T3-J – Field of Dreams Lift Station

- On Lift Station Building
- Conduit will need to be run from fiber box into PLC Cabinet with 2 network lines terminated into a 2-port biscuit on each end



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T3-K – IPS Lift Station

- Near structure of lift station on antenna tower base
- Conduit will need to be run from fiber box into PLC Cabinet with 2 network lines terminated into a 2-port biscuit on each end



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T4-L – Police Department

- 2 U Rack Mount Patch box/panel
- Conduits at bottom of existing panel are from handhole at street



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T5-M – Well 8

- On post near building, (Building can be lifted from lift station, so all penetrations must be performed under the building wall)
- Conduit will need to be run from fiber box into PLC Cabinet with 2 network lines terminated into a 2-port biscuit on each end.



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T5-N – Well 18

- On post near building, (Building can be lifted from lift station, so all penetrations must be performed under the building wall)
- Conduit will need to be run from fiber box into PLC Cabinet with 2 network lines terminated into a 2-port biscuit on each end.

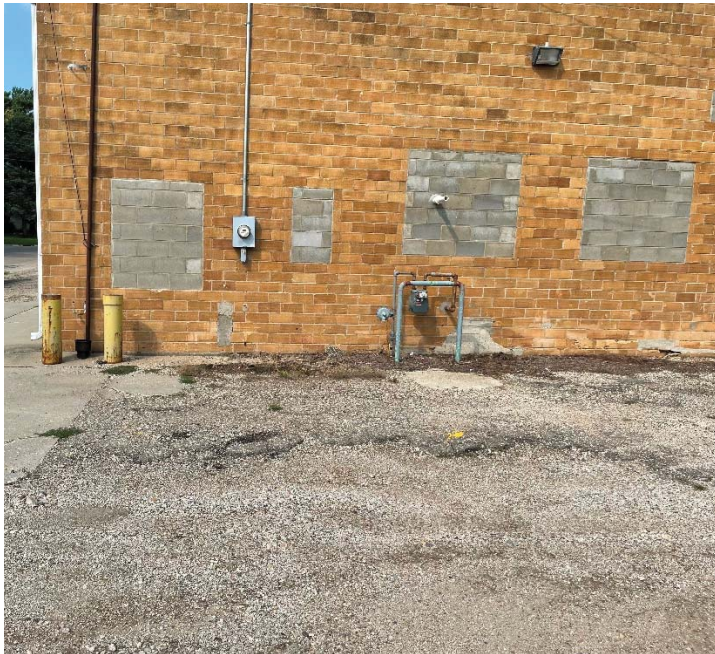


City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T5-O – PD Storage Building

- In Building, leave 50' coil
- No terminations, to be done by City IT Staff



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

-

Termination T5-P – Sunset Park Bandshell

- On Building
- No other terminations to be done at this time



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T5-Q – Chautauqua Park Shelter House

- On building
- No other terminations or cross connect to be done at this time.



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T5-R – Chautauqua Park Maintenance Shed

- On Building
- Conduit will need to be run into building with 2 network lines terminated into a 2-port biscuit on both ends



City of Storm Lake – Fiber Optic Improvements – 2021

Building Entrance and Fiber Box Call outs

Termination T5-S – Existing Pedestal Tower 1

- Existing pedestal.
- 50' Coil in existing handhole 5B-4E
- No terminations, to be done by City IT Staff



Staff Summary

9/20/2021

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: Scott Olesen, Building & Code Compliance Director

SUBJECT: **Public Hearing On A Proposal To Amend The City Code By Updating The Referenced Construction Codes and Standards To The Most Recent Editions**

BACKGROUND: The City Code adopts by reference the International Building, Residential, Fire, Energy, and Mechanical Codes, as well as the Uniform Plumbing Code and National Electrical Code.

These codes are produced by the International Code Council, the National Fire Protection Association, and the International Association of Plumbing and Mechanical Officials. Each of these organizations updates their codes on a three year cycle.

At this time, City staff is proposing to update from the 2015 versions of the International Building, Fire, Residential, and Mechanical codes, as well as the Uniform Plumbing Code to the 2021 versions. The 2012 International Energy Code is the version that the State of Iowa has adopted and we will follow suit. The National Electrical Code is on a different three year cycle and therefore we will be updating to the 2020 National Electrical Code.

Updating to the current code editions will bring the City into line with the codes adopted by the State of Iowa and other jurisdictions. Additionally, the City of Storm Lake is reviewed every three years by the Insurances Services Offices (ISO), which provides ratings for building departments which is then used for setting insurance rates. A City's ISO rating is also used by FEMA in responding to natural disasters. Adopting more current codes will help to maintain our current rating.

Adopting the most current codes is important to keep pace with new materials and techniques in the industry as well.

The International Building Code regulates the construction of all commercial, industrial, and multifamily dwellings. The International Residential Code regulates the construction of one and two family dwellings and townhomes. The International Mechanical Code provides the requirements for the installation of heating and cooling systems as well as kitchen hoods in commercial cooking operations. The Uniform Plumbing Code regulates the installation of plumbing, water heaters,, and gas piping in buildings as well as other similar items.

Council must first hold a Public Hearing on the proposed amendments to the current City Code, and then hold the first reading of the proposed amendment to the City Code which appears later on the Council agenda.

A copy of the proposed Ordinance and the amendments is attached for your review.

FISCAL IMPACT:

Legal fees and publication are estimated to be \$500.00

RECOMMENDATION:

Open the public hearing, receive input, close the public hearing.

ATTACHMENTS:

Description		Type
	Public Hearing	Backup Material

NOTICE TO THE PUBLIC

Notice is hereby given to all residents of the City of Storm Lake, Iowa that the City Council will hold a hearing during its regular meeting commencing at 5:00 p.m. on September 20, 2021, at the Council Chambers in Storm Lake, Iowa, for the purpose of considering a proposal previously adopted by Resolution to adopt by reference parts or all of certain statewide or nationally recognized standard codes as part of an Ordinance amending and updating the City's Building Code, Plumbing Code, Electrical Code, Mechanical Code, Residential Building Code, Fire Code, and Housing Code. The Resolution is as follows:

RESOLUTION SETTING HEARING ON A PROPOSAL TO ADOPT BY REFERENCE PARTS OR ALL OF CERTAIN STATEWIDE OR NATIONALLY RECOGNIZED STANDARD CODES AS PART OF AN ORDINANCE AMENDING THE CITY'S BUILDING CODE, PLUMBING CODE, ELECTRICAL CODE, MECHANICAL CODE, RESIDENTIAL BUILDING CODE, FIRE CODE, AND HOUSING CODE; AND PRESCRIBING NOTICE

WHEREAS, the City Council of the City of Storm Lake, Iowa has, from time to time, adopted by reference the provisions of certain statewide or nationally recognized standard codes or portions of such codes by ordinances which identify the codes by subject matter, source, and date, without setting them forth in full, as permitted by Iowa Code Section 380.10;

WHEREAS, the City's Building Code, Plumbing Code, Electrical Code, Mechanical Code, Residential Building Code, Fire Code, and Housing Code are included among such codes that are adopted in whole or part by reference to statewide or nationally recognized standard codes and portions of the Code of Iowa;

WHEREAS, the City Council now intends to consider adopting an ordinance

that amends and updates such codes by reference to updated statewide or nationally recognized standard codes;

WHEREAS, the updated statewide or nationally recognized standard codes to be adopted in whole or part by reference include the International Building Code, 2021 Edition; the Uniform Plumbing Code, 2021 Edition; the National Electrical Code, 2020 Edition; the International Mechanical Code, 2021 Edition; the International Residential Code, 2021 Edition; the Uniform Housing Code, 1994 Edition (by its references to portions of the other Codes set forth herein); and the International Fire Code, 2021 Edition;

WHEREAS, Iowa Code Section 380.10 requires the Council to hold a public hearing on any proposed standard code or on the portion of the standard code to be adopted by reference; and

WHEREAS, copies of the standard codes or portions thereof proposed to be adopted by reference are available for review by members of the public at the office of the City Clerk of the City of Storm Lake, City Hall, 620 Erie Street, Storm Lake, Iowa.

NOW, THEREFORE, be it hereby resolved that this proposal to adopt by reference parts or all of such statewide or nationally recognized standard codes as part of an Ordinance amending the City's Building Code, Plumbing Code, Electrical Code, Mechanical Code, Residential Building Code, Fire Code, and Housing Code shall be scheduled for a public hearing at the Council Chambers at City Hall at the regular council meeting scheduled September 20, 2021, at 5:00 p.m. The City Clerk is directed to have a copy of this Resolution published in the Storm Lake Pilot

Tribune on a date not less than four (4) days nor more than twenty (20) days prior to said meeting. The City Clerk is further directed to have available in the City Clerk's office at the Clerk's address shown above copies of the standard codes or portions thereof proposed to be adopted by reference for review by members of the public.

Passed and approved this 7th day of September, 2021.

/s/ Michael Porsch
Michael Porsch, Mayor

ATTEST:

/s/ Mayra A. Martinez
Mayra A. Martinez, City Clerk

You are hereby advised of your right to be present at the Council meeting at 5:00 p.m., September 20, 2021, at the City Hall in Storm Lake, Iowa to speak in favor of or in opposition to the proposal to adopt by reference parts or all of certain statewide or nationally recognized standard codes as part of an Ordinance amending the City's Building Code, Plumbing Code, Electrical Code, Mechanical Code, Residential Building Code, Fire Code, and Housing Code. Copies of the standard codes or portions thereof proposed to be adopted by reference are available for review by members of the public at the office of the City Clerk of the City of Storm Lake, City Hall, 620 Erie Street, Storm Lake, Iowa.

Mayra A. Martinez, City Clerk for the City of Storm Lake

Staff Summary

9/20/2021

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: Scott Olesen, Building & Code Compliance Director

SUBJECT: **Ordinance No. 04-O-2021-2022 Amending The City Code By Updating The Referenced Construction Codes and Standards To The Most Recent Editions - 1st Reading**

BACKGROUND: The City Code adopts by reference the International Building, Residential, Fire, Energy, and Mechanical Codes, as well as the Uniform Plumbing Code and National Electrical Code.

These codes are produced by the International Code Council, the National Fire Protection Association, and the International Association of Plumbing and Mechanical Officials. Each of these organizations updates their codes on a three year cycle.

At this time, City staff is proposing to update from the 2015 versions of the International Building, Fire, Residential, and Mechanical codes, as well as the Uniform Plumbing Code to the 2021 versions. The State of Iowa has adopted the 2012 International Energy code so we will follow suit. The National Electrical Code is on a different three year cycle and therefore we will be updating to the 2020 National Electrical Code.

Updating to the current code editions will bring the City into line with the codes adopted by the State of Iowa and other jurisdictions. Additionally, the City of Storm Lake is reviewed every three years by the Insurances Service Offices (ISO), which provides ratings for building departments which is then used for setting insurance rates. A City's ISO rating is also used by FEMA in responding to natural disasters. Adopting more current codes will help to maintain our current rating.

Adopting the most current codes is also important to keep pace with new materials and techniques in the industry as well.

The International Building Code regulates the construction of all commercial, industrial, and multifamily dwellings. The International Residential Code regulates the construction of one and two family dwellings and townhomes. The International Energy Code regulates the energy efficiency of structures. The International Mechanical Code provides the requirements for the installation of heating and cooling systems as well as kitchen hoods in commercial cooking operations. The Uniform Plumbing Code regulates the installation of plumbing, water heaters,, and gas piping in buildings as well as other similar items. The National Electrical Code regulates wiring in all structures.

A copy of the proposed Ordinance and the amendments is attached for your review.

FISCAL IMPACT: Legal fees and publication are estimated to be \$500.00

RECOMMENDATION: Pass on 1st reading September 20, 2021
Pass on 2nd reading on October 4, 2021
Pass on 3rd reading October 18, 2021

ATTACHMENTS:

Description	Type
□ Ordinance No. 04-O-2021-2022 - Proposed	Ordinance

ORDINANCE NO. 04-O-2021-2022

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 3; TITLE 5, CHAPTER 4, SECTIONS 3 AND 6; TITLE 5, CHAPTER 6, SECTION 2; TITLE 5, CHAPTER 9, SECTION 2; TITLE 7, CHAPTER 1, SECTIONS 1, 5, 6, AND; 7 AND TITLE 7; CHAPTER 2, SECTION 2 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY UPDATING BUILDING CODE, PLUMBING CODE, ELECTRICAL CODE, MECHANICAL CODE, HOUSING CODE, RESIDENTIAL BUILDING CODE, AND FIRE CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA THAT THE FOLLOWING CODE SECTIONS ARE AMENDED BY THE DELETION OF LANGUAGE INDICATED BY STRIKEOUT (—) AND BY THE ADDITION OF LANGUAGE INDICATED BY HIGHLIGHT (■):

Section 1. Section 5-2-2 is hereby amended to read as follows

5-2-2 Adoption Of Building Code

After published notice and public hearing as required by law, the International Building Code, 2015~~2021~~ Edition, and all provisions of the International Building Code Referenced Standards, 2015~~2021~~ Edition, referred to therein, published by the International Code Council, and commonly known as the International Building Code, are hereby adopted in full except for such portions as may hereafter be deleted, modified or amended.

An official copy of the International Building Code, 2015~~2021~~ Edition, as adopted by the City of Storm Lake, Iowa, and a certified copy of this Ordinance are on file in the office of the Building Official.

(A) In accordance with the provisions of said International Building Code, 2015~~2021~~ Edition, Section 109, Building Permit fees shall be based on the total estimated cost of construction, reconstruction or repair, specifically including the estimated cost for any mechanical improvements included, and excluding the estimated costs for any plumbing or electrical work involved. The fee shall be set by Council Resolution.

(B) Foundations: Notwithstanding the provisions of the International Building Code, 2015~~2021~~ Edition, the following provisions shall apply:

1. No application for a building permit may be granted with regard to the construction of any building (except private garages, carports, sheds, ag buildings, storage buildings, or warehouses) wherein the plans and specifications do not provide for a concrete foundation at least forty-eight inches (48") below grade, four (4) #4 horizontal re-rods continuous perimeter of structure, eight inches (8") thick, with a minimum concrete strength of three thousand (3,000) psi. These minimum specifications shall apply in all instances except as provided in subsection (B)2 of this Section.

2. In lieu of the requirements set out in subsection (B)1 of this Section, the following alternatives may apply:

a. Any accessory building, as defined in the Storm Lake Municipal Zoning Ordinance, with a total floor area of ~~six hundred (600) five hundred seventy six (576)~~ square feet or less, may provide for a foundation of a floating slab type, which foundation otherwise meets the support and strength requirements provided by the International Building Code.

(C) The provisions of Section 113.3 of the International Building Code are hereby amended by providing that elected officials of the City who are not full-time employees may serve on the Board of Appeals.

(D) Section 101.4.3 of the International Building Code shall be amended to state: "The Uniform Plumbing Code shall be the referenced Code used in conjunction with this code to the prescribed extent of each such reference."

(E) Delete Sections 101.4.1, 101.4.3, 101.4.4, and 101.4.6 of the International Building Code.

(F) Section 101.4.6 of the International Building Code shall be amended to state: "The provisions of the International Energy Conservation Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency."

Section 2. Section 5-3-3 is hereby amended to read as follows

5-3-3 Plumbing Code Adopted

After published notice and public hearing as required by law, the Uniform Plumbing Code, ~~2015 Edition~~2021 Edition, as published by the International Association of Plumbing and Mechanical Officials, but as adopted and amended from time to time by the ~~plumbing Plumbing and mechanical Mechanical~~ systems board in the Iowa Department of Public Health pursuant to Iowa Code Section 105.4(1)(a) and administrative rules issued pursuant thereto, is hereby adopted in its entirety as the Plumbing Code for the City, except as provided below in this section 5-3-3, and it is hereby incorporated by reference. All installations, repairs and alterations of plumbing within the City shall be made in conformance with the City's Plumbing Code and no permit shall be issued by the Plumbing Inspector for such a project if the plans and specifications are not in conformance with that Plumbing Code.

A copy of the Uniform Plumbing Code, as adopted and amended by the ~~Iowa plumbing Plumbing and mechanical Mechanical~~ systems board, shall be maintained in the office of the Building Official and shall be available for public inspection during all normal business hours.

Section 104.5 of the Uniform Plumbing Code relating to fees shall not apply in the City of Storm Lake, Iowa, including any schedules referred to by said Section. In lieu thereof, the applicant shall pay a fee as provided in Title 5, Chapter 3, Section 10.

Section 3. Section 5-4-3 is hereby amended to read as follows

5-4-3 Electrical Code Adopted

After published notice and public hearing as required by law, the National Electrical Code, 2014~~2020~~ Edition, as published and approved by the National Fire Protection Association but as adopted and amended from time to time by the electrical examining board within the division of state fire marshal of the Iowa Department of Public Safety pursuant to Iowa Code Section 103.6 and administrative rules pursuant thereto is hereby adopted as the Electrical Code for the City and it is hereby incorporated by reference. All installations, repair or replacement of electrical equipment within the City shall be made in conformance with the Electrical Code for the City and no permit shall be issued by the Electrical Inspector for such a project if the plans and specifications are not in conformance with that Code.

A copy of the National Electrical Code, 2014~~2020~~ Edition, as adopted and amended by the electrical examining board within the division of state fire marshal of the Iowa Department of Public Safety, shall be maintained in the office of the Building Official and shall be available for public inspection during all normal business hours.

Notwithstanding the provisions of the National Electrical Code, 2014~~2020~~ Edition, as adopted and amended by the electrical examining within the division of state fire marshal of the Iowa Department of Public Safety, the following provisions shall apply:

(A) All business buildings (either erected, altered or converted for such purpose), public buildings, schools, churches, oil stations, warehouses, bulk oil plants, institutional buildings, apartment houses and all buildings except dwelling houses of not more than two (2) families, shall be wired throughout with rigid conduit, armored cable, flexible steel conduit, metal raceway, electrical metallic tubing, or electrical non-metallic tubing in accordance with NEW requirements, provided, however, that armored cable or flexible steel conduit may be used only where it is impractical to use rigid conduit or electrical metallic tubing, and further provided that in remodeling work in the buildings above mentioned, metal surface raceway may be used in remodeling, where, in the opinion of the Electrical Inspector, it is impractical to install rigid conduit or electrical metallic tubing. However, in all structures having four (4) or more dwelling units, a feeder must be installed to each dwelling unit branch circuit panel and run in conduit or electric metallic tubing. Each individual dwelling unit may be wired in metallic armored cable (BX) or non-metallic sheath cable (Romex).

(B) Basements of all dwelling houses shall be wired in rigid conduit or electric metallic tubing with the same provision for the use of armored cable or flexible steel conduit as provided in the preceding paragraph, provided that where the entrance switch or panel is on a floor other than the basement, the conduit must be continuous from such switch or panel and connect to the basement conduit. The balance of buildings used as dwelling houses for not more than two (2) families and private garages may be wired with non-metallic sheathed cable.

(C) All sign boards or poster boards shall be wired in rigid conduit or electric metallic tubing.

Section 4. Section 5-4-6 is hereby amended to read as follows

5-4-6 Permits

No electrical equipment shall be installed within or on any building, structure or premises, publicly or privately owned, nor any alterations or additions made in existing equipment, without first securing a permit therefore from the Electrical Inspector except that a permit shall not be required to construct, maintain or install any of the following classes of electrical work:

- (A) Minor work and repairs where cost of material shall not exceed one hundred dollars (\$100.00).
- (B) The installation, alteration or repair of electrical equipment installed by or for any electrical supply agency, for the use of such agency, in the generation, transmission, distribution or metering of electricity.
- (C) Any work involved in the manufacturing, testing, servicing, altering or repairing of electrical equipment or apparatus, except that this exemption shall not include any permanent wiring.
- (D) Inspections and an electrical permit are not required if all of the following conditions apply:
 - 1. The installation is performed by a licensed Electrical Contractor, Residential Electrical Contractor or their employees.
 - 2. The installation does not in any way involve work within a new or existing switchboard or panelboard.
 - 3. The installation does not exceed 30 amps.
 - 4. The installation does not exceed 277 volts, single phase.

Section 5. Section 5-6-2 is hereby amended to read as follows

5-6-2 Adoption Of Mechanical Code

After published notice and public hearing as required by law, the International Mechanical Code, ~~2015~~2021 Edition, as published by the International Code Council, Inc., but as adopted and amended from time to time by the plumbing and mechanical systems board in the Iowa Department of Public Health pursuant to Iowa Code Section 105.4(1)(a) and administrative rules issued pursuant thereto is hereby adopted in full except for such portions as may hereafter be deleted, modified or amended.

An official copy of the International Mechanical Code, ~~2015~~2021 Edition, as adopted and amended from time to time by the plumbing and mechanical systems board in the Iowa Department of Public Health, and a certified copy of this Ordinance are on file in the office of the Building Official.

Notwithstanding the provisions of said International Mechanical Code, ~~2015~~2021 Edition, as adopted and amended by the plumbing and mechanical systems board in the Iowa Department of Public Health, the provisions of Section 106.5 relating to fees shall not apply including any schedules referred to by said paragraphs. In lieu thereof, the cost of the mechanical improvements shall be included with the other costs of building improvements subject to the Building Permit Fee Schedule required by Title 5, Chapter 2, Section 2 and therefore collected as a part of the building permit fee.

The provisions of Section 109 of the International Mechanical Code are hereby amended by providing at elected officials of the City who are not full-time employees may serve on the Board of Appeals.

Section 6. Section 5-8-8 is hereby amended to read as follows

5-8-8 CODE CITATIONS IN SUPPORT OF SUBSTANDARD BUILDING STANDARDS

The following references to substandard building standards set forth in Chapter 10 of the Uniform Housing Code and set out in the left column below shall be held to mean a condition which does not meet the standards set forth in the code section or sections set forth opposite that standard:

Substandard Building Standard Support Code Section

1001.2(1)	UHC 505.1, UPC 401.2 422.0
1001.2(3)	UHC 505.3, UPC 420.0
1001.2(5)	Definitions/Chapter 4, UHC
1001.2(6)	UHC 701.1, IBC 1204.1
1001.2(8) (Ventilation only)	UHC 504
1001.2(10)	UHC 504.4, UHC 701.2
1001.2(14)	UHC 1001.2, Section 3-2-2(d) Storm Lake City Code
1001.3(2)	UHC 1001.3, Tables 2308.4.2.1(1), 2308.4.2.1(2) IBC
1001.3(3)	UHC 1001.3, Tables 2308.4.2.1(1), 2308.4.2.1(2) IBC
1001.3(5)	Table 23805.1, 2308.4.1.1(1) and 2308.4.1.1(2) IBC
1001.3(7)	Tables 23807.1(1), 23807.1(2), and 2308.7.2(3) IBC
1001.3(8)	UHC 1001.3
1001.5	<u>Control Panel</u>
	Access IFC 605.3 IFC 603.4
	Labeled IFC 605.3.1 603.4.1
	Openings NEC 110.12(A)
	<u>Outlets</u>
	Covered NEC 406.6
	Open Wires/Splices IFC 605.6 603.2.2
	Extension Cords IFC 605.5 603.6
	Proper Overcurrent Protection NEC 310.15
	Electrical Service Sized To Loads Imposed NEC 230.23
1001.6	Plumbing Which Has Not Been Maintained In Good Condition UHC 1001.6
	Plumbing Which Has Cross Connections Or Siphonage Between Fixtures UPC 602.0
1001.7	Water Heaters and Boilers Which Do not have the Pressure Relief Valve Piped To Within 6" To The Floor UPC 608.5
	Fuel Fired Equipment Without A Shutoff Valve Installed in the Gas Piping Within 6' of the Appliance UPC 1212.6
1001.9	Buildings Not Designed For Occupancy UHC 1001.14
	Improper Number of Exits Provided For Occupancy Load IBC 1006
	Improper Storage Class I and II NFPA 30, Chapter 9.3.6 and 9.3.7

Flammable Containers IFC 5704.3.3
Smoke Detectors – IFC 907.2.11
Fire Alarm Systems - IFC 907.2.8
Fire Extinguishers - IFC 906

Section 7. Section 5-9-2 is hereby amended to read as follows

5-9-2 Adoption of Residential Building Code

Pursuant to published notice and public hearing as required by law, the International Residential Code, 20152021 Edition, published by the International Code Council, Inc. is hereby adopted in full except for such portions as may hereafter be deleted, modified or amended.

An official copy of the International Residential Code, 20152021 Edition, as adopted, and a certified copy of this Ordinance are on file in the office of the Building Official.

(A) In accordance with the provisions of said International Residential Code, 20152021 Edition, Section R108.2, building permit fees shall be based on the total estimated cost of construction reconstruction or repair, specifically including the estimated cost for any mechanical improvements included, and excluding the estimated costs for any plumbing or electrical work involved. The fee shall be set by Council Resolution.

(B) Foundations: Notwithstanding the provisions of the International Residential Code, 20152021 Edition, the following provisions shall apply:

1. No application for a building permit may be granted with regard to the construction of any building (except private garages, carports, sheds, ag buildings, storage buildings, or warehouses) wherein the plans and specifications do not provide for a concrete foundation at least forty-eight inches (48") below grade, four (4) #4 horizontal re-rods continuous perimeter of structure, eight inches (8") thick, with a minimum concrete strength of three thousand (3,000) psi. These minimum specifications shall apply in all instances except as provided in subsection (B)2 of this Section.
2. In lieu of the requirements set out in subsection (B)1 of this Section, the following alternatives may apply:
 - a. Any accessory building, as defined in the Storm Lake Municipal Zoning Ordinance, with a total floor area of ~~five hundred seventy six (576)~~ **six hundred (600)** square feet or less, may provide for a foundation of a floating slab type, which foundation otherwise meets the support and strength requirements provided by the International Residential Code, 20152021 Edition.
 - b. Buildings intended for residential use, as defined in the Storm Lake Zoning Ordinance, may provide for wooden foundations otherwise meeting the strength and support requirements established by the International Residential Code, 20092021 Edition.

(C) The provisions of Section R112.3 of the International Residential Code are hereby amended by providing that elected officials of the City who are not full-time employees may serve on the Board of Appeals.

(D) The following Chapters of the ~~2015~~2021 International Residential Code are hereby deleted: Chapters ~~44~~, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, (except 2904) 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 43

(E) Section R504, of the ~~2015~~2021 International Residential Code is hereby deleted.

(F) Amend Table R402.2: Insert 3,000, in place of 2,500, in the severe weathering potential column.

(G) Amend R102.4 to State: "The Codes and Standards referenced in this Code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Any reference made in regard to Plumbing, Mechanical, Electrical, or Fire Codes shall be in fact construed to mean the Uniform Plumbing, International Mechanical, and International Fire Codes, as well as the National Electrical Code. When differences occur between provisions of this Code, as adopted, and referenced codes and standards, the provisions of this Code shall apply.

(H) Subsections R313.1 and R313.2 of the ~~2015~~2021 International Residential Code are hereby amended by deleting said sections and inserting in lieu thereof the following:

The following structures shall be provided with automatic fire sprinkler systems installed in accordance section 2904 of the IRC, NFPA 13, NFPA 13R, NFPA 13D, or other systems listed and approved for installation in dwellings:

1. Any residential dwelling unit in which the gross square footage of the dwelling space(s), including all floor levels whether finished or unfinished and all basement areas whether finished or unfinished (exclusive of attached garage areas), that exceed 5,000 square feet.

2. Townhouse structures that contain more than 6 dwelling units.

3. Townhouse structures that exceed 14,000 square feet in gross floor area as determined above for dwelling units).

(I) Amend Chapter 11 (RE) of the 2021 International Residential Code to read as follows:

Chapter 11 (IRC) The provisions of the International Energy Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency.

Section 8. Section 7-1-1 is hereby amended to read as follows

7-1-1 Adoption Of International Fire Code

The City of Storm Lake, Iowa adopts the International Fire Code, ~~2015~~, 2021 Edition, and other Standards as may be referenced therein, published by the International Code Council, Inc., as adopted and amended from time to time by the state fire marshal in the Iowa Department of Public Safety pursuant to Iowa Code Sections 100.1(5) and 100.35 and administrative rules pursuant thereto, save and except such portions as are hereinafter deleted, modified or amended by Sections 7-1-5, 7-1-6, and 7-1-7 hereof. Such Code and Standards have been and are now filed in the office of the Building Official and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Chapter shall take effect, the provision thereof shall be controlling within the limits of the City.

Section 9. Section 7-1-5 is hereby amended to read as follows

7-1-5 Establishments Of Limits In Which Storage Of Liquefied Petroleum Gases Is To Be Restricted

Section 6101.1 of the International Fire Code shall be amended as follows: Storage of liquefied petroleum gas is restricted, ~~are hereby established as follows: Within the City limits of Storm Lake, Iowa with the exception of~~ in the City of Storm Lake to the Heavy Industrial (GI) Zoning District lying east of Geisinger Road and Flindt Drive and south of the abandoned railroad right-of-way.

Section 10. Section 7-1-6 is hereby amended to read as follows

7-1-6 Establishments Of Limits Of Districts In Which Storage Of Explosives And Blasting Agents Is To Be Prohibited

Section 5601.1, of the International Fire Code is amended to read as follows: Storage of explosives and blasting agents is prohibited within the City Limits of Storm Lake, Iowa.

Section 11. Section 7-1-7 is hereby amended to read as follows

7-1-7 Amendments Made In The International Fire Code

NFPA30, Flammable and Combustible Liquids Code is amended and changed in the following respects:

Reference Chapter 23.4 of NFPA30.

Location: A flammable or combustible liquid storage tank may be located underground, either away from or under a building, if such installation meets the requirements of this Section, except that no such installation can be made in any Residential District within the City.

Chapter 4.3.2.7 of NFPA 30A, as referenced by the International Fire Code shall have the following added:

Class I or Class II liquids shall not be dispensed into the fuel tank of a motor vehicle from above ground tanks with the exception that this subsection shall prohibit the dispensing of Class I or Class II liquids in the open from a fuel dispensing system supplied by an above ground tank or tanks, not to exceed a total of 6,000 gallons in capacity at any one location, which are located in areas of the City zoned light industrial (LI) or heavy industrial (GI) and intended for fueling vehicles used in connection with a business operated by the owner or lessee of the premises providing:

- a. An inspection of the premises and operations has been made and approval granted by the Storm Lake Fire Chief.
- b. The dispensing is done on premises which are not open to the public.
- c. The tank is safeguarded against collision, spillage and overflow, to the satisfaction of the Storm Lake Fire Chief.
- d. The tank system is listed or approved for such above ground use, and the longest dimension of each tank shall be the horizontal dimension.
- e. The tank complies with the requirements for emergency relief venting, and the tank and dispensing system the electrical classification requirements of the Code.
- f. The tank or tanks are not located within forty feet (40') from any building or any property line of a parcel of land not under the ownership or lease of the operator.
- g. The tank or tanks are not located within twenty feet (20') from any tanks used to store LP gas.
- h. The tank storage shall be located completely within a concrete bunker which shall surround the tank or tanks and appurtenances and have the capacity to hold 120% of the capacity of the tank or tanks. The said bunker must be at least 3,000 psi concrete, be watertight with drain plug installed, and shall otherwise comply with the provisions of NFPA 30, Flammable and Combustible Liquids Code or the comparable provisions of NFPA 30A, as appropriate.

SECTION 13. REPEALER: All ordinances or parts of ordinances of the City of Storm Lake, Iowa in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 14. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part thereof not adjudged invalid or unconstitutional.

SECTION 15. EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/20/2021

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, City Manager

SUBJECT: **Resolution No. 30-R-2021-2022 Setting a Public Hearing on Submission of an Application for a Community Development Block Grant (COVID-CV) City of Storm Lake Public Library**

BACKGROUND: The City Council of the City of Storm Lake desires to apply for Community Development Block Grant funding from the Iowa Economic Development Authority. The City has a need to make improvements to the Storm Lake Public Library to prevent the spread of Covid and other airborne diseases while allowing the Library to remain a key community facility for the residents of the City.

The public hearing regarding this application will be conducted by the City Council in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Wednesday, September 29, 2021 at 8:00 a.m.

FISCAL IMPACT: N/A

RECOMMENDATION: Move to approve Resolution No. 30-R-2021-2022 to set the public hearing in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on September 29, 2021 at 8:00 a.m.

ATTACHMENTS:

Description	Type
☐ Notice of Public Hearing	Backup Material
☐ Resolution No. 30-R-2021-2022	Resolution

PUBLIC HEARING NOTICE

The City of Storm Lake, Iowa, is hereby serving as Public Notice that on September 29, 2021, at 8:00 a.m., the City Council will hold a public hearing in the Council Chambers at City Hall, 620 Erie Street, Storm Lake, Iowa, to consider an application for a Community Development Block Grant (COVID-CV). The application will be used for a Library Improvements Project for the Storm Lake Library.

This meeting will be held to give residents information concerning the proposed grant application. Citizens are encouraged to attend and express their preferences about the proposed activities. Residents are able to provide comments in writing in advance of the meeting by email to cityclerk@stormlake.org or by mail to PO Box 1086, Storm Lake, IA 50588. Anyone having questions about this assessment or requiring special accommodations at the upcoming hearing may contact the City Clerk at 712-732-8000.

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

RESOLUTION NO. 30-R-2021-2022

**A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC
HEARING ON THE SUBMISSION OF A CDBG-CV APPLICATION FOR
THE CITY OF STORM LAKE, IOWA LIBRARY IMPROVEMENTS
PROJECT**

WHEREAS, the City Council of the City of Storm Lake desires to apply for Community Development Block Grant funding from the Iowa Economic Development Authority, and

WHEREAS, the City has a need to make improvements to the Storm Lake Public Library to prevent the spread of Covid and other airborne diseases while allowing the Library to remain a key community facility for the residents of the City, and

WHEREAS, the requirements of the CDBG application require the City to hold a public hearing to allow citizens the opportunity to be heard and provide comments on the submission of a grant application;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, IOWA, that a public hearing be conducted by the City Council in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Wednesday, September 29, 2021 at 8:00 a.m.

BE IT FURTHER RESOLVED, that the City Clerk shall give notice of said public hearing by publication of a notice in the Storm Lake Pilot Tribune and the Storm Lake Times at least once, not less than four (4) and not more than twenty (20) days before the meeting.

PASSED, APPROVED, AND ADOPTED this 20th DAY OF SEPTEMBER, 2021

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/20/2021

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, City Manager

SUBJECT: **Public Hearing for Memorial Lift Station Project Update**

BACKGROUND: The City was granted a Community Development Block Grant (CDBG) to add redundancy to the system to ensure that that we do not bypass into the lake or to cause 70% of the community to not have access to the wastewater system. As part of the Community Development Block Grant funds the City is require to have a public hearing for an update on the status of the City's Memorial Lift Station.

CITY OF STORM LAKE 2020 Storm Lake Memorial Lift Station Project

UPDATE PUBLIC HEARING ANNOUNCEMENTS

A. Funding of Activities and Sources of Funds.

This project is funded in part by Community Development Block Grant (CDBG) and DNR/SRF funds. The City was awarded a 2020 CDBG for \$600,000. To date, \$275,173 of the CDBG allocation has been expended. There is a local obligation of \$1,331,625 committed towards project costs. To date, \$601,888 has been expended.

B. Explain how the need for the activities was identified.

The need for the Memorial Lift Station Project is to upgrade aged systems and provide redundancy for the City's most critical lift station to prevent future catastrophic failure. The existing lift station is the primary lift station for 70% of the users in the community and failure of the lift station would result in loss of sewer service to a large portion of the residents including sanitary sewer backup, potential significant environmental pollution, and

the shutdown of critical employers.

C. Nature of and Status of the Activities.

The nature of the project involves the rehabilitation of the existing lift station components and the addition of redundant systems to ensure continuous operations.

Gridor Construction Inc is the prime contractor for the work on the project. Work on the project is approximately 44% complete.

There has been no change to the project beneficiaries as proposed in the application submitted to State for funding.

D. Announce the estimated portion of funds that will benefit low-and-moderate income persons.

The project will result in a City-wide benefit and based on the most recent US Census numbers 52.00% of the residents living in the community are of low-and-moderate income.

E. Announce where the activities are being conducted.

The project activities are taking place at the Memorial Lift Station which is located in the 1600 block of East 3rd Street.

F. Announce plans to minimize displacement of persons and businesses resulting of funded activities.

The project will not result in the displacement or relocation of any persons or businesses.

G. Announce plans to assist persons actually displaced.

Since this project will not result in the displacement or relocation of any persons or businesses, there are no plans being made to assist displaced persons.

FISCAL IMPACT:

n/a

RECOMMENDATION:

Open Public Hearing
Hear Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
 Public Notice	Backup Material

(NOTE: This needs to run once in local paper no less than 4 days, and no more than 20 days, prior to the Hearing. Thank you.)

PUBLIC NOTICE

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the City of Storm Lake is hereby providing Public Notice that on Monday, September 20, 2021 at 5:00 p.m., the City Council will hold a public hearing at City Hall. The purpose of the hearing will be to provide the public information concerning the progress, scope, budget and status of the City's Memorial Lift Station Project.

This project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority and DNR/SRF Funding.

If you have questions concerning the project, or if you require special accommodations to attend the hearing, such as handicapped accessibility or translation services, you may contact the City Manager at City Hall. Persons interested in the status of funding or the progress of the project, are welcome to attend this meeting or submit written comments to City Hall before the Hearing.

Program Contact: City Hall at 712-732-8000 or Program Administrators (Simmering-Cory) at (641) 355-4072.

Keri Navratil, City Manager

For legally required publications, the designated official newspaper for the City of Storm Lake is the Pilot Tribune Newspaper.

Staff Summary

9/20/2021

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 31-R-2021-2022 Approving Iowa Department of Transportation Agreement for Traffic Safety Improvement Program (TSIP) Funding**

BACKGROUND: The District is building a new early childhood center north of the Hope Evangelical Free Church. The Iowa Department of Transportation approved a turning lane, traffic light and rail signal at the intersection of HWY 110 and HWY 7.

Agreement Terms:

- The City will be the lead agency for carrying out the agreement and compelling the project
- Upon completion of the project, the City agrees to accept ownership and responsibility for all future maintenance, operations of the improvements.
- The Iowa Department of Transportation will contribute and estimated \$500,000 towards the project.

FISCAL IMPACT: Engineer's Estimated total cost- \$3,166,000
IDOT U-Step Funding - \$200,000
IDOT TSIP Funding- \$500,000
IDOT Safety Funding- \$900,000-Approve September 6, 2021

Local Share- \$1,766,000 which will be split with the Storm Lake School District per the 28 E Agreement.

RECOMMENDATION: Approve agreement and Resolution No. 31-R-2021-2022

ATTACHMENTS:

Description	Type
☐ Resolution No. 31-R-2021-2022	Resolution
☐ TSIP Contract	Contract

RESOLUTION NO. 31-R-2021-2022

A RESOLUTION APPROVING IOWA DEPARTMENT OF TRANSPORTATION AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP) FUNDING FOR THE PRIMARY ROAD PROJECT FOR THE INTERSECTION OF HIGHWAY 7 AND HIGHWAY 110 PROJECT.

WHEREAS, the Highway 7 and Highway 110 intersection has been identified as a location where vehicular safety and traffic flow are such that serious injury, including death, has occurred, and where additional traffic due to imminent new development will only increase the traffic flow and increase safety concerns; and,

WHEREAS, the improvements being designed in conjunction with Iowa Department of Transportation staff, City staff, the City's Project Engineer, and the Buena Vista County Engineer will improve the safety and flow of traffic at the intersection; and,

WHEREAS, the proposed improvements including the addition of turn lanes, railroad crossing improvements, and traffic signals will help reduce crashes, injuries, and deaths while improving traffic operations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Storm Lake, Iowa as follows:

SECTION 1. The City Council approves the agreement with Iowa Department of Transportation for Traffic Safety Improvement Program Funding.

SECTION 2. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED and APPROVED this 20th day of September, 2021.

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING**
(Site-Specific Improvement)

County	<u>Buena Vista</u>
Recipient	<u>Storm Lake</u>
Project No.	<u>CS-TSF-7422(619)--85-11</u>
Iowa DOT	
Agreement No.	<u>2022-TS-014</u>

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Storm Lake, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. H-2020-32 on December 8, 2020.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the Recipient to aid in the development of a certain traffic safety improvement project.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. Project Information

- a. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be the Local Systems Project Development Engineer and Western Region Local Systems Field Engineer. The Recipient's contact person shall be Keri Navratil, City Manager.
- c. The Recipient shall be responsible for the development and completion of the following described project located in the city of Storm Lake:

New traffic signal and widening of pavement to construct right- and left-turn lanes on Iowa 110 at Iowa 7. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

- d. Project-specific funding stipulations in order for the project to be considered eligible to receive TSIP funds include:

None.

2. Project Costs

- a. Eligible project costs for the project described in Section 1 of this agreement which are incurred after the effective date of commission approval shall be paid from TSIP funds and other funds as listed below, subject to the execution of a signed agreement:

TSIP funds: \$ 500,000

- b. The portion of the total project costs paid by TSIP shall not exceed the amount stated above or the actual cost of the TSIP eligible items, whichever is the lesser amount.

- c. If a letting is required, the project shall be let to contract before July 1, 2023, but no earlier than July 1, 2021. If a letting is not required, project activities shall be initiated prior to July 1, 2023. If any of these conditions are not met, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
- d. Project activities or costs considered eligible for TSIP funds are those required by, or integral to, the safety aspects of the project. Eligible activities include the following: (a) road modernization, upgrading or reconstruction; (b) intersection improvements; (c) right-of-way purchases; (d) drainage and erosion control measures; (e) traffic control devices; (f) traffic barriers and other roadside safety devices; and (g) removal of trees and other fixed objects.
- e. Project activities or costs considered ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to commission approval of funding; (b) routine maintenance of a road, street, bridge, culvert or traffic control device; (c) contract administration costs; (d) design and construction engineering and inspection, including construction survey; (e) utility construction, reconstruction, or adjustment, except as an integral part of a project; (f) sidewalks, shared-use paths or railroad-highway crossings, except as an integral part of a project; (g) maintenance or energy costs for traffic control devices or lighting; (h) aesthetic items such as brick pavers or decorative lighting/signal poles; and (i) expenditures for items not related to the roadway. For the purposes of this agreement, pavement patching is considered maintenance.
- f. If Federal highway funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP Funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP project. The Recipient shall comply with all requirements for the use of said funds.

3. Right of Way and Permits

- a. In the event that right-of-way is required for the project, said right-of-way shall be acquired in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. If the project impacts the Primary Road System, the Recipient shall submit preliminary right-of-way plans to the DOT's Right of Way Bureau for review and approval prior to the commencement of any acquisition. Additionally, if said right-of-way is for an improvement to the Primary Road System, it shall be acquired in the name of the State of Iowa.
- b. The Recipient shall be responsible for obtaining any permits, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, and/or other construction permits required for the project prior to the start of construction. Neither the approval of the TSIP application for funding nor the signing of this agreement shall be construed as approval of any required permit from the DOT.
- c. The Recipient shall be responsible for obtaining any environmental permits and approvals, when necessary, to comply with all environmental regulations.

4. Project Design

- a. The Recipient shall develop all project improvements using good engineering judgment. The Recipient shall use the DOT "Design Manual" on projects involving the Primary Road System and/or routes located on the National Highway System. Projects not on the Primary Road system shall use "A Policy on Geometric Design of Highways and Streets", (latest edition), by the American Association of State Highway and Transportation Officials. In all cases the "The Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as adopted pursuant to 761 Iowa Administrative Code, Chapter 130 shall apply.

5. Bid Letting

- a. If the project must be let for bids, then project plans, specifications and engineer's cost estimate for site specific improvements and/or traffic control devices shall be prepared and certified by a professional engineer licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other contract documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient.
 - i. If the Recipient lets the project, the plans, specifications and other contract documents for each division must be submitted at least ten weeks (traffic control devices) or fourteen weeks (site specific project) prior to the project letting of each division.
 - ii. If the project will be let through the Iowa DOT, project development submittals shall follow Local Systems I.M. 3.010. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- b. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- c. If the Recipient lets the project, then the Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B which is attached hereto and by this reference incorporated into this agreement.
- d. If the Recipient lets the project, then for portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The Recipient shall provide the DOT file copies of project letting documents within five (5) days after letting.
- e. The Recipient shall be the contracting authority for the project.

6. Construction and Maintenance

- a. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
- b. The Recipient shall be responsible for the daily inspection of the project, and the compilation of a daily log of materials, equipment and labor on the project.
- c. The Recipient shall maintain records, documents, and other evidence in support of work performed under the terms of this contract. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT or its designee at all reasonable times during the period of the contract and for three (3) years after the date of final payment. Reimbursement shall be based on eligible actual and indirect costs associated with performance of contract service work. The Recipient shall provide copies of said records and documents to the DOT upon request.

- d. The Recipient shall notify the DOT's contact person of the date that construction begins and the date that the project is substantially complete (i.e., when the road is re-opened to traffic).
- e. The Recipient shall require its contractors to permit the DOT authorized representative to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources.
- f. Upon project completion and prior to final reimbursement for the project, the Recipient shall furnish three sets of "as-built" plans for any portion of the project which is on or intersects any primary road or primary road extension to the DOT's contact person for future maintenance and road design purposes.
- g. If this project requires the installation of or modification to a traffic control signal system, the Recipient shall be responsible for all future ownership, maintenance, operation and energy costs of said installation or modification.
- h. The Recipient hereby certifies that, for a period of five (5) years following completion of the project and receipt of final payment from the DOT, there shall be no modifications in the geometric features, the construction features, or the access management features (including driveway design and location) of the project, nor shall there be any fixed objects or obstructions placed in any clear zone established in conjunction with this project without the prior written approval of the Traffic and Safety Bureau. Failure to comply shall be considered a default under the terms of this agreement.

7. Payments and Reimbursements

- a. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter 164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)). Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement. Reimbursement claims shall not be submitted until after July 1, 2021.
- b. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the construction costs or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld, if any.
- c. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the terms of this agreement. Final reimbursement of TSIP Funds shall be made only after the DOT accepts the project as complete.
- d. The Recipient shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the Recipient may be in default, for which the Department may revoke funding commitments.
- e. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare this agreement in default. The Recipient shall have thirty (30) days from date of mailing of notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten

(10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.

- f. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of TSIP Funds granted by this agreement through charges against the Recipient's road use tax funds.

8. General Provisions

- a. This agreement shall be considered to be in default if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations.
- b. To the extent allowed by law, the Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, or inspection of this project. To the extent allowed by law, this agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
- c. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- d. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the associated Federal regulations that implement these laws.
- e. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- f. This agreement is not assignable without the prior written consent of the DOT.
- g. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
- h. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- i. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
- j. This agreement, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2022-TS-014 as of the date shown opposite its signature below.

City of Storm Lake, Iowa:

By: _____ Date _____, 20____.

Title: _____

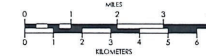
I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of the City was duly
authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on
the _____ day of _____, 20____.

Signed _____ Date _____, 20____.
City Clerk of Storm Lake, Iowa

Iowa Department of Transportation:

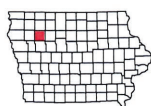
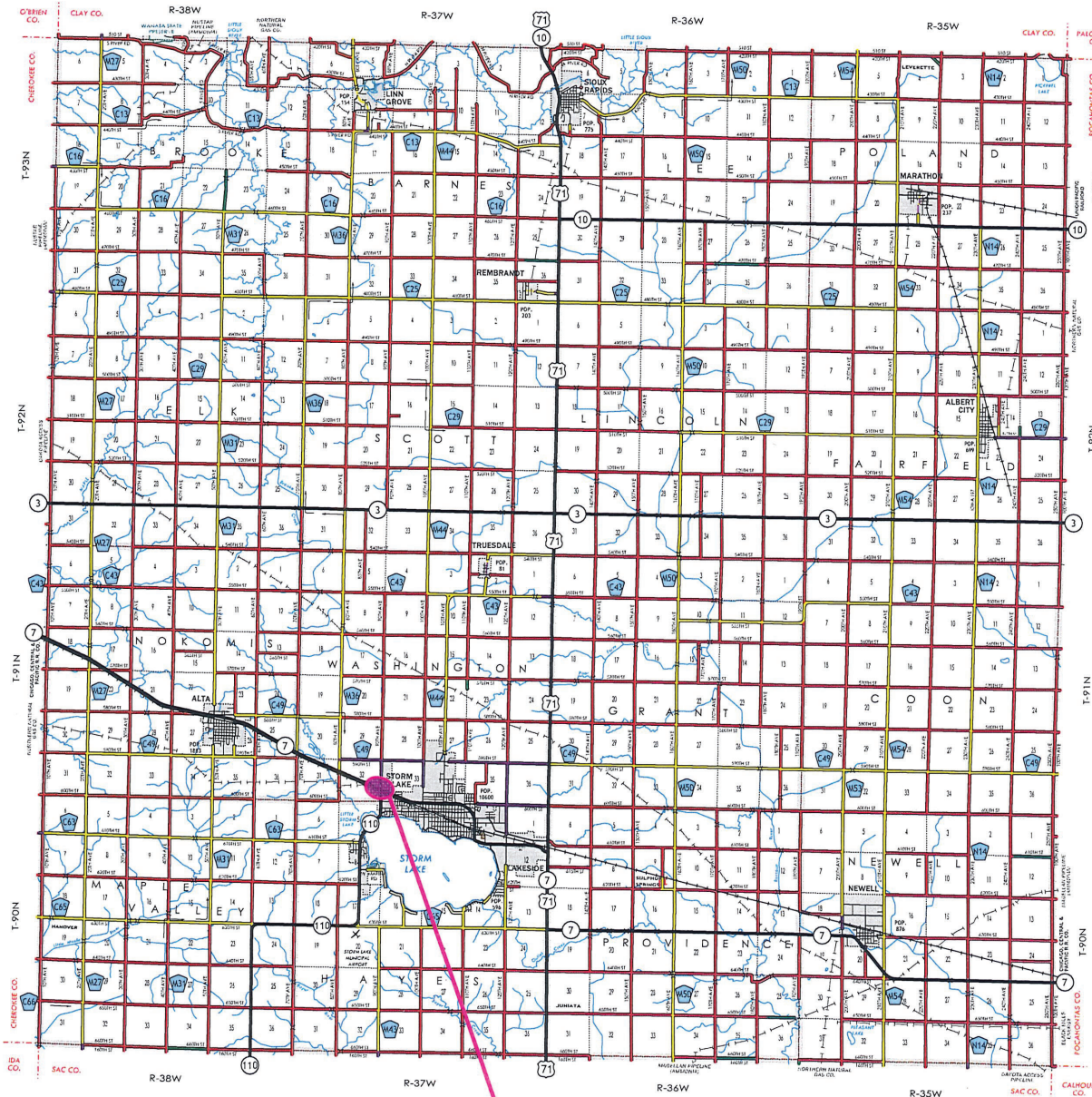
By: _____ Date _____, 20____.

Steve J. Gent
Director,
Traffic and Safety Bureau

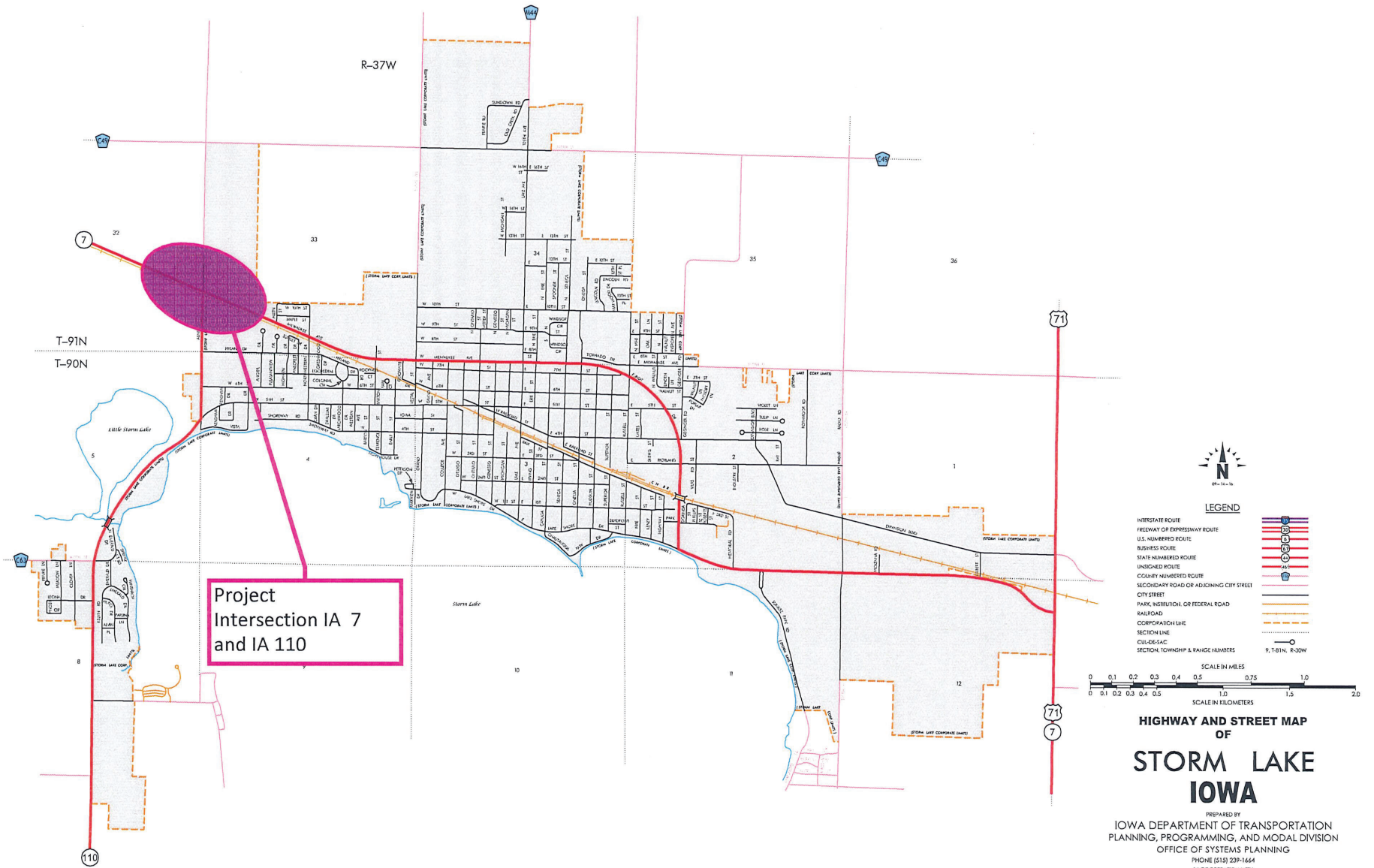


LEGEND

- INTERSTATE HIGHWAY
- PRIMARY HIGHWAY-DIVIDED
- PRIMARY HIGHWAY
- PORTLAND CEMENT CONCRETE ROAD
- ASPHALT ROAD
- BITUMINOUS ROAD
- GRAVEL ROAD
- GRAVEL ROAD
- GRAVEL ROAD
- INTERSTATE HIGHWAY
- UNITED STATES HIGHWAY
- STATE HIGHWAY
- COUNTY HIGHWAY
- RAILROAD
- RR CROSSING
- AIRPORT
- HYDROLOGY
- BRIDGE
- STATE BOUNDARY
- COUNTY BOUNDARY
- CORPORATE BOUNDARY
- TOWNSHIP LINE
- SECTION LINE
- ROAD NAMES
- UNINCORPORATED PLACE
- STATE PARKS
- STATE INSTITUTIONS
- FEDERAL LAND



Project
Intersection IA 7
and IA 110



SECTION C

CITY OF STORM LAKE
HWY 7 / IA 110 INTERSECTION
OPINION OF PROBABLE COSTS
Wednesday, August 12, 2020

No.	Item	Units	Unit Price	Safety	Non-Safety
1	EMBANKMENT-IN-PLACE	CY	\$22.00	2000	\$44,000
2	EXCAVATION, CL 10, RDWY+BORROW	CY	\$6.00	7500	\$45,000
3	SPECIAL BACKFILL	CY	\$33.50	1650	\$55,275
4	TOPSOIL, STRIP, SALVAGE+SPREAD	CY	\$6.00		4000
5	COMPACTION W/MOISTURE+DENSITY CONTROL	CY	\$1.50	1650	\$2,475
6	SPECIAL COMPACTION OF SUBGRADE	STA	\$560.00	10	\$5,600
7	GRANULAR SUBBASE	SY	\$8.00	7000	\$56,000
8	SUBGRADE STABILIZATION MATERIAL, Polymer Grid	SY	\$2.50	7000	\$17,500
9	PAVED SHLD, PCC, 6"	SY	\$50.00	2070	\$103,500
11	STD/S-F PCC PAV'T, QM-C CL 3, 10"	SY	\$60.00	4870	\$292,200
12	SURF, DRIVEWAY, CL A CR STONE	TON	\$30.00		100
13	RMVL OF CONC FOUNDATION OF LIGHT POLE	EACH	\$550.00		2
14	RMVL OF LIGHT POLE	EACH	\$475.00		2
15	CULV, CONC RDWY PIPE, 24"	LF	\$50.00		80
16	MANHOLE ADJUSTMENT, MAJOR	EACH	\$1,900.00		2
17	SUBDRAIN, LONGITUDINAL, (BACKSLOPE) 6"	LF	\$15.00		250
18	SUBDRAIN, LONGITUDINAL, (SHLD) 6"	LF	\$12.00		5000
19	RMVL+CRUSH OF PAV'T	SY	\$8.25		13600
20	DRIVEWAY, PCC, 6"	SY	\$60.00		170
21	RMVL OF PAVED DRIVEWAY	SY	\$10.00		170
22	RMVL/REINSTALL FENCE, FIELD	LF	\$15.00		300
23	LUMINAIRE, TOWER FLOODLIGHT	EACH	\$2,000.00	4	\$8,000
24	ELECTRICAL CIRCUIT	LF	\$15.00	400	\$6,000
25	HANDHOLE+JUNCTION BOX	EACH	\$1,100.00	5	\$5,500
26	CONTROL CABINET	EACH	\$10,300.00	1	\$10,300
27	RMV+REINSTALL SIGN	EACH	\$150.00		10
28	RMVL OF TYPE A SIGN	EACH	\$25.00		2
29	TRAFFIC SIGNALIZATION	LS	\$300,000.00	1	\$300,000
Subtotal:				\$952,000	\$1,337,000

Total Construction Costs \$2,289,000

Administrative Costs

Construction Contingencies 20%	\$	450,000
Prelim Engineering	\$	53,400
Design Plans And Specifications	\$	143,000
Funding Assistance	\$	15,000
Construction Contract Administration	\$	54,000
Resident Project Representative - Full Time	\$	162,000
Subtotal	\$	877,400

Funding		
U-STEP	\$	200,000
TSIP	\$	500,000
Local Share	\$	2,466,000

TOTAL OF FUNDING SOURCES \$ 3,166,000

TOTAL OPINION OF IMPROVEMENT COST \$ 3,166,000

EXHIBIT B
UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://iowaeconomicdevelopment.com/tsb>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

https://www.iowadot.gov/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date

Staff Summary

9/20/2021

Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 32-R-2021-2022 Approving Amendment to Developer's Agreement and Easement Agreement with Bloomfield Acres, LLC (Kading Properties)**

BACKGROUND: The Project, located at 1401 Polar Lane, 1404 Poplar Lane and parcel 1402131001, shall consist of the Developer constructing a housing project currently designed at consisting of 170 market-rate 3 bedroom leased housing units constructed in single family attached structures.

On March 15, 2021 City Coucil Approved the Developer's Agreement.

1. Construction of private drives, private storm sewer, and private sanitary lines connected to the City's infrastructure to be paid by the developer
2. The Developer will construct onsite watermains and maintain the water mains for the duration of the tax abatement period
3. Developer agrees to provide onsite management of the project and provide contact information to the City Clerk
4. Developer agrees to pave the unimproved section of for a driveway to be constructed off of 4th street.
5. Developer agrees to install sidewalks, trees and other landscaping pursuant to the City approved site plans
6. The Developer will share 50% in the cost up to \$40,000 for a 10 foot wide shared-use path along the railroad right of way that is adjacent to the development.

The City is responsible for installing the remainder of the shared use path from Geisinger Road to 4th Street within 5 years.

The City needs to compelte a small watermain extension near 4th Street and the new Sunrise Point Addition.

The expectation of this project is to extend the main from the last installed hydrant of the Sunrise Pointe project to the boulevard area within the right of way of 4th Street. Install two valves and a hydrant. Complete the pressure and bacteria tests and have the main in service. The estimated cost of the work is \$38,210.

Amended Agreement:

Since the work needs to be coordinated with Kading Development construction, the following solution was suggested.

The estimate for this project, including the engineering component, is \$38,210. Kading's contribution in the Development Agreement to the shared use path on the railroad right of way is set at \$40,000. The proposed Amendment would remove the contribution for the shared use path and the funds would be used for the watermain project.

No other items in the agreement will change.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution No. 32-R-2021-2022

ATTACHMENTS:

Description	Type
☐ Resolution No. 32-R-2021-2022	Resolution
☐ Proposed Project location	Backup Material
☐ Amendment to Developer's Agreement and Easement	Contract

RESOLUTION NO. 32-R-2021-2022

RESOLUTION APPROVING AMENDMENT TO MEMORANDIUM OF AGREEMENT AND EASEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF STORM LAKE, IOWA AND BLOOMFIELD ACRES, L.L.C. AND AUTHORIZING ITS EXECUTION

WHEREAS, Bloomfield Acres, L.L.C., an Iowa limited liability company (the “Developer”), desires to undertake the construction of a residential housing development (the “Development”) in the City of Storm Lake on land it has contracted to acquire subject to certain conditions and the City desires the Developer to do so because of a need for housing in the City;

WHEREAS, the City is willing to provide certain incentives to the Developer, including but not limited to the abatement of certain real estate taxes, and assist the Developer in certain ways to facilitate construction of the Development provided the Developer complies with the City’s conditions therefor;

WHEREAS, the City and Developer signed Memorandum of Agreement for Private Development Between the City of Storm Lake, Iowa and Bloomfield Acres, L.L.C. (the “Agreement”), on March 15, 2021;

WHEREAS, the City believes that Amendment to the Agreement is in the best interest of the City of Storm Lake and its residents.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Storm Lake, Iowa as follows:

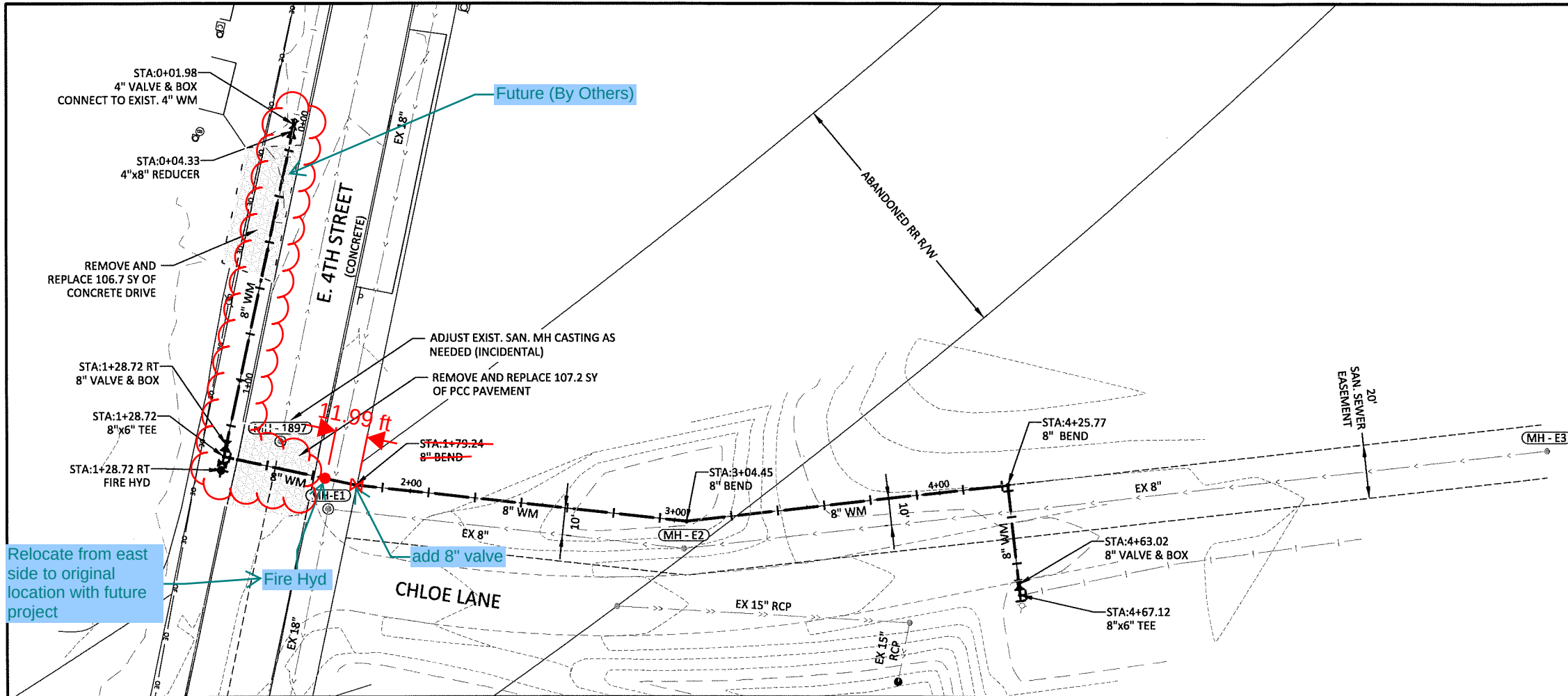
1. The amendment to the Agreement is hereby approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement.

PASSED AND APPROVED this 20th day of September, 2021.

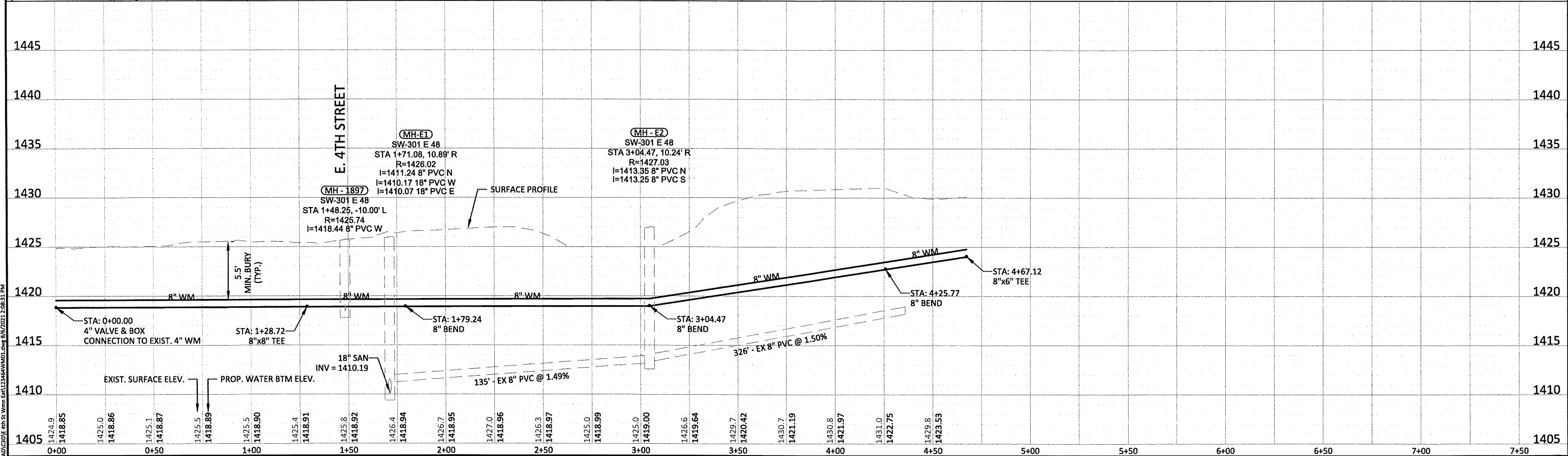
Michael Porsch, Mayor

ATTEST:

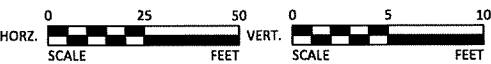
Mayra A. Martinez, City Clerk



- CONSTRUCTION NOTES:
1. WATER MAIN SHALL BE DR-18 MATERIAL.
 2. WATER MAIN CONSTRUCTION WILL INCLUDE JOINTS, THRUST BLOCKS, TRACER WIRE AND CONNECTIONS TO EXISTING WATER MAINS ARE CONSIDERED INCIDENTAL.
 3. TRACER WIRE SYSTEM SHALL BE 3M SPLICE KITS OR APPROVED EQUAL AND SHALL BE TERMINATED AT EACH WATER VALVE OR HYDRANT.
 4. CONTRACTOR SHALL COORDINATE TIME PERIOD FOR THE WATER MAIN CONNECTIONS AND SHUTDOWNS WITH THE CITY STAFF. CONTRACTOR SHALL PROVIDE A MINIMUM OF 24 HOURS NOTICE TO AFFECTED RESIDENTS PRIOR TO THE PLANNED SHUT DOWN AND WILL ADJUST THEIR SCHEDULE IF THERE IS A CONFLICT WITH BUSINESS OWNER OR RESIDENT THAT CANNOT BE RESOLVED.
 5. EXISTING VALVES SHALL BE OPERATED BY CITY STAFF ONLY.
 6. BEDDING CLASS SHALL BE P-1.
 7. ALL FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT, RESTRAINED JOINT WITH MEGALUG OR APPROVED EQUAL. POLYETHYLENE WRAP AND BEDDING MATERIAL IS CONSIDERED INCIDENTAL TO THIS ITEM.
 8. REFER TO SUDAS WM-201 FOR FIRE HYDRANT ASSEMBLY. MODEL SHALL BE APPROVED BY CITY OF STORM LAKE WATER DEPARTMENT.



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218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
RMC			
RMC			
JDL			
123464			

**AMENDMENT TO MEMORANDUM OF AGREEMENT FOR PRIVATE
DEVELOPMENT**

**Between the City of Storm Lake, Iowa and
Bloomfield Acres, L.L.C.**

Preparer Information: Philip E. Havens, 716 Lake Avenue, PO Box 426, Storm Lake, IA 50588; Telephone: (712) 732-7262

Taxpayer Information: Bloomfield Acres, L.L.C., 7008 Madison Avenue, Urbandale, IA 50322

Return Document to: Mayra Martinez, City Clerk, City of Storm Lake, Iowa, 620 Erie Street, Storm Lake, IA 50588

Grantor: City of Storm Lake, IA, c/o Mayra Martinez, City Clerk, 620 Erie Street, Storm Lake, IA 50588

Grantee: Bloomfield Acres, L.L.C., 7008 Madison Avenue, Urbandale, IA 50322

Property Description: See Pages 1 and 2

**AMENDMENT TO MEMORANDUM OF AGREEMENT FOR PRIVATE
DEVELOPMENT**

**Between the City of Storm Lake, Iowa and
Bloomfield Acres, L.L.C.**

This AMENDMENT TO MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT (the "Amendment") is made on or as of the _____ day of _____, 2021, by and between the CITY OF STORM LAKE, IOWA, a municipality (the "City"), and BLOOMFIELD ACRES, L.L.C., an Iowa limited liability company (the "Developer"), whose principal place of business is located at 7008 Madison Avenue, Urbandale, Iowa 50322.

Recitals

A. The City and the Developer entered into a Memorandum of Agreement for Private Development made on or as of March 15, 2021 (the "Agreement").

B. The City and the Developer wish to modify Section 2 of the Agreement by adding a new contribution, obligation and undertaking of Developer as new subsection (M) of Section 2 (relating to the water main construction and installation described below in this Paragraph B) and crediting the cost of such new contribution, obligation and undertaking against the cost of the obligation previously undertaken by Developer in subsection (I) of Section 2 (relating to the Developer bearing up to \$40,000.00 of the cost of a shared-use path). The City desires Developer, at Developer's expense, to grant the City an easement for a water main, construct and install a water main on the easement area that will connect the City's water system with the water system of the residential housing development being constructed by the Developer pursuant to the Agreement, which main will connect to the development's water system and which main will be dedicated to the City upon completion, which the City is willing to accept. The Developer is willing to assume this new obligation so long as subsection (I) of the Agreement is also modified to provide that Developer receives credit against the cost Developer is to bear under subsection (I) of Section 2 of the Agreement, which credit shall be in the amount of the cost of the construction and installation of the connecting water main Developer is to bear under new subsection (M) of Section 2. The City is willing to so modify subsection (I) of said Section 2.

C. The City and the Developer understand that the terms, provisions, and conditions of the Agreement shall remain in full force and effect except as modified by the Amendment provisions below.

Amendment Provisions

NOW, THEREFORE, in consideration of the above-stated recitals and the promises and assurances set forth below, the City and Developer agree as to amend the Agreement as follows:

1. Subsection (I) of Section 2 shall be amended to read as follows:

- I) The Developer will bear fifty percent (50%) of the cost, but not more than \$40,000.00 of such cost, for a ten-foot-wide shared use path along the railroad right-of-way that is adjacent to the Development; provided, however, that Developer shall receive credit against its obligation under this subsection (I) of Section 2 in the amount of the cost of the obligation it has undertaken in subsection (M) of Section 2. The path is anticipated to be around 11,000 square feet. The path may be used by residents of the Development and other members of the public alike.

2. The following new subsection (M) is inserted in Section 2 immediately following subsection (L) of Section 2:

- M) Upon the signing of the Amendment, the Developer, as soon as practical, shall grant the City a permanent easement in the form attached as Exhibit A to the Amendment. The Developer, at its expense, shall construct and install a water main in the easement area under the supervision and to the specifications of the City in accordance with existing plans for the water main project, which is estimated to cost \$38,210 including engineering fees. The Developer and the City each acknowledge having received a copy of such plans. The water main shall connect the Development's water system from the southeast corner of the Development's property (within the easement area) to the City's existing water system in the East 4th Street area. The water main, once constructed and installed, shall be dedicated by the Developer to the City, the City shall accept such dedication, and the City thereafter shall maintain the water main at the City's expense.

The City has executed this Amendment on the _____ day of _____, 2021.

The Developer has executed this Amendment on the _____ day of _____, 2021.

(seal)

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra A. Martinez, City Clerk

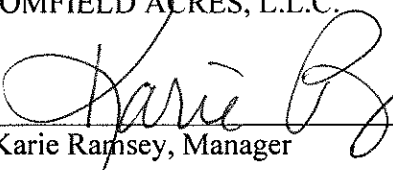
STATE OF IOWA, BUENA VISTA COUNTY

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Michael Porsch and Mayra A. Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

BLOOMFIELD ACRES, L.L.C.

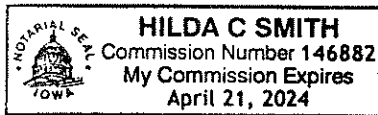
By:

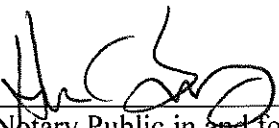

Karie Ramsey, Manager

STATE OF IOWA, POLK COUNTY

This record was acknowledged on the 16th day of September, 2021, by

Karie Ramsey, as Manager of Bloomfield Acres, L.L.C.




Notary Public in and for the State of Iowa

Return To: Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

Preparer: Philip E. Havens, Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

WATER MAIN EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2021, by and between Bloomfield Acres, L.L.C., herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

PERMANENT EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee, its successors and assigns a permanent easement for the purposes of laying, constructing, operating, inspecting, repairing, maintaining, replacing, substituting, relocating and removing a water main and appurtenances, for the transportation of water, in, over, under, across, and through the following described real estate in Buena Vista County, Iowa, to-wit:

(the "Easement Area").

SECTION II.

TERM

The rights granted herein shall be possessed and enjoyed by Grantee, its successors and

assigns so long as the water main constructed pursuant hereto shall be maintained and operated by Grantee, its successors or assigns.

SECTION III.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from Easement Area for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION IV.

RIGHTS OF GRANTOR

Grantor reserves the right to use and enjoy the Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on the Easement Area or to fence the whole or any part thereof.

SECTION V.

WATER MAIN DEPTH; TREATMENT AND RESTORATION OF SURFACE

Grantee agrees to bury the water main to a depth sufficient to avoid any interference with the normal uses which Grantor might make of Grantor's property. In the construction, reconstruction, maintenance and patrolling of the water main or the exercise of its other rights under this agreement, Grantee shall remove the topsoil from the Easement Area separately from the other materials removed by Grantee in such construction or in the exercise of other rights under this agreement, and shall replace said topsoil in the right of way upon completion of the water main or other work thereon. Following completion of the construction or other exercise of its rights under this agreement, Grantee shall restore the Easement Area as near to its condition before the construction

or other work as possible. Grantee further agrees that, after any restoration, the Easement Area shall be left free of any large stones, holes or piles of dirt, and the Easement Area shall be reseeded to grass, if necessary. With regard to such restoration following construction or other work permitted by this agreement, Grantee shall accomplish it so that the affected easement area is in as near as possible to the condition it was in before the construction or other work within a reasonable time after the completion of the construction of the water main or other work thereon.

SECTION VI.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the real estate described herein that is subject to the easement and has the right, title and capacity to grant said premises.

SECTION VII.

EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors or assigns of the parties hereto.

SECTION VIII.

JURISDICTION AND VENUE

The District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement Agreement. The City and the Grantor shall submit to the personal jurisdiction of such court and agree that the Iowa District Court for Buena Vista County shall be the exclusive venue for any litigation arising from or relating to this Easement Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in Storm Lake, Iowa,
on the day and year first above written.

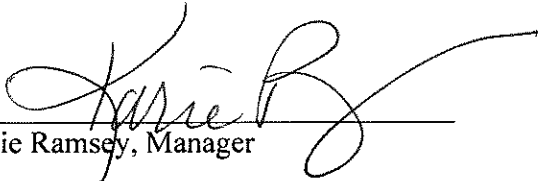
GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

BLOOMFIELD ACRES, L.L.C.

By: _____
Michael Porsch, Mayor

By:  _____
Karie Ramsey, Manager

ATTEST:

Mayra A. Martinez, City Clerk

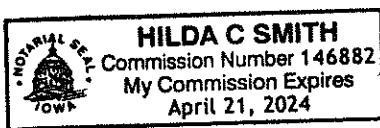
STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, 2021, by Michael Porsch
and Mayra A. Martinez, as Mayor and City Clerk of the City of Storm Lake, Iowa.

Notary Public for the State of Iowa

^{Polk}
STATE OF IOWA, COUNTY OF ~~BUENA VISTA~~

This record was acknowledged before me on September 16, 2021, by Karie
Ramsey, as Manager of Bloomfield Acres, L.L.C.





Notary Public for the State of Iowa

Staff Summary

9/20/2021

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:

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
1. Economic Development Organizations
2. DNR Update on Lake

FISCAL IMPACT: No Fiscal Impact at this time.

RECOMMENDATION: Concurrence for each item to be considered for a specified City Council Meeting work session or deny work session consideration for the following items:
1. None at this time