

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
MARCH 15, 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 1-408-418-9388 ACCESS CODE: 146 514 7318

BY COMPUTER:

<https://stormlake.webex.com/stormlake/j.php?MTID=mca24a1540d06a045350f9e1a3b1bcdbd>

- 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. Approve Consent Agenda
 - B. Buy Local Information
 - C. Motion Approving Tornado Classic Parking Request
 - D. Motion Approving Summit Church Noise Variance Request
- E. SLPD City Code Enforcement Summary
- 3. Unfinished Business
 - A. Resolution No. 39-R-2020-2021 Considering Iowa Department of Natural Resources Marina Operator Agreement
- 4. Setting A Public Hearing On A Proposed Text Amendment To The Storm Lake Zoning Ordinance
- 5. Motion Authorizing Approval of Contract with Federal Signal for FEMA Outdoor Warning Siren Project
- 6. Resolution No. 52-R-2020-2021 Approving Preliminary Official Statement for \$5,740,000

General Obligation Refunding Capital Loan Notes, Series 2021A; \$925,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B

7. **Public Hearing on FY 2021-2022 Budget**
8. **Resolution No. 53-R-2020-2021 Adopting FY 2021-2022 Budget**
9. **Public Hearing for Approving Developer's Agreement with Bloomfield Acres, LLC (Kading Properties)**
10. **Resolution No. 54-R-2020-2021 Approving Developer's Agreement with Bloomfield Acres, LLC (Kading Properties)**
11. **Motion to Approve the Use of Frank Starr Park for Soccer Tournaments**
12. **Motion to Approve Engagement Letter- Amendment No. 3 to the Urban Revitalization Plan**
13. **Public Hearing for the Expansion Boulevard Sanitary Sewer Rehabilitation Project Plans, Specifications, and Form of Contract**
14. **Resolution No. 55-R-2020-2021 Adopting Plans, Specifications, Form Of Contract, Estimate Of Cost, Bid And Award Contract For The Expansion Boulevard Sanitary Sewer Rehabilitation Project**
15. **Public Hearing for the 2021 CIPP Sanitary Sewer Improvements Project Plans, Specifications, and Form of Contract**
16. **Resolution No. 56-R-2020-2021 Adopting Plans, Specifications, Form Of Contract, Estimate Of Cost, Bid And Award Contract For The 2021 CIPP Sanitary Sewer Improvements Project**
17. **City Council Requested Items**
18. **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

3/15/2021

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

3/15/2021

Agenda Item # C.



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

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

3/15/2021

Agenda Item # A.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
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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 March 01, 2021 City Council Minutes
- Approve Renewal Liquor License for King's Pointe Waterpark and Sunrise Pointe Golf Course
- Approve the SLPD Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - - \$416,198.10
- King's Pointe & Sunrise Pointe Golf Course Bills: \$165,575.62

The City will receive the following revenues:

- Liquor License Renewal - \$1,690.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ Minutes - March 01, 2021	Minutes
☐ King's Pointe Liquor Application 2021	Application
☐ Sunrise Pointe Golf Course Liquor Application 2021	Application



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 03/04/2021 - 03/17/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Power Solutions, Inc	BVC	Generator Repairs	3,077.18
Buena Vista County Solid Waste	BVC	Recycling	252.72
	BVC Total:	3,329.90	
Contract/Agreement			
Bolton & Menk, Inc	Contract/Agreement	Final Design & Bidding Services	80,900.84
Reding's Gravel & Excavating Co., Inc	Contract/Agreement	Rock	1,775.18
I & S Group, Inc	Contract/Agreement	Construction Admin	847.50
Bolton & Menk, Inc	Contract/Agreement	Admin Services	883.00
Reding's Gravel & Excavating Co., Inc	Contract/Agreement	Scale Fees- February 2021	117.00
	Contract/Agreement Total:	84,523.52	
Local			
Storm Lake Industrial Corporation	Local	3rd Qtr Hotel/Motel Tax Disbursement	38,370.16
Star Energy, LLC	Local	Fuel	9,421.60
Alliant Energy	Local	Gas Services	8,227.72
Jim Bartholomew	Local	March 2021 Airport Contract	5,615.50
Rebnord Technologies, Inc	Local	IT Service Agreement	3,862.50
Storm Lake Hydraulics Co, Inc	Local	Cab Controls & Valve Sections	3,604.62
Philip E Havens	Local	February 2021 Legal Services	3,192.09
Holzhauser Ford Lincoln Storm Lake Inc	Local	P-9 Incident Repairs	3,053.52
Verizon Wireless Services LLC	Local	Cell Phone Service	2,847.18
Rebnord Technologies, Inc	Local	Security Camera Installation	2,074.85
Vanish LLC	Local	Towing Services	1,750.00
Long Lines	Local	Fax Line & Emergency Line Service	1,407.95
Edwards Storm Lake	Local	Fuel Injector Repairs	1,047.26
Garbage Hauling Service Inc	Local	Garbage Service	894.00
Storm Lake Hydraulics Co, Inc	Local	Valve Replacement	825.34
North Lake Truck Repair	Local	Transmission Leak Repairs	793.03
Vetter Equipment	Local	Caps	626.91
North Lake Truck Repair	Local	Break Repairs	589.36
Storm Lake Ace Hardware	Local	Supplies	510.19
Thermo King of Sioux Falls	Local	Fuel Pressure Repairs	497.19
Central Bank	Local	Services	394.69
Rebnord Technologies, Inc	Local	Distribution TV	384.75
The Storm Lake Times	Local	February 2021 Publications	305.60
Rust Publishing NWIA, LLC	Local	Advertising	272.85
Arnold Motor Supply, LLP	Local	Supplies	270.85
Storm Lake Hydraulics Co, Inc	Local	Supplies	213.00
Rebnord Technologies, Inc	Local	Toner	194.95
Stanton Electric, Inc	Local	Outlet Replacement	179.81
North Lake Truck Repair	Local	Filter	146.49
Qwest Corporation	Local	Phone Service	129.01
The Storm Lake Times	Local	Advertising	128.00
Graham Tire	Local	Tire Repairs	124.82
Rent-All, Inc	Local	Scaffolding Rental	121.00
Graham Tire	Local	Tire Repairs	120.00
Stanton Electric, Inc	Local	Ballast Changeout	100.22
Rust Publishing NWIA, LLC	Local	Advertising	77.52
A & A Automotive	Local	Serviced P-19	74.55
Visual Edge Inc	Local	Copier Maintenance Agreement	61.09
MidAmerican Energy Company	Local	Electric Service	60.18
Dennis R Julius	Local	February 2021 Entrance Mat Services	60.00
Visual Edge Inc	Local	Copier Maintenance Agreement	81.27
Stanton Electric, Inc	Local	Straps	32.40

My Buy Local_v1

Payment Date Range: 03/04/2021 - 03/17/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
Dennis R Julius	Local	Laundry Services	29.25
Storm Lake Hydraulics Co, Inc	Local	Supplies	28.86
Visual Edge Inc	Local	Copier Maintenance Agreement	24.00
O'Reilly Automotive Inc	Local	Wiper Blades	31.36
Iowa Office Supply Inc	Local	Ink	10.98
MidAmerican Energy Company	Local	X-Mas Light Services	10.00
McCrea Eneterprises	Local	Spackling	8.15
Iowa Office Supply Inc	Local	Ink Pad	6.61
MidAmerican Energy Company	Local	Final Electric Service- Xmas Lights	4.67
		Local Total:	92,897.90
Non-Local			
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	16,929.81
Iowa Public Employees	Non-Local	IPERS withholdings	14,433.04
Ahlers & Cooney, P.C.	Non-Local	Legal Services- Marina	13,170.41
EFTPS	Non-Local	Federal withholding taxes	24,786.58
Mississippi Lime Company	Non-Local	Lime	17,496.02
Treasurer State of Iowa	Non-Local	State withholding taxes	5,691.83
EFTPS	Non-Local	Federal withholding taxes	4,230.14
Ahlers & Cooney, P.C.	Non-Local	Legal Services- Marina	3,228.50
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	3,142.35
Chem-Sult, Inc	Non-Local	Chemicals	2,607.14
Tyler Technologies, Inc	Non-Local	Energov Software Support- Jan 2020 to June 21	1,990.56
Service Master by Rice	Non-Local	Library Cleaning- Less Tax	1,942.92
Kaleidoscope Marketing	Non-Local	City Marketing Contract- Landing Page/Video f	1,775.00
Linde Inc	Non-Local	Carbon Dioxide	1,614.46
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	1,272.99
Target Pest Control LLC	Non-Local	Pigeon Control Services	1,100.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	935.05
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
Van Meter Inc	Non-Local	Heater	742.71
Hallett Materials	Non-Local	Sand	740.98
Hach Company	Non-Local	Testing Supplies	738.67
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	734.00
Sioux City Newspapers, Inc	Non-Local	FY2021 Subscription- Library	684.00
Polk County Sheriff	Non-Local	Garnishment	552.81
Van Meter Inc	Non-Local	Meter	549.37
Rice Signs LLC	Non-Local	Signs	539.40
Access Technologies, Inc	Non-Local	Network Security Audit	500.00
Pitney Bowes Inc	Non-Local	Postage	500.00
Junior Library Guild	Non-Local	Books	492.10
Rice Signs LLC	Non-Local	Signs	474.00
Collection Services Center	Non-Local	Child Support payments	374.76
Mass Mutual	Non-Local	457 plan withholding	350.00
Brodart Co.	Non-Local	Books	336.51
Ahlers & Cooney, P.C.	Non-Local	Legal Services- Labor	300.00
Houchen Bindery, Ltd	Non-Local	Book Materials	291.10
Junior Library Guild	Non-Local	Books	280.00
Iowa Public Employees	Non-Local	IPERS withholdings	269.10
Tyler Technologies, Inc	Non-Local	EnerGov Licenses Jan 2020 to June 2020	250.00
Beck Engineering, Inc	Non-Local	Civil Engineering Services	245.00
Schumacher Elevator Company	Non-Local	Elevator Maintenance	220.67
Prime Media Acquisition Corp	Non-Local	Evidence Bags	157.04
Johnston Automotive & Industrial of Spenc	Non-Local	Oil	130.98
Ahlers & Cooney, P.C.	Non-Local	Legal Services- General	130.00
Demco, Inc	Non-Local	Tape	126.84
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	83.91
Ahlers & Cooney, P.C.	Non-Local	Legal Services- Labor	75.00
Cintas First Aid & Safety	Non-Local	First Aid Supplies	73.31
Martin's Flag Company Co, Inc	Non-Local	Flag	70.31

My Buy Local_v1**Payment Date Range: 03/04/2021 - 03/17/2021**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Iowa Stormwater Education Partnership	Non-Local	Erosion Control Webinar Registration	115.00
Ingram Library Services, Inc	Non-Local	Books	54.66
W. W. Grainger, Inc	Non-Local	Propeller	53.74
South Dakota Municipal League	Non-Local	Advertising	50.00
UnityPoint Clinic- Occupational Medicine	Non-Local	Testing Services	42.00
Salus LLC	Non-Local	Memberships	40.00
Midwest Tape, LLC	Non-Local	DVDs	37.48
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	80.20
Ingram Library Services, Inc	Non-Local	Books	16.98
Brodart Co.	Non-Local	Books	16.39
Northwest Iowa League of Cities	Non-Local	2/17/2021 Meeting Attendance	15.00
UPS	Non-Local	Shipping Services	13.69
Ingram Library Services, Inc	Non-Local	Books	23.71
Baker & Taylor, Inc	Non-Local	Books	11.66
Non-Local Total:		128,779.88	
Payroll/Refunds			
AFLAC	Payroll/Refunds	Aflac withholdngs	563.90
Custodian of Petty Cash- Jean Cashman	Payroll/Refunds	Postage	14.25
Payroll/Refunds Total:		578.15	
Grand Total:		310,109.35	

King's Pointe Resort

Claims Publication

From 2/26/2021 to 3/10/2021

Vendor	Description	Amount
1000bulbs.com	Supplies	\$55.72
ACCO Unlimited Corporation	Services	\$1,584.20
Alliant Energy	Utilities	\$522.13
American Hotel Register Company	Supplies	\$1,960.17
Authnet Gateway	Services	\$25.00
BevSpot	Services	\$377.80
Pepsi Beverages Company	Beverages	\$1,766.34
Buena Vista Regional Medical Center	Services	\$46.00
Cintas Corporation	Supplies	\$5,478.00
City of Storm Lake	Utilities	\$2,666.81
Continental Fire Sprinkler Company	Supplies	\$2,846.44
COUNSEL	Services	\$241.00
Daniels Filter Service	Supplies	\$241.52
David T. Stokes	Services	\$300.00
Doll Distributing	Beverages	\$957.45
ECOLAB	Supplies	\$2,404.70
Expedia, Inc.	Services	\$1,202.04
Fintech	Services	\$56.65
Garbage Hauling Service, Inc.	Utilities	\$238.84
Hcareers	Services	\$1,467.00
Heartland Payment Systems	Services	\$7,089.49
Hermel Wholesale	Food	\$654.94
Horwath Laundry Machinery Co.	Services	\$39.00
Hospitality Management Systems	Services	\$373.75
HyVee	Beverages	\$1,590.14
Iowa Sportsman	Advertising	\$350.00
Johnson Brothers	Beverages	\$685.90
KAYL/KKIA	Advertising	\$425.00
KTIV Television Inc.	Advertising	\$2,397.50
M3 Accounting Services	Services	\$744.76
Martin Brothers	Food	\$9,434.41
Mediacom	Utilities	\$472.90
Olsen Welding & Machine	Services	\$15.00
MidAmerican Energy	Utilities	\$10,584.20
National Utilities Refund LLC	Services	\$228.66
Nelson's Premix and Vet Supply	Supplies	\$206.24
Office Elements	Supplies	\$287.71
Pinnacle Communications	Services	\$202.50
Plumbing and Heating Wholesale, Inc.	Services	\$21.81
Sac County Newspapers Inc.	Advertising	\$82.95
Sceptre Hospitality Resources, LLC	Services	\$2,195.20
Schumacher Elevator Company	Services	\$1,112.10
Shift 4	Services	\$114.98
Silverware POS Inc.	Capital	\$16,683.90
Spencer Radio Group	Advertising	\$384.00
Steve's Window Service	Services	\$454.00
Storm Lake Ace Hardware	Supplies	\$153.91

Supplyworks	Supplies	\$40.63
Sysco Iowa, Inc.	Food	\$14,155.55
Verizon Wireless	Utilities	\$146.55
Vista Paints	Supplies	\$655.25
Wells Fargo Financial Leasing, Inc.	Services	\$235.18
W-O Payroll 3/3/21	Payroll	\$68,919.70
		<u>\$165,575.62</u>

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, MARCH 1, 2021, 5:00 PM. PARTICIPATION BY PHONE AT 1-408-418-9388 ACCESS CODE: 146 309 7532 OR IN PERSON

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

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, 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, King's Pointe Manager Michael Chowdhury, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez. and Staff Accountant Tyler Gibbins.

Media present: Dana Larsen – Pilot Tribune, Tom Cullen – The Times and Ryan Thompson – KAYL Radio.

Mayor Pro tem Ibarra called the meeting to order at 5:00 pm.

Pledge of Allegiance

Agenda - Moved by Council Member Smith to approve setting the Agenda as presented. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

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

Hear the Public - None at this time.

Consent Agenda - Moved by Council Member Smith to approve the Consent Agenda which includes list of bills Check #'s 76490 through 76545, EFT #'s 1768 through 1798, DFT #'s 1073 through 1097, King's Pointe and Sunrise Pointe disbursements, February 15, 2021 City Council minutes, acknowledge Library Board and Airport Commission February 2021 minutes, renewal liquor license for Lakeshore Café and Zimny's Bar & Grill, Tax Abatements for 712 Hickory Lane and 208 Lake Avenue, and the SLPD Code Enforcement summary. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

Unfinished Business -

Resolution No. 39-R-2020-2021 Considering Iowa Department of Natural Resources Marina

Operator Agreement - No actions were taken on Resolution No. 39-R-2020-2021 so this item remains tabled.

Radio Park Lift Station Project – Moved by Council Member Ramos to untable the unfinished item to approve Resolution No. 45-R-2020-2021 to accept bids, award and approve a contract with Christiansen Construction. Seconded by Council Member Smith. Roll call vote: All ayes. Motion carried.

Moved by Council Member Smith to adopt Resolution No. 45-R-2020-2021 to accept bids, award and approve a contract with Christiansen Construction of Pender, Nebraska for the Radio Park Lift Station project. Seconded by Council Member Rice. Roll call vote: All ayes. Motion carried.

Tom Graft with ISG was present for clarification of this Agenda item.

RESOLUTION NO. 45-R-2020-2021

RESOLUTION ACCEPTING BIDS, AWARDING BID AND APPROVING CONTRACT FOR THE CITY OF STORM LAKE RADIO PARK LIFT STATION IMPROVEMENTS PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Radio Park Lift Station Improvements Project described in the plans and specifications heretofore adopted by this Council on January 4, 2021, be and is hereby accepted and awarded, the same being the lowest responsible bid received for said work, as follows:

Contractor: Christiansen Construction Company From Pender, NE
Amount of Bid: \$458,028.00.00
Portion of Project: All

Section 2. That the construction contract and bond executed and insurance coverage for the construction of the Radio Park Lift Station Improvements Project, as described in detail in the plans and specifications 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: Christiansen Construction Company from Pender, NE
Date of Contract: March 1, 2021
Portion of Project: All

PASSED AND APPROVED this 1st day of March, 2021.

Jose Ibarra, Mayor Pro-Tem

ATTEST:

Mayra A. Martinez, City Clerk

Sunrise Pointe Golf Course Fees Revision - Moved by Council Member Smith to adopt Resolution No. 48-R-2020-2021 revising fees at Sunrise Pointe Golf Course. Seconded by Council Member Rice. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 48-R-2020-2021

RESOLUTION SETTING FINES AND FEES

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA that the following schedule of fees are approved and effective as of the date of this resolution.

<u>Administration</u>	<u>Fee</u>	<u>Code Section</u>	
Administrative Fee	\$30.00		
City Code Subscription (yearly)	\$50.00		
Garbage Truck Permits (per business)	\$100.00	3-1-5	
Insufficient Check Fee	\$30.00		
New Friends List	\$10.00		
Peddlers Transient Merchant Permit (1 Day)	\$25.00	4-3-6	
Investigation Fee	\$25.00	4-3-4	
Peddlers Transient Merchant Permit (1 Week)		\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4	
Transient Merchant Permit (28 days)	\$150.00		
Investigation Fee	\$25.00		
Solicitors Permit (per person)	\$2.00	4-3-6	
Solicitors Permit (principal) (1 day)	\$25.00	4-3-6	
Investigation Fee (per organization)	\$25.00	4-3-4	
Investigation Fee (per Individual soliciting)		\$5.00	
Solicitors Permit (principal) (1 week)	\$75.00	4-3-6	
Investigation Fee	\$25.00	4-3-4	
Investigation Fee (per Individual soliciting)		\$5.00	
Solicitors Permit (principal) (28 days)	\$150.00		
Investigation fee (per organization)	\$25.00		
Investigation Fee (per Individual soliciting)		\$5.00	
Taxi Permit (Business)	\$100.00	4-5-3	
Taxi Permit (per vehicle)	\$10.00	4-5-3	
Cancel Permit Fee	\$25.00		
Freedom of Information Requests (FOIA Request)			
Single Sided Copy 8.5x11	\$.30/page		
Duplex copy 8.5x11	\$.40/page		
Single Sided Legal	\$.35/page		
Duplex Legal copy	\$.45/page		
Single Sided Ledger (11x17)	\$.70/page		
Single Sided Ledger with Color Print	\$.90/page		
Duplex Ledger (11x17)	\$.80/page		
Duplex Ledger with Color Print	\$1.00/page		
Large Format Prints (one side only and in color)	\$8.00/page		
CD Cost (for requests that ask for the files digitally on a CD)	\$10.00		
Research Hourly Rate – per hour/per person		\$25.00	
Mailing Costs – 3 pages	\$1.00		
Mailing Costs – 50 pages	\$5.00		
Mailing Costs – 100 pages	\$10.00		
Special City Council Meeting	\$250.00		
Downtown Parking Space Rental Fees (specific lots)			
Per quarter (paid quarterly)	\$75.00		
Per six months (paid bi-annually)	\$112.50		
Annually (paid annually)	\$150.00		

Airport Hangar Rent (monthly fees)

Hangar A	\$75.00
12 Month Lease Discount Rate	\$65.00
Hangar B	\$75.00
12 Month Lease Discount Rate	\$65.00
Hangar C (VT)	\$400.00
Hangar D	\$92.00
12 Month Lease Discount Rate	\$80.00
Hangar E	\$110.00
12 Month Lease Discount Rate	\$95.00
Hangar F	\$156.00
12 Month Lease Discount Rate	\$135.00
FBO Stall	\$173.00
12 Month Lease Discount Rate	\$150.00
Daily Inside Storage/per night	\$30.00

Building Official

Central Business District Bench & Flower Pot Permit	\$25.00	
Driveway (Curb) Cut, Inspection & Marking Residential	\$150.00	
Driveway (Curb) Cut, Inspection & Marking Commercial	\$200.00	
ROW Temp Closure Permit	\$25.00	
Building Moving Permit (Per Bldg)	\$100.00	5-1-1
Demolition Permit	\$50.00	
Pool Inspection	\$20.00	8-8-11
Re-inspection Fee (after 1 per inspection)	\$35.00	
No Show Fee (per event)	\$50.00	
Rental Registration Fee – Yearly (July 1st – June 30th)		
Base Registration Fee (Structure and 1 unit)		\$15.00 5-8-9
Additional unit in excess of 1 (per unit)	\$7.00	5-8-9
Late Registration Fee	\$50.00	5-8-9
Property Maintenance Ordinance Appeal	\$150.00	Zoning Ord.
Variance Request	\$150.00	Zoning Ord.
Zoning Request	\$200.00	Zoning Ord.
Conditional Use	\$300.00	Zoning Ord.
Sub-Division Application Fee	\$300.00	
Sidewalk Repair Permit Fee	\$0	
New Construction Incentive		
Single Family Attached and Single Family Detached Dwelling	\$1.00	
(only valid from March 2, 2020 to Decemeber 31, 2020 with Council approval)		

Building & Sign Permit Fees

Building & Sign Permit <\$1,200	\$22.02	5-2-2
Building & Sign Permit \$1,200-2,000		5-2-2
\$22.02 + \$2.88 for each additional \$100.00 over \$1,200		
Building & Sign Permit \$2,001-25,000		5-2-2
\$45.06+ \$9.16 for each additional \$1,000.00 over \$2,000		
Building & Sign Permit \$25,001-50,000		5-2-2
\$255.74 + \$6.22 for each additional \$1,000.00 over \$25,000		
Building & Sign Permit \$50,001-100,000		5-2-2
\$411.24+ \$4.15 for each additional \$1,000.00 over \$50,000		
Building & Sign Permit \$100,001 or more		5-2-2
\$618.74+ \$3.61 for each additional \$1,000.00 over \$100,000		
Portable Sign Permit (14 days)	\$30.00	Zoning Ord.

Electrical Fees

For New Residences		5-4-9
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	
Triplex Dwelling	\$75.50	
4-Plex Dwelling	\$113.00	
Multi Units Between 5 and 12	\$156.75	
Over 12 Units	\$156.75 plus \$38.00 each over 12	
For New Commercial or Industrial Buildings		
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost		
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost		
Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost		
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost		
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost		
All over \$25,000.00 at \$1.50 per/\$1,000.00 of cost		

For Rewiring, Repairs or Alterations on Residence, Commercial and Industrial Buildings	
\$100.00 to \$150.00 electric contract \$6.75	
\$151.00 to \$200.00 electric contract \$8.00	
\$201.00 to \$250.00 electric contract \$9.25	
\$251.00 to \$300.00 electric contract \$10.50	
\$301.00 to \$350.00 electric contract \$11.75	
\$351.00 to \$400.00 electric contract \$13.00	
\$401.00 to \$450.00 electric contract \$14.25	
\$451.00 to \$500.00 electric contract \$15.50	
\$501.00 to \$1,000.00 electric contract \$23.00	
\$1,001.00 to \$2,000.00 electric contract \$28.00	
All over \$2,001.00 \$28.00 plus \$1.50 per \$100.00	

Plumbing Fees

For New Residences		5-3-10
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	

Triplex Dwelling	\$75.50
4-Plex Dwelling	\$113.00
Multi Units Between 5 and 12	\$156.75
Over 12 Units	\$156.75 plus \$38.00 each over 12

For New Commercial or Industrial Buildings

First \$5,000.00 at \$8.00 per/\$1,000.00 of cost
 Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost
 Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost
 Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost
 Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost
 All over \$25,000.00 at \$1.75 per/\$1,000.00 of cost

For Repairs or Alterations on Residence, Commercial and Industrial Buildings

\$100.00 to \$150.00 plumbing contract \$6.75
 \$151.00 to \$200.00 plumbing contract \$8.00
 \$201.00 to \$250.00 plumbing contract \$9.25
 \$251.00 to \$300.00 plumbing contract \$10.50
 \$301.00 to \$350.00 plumbing contract \$11.75
 \$351.00 to \$400.00 plumbing contract \$13.00
 \$401.00 to \$450.00 plumbing contract \$14.25
 \$451.00 to \$500.00 plumbing contract \$15.50
 \$501.00 to \$1,000.00 plumbing contract \$23.00
 \$1,001.00 to \$2,000.00 plumbing contract \$28.00
 All over \$2,001.00 \$28.00 plus \$1.50 per \$100.00

Campground

Class A Site \$30.00
 (Lake View, Patio, Water, Sewer, Electric, Cable TV, Fire Pit)

Class C Site \$28.00
 (Lake View, Patio, Water, Sewer, Electric, Fire Pit)

Class E Site \$25.00
 (Water, Sewer, Electric)

Class F Site \$20.00
 (Electric)

Glass G Site \$12.00
 (Tent)

Long Term Stay Rate

Limited to Long Term Stay slots which include Water, Sewer, Electric
 Minimum 30 day stay paid in advance – 10% off

Extra Vehicle Parking (if space available) \$5.00

Non-Campers Dump Station (per event)	\$5.00
Non-Camper Shower (per shower)	\$5.00

Fire Department

False Alarm Fee (after 1)	\$150.00	4-7-16
Liquor License Inspection Fee	\$50.00	
Fireworks Display (Mortar sizes from 1-3 inches)	\$150.00	
Fireworks Display (Mortar size larger than 3 inches)	\$250.00	
Emergency Response and/or Cleanup of Material (per hour)		
Large Fire Apparatus	\$150.00	
Fire Commander Vehicle	\$75.00	

Golf Course

Single Season Pass	\$275.00	\$325.00
Family Season Pass - Family: Two or more persons (one of whom is the householder) related by birth, marriage, or adoption, living together and sharing common living, sleeping, cooking, and eating facilities within and individual housing unit as defined by the Storm Lake Zoning Code.)	\$550.00	\$600.00
College Season Pass	\$149.00	
Junior Season Pass (12-17 and Under)	\$50.00	
Electric Cart Storage	\$275.00	\$300.00
Gas Cart Storage	\$225.00	\$285.00
Locker Rent/yr	\$20.00	
Golf Club Rental	\$10.00	
Trail Fee (per day)	\$10.00	
Pull Cart Rental	\$3.00	
Pull Cart (year)	\$65.00	
Trail Fee (year)	\$150.00	\$170.00
10 Round Punch Card	\$125.00	
Discount Tickets – per 9 holes (sold in advance with minimum quantity of 50)	\$10.00	
Weekday 9 Holes	\$15.00	
Weekday 18 Holes	\$20.00	
Weekend 9 Holes	\$20.00	
Weekend 18 Holes	\$25.00	
Cart Rental 9 Holes	\$10.00	\$15.00
Cart Rental 18 Holes	\$20.00	\$25.00
Yearly Cart Rental	\$325.00	
Hall Rental – Off Season Rate	\$300.00	\$320.00
Hall Rental – Peak Season Rate (Memorial Day to Labor Day)	\$400.00	\$250
Bar Set-Up Fee	\$100.00	
Hall Rental - Friday Setup Fee (Valid only after 5:00 pm Friday with following Sat. rental)	\$100.00	
Hall Rental (weekday 4hrs or less)	\$100.00	

Group Golf Rates

As Set by the Following Table

# Rounds per Event	9 Holes	18 Holes
0-25	Regular Rate / Round	Regular Rate / Round
26-50	\$12.00 / Round	\$15.00 / Round
51-99	\$9.00 / Round	\$10.00 / Round
100+	\$8.00 / Round	\$9.00 / Round

Police

Administrative Fee	\$30.00		
Alarm Business Permit Application	\$75.00	4-7-6	
Alarm Business Permit Renewal	\$75.00	4-7-9	
False Alarm Equip Malfunction (after 3)	\$75.00	4-7-16	
False Alarm	\$75.00	4-7-16	
Building Escorts (per car)	\$75.00	5-1-3	
Cat License – Not Neutered/Spayed (per year)		\$20.00	8-4-2
Neutered/Spayed (per year)	\$10.00		
Dog License – Not Neutered/Spayed (per year)		\$20.00	8-3-2
Neutered/Spayed (per year)	\$10.00		
Fingerprinting	\$10.00		
Impound/Storage Fee (per day)	\$30.00	8-6-5	
Impound Storage Fee – felony related (per day)		\$50.00	
Parking Fine	\$15.00	9-11-4	
Police Escort Fee – per hour, per unit	\$75.00	5-1-3	
Emergency Response and/or Cleanup of Material (per hour)			
Police Vehicle (per vehicle)	\$75.00		

King's Pointe Outdoor Aquatic Center

Family Season Pass	\$275.00
(up to 5 family members can be included on Pass, Children 4 and under need not be on pass, as they are free.)	
Up to 4 additions of children 5-12 years old @\$55 each	
Single Season Pass (children and adults)	\$150.00
Adult BV Resident Daily Pass (Age 12+)	\$8.00
Child BV Resident Daily Pass (Age 5-11)	\$5.00
Children (Age 5-11) Standard Pricing	\$12.00
Adults (Age 12+) Standard Pricing	\$15.00
4 and under	free
Twilight Pricing (after 3:00)	
Age 12+	\$7.50
Age 5-11	\$6.00
Age 0-4	free
Land Lovers	\$5.00
Swim Lessons	\$40.00

Roadway Maintenance

Street Cuts & Replacement - Half Street	\$800.00
Street Cuts & Replacement Full Street	\$1600.00

Sewer

Sewer Svc Permit & Connection Fee	\$150.00	3-2-4
Private Wastewater System Permit	\$50.00	3-2-3

Shelter House

Rental Fee - Mon. – Thurs., per side	\$55.00
Rental Fee - Fri., Sat., & Sun., per side	\$80.00
Damage Deposit – per side	\$100.00
AWAYSIS Pavilions – per time slot (3 times available)	\$25.00
Frank Starr Park Open Shelter – per time slot (2 times available)	\$50.00
Campground Open Shelter – per time slot (2 time slots available)	\$50.00
AWAYSIS Great Lawn – per day	\$200.00
Band Shell – per day	\$25.00

Water

Door Tag Fee	\$20.00	3-5-3
Meter Testing Fee (within 2%)	\$50.00	3-4-20
Shut Off – 8 AM to 3 PM	\$50.00	3-4-19 & 3-5-3
Shut Off – After 3 PM	\$75.00	3-4-19 & 3-5-3
Water Svc Permit & Connect Fee	\$150.00	3-4-5
Water Tapping Fee (per inch)	\$65.00	3-4-5
Outside City Limits Hook-up Fee	\$1,500.00	3-4-6
Combined Utility Deposit	\$160.00	
Bulk Water Sales Access Card	\$10.00	

PASSED AND APPROVED this 1st day of March, 2021.

Jose Ibarra, Mayor Pro Tem

ATTEST:

Mayra A. Martinez, City Clerk

Sunrise Pointe Golf Course Reciprocal Policy - Moved by Council Member Rice to adopt Resolution No. 49-R-2020-2021 approving Sunrise Pointe Golf Course Reciprocal Policy. Seconded by Council Member Smith. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 49-R-2020-2021

**RESOLUTION APPROVING THE SUNRISE GOLF GOURSE RECIPROCAL POLICY AND
WAIVING GREEN FEES FOR THE RECIPROCAL MEMBERS.**

WHEREAS, the City of Storm Lake owns the Sunrise Golf Course; and

WHEREAS, the City of Storm Lake desires to increase the number of rounds of golf played annually at the course; and

WHEREAS, the City of Storm Lake welcomes the opportunity to showcase the golf course to players from other courses in the Midwest Iowa; and

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

To approve waiving fees for golfers from participating courses visiting Sunrise Pointe Golf Course covered in the Sunrise Golf Course Reciprocal Policy.

PASSED AND APPROVED this 1st day of March, 2020.

Jose Ibarra, Mayor Pro-Tem

ATTEST:

Mayra A. Martinez, City Clerk

Workforce Housing Tax Incentive Program - Moved by Council Member Ramos to adopt Resolution No. 50-R-2020-2021 supporting Workforce Housing Tax Incentive program for Bloomfield Acres, LLC. Seconded by Council Member Smith. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 50–R-2020-2021

A RESOLUTION IN SUPPORT OF A WORKFORCE HOUSING TAX INCENTIVE APPLICATION TO BE SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IDEA) BY BLOOMFIELD ACRES, LLC FOR A HOUSING PROJECT IN STORM LAKE, IOWA

WHEREAS, Bloomfield Acres, LLC plans on a \$17,500,000 capital investment for a housing development located on 1401 Poplar Lane, 1404 Poplar Lane and parcel 1402131001; and

WHEREAS, the project consists of 170 market-rate 3 bedroom leased housing units constructed in single family attached structures; and

WHEREAS, the insufficient housing market has impacted recruitment and retention of employees; and

WHEREAS, a comprehensive needs analysis stated there is demand for over 600 general occupancy units through 2025; and

WHEREAS, the project will address the critical need for housing in Storm Lake, and

WHEREAS, the project will add new assessable tax valuation to Storm Lake;
and

WHEREAS, the City of Storm Lake will assist the project by providing tax abatement of 100% for ten (10) years; and

WHEREAS, Bloomfield Acres, LLC intends to submit an application for Workforce Housing Tax Incentive through the Iowa Economic Development Authority; and

WHEREAS, the City of Storm Lake is a duly recognized political subdivision of the State of Iowa action under the laws of the State of Iowa; and

WHEREAS, the City Council is the duly elected governing body of Storm Lake, Iowa; and

IT IS HEREBY RESOLVED by the City Council of Storm Lake Iowa as follows:

1. The City Council is in full support of the opportunity to promote housing development in Storm Lake, Iowa and fully supports the Application for Workforce Housing Tax Incentives.
2. City staff is authorized to assist in the preparation of the application and related materials deemed necessary.

PASSED AND APPROVED this 1st day of March, 2021.

Jose Ibarra, Mayor Pro Tem

ATTEST

Mayra Martinez, City Clerk

Developer's Agreement with Bloomfield Acres, LLC (Kading Properties) - Moved by Council Member Ramos to adopt Resolution No. 51-R-2020-2021 setting a Public Hearing for approving developer's agreement with Bloomfield Acres, LLC (Kading Properties). Seconded by Council Member Smith. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 51-R-2020-2021

RESOLUTION SETTING A PUBLIC HEARING TO APPROVE DEVELOPER'S AGREEMENT WITH BLOOMFIELD ACRES, LLC (KADING PROPERTIES)

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

That the City Council hereby authorize setting the public hearing for the approval of a Developer's Agreement with Bloomfield Acres, LLC (Kading Properties) for March 15, 2021 at 5:00 pm at City Hall Council Chambers.

PASSED AND APPROVED this 1st day of March, 2021.

Jose Ibarra, Mayor Pro-tem

ATTEST:

Mayra A. Martinez, City Clerk

2021 Season Slip Rental Fee for the Storm Lake Marina - Moved by Council Member Rice to approve slip rental fees at the Storm Lake Marina for the 2021 season. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

Fiscal Year 2021-2022 Budget - Moved by Council Member Smith to approve setting March 15, 2021 at 5:00 pm at City Hall Council Chamber for a Public Hearing for Fiscal Year 2021-2022 Budget. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

Oneida Street Reconstruction Phase 2 Project - Moved by Council Member Rice to approve the FY2022 FAST Act application for Oneida Street Reconstruction Phase 2 project. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

City Council Requested Items - None at this time.

Adjourn - Moved by Council Member Rice to adjourn at 5:42 pm. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Applicant License Application (LB0002003)

Name of Applicant: <u>City of Storm Lake</u>		
Name of Business (DBA): <u>King's Pointe Waterpark Resort</u>		
Address of Premises: <u>1520 E. Lakeshore Drive</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business	<u>(712) 213-4500</u>	
Mailing	<u>PO Box 1086</u>	
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name	<u>Keri Navratil</u>		
Phone:	<u>(712) 732-8000</u>	Email	<u>cityhall@stormlake.org</u>

Classification Class B Liquor License (LB) (Hotel/Motel)

Term:12 months

Effective Date: 04/01/2021

Expiration Date: 03/31/2022

Privileges:

Catering Privilege

Class B Liquor License (LB) (Hotel/Motel)

Outdoor Service

Sunday Sales

Status of Business

BusinessType:	<u>Municipality</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Michael Porsch

First Name:	<u>Michael</u>	Last Name:	<u>Porsch</u>	
City:	<u>Storm Lake</u>	State:	<u>Iowa</u>	Zip: <u>50588</u>
Position:	<u>Mayor</u>			
% of Ownership:	<u>0.00%</u>	U.S. Citizen:	<u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Scottsdale Insurance Company</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application (LC0030489)

Name of Applicant: <u>City of Storm Lake</u>		
Name of Business (DBA): <u>Sunrise Pointe Golf Course</u>		
Address of Premises: <u>1528 Lakeshore Dr</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business	<u>(712) 213-4500</u>	
Mailing	<u>PO Box 1086</u>	
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Keri Navratil</u>	
Phone: <u>(712) 732-8000</u>	Email <u>cityhall@stormlake.org</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 04/01/2021

Expiration Date: 03/31/2022

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Municipality</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Keri Navratil

First Name: <u>Keri</u>	Last Name: <u>Navratil</u>	
City: <u>Storm Lake</u>	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>City Manager</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Michael Porsch

First Name: <u>Michael</u>	Last Name: <u>Porsch</u>	
City: <u>Storm Lake</u>	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>Mayor</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Scottsdale Insurance Company</u>

Insurance Company: Scottsdale Insurance Company

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Staff Summary

3/15/2021

Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: Buy Local Information

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

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

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

area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here)

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

FISCAL IMPACT:

Breakout	Calculated Expenses
Buena Vista County	\$ 3,329.90
Contract/Agreement	\$ 84,523.32
Local	\$ 92,897.90
Non- Local	\$ 128,779.88
Payroll/Refunds/Pyrl Tax & Ins	\$ 106,667.10
Total Expenses	\$ 416,198.10
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
 Project Activity Report	Financial Report

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...	1,195,689.00	0.00	1,134,312.96	0.00	1,134,312.96	61,376.04
01112-0020	10th & Ontario StormWater Improvem...	1,753,734.33	-0.48	1,752,287.45	0.00	1,752,287.45	1,446.88
01112-0021	4th & Oats StormWater Improvements	938,841.70	2,472.23	806,895.07	0.00	806,895.07	131,946.63
16-19284	4th & Bartion Storm Water Improvemen...	751,002.10	15,243.95	705,450.87	0.00	705,450.87	45,551.23
18-CF-004	United Community Health Service Center	600,000.00	0.00	458,305.60	0.00	458,305.60	141,694.40
19-22797	Memorial Lift Station Improvements	2,480,755.00	0.00	272,819.94	0.00	272,819.94	2,207,935.06
35665	1st & Mae Street	764,059.53	-2,532.27	762,612.66	0.00	762,612.66	1,446.87
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	0.00	408,859.48	0.00	408,859.48	1,446.87
A21.117315	Casino Lift Station Ordor Control Impro...	262,403.64	0.00	262,403.64	0.00	262,403.64	0.00
P11.106893	Richland Street Rehabilitation	549,149.30	0.00	540,222.55	0.00	540,222.55	8,926.75
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
P11.115917	Memorial Park Water Quality	48,388.53	0.00	48,388.53	0.00	48,388.53	0.00
P11.117908	Michigan Street Parking Lot Reconstruct...	409,297.00	0.00	439,080.90	0.00	439,080.90	-29,783.90
P11.118940	Oneida Street Reconstruction from RR t...	2,439,962.12	87,141.50	239,307.68	5,096.00	244,403.68	2,195,558.44
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	176,886.83	29,664.84	206,551.67	1,217,078.33
P11.120478	Tulip Lane SW Improvements	513,049.50	9,680.19	398,774.83	520.00	399,294.83	113,754.67
P11.120650	2020 Expansion Blvd Improvements	861,088.10	34,443.52	477,540.35	10,355.00	487,895.35	373,192.75
P11.122266	7th Street Sanitary Sewer Lining	79,192.80	79,192.80	33,789.00	20,932.50	54,721.50	24,471.30
T51.119823	Runway 13/31 & Taxiway Lighting	453,189.00	0.00	64,262.00	363.00	64,625.00	388,564.00
Urban20WQI-004	SLHS Courtyard Conservation	100,000.00	100,000.00	13,900.21	0.00	13,900.21	86,099.79
Report Total:		18,006,010.26	373,487.75	10,972,433.44	66,931.34	11,039,364.78	6,966,645.48

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	453,189.00	0.00	64,262.00	363.00	64,625.00	388,564.00
Economic Development	817,831.01	100,000.00	595,391.32	0.00	595,391.32	222,439.69
National Resiliency Disaster Grant Proje...	8,308,705.09	103,540.55	7,904,518.23	21,452.50	7,925,970.73	382,734.36
Sanitary Sewer Projects	2,743,158.64	0.00	535,223.58	0.00	535,223.58	2,207,935.06
Street Construction	5,683,126.52	169,947.20	1,873,038.31	45,115.84	1,918,154.15	3,764,972.37
Report Total:	18,006,010.26	373,487.75	10,972,433.44	66,931.34	11,039,364.78	6,966,645.48

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	8,426,285.16	169,947.20	2,408,261.89	45,115.84	2,453,377.73	5,972,907.43
Federal/State Grant	9,479,725.10	103,540.55	8,550,271.34	21,815.50	8,572,086.84	907,638.26
Grant	100,000.00	100,000.00	13,900.21	0.00	13,900.21	86,099.79
Report Total:	18,006,010.26	373,487.75	10,972,433.44	66,931.34	11,039,364.78	6,966,645.48

Staff Summary

3/15/2021

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: Chris Cole, Police Chief

SUBJECT: **Motion Approving Tornado Classic Parking Request**

BACKGROUND: Storm Lake CommUNITY Education has made a formal request to lift the no parking restrictions on the south side of West 10th Street near Field of Dreams for the Tornado Classic Softball Tournament. The south side of West 10th would be used for school bus parking on July 3rd from 8AM to 8PM. This request has been approved on previous years.

Attached is a formal request from Joe Kucera.

FISCAL IMPACT: None

RECOMMENDATION: Approve request.

ATTACHMENTS:

Description		Type
📎	Letter	Letter

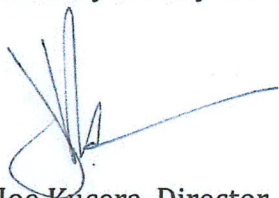
CommUNITY Education

930 E. 5th St. (Portable #3) · P.O. Box 638 · Storm Lake, IA 50588 · (712) 732-5711 · (712) 732-5712 F

March 4, 2021

Storm Lake CommUNITY Education would like to request the lifting of the parking restrictions on W. 10th Street from 8am-8pm on Saturday, July 3, 2021. During the Tornado Classic Softball Tournament we would like to be able to have parking on the south side of W. 10th to accommodate school buses due to the limited space in the off street parking area for vehicles of that size. We would cover the signs that morning and remove those same covers at the end of the day.

Thank you for your consideration on this matter.



Joe Kucera, Director

Storm Lake Community Education

930 East 5th Street- Portable #3

P.O. Box 638

Storm Lake, IA 50588



Staff Summary

3/15/2021

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: **Motion Approving Summit Church Noise Variance Request**

BACKGROUND: Summit Evangelical Free Church of Alta is requesting amplified worship services at Frank Starr Park on Sundays - July 4, 11, 18 and 25. Set up will begin around 7:00 AM with the worship services at 9:30 AM and should be done by 12:00 PM.

They are further requesting an amplified worship service on Sunday, August 1 at Sunset Park band shell. Set up will take place at 2:00 PM with the service at 7:00 PM. The service will end at 9:00 PM.

FISCAL IMPACT: None

RECOMMENDATION: Approve Request

ATTACHMENTS:

Description	Type
Application	Application

Frank Starr - \$200 (4 days)
Labor for Electrical - \$512 (\$128/day)

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

City of Storm Lake
Park Event / Rental Registration Application
Please complete this form for all events requested to be held within the Storm Lake Park System

Name of Requesting Party: Summit Evangelical Free Church Phone #: 712-200-2200
Mailing Address: 1000 S. Main Email: office@summitefc.com
City: Aita State: Iowa Zip: 51002
Cell Phone: 712-299-8344 - Pastor Doug Corlew
2nd Contact: Pastor Brad Smith Position/Relationship: Pastor
Email: brad.smith@summitefc.com Cell Phone: 712-899-4401

Requested Park: Frank Starr Park Event Date: July 4, 11, 18 + 25
Event Type: Outdoor Worship 8:00 set up Event Start Time: 9:30
12:00 table down Event End Time: 10:30

Please answer the following questions regarding your proposed events:

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

yes

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

no

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, provide a copy of this permit to the City. Also, Council approval for food sale on public property.)

no

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

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

no

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

no

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

250

Do you have electrical needs? yes Identify: Same as last year Additional Electrical- \$150.00

Will there be alcohol at the event? no Will alcohol be sold at the event? no Do you have a liquor license? no

Will you have Inflatables at the event? If yes you will be required to provide liability insurance to the City.

no

Are you requesting Street closures? no Which Streets?

Starting Time:

Ending Time:

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

no

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

no

Signature Field

[Signature]

Date:

3/4/21

Bandshe11 - \$25

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

City of Storm Lake
Park Event / Rental Registration Application
Please complete this form for all events requested to be held within the Storm Lake Park System.

Name of Requesting Party: Summit Evangelical Free Church Phone #: 712-200-2200
Mailing Address: 1000 S. Main Email: office@summitefc.com
City: Alta State: Iowa Zip: 51002
Cell Phone: 712-299-8344 - Pastor Doug Corlew
2nd Contact: Pastor Brad Smith Position/Relationship: Pastor
Email: brad.smith@summitefc.com Cell Phone: 712-899-4401

Requested Park: Sunset Park Bandshe11 Event Date: Aug 1, 2021
Event Type: Concert / Worship Event Start Time: 7:00
Event End Time: 9:00
2:00 set up

Please answer the following questions regarding your proposed events:

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

Yes

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

No

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, provide a copy of this permit to the City. Also, Council approval for food sale on public property.)

No

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

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

Yes

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

No

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

300

Do you have electrical needs?

Yes

Identify:

Same as last year

Additional Electrical- \$150.00

Will there be alcohol at the event?

No

Will alcohol be sold at the event?

No

Do you have a liquor license?

No

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City.

No

Are you requesting Street closures?

No

Which Streets?

Starting Time:

Ending Time:

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

No

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

No

Signature Field

[Signature]

Date:

3/4/21

Chris Cole

From: Summit Church <office@summitefc.com>
Sent: Tuesday, March 9, 2021 10:08 AM
To: Chris Cole
Cc: 'Doug Corlew'
Subject: Noise Variance

Summit Evangelical Free Church of Alta is requesting amplified worship services at Frank Starr Park on Sundays - July 4, 11, 18 and 25. Set up will begin around 7:00 AM with the worship services at 9:30 AM and should be done by 12:00 PM. Also, we are requesting an amplified worship service on Sunday, August 1 at Sunset Park bank shell. Set up will be around 2:00 PM with the service at 7:00 PM and we should be done by 9:00 PM. Point of contact should be Pastor Doug Corlew 712-299-8344. doug.corlew@summitefc.com Thank you in advance for considering this request.

office@summitefc.com

Barb Brugman
Summit Evangelical Free Church
1000 South Main
Alta, IA 51002
712-200-2200

Staff Summary

3/15/2021

Agenda Item # E.



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

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **SLPD City Code Enforcement Summary**

BACKGROUND: 2/24/2021 to 3/9/2021

37 Total

Parking Restricted to Hard Surfaces – 4
Junk Vehicles – 4
Failure to have Trash in Can – 2
Accumulate Garbage – 3
Accumulate Used Tires – 1
Sidewalk not cleared – 7
Accumulate Junk - 15
Unknown CCE – 1

0 Citations

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

3/15/2021

Agenda Item # A.



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. 39-R-2020-2021 Considering Iowa Department of Natural Resources Marina Operator Agreement**

BACKGROUND: The City entered into an agreement with the Department of Natural Resources to manage the Storm Lake Marina. Under the agreement the City is obligated to maintain the property, The City's annual financial report for Fiscal Year 2020 indicates the City spent \$97,198 on the Marina. This amount is not offset by any revenues from the Marina. If the City determines the cost of maintenance under the Agreement exceeds available funds for the Marina, the City could claim it is not obligated to make those excess expenditures.

Since the beginning of the agreement, the City has budgeted just over \$235,000 of General Fund dollars to the operation of the Marina. These expenses are absolutely necessary to meet the requirements of the agreement, as they relate to utilities for heating, aerator operation, electrical service, building repairs, proper lighting and insurance. There is also a pollution liability policy necessary due solely to providing fuel sales.

FISCAL IMPACT: The City has budgeted just over \$235,000 of General Fund dollars to operate the Marina. The bulk of this spending has occurred over the last 3 years. Just on those basic expenditures, averaging over \$70,000 a year, our remaining 22 years of contract could total 1.25 Million General Fund dollars committed to the Marina. This does not include any additional capital expenditures such as docks.

RECOMMENDATION: Approve Resolution No. 39-R-2020-2021

ATTACHMENTS:

Description

Type

RESOLUTION NO. 39-R-2020-2021

RESOLUTION MODIFYING A MANAGEMENT AGREEMENT FOR THE STORM LAKE MARINA BETWEEN THE CITY OF STORM LAKE AND THE STATE OF IOWA

WHEREAS, The State of Iowa, acting through the Iowa Department of Natural Resources (DNR), and the City of Storm Lake (City) jointly determined in 2014 that it was in the public interest to transfer the care and maintenance of state-owned real property, locally known as Storm Lake Marina, and

WHEREAS, The agreement was entered into under the authority of Iowa Code sections 364.1 and 461A.27, and

WHEREAS, Pursuant to said sections, the parties mutually agreed that the City would undertake the development, care, and maintenance of the state-owned real property, and

WHEREAS, The term of the agreement was effective on the date it is last signed and continues in full force and effect to and including December 31, 2038, and

WHEREAS, Under the agreement the City is obligated to maintain the property and the City's annual financial report for Fiscal Year 2020 indicates the City spent \$97,198 on the Marina with this amount not offset by any revenues from the Marina, and

WHEREAS, With basic necessary expenditures to operate the Marina over the last 3 years averaging \$70,000 per year for a total of \$235,000, the remaining twenty-two (22) years of the contract could require \$1.25 Million of General Fund dollars committed to the Marina, exclusive of necessary capital investment, and

WHEREAS, the City's financial condition has significantly changed since 2014 by circumstances outside of the City's control causing challenges to justify expending limited City Funds on a property outside of the City's corporate limits not owned by the City.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA, that the City of Storm Lake can no longer maintain and manage the Property as a public access area for the citizens thereof and for the people of the State of Iowa in substantially the same manner as state-owned marina areas are maintained and managed by the DNR, and

BE IT FURTHER RESOLVED that the Mayor of the City of Storm Lake, Michael Porsch, be authorized to sign the Notice of Termination of Management Agreement with the Iowa Department of Natural Resources.

PASSED AND APPROVED THIS 15th day of February, 2021.

Michael Porsch, Mayor

ATTEST

Mayra Martinez, City Clerk

Staff Summary

3/15/2021

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: Scott Olesen, Building Official

SUBJECT: **Setting A Public Hearing On A Proposed Text Amendment To The Storm Lake Zoning Ordinance**

BACKGROUND: The Storm Lake City Council will need to hold a public hearing on a proposed text amendment to the Zoning Ordinance at the April 5, 2021 Council meeting.

Text amendments to the Storm Lake City Zoning Ordinance require that the Planning and Zoning Commission review and make recommendation to the Storm Lake City Council. The City Council will then review the Commissions recommendation regarding the request for an amendment and hold three readings to approve a change after the public hearing has been conducted.

The Planning and Zoning Commissions recommendation shall be attached along with the application to the staff summary for the April 5th, 2021 City Council meeting.

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

RECOMMENDATION: Set the public hearing for the April 5th, 2021 Storm Lake City Council meeting.

ATTACHMENTS:

Description	Type
Public Hearing Notice	Backup Material
Ordinance NO. 05-O-2020-2021	Ordinance

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



File number: **2021-1**

Date: **March 15, 2021**

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

A petition for a Text Amendment to the Storm Lake Zoning Ordinance to Create a Small-Scale Warehousing Use as a Conditional use in the R-4 High Density Residential District has been filed by City Staff.

The petition requests approval to allow for certain small scale warehousing businesses as a conditional use in the high density residential (R-4) zoning district. The proposed text changes to permit such additional use are as follows:

- a. In “Article Three-Use Types”, insert the following new subsection “ee.” in Section 307 immediately after subsection “dd.” of Section 307:

ee. Warehousing, Small Scale

Establishments providing for indoor warehousing, storage, distribution, and handling of goods and materials. The warehouse building does not exceed 10,000 square feet in area. All storage is completely inside of the warehouse facility and none is outdoors.

- b. In “Article Four - Base Zoning District Regulations,” “Table 4-2-Permitted and Conditional Uses By Zoning Districts” under “Commercial Uses,” after “Veterinary Services” in the “Uses” column, insert “Warehousing, Small Scale;” and insert “C” in the “R-4” column of that row.

A public hearing will be held by the City Council on April 5th, 2021 at 5:00 p.m. in the City Hall Council Chambers at which time you may appear if you so desire, either in person or by agent or attorney, in opposition to or support of the proposed text amendment change to the Zoning Ordinance.

Due to Covid-19, access to the official meeting can be done through the following ways:

By telephone: dial 1-408-418-9388 access code 146 309 7532

By Computer: <https://stormlake.webex.com/stormlake/j.php?MTID=m63c97d5942eb93478aea5469ed7232c8>

Respectfully submitted,

Scott Olesen
Zoning Administrator

ORDINANCE NO. 05-O-2020-2021

ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, A PART OF THE STORM LAKE MUNICIPAL CODE, TO ALLOW FOR CERTAIN SMALL SCALE WAREHOUSING BUSINESSES AS A CONDITIONAL USE IN THE HIGH DENSITY RESIDENTIAL (R-4) ZONING DISTRICT

WHEREAS, the City Staff has received a petition for changes in the text of the Storm Lake Zoning Ordinance and Subdivision Regulations to allow for certain small scale warehousing as a conditional use in the High Density Residential (R-4) Zoning District;

WHEREAS, the City's Planning and Zoning Commission has reviewed and recommended approval of the proposed changes in the text of the Zoning Ordinance that will allow for such additional use of real property in a R-4 Zoning District; and

WHEREAS, the proposed changes in the text of such Zoning Ordinance are consistent and in accordance with the comprehensive plan adopted by the City in Resolution No. 94-R-2012-2013 on February 18, 2013;

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

Section 1. AMENDMENTS. The Zoning Ordinance of the City of Storm Lake is amended as follows:

a. In "Article Three-Use Types", insert the following new subsection "ee." in Section 307 immediately after subsection "dd." of Section 307:

ee. Warehousing, Small Scale

Establishments providing for indoor warehousing, storage, distribution, and handling of goods and materials. The warehouse building does not exceed 10,000 square feet in area. All storage is completely inside of the warehouse facility and none is outdoors.

b. In "Article Four - Base Zoning District Regulations," "Table 4-2-Permitted and Conditional Uses By Zoning Districts" under "Commercial Uses," after "Veterinary Services" in the "Uses" column, insert "Warehousing, Small Scale;" and insert "C" in the "R-4" column of that row.

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

Section 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

3/15/2021

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: Tyler Gibbins, Staff Accountant

SUBJECT: **Motion Authorizing Approval of Contract with Federal Signal for FEMA Outdoor Warning Siren Project**

BACKGROUND: In 2019 the City of Storm Lake submitted an application through the Iowa Department of Homeland Security and Emergency Management Division to the Federal Emergency Management Agency (FEMA) for funding from the hazard mitigation grant program for the placement of a new tornado siren at Hyland Drive and Abner Bell Road.

The siren is needed to expand the outdoor warning capabilities on the northwest side of Storm Lake in order to compensate for added annexed land where the new early childhood school.

In November of 2020 the city received the notice of award of federal assistance under the Hazard Mitigation Grant Program, DR-4421. The total amount of the grant is \$24,050.

Per FEMA guidelines, the City sent out a solicitation for the turn-key installation of the siren. The solicitation provided a total of three responses with bids as follows:

Federal Signal	\$22,920.76
RC Systems	\$24,500.00
Electronic Specialties	\$27,778.41

A group of City Staff reviewed the proposals and recommend the City move forward with the proposal from Federal Signal.

Iowa Department of Homeland Security and Emergency Management have completed a cursory review of the contract and find the contract contains all the necessary language required by the Hazard Mitigation Assistance Grant Program.

Pending approval by the City Council, the City would move forward with the selected contractor to set up a Pre-Construction meeting.

FISCAL IMPACT:

The cost of the contract is \$22,920.76 of which FEMA will contribute 75% and the State will contribute 10%. The City's portion of the project, 15%, will come from Local Option Sales Tax.

Federal Obligation \$17,190.57
State Obligation \$ 2,292.07
Local Obligation \$ 3,438.12

In February of 2020, the City Council approved a resolution authorizing the local match for the grant program not to exceed \$4,000.

RECOMMENDATION:

Approve the motion and authorize the Mayor to sign the Contract with Federal Signal.

ATTACHMENTS:

Description		Type
☐	Contract- Outdoor Warning Siren- Federal Signal	Contract

CONTRACT FOR SERVICES BETWEEN FEDERAL SIGNAL SAFETY AND SECURITY SYSTEMS

("Federal Signal")

AND

CITY OF STORM LAKE, IOWA ("City")

(STORM WARNING SIREN HMGP PROJECT)

In mutual consideration of the promises set forth in this agreement, it is therefore agreed as follows:

SECTION 1. Scope of Services

Federal Signal shall provide the services necessary as set out in the Scope of Services attached to and made a part of this document. As part of that Scope of Services, federal contract language has been attached and said language is also to be considered part of this agreement.

SECTION 2. Time of Performance

The work under this Contract shall begin on 3/22/2021. Construction completion will be no later than 7/22/2021 with testing completion no later than 8/22/2021. Completion date may be extended on the written request of Federal Signal and upon a showing by Federal Signal of a good faith effort to complete performance in a timely manner. An extension will only occur with the permission of the Iowa Homeland Security and Emergency Management Division (IHSEMD).

SECTION 3. Personnel

Federal Signal represents that it has, or will acquire, all personnel necessary in performing the services under this Contract. The parties intend that an independent contractor-purchaser of service relationship will be created by this Contract. The City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Federal Signal. Neither Federal Signal nor its employees are to be considered agents or employees of the City for any purpose.

SECTION 4. Method of Payment

Payment shall be due N30 upon receipt of invoice for actual work performed. The first invoice shall be submitted to the City for material order quantities. The second invoice shall consist of the services related to installation at the completion of the project. The total payment of all invoices shall not exceed \$22,920.76.

SECTION 5. Records Available

At any time during the normal business hours and as often as is necessary, each party shall make available to the other party and federal or state agents and financial and administrative records with respect to all matters covered by this agreement.

SECTION 6. Maintenance of Records

Federal Signal and City shall maintain all financial and administrative records for a period of three (3) years from the date of official FEMA close out letter or date. In addition, those records which relate to any dispute; appeal under a grant agreement, to litigation; to the settlement of claims arising out of such performance; or to costs or items to which an audit exception has been taken shall be maintained and made available until five (5) years after the date of resolution of such appeal, litigation, claim, or exception.

SECTION 7. Information to be furnished to Federal Signal

The City, upon request, shall make any and all existing reports, data, and public documents and information necessary for the performance of work under this Contract available to Federal Signal. The City shall advise Federal signal of any and all documents relevant to the successful completion of this project.

SECTION 8. Amendments

Any amendments or changes to this Contract must be in writing and mutually agreed to by both the City and Federal Signal.

The Mayor of the City of Storm Lake is the official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract, on behalf of the City.

SECTION 9. Termination Clause

Either party assigned hereto shall have the authority to terminate this Contract, by notifying the other party by registered mail within thirty (30) days of the effective termination date.

SECTION 10. Saving Clause

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

SECTION 11. Entire Agreement Statement

This Contract contains the entire agreement between the City and Federal Signal for the purpose of completion of the HMGP Grant related to the Storm Warning Siren System. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made a part of this Contract per Section 8.

PASSED AND APPROVED this 15th day of March 2021.

FEDERAL SIGNAL SAFETY AND SECURITY SYSTEMS



General Manager/VP Systems

3-9-2021

Date

CITY OF STORM LAKE, IOWA

Mayor

Date

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. * Not applicable for FEMA funded projects.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours

worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Staff Summary

3/15/2021

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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 52-R-2020-2021 Approving Preliminary Official Statement for \$5,740,000 General Obligation Refunding Capital Loan Notes, Series 2021A; \$925,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B**

BACKGROUND: The attached Resolution approves the initial step in the process for the issuance of \$5,740,000 General Obligation Refunding Capital Loan Notes, Series 2021A; \$925,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B, specifically:

Approves the City's Official Statement in the form presented and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission. As this will be the Official Statement distributed in connection with the offering of the Notes for sale, the resolution also authorizes any revisions, corrections or modifications as the Mayor and Clerk, upon the advice of bond counsel, disclosure counsel and the City's financial advisor, determine to be appropriate.

FISCAL IMPACT: All costs associated with this resolution are included in the fees for services rendered by Piper Sandler & Co. and previously outlined in Disclosure Counsel Agreement with Ahlers & Cooney.

RECOMMENDATION: Adopt Resolution No. 52-R-2020-2021

ATTACHMENTS:

Description	Type
□ Resolution No. 52-R-2020-2021	Resolution

RESOLUTION NO. 52-R-2020-2021

**RESOLUTION APPROVING DISTRIBUTION OF PRELIMINARY
OFFICIAL STATEMENT**

WHEREAS, in conjunction with the Underwriter and Disclosure Counsel, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to approve the distribution of the Preliminary Official Statement in connection with the offering of the Notes.

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

Section 1. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and Clerk, upon the advice of bond counsel, disclosure counsel, and the Underwriter, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

PASSED AND APPROVED this 15th day of March, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Subject to the Issuer's compliance with certain covenants, under present law, in the opinion of Bond Counsel, interest on the Tax-Exempt Notes is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Tax-Exempt Notes is not exempt from present Iowa income taxes. The Issuer intends to designate the Tax-Exempt Notes as "qualified tax-exempt obligations". See "TAX MATTERS – TAX-EXEMPT NOTES (SERIES 2021A)" herein. Interest on the Taxable Notes is includable in gross income of the owners thereof for purposes of federal income taxation. Interest on the Taxable Notes is not exempt from present Iowa income taxes. See "TAXABILITY OF INTEREST – TAXABLE NOTES (SERIES 2021B)" herein.

STORM LAKE *Iowa*

City of Storm Lake, Iowa

\$5,740,000* General Obligation Refunding Capital Loan Notes Series 2021A

\$925,000* Taxable General Obligation Refunding Capital Loan Notes, Series 2021B

Dated: Date of Delivery

The General Obligation Refunding Capital Loan Notes, Series 2021A (the "Series 2021A Notes" or the "Tax-Exempt Notes") and the Taxable General Obligation Refunding Capital Loan Notes, Series 2021B (the "Series 2021B Notes" or the "Taxable Notes") described above (collectively the "Notes") are issuable as fully registered Notes in the denomination of \$5,000 or any integral multiple thereof and, when issued, will be registered in the name of Cede & Co., as Noteholder and nominee of the Depository Trust Company, New York, NY ("DTC"). DTC will act as securities depository for the Notes. Purchases of the Notes will be made in book-entry form. Purchasers of the Notes will not receive certificates representing their interest in the Notes purchased. So long as DTC or its nominee, Cede & Co., is the Noteholder, the principal of, premium, if any, and interest on the Notes will be paid by UMB Bank, n.a., as Registrar and Paying Agent (the "Registrar" and the "Paying Agent"), or its successor, to DTC, or its nominee, Cede & Co. Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants as more fully described herein. Neither the Issuer nor the Registrar will have any responsibility or obligation to such DTC Participants, indirect participants or the persons for whom they act as nominee with respect to the Notes.

Interest on the Series 2021A Notes is payable on June 1, and December 1 in each year, beginning June 1, 2021 to the registered owners thereof. Interest on the Series 2021B Notes is payable on June 1, and December 1 in each year, beginning June 1, 2021 to the registered owners thereof.

Interest shall be payable by check or draft of the Paying Agent mailed to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the Interest Payment Date, to the addresses appearing on the registration books maintained by the Paying Agent or to such other address as is furnished to the Paying Agent in writing by a registered owner.

The Notes maturing after June 1, 2027, may be called for redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot or other random method selected by the Registrar. The terms of redemption shall be par, plus accrued interest to date of call.

MATURITY SCHEDULE – see next page

The Notes are being offered when, as and if issued by the Issuer and accepted by the Underwriter, subject to receipt of an opinion as to legality, validity and tax exemption by Ahlers & Cooney P.C., Des Moines, Iowa, Bond Counsel. It is expected that the Notes in the definitive form will be available for delivery on or about May 5, 2021. The Underwriter intends to engage in secondary market trading of the Notes subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Notes at the request of the holder thereof.

PIPER | SANDLER

The Date of this Official Statement is _____, 2021

* Preliminary, subject to change

MATURITY SCHEDULE ***Series 2021A**

<u>Notes Due</u>	<u>Amount *</u>	<u>Rate *</u>	<u>Yield *</u>	<u>Cusip Num.**</u>	<u>Notes Due</u>	<u>Amount *</u>	<u>Rate *</u>	<u>Yield *</u>	<u>Cusip Num.**</u>
June 1, 2021	\$625,000				June 1, 2028	\$300,000			
June 1, 2022	750,000				June 1, 2029	300,000			
June 1, 2023	785,000				June 1, 2030	300,000			
June 1, 2024	910,000				June 1, 2031	300,000			
June 1, 2025	920,000				June 1, 2032	300,000			
June 1, 2026	640,000				June 1, 2033	300,000			
June 1, 2027	435,000								
\$				Term Note due		Priced to yield			Cusip Num**

Series 2021B

<u>Notes Due</u>	<u>Amount *</u>	<u>Rate *</u>	<u>Yield *</u>	<u>Cusip Num.**</u>	<u>Notes Due</u>	<u>Amount *</u>	<u>Rate *</u>	<u>Yield *</u>	<u>Cusip Num.**</u>
June 1, 2022	\$110,000				June 1, 2025	135,000			
June 1, 2023	110,000				June 1, 2026	135,000			
June 1, 2024	110,000				June 1, 2027	135,000			
\$				Term Note due		Priced to yield			Cusip Num**

* Preliminary, subject to change

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

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

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IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

This Official Statement is not to be construed as a contract with the purchasers of the Notes. The Issuer considers the Official Statement to be "near final" within the meaning of Rule 15c2-12 of the Securities Exchange Commission. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

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

FORWARD-LOOKING STATEMENTS

This Official Statement, including Appendix A, contains statements which should be considered "forward-looking statements," meaning they refer to possible future events or conditions. Such statements are generally identifiable by the words such as "plan," "expect," "estimate," "budget" or similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT EXPECT OR INTEND TO UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

OFFICIAL STATEMENT
CITY OF STORM LAKE, IOWA
\$5,740,000* GENERAL OBLIGATION CAPITAL LOAN NOTES SERIES 2021A
\$925,000* TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2021B

INTRODUCTORY STATEMENT

This Official Statement presents certain information relating to the City of Storm Lake, Iowa (the “Issuer” or the “City”), in connection with the sale of the Issuer’s General Obligation Capital Loan Notes, Series 2021A (the “Series 2021A Notes” or the “Tax-Exempt Notes”) and the Taxable General Obligation Refunding Capital Loan Notes, Series 2021B (the “Series 2021B Notes” or the “Taxable Notes”), collectively called (the “Notes”). The Series 2021A Notes are being issued to provide funds for (i) the current refunding of the Issuer’s outstanding (1) Storm Water Revenue Bonds, Series 2013C, dated May 28, 2013 (2) General Obligation Urban Renewal Refunding Bonds, Series 2012C, dated February 1, 2012 and (3) three outstanding loans with the State Revolving Fund each dated September 18, 2015, including outstanding Sales Tax Increment Revenue Bonds (Unlimited Property Tax Supported) Bonds, Series 2014 (Expansion Boulevard), Sales Tax Increment Revenue (Unlimited Property Tax Supported) Bonds, Series 2014 (North Central), and Storm Water Revenue Capital Loan Notes, Series 2015 and (ii) to pay costs of issuance associated with the issuance of the Notes. The Series 2021B Notes are being issued by the Issuer to provide funds to current refund the Issuer’s outstanding Taxable General Obligation Refunding Capital Loan Notes, Series 2016A, dated May 10, 2016. See “**SOURCES AND USES OF FUNDS**” herein.

This Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, except for the omission of certain pricing and other information which is to be made available through a final Official Statement.

This Introductory Statement is only a brief description of the Notes and certain other matters. Such description is qualified by reference to the entire Official Statement and the documents summarized or described herein. This Official Statement should be reviewed in its entirety.

The Notes are general obligations of the Issuer, payable from and secured by a continuing annual ad-valorem tax levied against all of the property valuation of the Issuer. See “**THE NOTES – Source of Security for the Notes**” herein.

All statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

THE NOTES

General

The Notes are dated as of the Date of Delivery, and will bear interest at the rates to be set forth on the cover page herein, interest payable on June 1 and December 1 in each year, beginning on June 1, 2021, calculated on the basis of a year of 360 days and twelve 30-day months. Interest shall be payable by check or draft of the Paying Agent mailed to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the Interest Payment Date, to the addresses appearing on the registration books maintained by the Paying Agent or to such other address as is furnished to the Paying Agent in writing by a registered owner.

Authorization for the Issuance

The Notes are being issued pursuant to the Code of Iowa, 2019 as amended, Sections 384.24A and 384.25.

Book Entry Only System

The following information concerning The Depository Trust Company (“DTC”), New York, New York and DTC’s book-entry system has been obtained from sources the Issuer believes to be reliable. However, the Issuer takes no responsibility as to the accuracy or completeness thereof and neither the Indirect Participants nor the Beneficial Owners should rely on the following information with respect to such matters but should instead confirm the same with DTC or the Direct Participants, as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

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

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934.

* Preliminary, subject to change

DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues and money market instrument from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates.

Direct Participations include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of the Depository Trust & Clearing Corporation ("DTCC").

DTCC is the holding company for DTC, national Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

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

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

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment transmission to them notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit have agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

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

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

Redemption proceeds, distributions and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Issuer or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

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

The Issuer cannot and does not give any assurances that DTC, the Direct Participants or the Indirect Participants will distribute to the Beneficial Owners of the Notes (i) payments of principal of or interest and premium, if any, on the Notes, (ii) certificates representing an ownership interest or other confirmation of beneficial ownership interest in the Notes, or (iii) redemption or other notices sent to DTC or Cede & Co., its nominee, as the Registered Owner of the Notes, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities Exchange Commission, and the current "Procedures" of DTC to be followed in dealing with Direct Participants are on file with DTC.

Neither the Issuer nor the Paying Agent will have any responsibility or obligation to any Direct Participant, Indirect Participant or any Beneficial Owner or any other person with respect to: (1) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant; (2) the payment by DTC or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price of or interest on the Notes; (3) the delivery by DTC or any Direct Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to owners of Notes; (4) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Notes; or (5) any consent given or other action taken by DTC as a Noteholder.

Transfer and Exchange

In the event that the Book Entry System is discontinued, any Note may, in accordance with its terms, be transferred by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation at the principal corporate office of the Registrar accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Registrar. Whenever any Note or Notes shall be surrendered for transfer, the Registrar shall execute and deliver a new Note or Notes of the same maturity, interest rate, and aggregate principal amount.

Notes may be exchanged at the principal corporate office of the Registrar for a like aggregate principal amount of Notes or other authorized denominations of the same maturity and interest rate; provided, however, that the Registrar is not required to transfer or exchange any Notes which have been selected for prepayment and is not required to transfer or exchange any Notes during the period beginning 15 days prior to the selection of Notes for prepayment and ending the date notice of prepayment is mailed. The Registrar may require the payment by the Note Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. All Notes surrendered pursuant to the provisions of this and the preceding paragraph shall be canceled by the Registrar and shall not be redelivered.

Prepayment

Optional Prepayment. The Notes maturing after June 1, 2027, may be called for redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Mandatory Sinking Fund Redemption. The Notes maturing on _____ are subject to mandatory redemption (by lot, as selected by the Registrar) on _____ 1 and _____ in each of the years _____ through _____ at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date in the following principal amounts:

<u>_____Term Note</u>	
<u>Mandatory Sinking Fund Date</u>	<u>Principal Amount</u>
	\$
(maturity)	

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

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

On the dates so designated for redemption, notice having been given in the manner and under the conditions hereinabove, provided and moneys for payment of the redemption price being held in the Sinking Fund, the Notes so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Notes on such date. Interest on the Notes so called for redemption shall cease to accrue; such Notes shall cease to be entitled to any benefit hereunder, and the Note Holders shall have no rights in respect thereof except to receive payment of the redemption price thereof.

Notes which have been duly called for redemption, with respect to which irrevocable instructions to call for redemption at a stated redemption have been given to the Registrar, and moneys for the payment the face amount thereof, premium, if any, and interest on are held in separate accounts by the Registrar in trust for Noteholders shall not thereafter be deemed to be outstanding under the provisions of the Resolution, other than be entitled to receive payment from such sources.

Source of Security for the Notes

These Notes are general obligations of the Issuer. All taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Notes without constitutional or statutory limitation as to amount.

Nothing in the resolutions authorizing the Notes prohibits or limits the ability of the City to use legally available moneys other than the proceeds of the general ad valorem property taxes levied as described in the preceding paragraph to pay all or any portion of the principal of or interest on the Notes. If and to the extent such other legally available moneys are used to pay the principal of or interest on the Notes, the City may, but shall not be required to, (a) reduce the amount of taxes levied for such purpose, as described in the preceding paragraph; or (b) use proceeds of taxes levied, as described in the preceding paragraph, to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Notes.

The City's obligation to pay the principal of and interest on the Notes is on a parity with the City's obligation to pay the principal of and interest on any other of its general obligation debt secured by a covenant to levy taxes within the City, including any such debt issued or incurred after the issuance of the Notes. The resolutions authorizing the Notes do not restrict the City's ability to issue or incur additional general obligation debt, although issuance of additional general obligation debt is subject to the same constitutional and statutory limitations that apply to the issuance of the Notes.

NOTEHOLDERS' RISKS

Secondary Market

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

Reduction in or Less of Rating

Moody's Investors Service, Inc. ("Moody's") has assigned a rating of "___" to the Notes. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Notes.

Additional regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Notes.

Forward-Looking Statements

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

Tax Matters, Bank Qualification and Loss of Tax Exemption

As discussed under the heading "**Tax Matters**" herein, the interest on the Tax-Exempt Notes could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Tax-Exempt Notes, as a result of acts or omissions of the Issuer in violation of its covenants in the Resolution. Should such an event of taxability occur, the Tax-Exempt Notes would not be subject to a special prepayment and would remain outstanding until maturity or until prepaid under the prepayment provisions contained in the Tax-Exempt Notes, and there is no provision for an adjustment of the interest rate on the Tax-Exempt Notes.

It is possible that further legislation will be proposed or introduced that could result in changes in the way that tax exemption is calculated, or whether interest on certain securities are exempt from taxation at all. Prospective purchasers should consult with their own tax advisors regarding any pending or proposed federal income tax legislation.

The Tax-Exempt Notes are designated as "qualified tax-exempt obligations" under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Issuer has further covenanted to comply with certain other requirements, which affords banks and certain

other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code. Actions, or inactions, by the Issuer in violation of its covenants could affect the designation, which could also affect the pricing and marketability of the Tax-Exempt Notes.

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

Bankruptcy

The rights and remedies available to holders of the Notes may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Notes and the resolution for the Notes, including the opinions of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Notes could be prohibited from taking any steps to enforce their rights under the resolution for the Notes. In the event the City fails to comply with its covenants under the resolution for the Notes or fails to make payments on the Notes, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Notes.

DTC-Beneficial Owners

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

In addition, since transactions in the Notes can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Notes to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Notes, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See **"THE NOTES— Book Entry Only System."**

Other Factors

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

Pending Federal Tax Legislation

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals are pending in Congress that could, if enacted, alter or amend one or more of the federal (or state) tax matters described herein in certain respects or would adversely affect the market value of the Tax-Exempt Notes or otherwise prevent holders of the Tax-Exempt Notes from realizing the full benefit of the tax exemption of interest on the Tax-Exempt Notes. Further such proposals may impact the marketability or market value of the Tax-Exempt Notes simply by being proposed. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Tax-Exempt Notes. In addition, regulatory actions are from time to time announced or proposed, and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Tax-Exempt Notes. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Tax-Exempt Notes would be impacted thereby.

Tax Levy Procedures

The Notes are general obligations of the Issuer, payable from and secured by a continuing ad valorem tax levied against all of the property valuation within the Issuer. As part of the budgetary process each fiscal year, the Issuer will have an obligation to request a debt service levy to be applied against all of the taxable property within the Issuer. A failure on the part of the Issuer to make a timely levy request or a levy request by the Issuer that is inaccurate or is insufficient to make full payments of the debt service of the Notes for a particular fiscal year may cause Noteholders to experience delay in the receipt of distributions of principal of and/or interest on the Notes. In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the Issuer and certain other public officials to perform the terms of the resolution for the Notes) may have to be enforced from year to year.

Federal Funds Orders, and State Funds Legislation

Various federal executive orders, and a law (SF 481) enacted in Iowa and effective July 1, 2018 (collectively “ICE Enforcement Initiatives”), impose requirements intended to ensure compliance with the federal immigration detention processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. The loss of state and/or federal funds in any significant amount could negatively impact the Issuer’s overall financial position and may affect its rating. However, the Notes are secured by a debt service levy upon real property in the jurisdictional limits of the Issuer, and are not secured by state or federal funds.

Cybersecurity

The Issuer, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the Issuer will be completely successful to guard against and prevent cyber threats and attacks. The result of any such attacks could impact business operations and/or digital networks and systems and the costs of remedying any such damage could be significant.

Global Health Emergency Risk

The World Health Organization has declared a pandemic following the outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus and on March 13, 2020, the President of the United States declared a national emergency. The current spread of COVID-19 is altering the behavior of businesses and people in a manner that may have negative effects on economic activity, and therefore adversely affect the financial condition of the County, either directly or indirectly. Federal, State, and local officials are taking steps to curb the spread of the virus, including providing both discretionary and mandatory guidelines and orders regarding public gatherings, and imposing mandatory closings and/or operating limitations of some businesses. The spread of the virus could reduce general fund revenues, sales tax collections, delay the receipt of property tax payments and negatively impact other collections dependent on local business activity. At this time, the City has attempted to quantify the impact to its budget and make the necessary adjustments to its budget, including utilizing reserves, to account for the disruption.

Loss of Tax Base

Economic and other factors beyond the City’s control, such as economic recession, deflation of property values, or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire or other natural disaster, could cause a reduction in the assessed value within the corporate boundaries of the City. In addition, the State of Iowa has been susceptible to tornados, flooding and other extreme weather wherein winds and flooding have from time to time caused significant damage, which may have an adverse impact on the City’s financial position.

Pension and OPEB Information

The Issuer contributes to the Iowa Public Employees’ Retirement System (“IPERS”), and the Municipal Fire and Police Retirement System of Iowa (“MFPRSI”). For information concerning Net Pension Liability and contribution rates, see Appendices A and D.

See “Employee Pension Plan” included in APPENDIX A to this Preliminary Official Statement for more summary information related to the City’s contributions, and the City’s Audited Financial Statements for the Fiscal Year ended June 30, 2020, included in APPENDIX D to this Preliminary Official Statement, for additional information related to the City’s deferred outflows and inflows of resources related to pensions, actuarial assumptions, discount rate and discount rate sensitivity. Changes to the City’s pension contributions, or available sources to fund said contributions, may adversely affect the City’s financial condition. However, the Notes are secured by an unlimited ad valorem property tax as described more fully in the “SOURCE AND SECURITY FOR THE NOTES” herein.

Continuing Disclosure

A failure by the Issuer to comply with continuing disclosure obligations (see “CONTINUING DISCLOSURE” herein) will not constitute an event of default on the Notes. Any such failure must be disclosed in accordance with Rule 15c2-12 (the “Rule”) adopted by the Securities and Exchange Commission (the “Commission”) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and may adversely affect the transferability and liquidity of the Notes and their market price.

Suitability of Investment

The interest rate borne by the Notes is intended to compensate the investor for assuming the risk of investing in the Notes. Each prospective investor should carefully examine this Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Notes are an appropriate investment for such investor.

Summary

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

LITIGATION

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

ACCOUNTANT

The accrual-basis financial statements of the Issuer included as APPENDIX D to this Official Statement have been examined by Winther Stave & Co., LLP to the extent and for the periods indicated in their report thereon. Such financial statements have been included herein without permission of said CPA, and said CPA expresses no opinion with respect to the Notes or the Official Statement.

UNDERWRITING

The Series 2021A Notes are being purchased, subject to certain conditions, by Piper Sandler & Co. (the "Underwriter"). The Underwriter has agreed, subject to certain conditions, to purchase all, but not less than all, of the Notes at an aggregate purchase price of \$ _____ plus accrued interest to the Closing Date.

The Series 2021B Notes are being purchased, subject to certain conditions, by Piper Sandler & Co. (the "Underwriter"). The Underwriter has agreed, subject to certain conditions, to purchase all, but not less than all, of the Notes at an aggregate purchase price of \$ _____ plus accrued interest to the Closing Date.

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

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

The Underwriter has entered into a distribution agreement ("Distribution Agreement") with Charles Schwab & Co., Inc. ("CS&Co") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to the Distribution Agreement, CS&Co. will purchase Notes from the Underwriter at the original issue price less a negotiated portion of the selling concession applicable to any Notes that CS&Co. sells.

THE PROJECT

The Series 2021A Notes are being issued to provide funds for (i) the current refunding of the Issuer's outstanding (1) Storm Water Revenue Bonds, Series 2013C, dated May 28, 2013 (2) General Obligation Urban Renewal Refunding Bonds, Series 2012C, dated February 1, 2012 and (3) three outstanding loans with the State Revolving Fund each dated September 18, 2015, including outstanding Sales Tax Increment Revenue Bonds (Unlimited Property Tax Supported) Bonds, Series 2014 (Expansion Boulevard), Sales Tax Increment Revenue (Unlimited Property Tax Supported) Bonds, Series 2014 (North Central), and Storm Water Revenue Capital Loan Notes, Series 2015 and (ii) to pay costs of issuance associated with the issuance of the Notes. The Series 2021B Notes are being issued by the Issuer to provide funds to current refund the Issuer's outstanding Taxable General Obligation Refunding Capital Loan Notes, Series 2016A, dated May 10, 2016.

SOURCES AND USES OF FUNDS *

<u>Sources of Funds</u>	<u>Series 2021A</u>	<u>Series 2021B</u>
Note Proceeds	\$5,740,000	\$925,000
Reoffering Premium		
<u>Total Sources of Funds</u>		
 <u>Uses of Funds</u>		
Deposit to Redemption Fund		
Costs of Issuance		
Underwriter's Discount		
<u>Total Uses of Funds</u>		

TAX MATTERS – TAX-EXEMPT NOTES (SERIES 2021A)

Tax Exemption

Federal tax law contains a number of requirements and restrictions that apply to the Tax-Exempt Notes, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of Tax-Exempt Note proceeds and facilities financed with Tax-Exempt Note proceeds, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Tax-Exempt Notes to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Tax-Exempt Notes to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Tax-Exempt Notes.

Subject to the City's compliance with the above referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Tax-Exempt Notes is excludable from gross income of the owners thereof for federal income tax purposes. Interest on the Tax-Exempt Notes is not an item of tax preference for federal alternative minimum tax purposes.

Prospective purchasers of the Tax-Exempt Notes should be aware that ownership of the Tax-Exempt Notes may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Tax-Exempt Notes should consult their tax advisors as to collateral federal income tax consequences.

The interest on the Tax-Exempt Notes is not exempt from present Iowa income taxes. Ownership of the Tax-Exempt Notes may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Tax-Exempt Notes. Prospective purchasers of the Tax-Exempt Notes should consult their tax advisors regarding the applicability of any such state and local taxes.

Qualified Tax Exemption Obligations (Series 2021A Notes)

The Tax-Exempt Notes will be designated as "qualified tax-exempt obligations" under the exception provided in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code").

Discount and Premium Notes

The initial public offering price of certain Tax-Exempt Notes may be less than the amount payable on such Tax-Exempt Notes at maturity ("Discount Notes"). Owners of Discount Notes should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Notes for income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Notes. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Notes may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Tax-Exempt Notes may be greater than the amount of such Tax-Exempt Notes at maturity ("Premium Notes"). An amount equal to the difference between the initial public offering price of Premium Notes (assuming that a substantial amount of the Premium Notes of that maturity are sold to the public at such price) and the amount payable at maturity constitutes a premium to the initial purchaser of such Premium Notes. Purchasers of the Premium Notes should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Notes for income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Notes.

Other Tax Advice

In addition to the income tax consequences described above, potential investors should consider the additional tax consequences of the acquisition, ownership, and disposition of the Tax-Exempt Notes. For instance, state income tax law may differ substantially from state to state, and the foregoing is not intended to describe any aspect of the income tax laws of any state. Therefore, potential investors should consult their own tax advisors with respect to federal tax issues and with respect to the various state tax consequences of an investment in Tax-Exempt Notes.

Audits

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. To the best of the City's knowledge, no obligations of the City are currently under examination by the Service. It cannot be predicted whether or not the Service will commence an audit of the Tax-Exempt Notes. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the Noteholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Tax-Exempt Notes until the audit is concluded, regardless of the ultimate outcome.

Reporting and Withholding

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Tax-Exempt Notes, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any the Tax-Exempt Note owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any the Tax-Exempt Note owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Tax Legislation

Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may be considered by the Iowa legislature. Court proceedings may also be filed, the outcome of which could modify the tax treatment. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Notes will not have an adverse effect on the tax status of interest or other income on the Tax-Exempt Notes or the market value or marketability of the Tax-Exempt Notes. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Tax-Exempt Notes from gross income for federal or state income tax purposes for all or certain taxpayers.

Current and future legislative proposals, including some that carry retroactive effective dates, if enacted into law, court decisions, or clarification of the Code may cause interest on the Tax-Exempt Notes to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Tax-Exempt Notes from realizing the full current benefit of the tax status of such interest. For example, on December 22, 2017, the Tax Cuts and Jobs Act (“TCJA”) was signed into law. For tax years beginning after December 31, 2017, the TCJA, among other things, significantly changes the income tax rates on individuals and corporations, modifies the current provisions relative to the federal alternative minimum tax on individuals, and eliminates the federal alternative minimum tax for corporations. The TCJA, or the introduction or enactment of any other legislative proposals, clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Tax-Exempt Notes. Prospective purchasers of the Tax-Exempt Notes should consult their own tax advisors regarding the TCJA, as well as any pending or proposed tax legislation, as to which Bond Counsel expresses no opinion other than as set forth in its legal opinion.

The Opinion

The FORM OF LEGAL OPINION, in substantially the form set out in APPENDIX B to this Preliminary Official Statement, will be delivered at closing.

Bond Counsel’s opinion is not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinion of Bond Counsel and Bond Counsel’s opinion is not binding on the Service, nor does the rendering of the opinion guarantee the outcome of any legal dispute that may arise out of the transaction. Bond Counsel assumes no obligation to update its opinion after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

Enforcement

There is no trustee or similar person to monitor or enforce the terms of the resolution for issuance of the Tax-Exempt Notes. In the event of a default in the payment of principal of or interest on the Tax-Exempt Notes, there is no provision for acceleration of maturity of the principal of the Tax-Exempt Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the resolution for the Tax-Exempt Notes) may have to be enforced from year to year.

The owners of the Tax-Exempt Notes cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Tax-Exempt Notes. In addition, the enforceability of the rights and remedies of owners of the Tax-Exempt Notes may be subject to limitation as set forth in Bond Counsel’s opinion. The opinion will state, in part, that the obligations of the City with respect to the Tax-Exempt Notes may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter enacted to the extent constitutionally applicable, to the exercise of judicial discretion in appropriate cases and to the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

Bond Counsel Review

Bond Counsel has approved the language included in this “Tax Matters” Section but has not otherwise participated in the preparation of this Preliminary Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has not examined, nor attempted to examine or verify, any of the financial or statistical statements or data contained in this Preliminary Official Statement, and will express no opinion with respect thereto.

ALL POTENTIAL PURCHASERS OF THE TAX-EXEMPT NOTES SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE TAX-EXEMPT NOTES (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE).

TAXABILITY OF INTEREST – TAXABLE NOTES (SERIES 2021B)

Taxability and Related Considerations (Taxable Notes)

In the opinion of Bond Counsel, under existing law, interest on the Taxable Notes will be included in gross income of the owners thereof for federal income tax purposes.

Interest on the Taxable Notes is included in gross income for State of Iowa income tax purposes.

Ownership of the Taxable Notes may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Taxable Notes. Prospective purchasers of the Taxable Notes should consult their tax advisors regarding the applicability of any such state and local taxes.

Tax Accounting Treatment of Discount and Premium on Certain Taxable Notes

The initial public offering price of certain Taxable Notes (“Taxable Discount Notes”) may be less than the amount payable on such Taxable Discount Notes at maturity. An amount equal to the difference between the initial public offering price of the Taxable Discount Notes (assuming that a substantial amount of the Taxable Discount Notes of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Notes. Owners of Taxable Discount Notes should consult with their own tax advisors with respect to the determination of accrued original issue discount on Taxable Discount Notes for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Taxable Discount Notes. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Taxable Discount Notes may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Taxable Notes (“Taxable Premium Notes”) may be greater than the amount of such Taxable Premium Notes at maturity. An amount equal to the difference between the initial public offering price of Taxable Premium Notes (assuming that a substantial amount of the Taxable Premium Notes of that maturity are sold to the public at such price) and the amount payable at maturity constitutes a premium to the initial purchaser of such Taxable Premium Notes. Purchasers of the Taxable Premium Notes should consult with their own tax advisors with respect to the determination of amortizable bond premium on Taxable Premium Notes for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Taxable Premium Notes.

Enforcement

There is no trustee or similar person to monitor or enforce the terms of the resolution for issuance of the Taxable Notes. In the event of a default in the payment of principal of or interest on the Taxable Notes, there is no provision for acceleration of maturity of the principal of the Taxable Notes. Consequently, the remedies of the owners of the Taxable Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the resolution for the Taxable Notes) may have to be enforced from year to year.

The owners of the Taxable Notes cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Taxable Notes. In addition, the enforceability of the rights and remedies of owners of the Taxable Notes may be subject to limitation as set forth in Bond Counsel’s opinion. The opinion will state, in part, that the obligations of the City with respect to the Taxable Notes may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter enacted to the extent constitutionally applicable, to the exercise of judicial discretion in appropriate cases and to the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

Opinion

Bond Counsel’s opinion is not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinion of Bond Counsel and Bond Counsel’s opinion is not binding on the Service. Bond Counsel assumes no obligation to update its opinion after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise. See “APPENDIX B” for the form of Bond Counsel opinion for the Taxable Notes.

ALL POTENTIAL PURCHASERS OF THE TAXABLE NOTES SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE TAXABLE NOTES (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE).

CONTINUING DISCLOSURE

The Issuer has covenanted for the benefit of the holders of the Notes to provide certain financial information and operating data relating to the Issuer, and to provide notices of the occurrence of certain enumerated events, if deemed by the Issuer to be material (the “Undertaking”). The specific nature of the information that the Issuer may provide pursuant to the Undertaking is summarized herein under the caption “**APPENDIX C - Form of Continuing Disclosure Certificate.**”

For fiscal years ending 2016-2020, ahead of the audit filing deadline the Issuer filed a notice that the audits would be filed when available, along with unaudited financial statements which contained financial information as found in the audit, but which may not be in a format similar to the audit. The audits were subsequently filed but may not have been filed immediately after they became available. Audited financial statements and operating data for the fiscal year ending June 30, 2016 were not linked to the General Obligation Capital Loan Notes, Series 2016B. The audit for the fiscal year ending in 2018 may not have been properly linked to the 2015A Notes. Due to a technical error, the City inadvertently failed to upload operating data by the filing deadline of January 15, 2016 with respect to the City's continuing disclosure undertaking for its Storm Water Revenue Bonds, Series 2013C. An attempt was made to upload the information January 15, 2016, but only the cover page correctly uploaded. The operating data was promptly uploaded on February 11, 2016 after discovery of the error. Operating data for certain years may not have been in a format identical to the format included in the final official statement. For certain of the aforementioned filings, the Issuer did not timely file notice of its failure to provide such information on or before the date specified in the applicable undertakings

I have reviewed the information contained within the Official Statement of the City of Storm Lake, Iowa, and said Official Statement does not contain any material misstatements of fact nor omissions of any material fact regarding the issue of \$5,740,000* General Obligation Capital Loan Notes, Series 2021A and \$925,000* Taxable General Obligation Refunding Capital Loan Notes, Series 2021B of said Issuer to be issued under date of delivery.

STORM LAKE, IOWA

/s/ Brian Oakleaf
Finance Director

* Preliminary, subject to change

Staff Summary

3/15/2021

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: Brian Oakleaf, Finance Director

SUBJECT: **Public Hearing on FY 2021-2022 Budget**

BACKGROUND: This agenda item will hold a public hearing for the Fiscal Year 2021-2022 Budget as required by State of Iowa Code.

Per Iowa Code, the City of Storm Lake has published proper notice of this public hearing.

The FY 2021-2022 Budget will cover the time period of July 1, 2021 through June 30, 2022. The attached Budget Estimate was published on March 5th and summarizes the revenues, expenses, estimated fund balances and levy rate for this budget.

FISCAL IMPACT: There is no fiscal impact for holding the public hearing.

RECOMMENDATION: Open Public Hearing
Accept Oral or Written Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
□ Budget Publication	Backup Material

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2021 - June 30, 2022

The City of: STORM LAKE

The City Council will conduct a public hearing on the proposed budget as follows:

Location: City Council Chambers 620 Erie St. Storm Lake IA Meeting Date: 3/15/2021 Meeting Time: 05:00 PM

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.				
The estimated Total tax levy rate per \$1000 valuation on regular property				13.73919
The estimated tax levy rate per \$1000 valuation on Agricultural land is				3.00375
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.				
Phone Number (712) 732-8000	City Clerk/Finance Officer's NAME Brian Oakleaf			
		Budget FY 2022	Re-estimated FY 2021	Actual FY 2020
Revenues & Other Financing Sources				
Taxes Levied on Property	1	4,426,768	4,305,324	4,299,526
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	4,426,768	4,305,324	4,299,526
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	910,956	795,824	773,898
Other City Taxes	6	2,655,195	2,550,986	2,732,348
Licenses & Permits	7	165,195	192,195	361,081
Use of Money and Property	8	226,202	271,559	359,506
Intergovernmental	9	2,973,359	2,148,559	1,602,319
Charges for Fees & Service	10	15,256,002	15,837,092	14,330,051
Special Assessments	11	0	0	0
Miscellaneous	12	0	0	0
Other Financing Sources	13	1,350,000	1,700,000	6,767,000
Transfers In	14	9,446,035	9,870,318	6,124,034
Total Revenues and Other Sources	15	37,409,712	37,671,857	37,349,763
Expenditures & Other Financing Uses				
Public Safety	16	3,601,371	3,328,312	2,803,203
Public Works	17	1,812,203	2,391,655	1,740,744
Health and Social Services	18	116,000	8,600	8,262
Culture and Recreation	19	1,970,546	1,752,030	1,532,952
Community and Economic Development	20	725,971	448,698	346,548
General Government	21	807,912	743,031	684,913
Debt Service	22	2,108,213	3,065,072	2,110,853
Capital Projects	23	5,848,100	806,000	0
Total Government Activities Expenditures	24	16,990,316	12,543,398	9,227,475
Business Type / Enterprises	25	15,660,461	14,734,229	21,438,981
Total ALL Expenditures	26	32,650,777	27,277,627	30,666,456
Transfers Out	27	9,446,035	9,870,318	6,124,034
Total ALL Expenditures/Transfers Out	28	42,096,812	37,147,945	36,790,490
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-4,687,100	523,912	559,273
Beginning Fund Balance July 1	30	21,479,783	20,955,871	20,396,598
Ending Fund Balance June 30	31	16,792,683	21,479,783	20,955,871

Staff Summary

3/15/2021

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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 53-R-2020-2021 Adopting FY 2021-2022 Budget**

BACKGROUND: This resolution would adopt the City of Storm Lake's Fiscal Year 2021-2022 Budget.

The Fiscal Year 2021-2022 Budget outlines the funding and operational priorities for the City in the next fiscal year.

- Funding of Capital Improvement projects that address the Council's adopted Strategic Plan and the City's comprehensive plan
- A commitment to infrastructure
- Careful long-range planning for revenue variables
- Continued planning for current and future action from State Legislature.
- Increased support for local cultural, service, recreational and community endeavors
- Greatly expanded Economic Development
- Debt consolidation and reduction
- A pay increase of 3% for non-contract employees

FISCAL IMPACT:

- Continuing our plan for a stable, controlled tax levy: For this year, a decrease in the tax levy to \$13.73919, down 0.3% from our current rate and down for the 5th year in a row constituting a 6% decrease in the tax rate over that timeframe.
- All Funds will exceed Council's requested balance of at least 40% of operating expenses. The General Fund, which Council has requested carry at least a \$1M but will also exceed the 40% level. In total, the City's total combined fund balance is expected to be nearly \$16.8M, or

51.5% of annual expenditures.

- Our Constitutional Debt Limit is \$26,988,088 and we currently carry \$16,526,809 of GO Debt, 61.24% of the limit, a full 7% lower than last year. Total debt will be \$23,073,808 at the close of this Fiscal Budget, down nearly \$3.3M from last year. For comparison, in 2015 we carried 91.3% of our Debt Limit and \$37,522,564 in Total Debt.

RECOMMENDATION: Adopt Resolution No. 53-R-2020-2021 Adopting FY 2021-2022 Budget

ATTACHMENTS:

Description	Type
 Resolution 53-R-2020-2021	Resolution
 FY 2021-2022 Budget	Financial Report

RESOLUTION NO. 53-R-2020-2021

RESOLUTION ADOPTING THE 2021-2022 FISCAL YEAR BUDGET FOR THE CITY OF STORM LAKE, IOWA

Be it resolved by the Council of the City of Storm Lake, Iowa:

Whereas the proposed budget has been published as required by law, and

Whereas the City Council has held a public hearing as required by law, and

Whereas all transfer of funds must be approved by resolution of the City Council.

NOW THEREFORE BE IT RESOLVED that the annual budget for the fiscal year ending June 30, 2022, as set forth in the Budget Summary and in the detailed budget in support thereof showing the revenue estimates, transfers and appropriation expenditures and allocations to program activities for said fiscal year be adopted.

ADOPTED BUDGET SUMMARY City Name: STORM LAKE Fiscal Year July 1, 2021 - June 30, 2022

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
Revenues & Other Financing Sources										
Taxes Levied on Property	1 2,698,502	1,151,600		576,666	0			4,426,768	4,305,324	4,299,526
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0			0	0	0
Net Current Property Taxes	3 2,698,502	1,151,600		576,666	0			4,426,768	4,305,324	4,299,526
Delinquent Property Taxes	4 0	0		0	0			0	0	0
TIF Revenues	5		910,956					910,956	795,824	773,898
Other City Taxes	6 2,607,782	32,371		15,042	0			2,655,195	2,550,986	2,732,348
Licenses & Permits	7 165,195	0					0	165,195	192,195	361,081
Use of Money and Property	8 226,202	0	0	0	0	0	0	226,202	271,559	359,506
Intergovernmental	9 247,553	1,349,630	0	26,176	600,000		750,000	2,973,359	2,148,559	1,602,319
Charges for Fees & Service	10 1,339,530	913,582		0	0	0	13,002,890	15,256,002	15,837,092	14,330,051
Special Assessments	11 0	0		0	0		0	0	0	0
Miscellaneous	12 0	0		0	0	0	0	0	0	0
Sub-Total Revenues	13 7,284,764	3,447,183	910,956	617,884	600,000	0	13,752,890	26,613,677	26,101,539	24,458,729
Other Financing Sources:										
Total Transfers In	14 1,590,777	162,500	0	1,537,923	1,267,600	0	4,887,235	9,446,035	9,870,318	6,124,034
Proceeds of Debt	15 0	0	0	0	1,350,000		0	1,350,000	1,700,000	6,767,000
Proceeds of Capital Asset Sales	16 0	0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17 8,875,541	3,609,683	910,956	2,155,807	3,217,600	0	18,640,125	37,409,712	37,671,857	37,349,763
Expenditures & Other Financing Uses										
Public Safety	18 2,791,848	809,523	0				0	3,601,371	3,328,312	2,803,203
Public Works	19 422,382	1,389,821	0				0	1,812,203	2,391,655	1,740,744
Health and Social Services	20 116,000	0	0				0	116,000	8,600	8,262
Culture and Recreation	21 1,794,932	175,614	0				0	1,970,546	1,752,030	1,532,952
Community and Economic Development	22 614,471	13,500	98,000				0	725,971	448,698	346,548
General Government	23 767,026	40,886	0				0	807,912	743,031	684,913
Debt Service	24 0	0	0	2,108,213			0	2,108,213	3,065,072	2,110,853
Capital Projects	25 786,900	0	0	0	5,061,200		0	5,848,100	806,000	0
Total Government Activities Expenditures	26 7,293,559	2,429,344	98,000	2,108,213	5,061,200	0		16,990,316	12,543,398	9,227,475
Business Type Proprietary: Enterprise & ISF	27						15,660,461	15,660,461	14,734,229	21,438,981
Total Gov & Bus Type Expenditures	28 7,293,559	2,429,344	98,000	2,108,213	5,061,200	0		32,650,777	27,277,627	30,666,456
Total Transfers Out	29 2,004,288	2,557,054	537,726	550,482	0	0	3,796,485	9,446,035	9,870,318	6,124,034
Total ALL Expenditures/Fund Transfers Out	30 9,297,847	4,986,398	635,726	2,658,695	5,061,200	0	19,456,946	42,096,812	37,147,945	36,790,490
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 -422,306	-1,376,715	275,230	-502,888	-1,843,600	0	-816,821	-4,687,100	523,912	559,273
Beginning Fund Balance July 1	33 3,864,191	2,835,138	-468,662	682,810	3,944,085	252,119	10,370,102	21,479,783	20,955,871	20,396,598
Ending Fund Balance June 30	34 3,441,885	1,458,423	-193,432	179,922	2,100,485	252,119	9,553,281	16,792,683	21,479,783	20,955,871

PASSED AND APPROVED this 15th day of March, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Adopted On: (entered upon proposal) Resolution:

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	327,973,990	2b	319,007,458	
DEBT SERVICE	3a	352,729,333	3b	343,762,801	
Ag Land	4a	778,197			
City Number: 11-091 Last Official Census: 10,600					

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW			Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			5	2,656,589	2,583,960	43	8.10000
Non-Voted Other Permissible Levies								
Contract for use of Bridge	0.67500			6		0	44	0.00000
Opr & Maint publicly owned Transit	0.95000			7		0	45	0.00000
Rent, Ins. Maint of Civic Center	Amt Nec			8		0	46	0.00000
Opr & Maint of City owned Civic Center	0.13500			9		0	47	0.00000
Planning a Sanitary Disposal Project	0.06750			10		0	48	0.00000
Aviation Authority (under sec.330A.15)	0.27000			11		0	49	0.00000
Levee Impr. fund in special charter city	0.06750			13		0	51	0.00000
Liability, property & self insurance costs	Amt Nec			14	115,357	112,204	52	0.35173
Support of a Local Emerg.Mgmt.Comm.	Amt Nec			462		0	465	0.00000
Voted Other Permissible Levies								
Instrumental/Vocal Music Groups	0.13500			15		0	53	0.00000
Memorial Building	0.81000			16		0	54	0.00000
Symphony Orchestra	0.13500			17		0	55	0.00000
Cultural & Scientific Facilities	0.27000			18		0	56	0.00000
County Bridge	As Voted			19		0	57	0.00000
Missi or Missouri River Bridge Const.	1.35000			20		0	58	0.00000
Aid to a Transit Company	0.03375			21		0	59	0.00000
Maintain Institution received by gift/devise	0.20500			22		0	60	0.00000
City Emergency Medical District	1.00000			463		0	466	0.00000
Support Public Library	0.27000			23		0	61	0.00000
Unified Law Enforcement	1.50000			24		0	62	0.00000
Total General Fund Regular Levies (5 thru 24)				25	2,771,946	2,696,164		
Ag Land	3.00375			26	2,338	2,338	63	3.00375
Total General Fund Tax Levies (25 + 26)				27	2,774,284	2,698,502		
Special Revenue Levies								
Emergency (if general fund at levy limit)	0.27000			28	88,553	86,132	64	0.27000
Police & Fire Retirement	Amt Nec			29	280,140	272,480		0.85415
FICA & IPERS (if general fund at levy limit)	Amt Nec			30	123,741	120,358		0.37729
Other Employee Benefits	Amt Nec			31	691,537	672,630		2.10851
Total Employee Benefit Levies (29,30,31)				32	1,095,418	1,065,468	65	3.33995
Sub Total Special Revenue Levies (28+32)				33	1,183,971	1,151,600		
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation					
SSMID 1		0	0	34		0	66	0.00000
SSMID 2		0	0	35		0	67	0.00000
SSMID 3		0	0	36		0	68	0.00000
SSMID 4		0	0	37		0	69	0.00000
SSMID 5		0	0	555		0	565	0.00000
SSMID 6		0	0	556		0	566	0.00000
SSMID 7		0	0	1177		0	1179	0.00000
SSMID 8		0	0	1185		0	1187	0.00000
Total Special Revenue Levies				39	1,183,971	1,151,600		
Debt Service Levy 76.10(6)	Amt Nec			40	591,708	576,666	70	1.67751
Capital Projects (Capital Improv. Reserve)	0.67500			41		0	71	0.00000
Total Property Taxes (27+39+40+41)				42	4,549,963	4,426,768	72	13.73919

(Signature)

(Date)

(County Auditor)

(Date)

NOTICE OF PUBLIC HEARING - CITY OF STORM LAKE - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2021 - June 30, 2022

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 1/18/2021 **Meeting Time:** 05:00 PM **Meeting Location:** City Council Chambers 620 Erie St. Storm Lake, Iowa

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.stormlake.org

City Telephone Number
 (712) 732-8000

	Current Year Certified Property Tax 2020 - 2021	Budget Year Effective Property Tax 2021 - 2022	Budget Year Proposed Maximum Property Tax 2021 - 2022	Annual % CHG
Regular Taxable Valuation	319,599,571	327,973,990	327,973,990	
Tax Levies:				
Regular General	2,588,757	2,588,757	2,656,589	
Contract for Use of Bridge	0	0		
Opr & Maint Publicly Owned Transit	0	0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0		
Opr & Maint of City-Owned Civic Center	0	0		
Planning a Sanitary Disposal Project	0	0		
Liability, Property & Self-Insurance Costs	112,434	112,434	115,357	
Support of Local Emer. Mgmt. Commission	0	0		
Emergency	86,292	86,292	88,553	
Police & Fire Retirement	285,771	285,771	280,140	
FICA & IPERS	121,315	121,315	123,741	
Other Employee Benefits	745,367	745,367	691,537	
Total Tax Levy	3,939,936	3,939,936	3,955,917	0.4
Tax Rate	12.32773	12.01295	12.06168	

Explanation of significant increases in the budget:

If applicable, the above notice also available online at:

www.stormlake.org

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

Commercial & Industrial Replacement Claim Estimation

City Name: STORM LAKE

Fiscal Year July 1, 2021 - June 30, 2022

This sheet has been designed to allow each city to estimate the amount of property tax reimbursement that will be received from the State for each fund.

		Commercial - Non-TIF	Commercial - TIF	Industrial - Non-TIF	Industrial - TIF
Taxable	1	98,079,259	14,225,255	18,746,602	9,385,535
100% Assessed	2	110,557,538	14,225,255	21,872,395	9,385,535
A		REPLACEMENT			
General Fund		3	131,881		REVENUES, LINE 18
Special Fund		4	56,330		REVENUES, LINE 18
Debt Fund		5	26,176		REVENUES, LINE 18
Capital Reserve Fund		6	0		REVENUES, LINE 18

REPLACEMENT PAYMENT PERCENTAGE

Beginning in FY 2021-2022, the amount of commercial & industrial replacement payments paid by the State of Iowa to local governments becomes limited by the total amount of payments made in FY 2016-2017. This limitation of total dollars available for repayment of commercial & industrial replacement claims may cause all payments to local governments to be pro-rated. The amount of proration necessary for the budget year will not be known until August, but the dropdown below will allow the estimated commercial & industrial replacement payments to be reduced by a selected proration percentage.

To reduce that estimated amount of commercial & industrial replacement payment budgeted for the coming fiscal year, complete an estimation of the replacement payment above. Once complete, select a proration percentage from the list below. The proration percentage will limit the amount of estimated replacement payment budgeted. This will hopefully prevent an over estimation in the budget year revenues.

Proration Percentage

100%

Please input the amount of revenue being received from any grants or reimbursements from the State of Iowa, excluding the replacement amounts on lines 3 through 6 above. Separate the revenues by fund receiving the money.

Other State Grants & Reimbursements	General	Special Revenue	TIF Sp. Revenue	Debt Service	Capital Projects	Proprietary

Commercial & Industrial Replacement Claim Estimation - SSMIDs

City Name: STORM LAKE

Fiscal Year July 1, 2021 - June 30, 2022

			Commercial - Reg	Industrial - Reg	Replacement
Special Fund - Total All SSMIDs					
SSMID 1	Taxable	1	0	0	0
	Assessed	2	0	0	0
SSMID 2	Taxable	3	0	0	0
	Assessed	4	0	0	0
SSMID 3	Taxable	5	0	0	0
	Assessed	6	0	0	0
SSMID 4	Taxable	7	0	0	0
	Assessed	8	0	0	0
SSMID 5	Taxable	9	0	0	0
	Assessed	10	0	0	0
SSMID 6	Taxable	11	0	0	0
	Assessed	12	0	0	0
SSMID 7	Taxable	13	0	0	0
	Assessed	14	0	0	0
SSMID 8	Taxable	15	0	0	0
	Assessed	16	0	0	0
	Assessed	17	0	0	0

FUND BALANCE

City Name: STORM LAKE

Fiscal Year July 1, 2021 - June 30, 2022

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2020									
Beginning Fund Balance July 1	1 2,560,432	4,898,233	-153,566	84,387	1,324,392	252,075	8,965,953	11,430,645	20,396,598
Actual Revenues Except Beg Balance	2 6,904,836	4,834,641	781,006	2,973,829	355,603	4	15,849,919	21,499,844	37,349,763
Actual Expenditures Except End Balance	3 5,233,767	4,856,890	1,096,102	2,725,461	0	0	13,912,220	22,878,270	36,790,490
Ending Fund Balance June 30	4 4,231,501	4,875,984	-468,662	332,755	1,679,995	252,079	10,903,652	10,052,219	20,955,871
Re-Estimated FY 2021									
Beginning Fund Balance	5 4,231,501	4,875,984	-468,662	332,755	1,679,995	252,079	10,903,652	10,052,219	20,955,871
Re-Est Revenues	6 7,181,333	4,443,957	795,824	3,017,844	2,264,090	40	17,703,088	19,968,769	37,671,857
Re-Est Expenditures	7 7,548,643	6,484,803	795,824	2,667,789	0	0	17,497,059	19,650,886	37,147,945
Ending Fund Balance	8 3,864,191	2,835,138	-468,662	682,810	3,944,085	252,119	11,109,681	10,370,102	21,479,783
Budget FY 2022									
Beginning Fund Balance	9 3,864,191	2,835,138	-468,662	682,810	3,944,085	252,119	11,109,681	10,370,102	21,479,783
Revenues	10 8,875,541	3,609,683	910,956	2,155,807	3,217,600	0	18,769,587	18,640,125	37,409,712
Expenditures	11 9,297,847	4,986,398	635,726	2,658,695	5,061,200	0	22,639,866	19,456,946	42,096,812
Ending Fund Balance	12 3,441,885	1,458,423	-193,432	179,922	2,100,485	252,119	7,239,402	9,553,281	16,792,683

LOCAL EMC SUPPORT

City Name: STORM LAKE

Fiscal Year July 1, 2021 - June 30, 2022

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	10,180	9,902
Support of a Local Emerg. Mgmt. Comm.	0	0
TOTAL FOR FY 2022	10,180	9,902

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: STORM LAKE
Fiscal Year July 1, 2020 - June 30, 2021

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2021	ACTUAL 2020
PUBLIC SAFETY										
Police Department/Crime Prevention	1	2,156,243	453,897						2,610,140	2,152,786
Jail	2								0	0
Emergency Management	3	7,180							7,180	3,180
Flood Control	4								0	0
Fire Department	5	597,438							597,438	509,015
Ambulance	6								0	0
Building Inspections	7	105,554							105,554	135,195
Miscellaneous Protective Services	8								0	0
Animal Control	9	8,000							8,000	3,027
Other Public Safety	10								0	0
TOTAL (lines 1 - 10)	11	2,874,415	453,897				0		3,328,312	2,803,203
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	63,793	1,394,748						1,458,541	1,037,795
Parking - Meter and Off-Street	13								0	0
Street Lighting	14		185,000						185,000	197,170
Traffic Control and Safety	15								0	29,392
Snow Removal	16		368,192						368,192	175,591
Highway Engineering	17								0	0
Street Cleaning	18								0	0
Airport (if not Enterprise)	19	379,922							379,922	300,796
Garbage (if not Enterprise)	20								0	0
Other Public Works	21								0	0
TOTAL (lines 12 - 21)	22	443,715	1,947,940				0		2,391,655	1,740,744
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27								0	0
Community Mental Health	28								0	0
Other Health and Social Services	29	8,600							8,600	8,262
TOTAL (lines 23 - 29)	30	8,600	0				0		8,600	8,262
CULTURE & RECREATION										
Library Services	31	323,661	85,387						409,048	319,472
Museum, Band and Theater	32	8,000	102						8,102	6,889
Parks	33	557,886	89,934						647,820	522,359
Recreation	34	586,000							586,000	587,034
Cemetery	35								0	0
Community Center, Zoo, & Marina	36	83,060							83,060	97,198
Other Culture and Recreation	37	18,000							18,000	0
TOTAL (lines 31 - 37)	38	1,576,607	175,423				0		1,752,030	1,532,952

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: STORM LAKE
Fiscal Year July 1, 2020 - June 30, 2021

	GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2021	ACTUAL 2020
	COMMUNITY & ECONOMIC DEVELOPMENT									
39	Community Beautification								0	0
40	Economic Development	183,855	100,000	164,843					448,698	346,548
41	Housing and Urban Renewal								0	0
42	Planning & Zoning								0	0
43	Other Com & Econ Development								0	0
44	TIF Rebates								0	0
45	TOTAL (lines 39 - 44)	183,855	100,000	164,843			0		448,698	346,548
	GENERAL GOVERNMENT									
46	Mayor, Council, & City Manager	44,271	6,636						50,907	54,226
47	Clerk, Treasurer, & Finance Adm.	103,628	34,251						137,879	123,340
48	Elections	6,000							6,000	3,160
49	Legal Services & City Attorney	45,000							45,000	42,840
50	City Hall & General Buildings	128,369							128,369	108,386
51	Tort Liability	144,120							144,120	150,305
52	Other General Government	230,756							230,756	202,656
53	TOTAL (lines 46 - 52)	702,144	40,887	0			0		743,031	684,913
54	DEBT SERVICE	105,000	391,592	630,981	1,937,499				3,065,072	2,110,853
55	Gov Capital Projects		806,000						806,000	0
56	TIF Capital Projects								0	0
57	TOTAL CAPITAL PROJECTS	0	806,000	0		0	0		806,000	0
58	TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	5,894,336	3,915,739	795,824	1,937,499	0	0		12,543,398	9,227,475
	BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
59	Water Utility							3,601,975	3,601,975	2,457,006
60	Sewer Utility							3,682,280	3,682,280	6,429,304
61	Electric Utility								0	0
62	Gas Utility								0	0
63	Airport								0	0
64	Landfill/Garbage							447,475	447,475	445,759
65	Transit								0	0
66	Cable TV, Internet & Telephone								0	0
67	Housing Authority								0	0
68	Storm Water Utility							1,210,040	1,210,040	1,204,245
69	Other Business Type (city hosp., ISF, parking, etc.)							3,310,050	3,310,050	4,920,408
70	Enterprise DEBT SERVICE								0	3,103,890
71	Enterprise CAPITAL PROJECTS							2,482,409	2,482,409	2,878,369
72	Enterprise TIF CAPITAL PROJECTS								0	0
73	TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)							14,734,229	14,734,229	21,438,981
74	TOTAL ALL EXPENDITURES (lines 58+73)	5,894,336	3,915,739	795,824	1,937,499	0	0	14,734,229	27,277,627	30,666,456
75	Regular Transfers Out	1,654,307	2,569,064		730,290	0		4,916,657	9,870,318	5,127,829
76	Internal TIF Loan Transfers Out								0	996,205
77	Total ALL Transfers Out	1,654,307	2,569,064	0	730,290	0	0	4,916,657	9,870,318	6,124,034
78	Total Expenditures and Other Fin Uses (lines 74+77)	7,548,643	6,484,803	795,824	2,667,789	0	0	19,650,886	37,147,945	36,790,490
79	Ending Fund Balance June 30	3,864,191	2,835,138	-468,662	682,810	3,944,085	252,119	10,370,102	21,479,783	20,955,871

RE-ESTIMATED REVENUES DETAIL

City Name: STORM LAKE

Fiscal Year July 1, 2020 - June 30, 2021

REVENUES & OTHER FINANCING SOURCES		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2021	ACTUAL 2020
Taxes Levied on Property	1	2,620,887	1,200,916		483,521				4,305,324	4,299,526
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes (line 1 minus line 2)	3	2,620,887	1,200,916		483,521	0			4,305,324	4,299,526
Delinquent Property Taxes	4								0	0
TIF Revenues	5			795,824					795,824	773,898
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	82,484	37,829		14,104				134,417	22,959
Utility franchise tax (Iowa Code Chapter 364.2)	7	829,569							829,569	920,356
Parimutuel wager tax	8								0	0
Gaming wager tax	9								0	0
Mobile Home Taxes	10								0	0
Hotel/Motel Taxes	11		250,000						250,000	297,828
Other Local Option Taxes	12		1,337,000						1,337,000	1,491,205
Subtotal - Other City Taxes (lines 6 thru 12)	13	912,053	1,624,829		14,104	0			2,550,986	2,732,348
Licenses & Permits	14	183,695	6,500						192,195	361,081
Use of Money & Property	15	220,695	37,824			5,000	40	8,000	271,559	359,506
Intergovernmental:										
Federal Grants & Reimbursements	16	496,158							496,158	0
Road Use Taxes	17		1,346,200						1,346,200	1,362,635
Other State Grants & Reimbursements	18	128,192	58,788		21,921				208,901	151,364
Local Grants & Reimbursements	19	97,300							97,300	88,320
Subtotal - Intergovernmental (lines 16 thru 19)	20	721,650	1,404,988	0	21,921	0		0	2,148,559	1,602,319
Charges for Fees & Service:										
Water Utility	21							4,203,000	4,203,000	3,988,842
Sewer Utility	22							4,639,247	4,639,247	9,884,682
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25								0	0
Airport	26								0	0
Landfill/Garbage	27							434,500	434,500	0
Hospital	28								0	456,527
Transit	29								0	0
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32							470,000	470,000	0
Other Fees & Charges for Service	33	1,798,005	38,900					4,253,440	6,090,345	0
Subtotal - Charges for Service (lines 21 thru 33)	34	1,798,005	38,900	0	0	0	0	14,000,187	15,837,092	14,330,051
Special Assessments	35								0	0
Miscellaneous	36								0	0
Other Financing Sources:										
Regular Operating Transfers In	37	722,348	130,000		2,498,298	2,259,090		4,260,582	9,870,318	5,127,829
Internal TIF Loan Transfers In	38								0	996,205
Subtotal ALL Operating Transfers In	39	722,348	130,000	0	2,498,298	2,259,090	0	4,260,582	9,870,318	6,124,034
Proceeds of Debt (Excluding TIF Internal Borrowing)	40							1,700,000	1,700,000	6,767,000
Proceeds of Capital Asset Sales	41								0	0
Subtotal-Other Financing Sources (lines 36 thru 38)	42	722,348	130,000	0	2,498,298	2,259,090	0	5,960,582	11,570,318	12,891,034
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	7,181,333	4,443,957	795,824	3,017,844	2,264,090	40	19,968,769	37,671,857	37,349,763
Beginning Fund Balance July 1	44	4,231,501	4,875,984	-468,662	332,755	1,679,995	252,079	10,052,219	20,955,871	20,396,598
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45	11,412,834	9,319,941	327,162	3,350,599	3,944,085	252,119	30,020,988	58,627,728	57,746,361

EXPENDITURES SCHEDULE PAGE 1

City Name: STORM LAKE

Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
PUBLIC SAFETY										
Police Department/Crime Prevention	1 2,281,047	650,581						2,931,628	2,610,140	2,152,786
Jail	2								0	0
Emergency Management	3 10,180							10,180	7,180	3,180
Flood Control	4								0	0
Fire Department	5 410,247	122,472						532,719	597,438	509,015
Ambulance	6								0	0
Building Inspections	7 80,374	26,470						106,844	105,554	135,195
Miscellaneous Protective Services	8								0	0
Animal Control	9 10,000							10,000	8,000	3,027
Other Public Safety	10	10,000						10,000	0	0
TOTAL (lines 1 - 10)	11 2,791,848	809,523				0		3,601,371	3,328,312	2,803,203
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12 44,649	948,275						992,924	1,458,541	1,037,795
Parking - Meter and Off-Street	13								0	0
Street Lighting	14	185,000						185,000	185,000	197,170
Traffic Control and Safety	15	25,000						25,000	0	29,392
Snow Removal	16	231,546						231,546	368,192	175,591
Highway Engineering	17								0	0
Street Cleaning	18								0	0
Airport	19 377,733							377,733	379,922	300,796
Garbage (if not Enterprise)	20								0	0
Other Public Works	21								0	0
TOTAL (lines 12 - 21)	22 422,382	1,389,821				0		1,812,203	2,391,655	1,740,744
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27								0	0
Community Mental Health	28								0	0
Other Health and Social Services	29 116,000							116,000	8,600	8,262
TOTAL (lines 23 - 29)	30 116,000	0				0		116,000	8,600	8,262
CULTURE & RECREATION										
Library Services	31 341,850	85,387						427,237	409,048	319,472
Museum, Band and Theater	32 8,000	102						8,102	8,102	6,889
Parks	33 633,611	90,125						723,736	647,820	522,359
Recreation	34 592,418							592,418	586,000	587,034
Cemetery	35								0	0
Community Center, Zoo, & Marina	36 70,600							70,600	83,060	97,198
Other Culture and Recreation	37 148,453							148,453	18,000	0
TOTAL (lines 31 - 37)	38 1,794,932	175,614				0		1,970,546	1,752,030	1,532,952

EXPENDITURES SCHEDULE PAGE 2

City Name: STORM LAKE

Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
COMMUNITY & ECONOMIC DEVELOPMENT											
	39								0	0	0
Community Beautification											
Economic Development	40	268,471	13,500						281,971	448,698	346,548
Housing and Urban Renewal	41	10,000							10,000	0	0
Planning & Zoning	42	250,000							250,000	0	0
Other Com & Econ Development	43	86,000							86,000	0	0
TIF Rebates	44			98,000					98,000	0	0
TOTAL (lines 39 - 44)	45	614,471	13,500	98,000			0		725,971	448,698	346,548
GENERAL GOVERNMENT											
Mayor, Council, & City Manager	46	44,271	6,636						50,907	50,907	54,226
Clerk, Treasurer, & Finance Adm.	47	129,883	34,250						164,133	137,879	123,340
Elections	48	6,000							6,000	6,000	3,160
Legal Services & City Attorney	49	90,000							90,000	45,000	42,840
City Hall & General Buildings	50	58,147							58,147	128,369	108,386
Tort Liability	51	152,800							152,800	144,120	150,305
Other General Government	52	285,925							285,925	230,756	202,656
TOTAL (lines 46 - 52)	53	767,026	40,886	0	2,108,213		0		807,912	743,031	684,913
DEBT SERVICE									2,108,213	3,065,072	2,110,853
Gov Capital Projects	54					5,061,200			5,848,100	806,000	0
TIF Capital Projects	56								0	0	0
TOTAL CAPITAL PROJECTS	57	786,900	0	0		5,061,200	0		5,848,100	806,000	0
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	7,293,559	2,429,344	98,000	2,108,213	5,061,200	0		16,990,316	12,543,398	9,227,475
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
Water Utility	59								6,623,310	3,601,975	2,457,006
Sewer Utility	60								3,768,256	3,682,280	6,429,304
Electric Utility	61								0	0	0
Gas Utility	62								0	0	0
Airport	63								0	0	0
Landfill/Garbage	64							483,701	483,701	447,475	445,759
Transit	65								0	0	0
Cable TV, Internet & Telephone	66								0	0	0
Housing Authority	67								0	0	0
Storm Water Utility	68								240,302	1,210,040	1,204,245
Other Business Type (city hosp., ISF, parking, etc.)	69								4,544,892	3,310,050	4,920,408
Enterprise DEBT SERVICE	70								0	0	3,103,890
Enterprise CAPITAL PROJECTS	71								0	2,482,409	2,878,369
Enterprise TIF CAPITAL PROJECTS	72								0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73								15,660,461	14,734,229	21,438,981
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	7,293,559	2,429,344	98,000	2,108,213	5,061,200	0		32,650,777	27,277,627	30,666,456
Regular Transfers Out	75	2,004,288	2,557,054		550,482				8,908,309	9,870,318	5,127,829
Internal TIF Loan / Repayment Transfers Out	76			537,726					537,726	0	996,205
Total ALL Transfers Out	77	2,004,288	2,557,054	537,726	550,482	0	0		9,446,035	9,870,318	6,124,034
Total Expenditures & Fund Transfers Out (lines 74+77)	78	9,297,847	4,986,398	635,726	2,658,695	5,061,200	0		42,096,812	37,147,945	36,790,490
Ending Fund Balance June 30	79	3,441,885	1,458,423	-193,432	179,922	2,100,485	252,119		16,792,683	21,479,783	20,955,871

REVENUES DETAIL

City Name: STORM LAKE
Fiscal Year July 1, 2021 - June 30, 2022

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
REVENUES & OTHER FINANCING SOURCES											
Taxes Levied on Property	1	2,698,502	1,151,600		576,666	0			4,426,768	4,305,324	4,299,526
Less: Uncollected Property Taxes - Levy Year	2								0	0	0
Net Current Property Taxes (line 1 minus line 2)	3	2,698,502	1,151,600		576,666	0			4,426,768	4,305,324	4,299,526
Delinquent Property Taxes	4								0	0	0
TIF Revenues	5			910,956					910,956	795,824	773,898
Other City Taxes:											
Utility Tax Replacement Excise Taxes	6	75,782	32,371		15,042	0			123,195	134,417	22,959
Utility franchise tax (Iowa Code Chapter 364.2)	7	915,000							915,000	829,569	920,356
Parimutuel wager tax	8								0	0	0
Gaming wager tax	9								0	0	0
Mobile Home Taxes	10								0	0	0
Hotel/Motel Taxes	11	280,000							280,000	250,000	297,828
Other Local Option Taxes	12	1,337,000							1,337,000	1,337,000	1,491,205
Subtotal - Other City Taxes (lines 6 thru 12)	13	2,607,782	32,371		15,042	0			2,655,195	2,550,986	2,732,348
Licenses & Permits	14	165,195							165,195	192,195	361,081
Use of Money & Property	15	226,202							226,202	271,559	359,506
Intergovernmental:											
Federal Grants & Reimbursements	16					600,000		750,000	1,350,000	496,158	0
Road Use Taxes	17		1,293,300						1,293,300	1,346,200	1,362,635
Other State Grants & Reimbursements	18	131,881	56,330	0	26,176	0		0	214,387	208,901	151,364
Local Grants & Reimbursements	19	115,672							115,672	97,300	88,320
Subtotal - Intergovernmental (lines 16 thru 19)	20	247,553	1,349,630	0	26,176	600,000		750,000	2,973,359	2,148,559	1,602,319
Charges for Fees & Service:											
Water Utility	21							4,562,613	4,562,613	4,203,000	3,988,842
Sewer Utility	22							3,608,359	3,608,359	4,639,247	9,884,682
Electric Utility	23								0	0	0
Gas Utility	24								0	0	0
Parking	25								0	0	0
Airport	26								0	434,500	0
Landfill/Garbage	27							455,000	455,000	0	456,527
Hospital	28								0	0	0
Transit	29								0	0	0
Cable TV, Internet & Telephone	30								0	0	0
Housing Authority	31								0	0	0
Storm Water Utility	32							418,000	418,000	470,000	0
Other Fees & Charges for Service	33	1,339,530	913,582					3,958,918	6,212,030	6,090,345	0
Subtotal - Charges for Service (lines 21 thru 33)	34	1,339,530	913,582	0	0	0	0	13,002,890	15,256,002	15,837,092	14,330,051
Special Assessments	35								0	0	0
Miscellaneous	36								0	0	0
Other Financing Sources:											
Regular Operating Transfers In	37	1,590,777	162,500		1,000,197	1,267,600		4,887,235	8,908,309	9,870,318	5,127,829
Internal TIF Loan Transfers In	38				537,726				537,726	0	996,205
Subtotal ALL Operating Transfers In	39	1,590,777	162,500	0	1,537,923	1,267,600	0	4,887,235	9,446,035	9,870,318	6,124,034
Proceeds of Debt (Excluding TIF Internal Borrowing)	40					1,350,000			1,350,000	1,700,000	6,767,000
Proceeds of Capital Asset Sales	41								0	0	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42	1,590,777	162,500	0	1,537,923	2,617,600	0	4,887,235	10,796,035	11,570,318	12,891,034
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	8,875,541	3,609,683	910,956	2,155,807	3,217,600	0	18,640,125	37,409,712	37,671,857	37,349,763
Beginning Fund Balance July 1	44	3,864,191	2,835,138	-468,662	682,810	3,944,085	252,119	10,370,102	21,479,783	20,955,871	20,396,598
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45	12,739,732	6,444,821	442,294	2,838,617	7,161,685	252,119	29,010,227	58,889,495	58,627,728	57,746,361

ADOPTED BUDGET SUMMARY

City Name: STORM LAKE

Fiscal Year July 1, 2021 - June 30, 2022

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
Revenues & Other Financing Sources										
Taxes Levied on Property	1 2,698,502	1,151,600		576,666	0			4,426,768	4,305,324	4,299,526
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0			0	0	0
Net Current Property Taxes	3 2,698,502	1,151,600		576,666	0			4,426,768	4,305,324	4,299,526
Delinquent Property Taxes	4 0	0		0	0			0	0	0
TIF Revenues	5		910,956					910,956	795,824	773,898
Other City Taxes	6 2,607,782	32,371		15,042	0			2,655,195	2,550,986	2,732,348
Licenses & Permits	7 165,195	0					0	165,195	192,195	361,081
Use of Money and Property	8 226,202	0	0	0	0	0	0	226,202	271,559	359,506
Intergovernmental	9 247,553	1,349,630	0	26,176	600,000		750,000	2,973,359	2,148,559	1,602,319
Charges for Fees & Service	10 1,339,530	913,582	0	0	0	0	13,002,890	15,256,002	15,837,092	14,330,051
Special Assessments	11 0	0		0	0		0	0	0	0
Miscellaneous	12 0	0		0	0		0	0	0	0
Sub-Total Revenues	13 7,284,764	3,447,183	910,956	617,884	600,000	0	13,752,890	26,613,677	26,101,539	24,458,729
Other Financing Sources:										
Total Transfers In	14 1,590,777	162,500	0	1,537,923	1,267,600	0	4,887,235	9,446,035	9,870,318	6,124,034
Proceeds of Debt	15 0	0	0	0	1,350,000		0	1,350,000	1,700,000	6,767,000
Proceeds of Capital Asset Sales	16 0	0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17 8,875,541	3,609,683	910,956	2,155,807	3,217,600	0	18,640,125	37,409,712	37,671,857	37,349,763
Expenditures & Other Financing Uses										
Public Safety	18 2,791,848	809,523	0			0		3,601,371	3,328,312	2,803,203
Public Works	19 422,382	1,389,821	0			0		1,812,203	2,391,655	1,740,744
Health and Social Services	20 116,000	0	0			0		116,000	8,600	8,262
Culture and Recreation	21 1,794,932	175,614	0			0		1,970,546	1,752,030	1,532,952
Community and Economic Development	22 614,471	13,500	98,000			0		725,971	448,698	346,548
General Government	23 767,026	40,886	0			0		807,912	743,031	684,913
Debt Service	24 0	0		2,108,213				2,108,213	3,065,072	2,110,853
Capital Projects	25 786,900	0	0		5,061,200			5,848,100	806,000	0
Total Government Activities Expenditures	26 7,293,559	2,429,344	98,000	2,108,213	5,061,200	0		16,990,316	12,543,398	9,227,475
Business Type Proprietary: Enterprise & ISF	27							15,660,461	14,734,229	21,438,981
Total Gov & Bus Type Expenditures	28 7,293,559	2,429,344	98,000	2,108,213	5,061,200	0		15,660,461	27,277,627	30,666,456
Total Transfers Out	29 2,004,288	2,557,054	537,726	550,482	0	0		3,796,485	9,446,035	6,124,034
Total ALL Expenditures/Fund Transfers Out	30 9,297,847	4,986,398	635,726	2,658,695	5,061,200	0		19,456,946	37,147,945	36,790,490
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 -422,306	-1,376,715	275,230	-502,888	-1,843,600	0		-4,687,100	523,912	559,273
Beginning Fund Balance July 1	33 3,864,191	2,835,138	-468,662	682,810	3,944,085	252,119	10,370,102	21,479,783	20,955,871	20,396,598
Ending Fund Balance June 30	34 3,441,885	1,458,423	-193,432	179,922	2,100,485	252,119	9,553,281	16,792,683	21,479,783	20,955,871

LONG TERM DEBT SCHEDULE - LT DEBT1
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
GO Hotel Bond	1 8,171,000	GO	89R-2020-2021	631,000	206,883	837,883	500		345,975	492,408
Go Outdoor Pool, Hotel Motel, TIF	2 5,600,000	GO	91R-2011-2012	375,774	34,188	409,962	500		410,462	0
SRF Expansion	3 1,500,000	GO	25R-2015-2016	85,000	22,436	107,436	3,205		110,641	0
SRF North Central	4 1,755,000	GO	25R-2015-2016	109,000	26,776	135,776	3,825		139,601	0
Hotel TIF	5 375,000	GO	103R-2015-2016	15,000	8,926	23,926	33		23,959	0
Hotel / Motel	6 965,000	GO	103R-2015-2016R--R2018-	85,000	15,676	100,676	232		100,908	0
Hotel Revenue	7 1,850,000	GO	15R-2018-2019	155,000	46,407	201,407	500		201,907	0
GO Bargloff TIF	8 2,685,000	GO	15R-2018-2019	150,000	66,900	216,900	500		217,400	0
Fire Truck	9 705,000	GO	56R-2017-2018	85,000	13,800	98,800	500			99,300
SRF - Water Plant	10 7,500,000	NON-GO	53R-2002-2003	461,000	24,955	485,955	3,565		489,520	0
Storm Water 2006	11 729,000	NON-GO	27R-2006-2007	41,000	4,655	45,655	655		46,310	0
Odor Control SRF	12 660,000	NON-GO	118R-2006-2007	37,000	7,260	44,260	605		44,865	0
Water Revenue	13 2,185,000	NON-GO	18R-2019-2020	32,000	37,347	69,347	500		69,847	0
Sewer Revenue	14 4,582,000	NON-GO	17R-2019-2020	368,000	66,311	434,311	500		434,811	0
Storm Water SRF 2013	15 1,100,000	NON-GO	105R-2012-2013	50,000	22,160	72,160	500		72,660	0
Storm Water SRF 2015	16 750,000	NON-GO	27R-2015-2016	37,000	10,080	47,080	1,440		48,520	0
	17 -	-				0				0
	18 -	-				0				0
	19 -	-				0				0
	20 -	-				0				0
	21 -	-				0				0
	22 -	-				0				0
	23 -	-				0				0
	24 -	-				0				0
	25 -	-				0				0
	26 -	-				0				0
	27 -	-				0				0
	28 -	-				0				0
	29 -	-				0				0
	30 -	-				0				0
TOTALS				2,716,774	614,760	3,331,534	17,560	0	2,757,386	591,708

LONG TERM DEBT SCHEDULE - LT DEBT2
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-				0				0
	32	-				0				0
	33	-				0				0
	34	-				0				0
	35	-				0				0
	36	-				0				0
	37	-				0				0
	38	-				0				0
	39	-				0				0
	40	-				0				0
	41	-				0				0
	42	-				0				0
	43	-				0				0
	44	-				0				0
	45	-				0				0
	46	-				0				0
	47	-				0				0
	48	-				0				0
	49	-				0				0
	50	-				0				0
	51	-				0				0
	52	-				0				0
	53	-				0				0
	54	-				0				0
	55	-				0				0
	56	-				0				0
	57	-				0				0
	58	-				0				0
	59	-				0				0
	60	-				0				0
TOTALS				2,716,774	614,760	3,331,534	17,560	0	2,757,386	591,708

LONG TERM DEBT SCHEDULE - LT DEBT3
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-				0				0
	62	-				0				0
	63	-				0				0
	64	-				0				0
	65	-				0				0
	66	-				0				0
	67	-				0				0
	68	-				0				0
	69	-				0				0
	70	-				0				0
	71	-				0				0
	72	-				0				0
	73	-				0				0
	74	-				0				0
	75	-				0				0
	76	-				0				0
	77	-				0				0
	78	-				0				0
	79	-				0				0
	80	-				0				0
	81	-				0				0
	82	-				0				0
	83	-				0				0
	84	-				0				0
	85	-				0				0
	86	-				0				0
	87	-				0				0
	88	-				0				0
	89	-				0				0
	90	-				0				0
TOTALS				2,716,774	614,760	3,331,534	17,560	0	2,757,386	591,708

LONG TERM DEBT SCHEDULE - LT DEBT4
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91	-				0				0
	92	-				0				0
	93	-				0				0
	94	-				0				0
	95	-				0				0
	96	-				0				0
	97	-				0				0
	98	-				0				0
	99	-				0				0
	100	-				0				0
	101	-				0				0
	102	-				0				0
	103	-				0				0
	104	-				0				0
	105	-				0				0
	106	-				0				0
	107	-				0				0
	108	-				0				0
	109	-				0				0
	110	-				0				0
	111	-				0				0
	112	-				0				0
	113	-				0				0
	114	-				0				0
	115	-				0				0
	116	-				0				0
	117	-				0				0
	118	-				0				0
	119	-				0				0
	120	-				0				0
TOTALS				2,716,774	614,760	3,331,534	17,560	0	2,757,386	591,708

LONG TERM DEBT SCHEDULE - LT DEBT5
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121	-				0				0
	122	-				0				0
	123	-				0				0
	124	-				0				0
	125	-				0				0
	126	-				0				0
	127	-				0				0
	128	-				0				0
	129	-				0				0
	130	-				0				0
	131	-				0				0
	132	-				0				0
	133	-				0				0
	134	-				0				0
	135	-				0				0
	136	-				0				0
	137	-				0				0
	138	-				0				0
	139	-				0				0
	140	-				0				0
	141	-				0				0
	142	-				0				0
	143	-				0				0
	144	-				0				0
	145	-				0				0
	146	-				0				0
	147	-				0				0
	148	-				0				0
	149	-				0				0
	150	-				0				0
TOTALS				2,716,774	614,760	3,331,534	17,560	0	2,757,386	591,708

LONG TERM DEBT SCHEDULE - LT DEBT6
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
	180	-				0				0
TOTALS				2,716,774	614,760	3,331,534	17,560	0	2,757,386	591,708

LONG TERM DEBT SCHEDULE - LT DEBT7
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181	-				0				0
	182	-				0				0
	183	-				0				0
	184	-				0				0
	185	-				0				0
	186	-				0				0
	187	-				0				0
	188	-				0				0
	189	-				0				0
	190	-				0				0
	191	-				0				0
	192	-				0				0
	193	-				0				0
	194	-				0				0
	195	-				0				0
	196	-				0				0
	197	-				0				0
	198	-				0				0
	199	-				0				0
	200	-				0				0
	201	-				0				0
	202	-				0				0
	203	-				0				0
	204	-				0				0
	205	-				0				0
	206	-				0				0
	207	-				0				0
	208	-				0				0
	209	-				0				0
	210	-				0				0
TOTALS				2,716,774	614,760	3,331,534	17,560	0	2,757,386	591,708

LONG TERM DEBT SCHEDULE - GRAND TOTALS
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2022	Interest Due FY 2022	Total Obligation Due FY 2022	Bond Reg./ Paying Agent Fees Due FY 2022	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	1,690,774	441,992	2,132,766	9,795	0	1,550,853	591,708
NON GO - TOTAL	1,026,000	172,768	1,198,768	7,765	0	1,206,533	0
GRAND - TOTAL	2,716,774	614,760	3,331,534	17,560	0	2,757,386	591,708

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2021 - June 30, 2022

The City of: STORM LAKE

The City Council will conduct a public hearing on the proposed budget as follows:

Location: City Council Chambers 620 Erie St. Storm Lake IA Meeting Date: 3/15/2021 Meeting Time: 05:00 PM

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property 13.73919

The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(712) 732-8000

City Clerk/Finance Officer's NAME
Brian Oakleaf

		Budget FY 2022	Re-estimated FY 2021	Actual FY 2020
Revenues & Other Financing Sources				
Taxes Levied on Property	1	4,426,768	4,305,324	4,299,526
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	4,426,768	4,305,324	4,299,526
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	910,956	795,824	773,898
Other City Taxes	6	2,655,195	2,550,986	2,732,348
Licenses & Permits	7	165,195	192,195	361,081
Use of Money and Property	8	226,202	271,559	359,506
Intergovernmental	9	2,973,359	2,148,559	1,602,319
Charges for Fees & Service	10	15,256,002	15,837,092	14,330,051
Special Assessments	11	0	0	0
Miscellaneous	12	0	0	0
Other Financing Sources	13	1,350,000	1,700,000	6,767,000
Transfers In	14	9,446,035	9,870,318	6,124,034
Total Revenues and Other Sources	15	37,409,712	37,671,857	37,349,763
Expenditures & Other Financing Uses				
Public Safety	16	3,601,371	3,328,312	2,803,203
Public Works	17	1,812,203	2,391,655	1,740,744
Health and Social Services	18	116,000	8,600	8,262
Culture and Recreation	19	1,970,546	1,752,030	1,532,952
Community and Economic Development	20	725,971	448,698	346,548
General Government	21	807,912	743,031	684,913
Debt Service	22	2,108,213	3,065,072	2,110,853
Capital Projects	23	5,848,100	806,000	0
Total Government Activities Expenditures	24	16,990,316	12,543,398	9,227,475
Business Type / Enterprises	25	15,660,461	14,734,229	21,438,981
Total ALL Expenditures	26	32,650,777	27,277,627	30,666,456
Transfers Out	27	9,446,035	9,870,318	6,124,034
Total ALL Expenditures/Transfers Out	28	42,096,812	37,147,945	36,790,490
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-4,687,100	523,912	559,273
Beginning Fund Balance July 1	30	21,479,783	20,955,871	20,396,598
Ending Fund Balance June 30	31	16,792,683	21,479,783	20,955,871

Staff Summary

3/15/2021

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: **Public Hearing for Approving Developer's 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. The obligations of the developer include:

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 watermain 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.

FISCAL IMPACT: The City is responsible for installing the remainder of the shared use path from Geisinger Road to 4th Street within 5 years. City Staff will be responsible for constructing the shared use path with nominal cost.

RECOMMENDATION: Open Hearing
Hear Comments
Close Hearing

ATTACHMENTS:
Description

Type

- ▢ Kading Properties Development Agreement
- ▢ Cost Sharing Area Map

Contract

Map

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

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT
Between the City of Storm Lake, Iowa and
Bloomfield Acres, L.L.C.

This MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT (the "Agreement") 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 has undertaken a program for economic development in the City by adopting its Urban Revitalization Plan in February of 2005, and Amendments #1 and #2 thereto in March of 2014 and November of 2018, respectively.

B. The Developer is party to a contract under which, subject to the satisfaction of certain conditions, it will acquire ownership of the following described real estate within the City:

Lot Seven (7), Block Nine (9), Third Sunrise Park Addition to the City of Storm Lake, Iowa;

and

Lot Eight (8), Block Nine (9), Third Sunrise Park Addition to the City of Storm Lake, Iowa;

and

That part of the East Half of the Northwest Quarter (E½NW¼), Section Two (2), Township Ninety North (T90N), Range Thirty-Seven West (R37W) of the 5th P.M., Buena Vista County, Iowa, lying North of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, more particularly described as follows: Commencing at a point Six Hundred Thirty Six and Seventeen Hundredths Feet (636.17') East of the Northwest Corner of the Northeast Quarter, Northwest Quarter (NE¼NW¼), Section Two (2), Township Ninety North (T90N), Range Thirty-Seven West (R37W) of the Fifth Principal Meridian (5th P.M.); thence North 90°00' East along the North Line of said Northeast Quarter, Northwest Quarter (NE¼NW¼) a distance of Six Hundred Eighty Three and Forty Six Hundredths Feet (683.46') to the Northeast Corner of said Northeast Quarter, Northwest Quarter (NE¼NW¼); thence South 00°13' West along the East line of said Northeast Quarter, Northwest Quarter (NE¼NW¼) a distance of Eight Hundred Twenty Five and Nine Tenths Feet (825.90'); thence South 00°35' East along said East line of said Northeast Quarter, Northwest Quarter (NE¼NW¼) a distance of Nine Hundred Seven and Twenty Eight Hundredths Feet (907.28') to the Northerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence

Northwesterly along the Northerly right of way line of said railroad, said line being a part of a circular curve concave southwesterly with a radius of Two Thousand Nine Hundred Fourteen and Seventy Nine Hundredths Feet (2,914.79') a distance of Six Hundred Fifty Two and Thirty Four Hundredths Feet (652.34'); thence continuing along said railroad right of way line North 60°01'20" West a distance of Three Hundred and Eighty Six Hundredths Feet (300.86') to the Southeast corner of Lot Eight (8), Block Nine (9), Third Sunrise Park Addition to the City of Storm Lake, Iowa; thence North 30°11'40" East along the East line of said Lot Eight (8) a distance of One Hundred Seventy Nine and Seventy Five Hundredths Feet (179.75') to the Northeast Corner of said Lot Eight (8); thence North 45.04' East a distance of Sixty Two and Nine Hundredths Feet (62.9') to the Southeast corner of Lot Ten (10), Block Five (5), Corrected Plat Block Five (5) Third Sunrise Park Addition to Storm Lake, Iowa; thence North 27°47" East along the East line of said Lot Ten (10) a distance of One Hundred Fourteen and Five Tenths Feet (114.50') to the Northeast Corner of said Lot Ten (10), and the Southeast Corner of Lot Twelve (12) of said Block Five (5); thence North 15°30' East along the East line of said Lot Twelve (12) a distance of One Hundred Eight and Five Tenths Feet (108.50') to the Northeast corner of said Lot Twelve (12), and the Southeast corner of Lot Thirteen (13) of said Block Five (5); thence North 08°46' East along the East line of said Lot Thirteen (13) a distance of Eighty Seven and Five Tenths Feet (87.50') to the Northeast Corner of said Lot Thirteen (13), and the Southeast corner of Lot Fourteen (14) of said Block Five (5); thence North 04°13' East along the East line of Lots Fourteen, Fifteen, Sixteen and Seventeen (14, 15, 16 & 17) all in said Block Five (5) a distance of Three Hundred Twenty One and Eight Tenths Feet (321.80') to the Northeast corner of said Lot Seventeen (17), Block Five (5); thence North 03°32' East a distance of Sixty and Eighty Five Hundredths Feet (60.85') to the North line of East Seventh Street (E. 7th St.) as dedicated; thence North 89°59' West along the North line of said East Seventh Street (E. 7th St.) a distance of One Hundred Sixty Three and Twenty Five Hundredths Feet (163.25') to the Southeast corner of Lot Nine (9), Block One (1) First Sunrise Park Addition to the City of Storm Lake, Iowa; thence North 00°07' East along the East line of said Block One (1) a distance of Three Hundred Twenty Two Feet (322.00') to the Point of Beginning and containing an area of 21.60 acres of which 0.79 acres are existing highway (Legal description is subject to verification by Abstractor or County Assessor)

(the "Property"). The Developer proposes to construct on the Property a residential housing development, including the infrastructure necessary for it (the "Project"), and the City desires that Developer do so.

C. The City and Developer desire to have Developer construct all infrastructure in accordance with the City's comprehensive plan and to SUDAS and City standards according to approved site plan.

D. The City and Developer desire to enter into this Agreement for the purpose of detailing the responsibilities of each party in the construction of certain improvements associated with the Property.

Terms of Agreement

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

1. THE PROJECT: The Developer, at its expense, shall construct a residential housing development (the "Development") of one hundred seventy (170) market-rate three-bedroom leased housing units, as currently designed, in single family attached structures to a maximum density of 8.70 units per acre. Occupancy loads per unit shall be governed by the leasing standards adopted by the Developer and the current owners of the Property: 5 persons (3 adults maximum, 3 unrelated adults maximum, with each resident over 18 signing the associated leases). The R-3 Zoning District in which the Property is located is limited to a density of 12 units per acre. All specifications for the Development shall be derived from the governing document, Sunrise Pointe Masterplan, and associated site plans, landscape plans, grading plans, and other plans submitted by Developer to City that are approved by the City. Any changes to the plans must first be approved by the City in writing.

2. CONTRIBUTIONS, OBLIGATIONS AND UNDERTAKINGS OF DEVELOPER:

- A) The Developer shall utilize standard construction practices with regard to the construction of the residences, including architectural shingles, engineered wood siding (or comparable) with 50-year warranty stone veneer, and neutral earth tone colors.
- B) The Developer, at its expense, shall construct private entrances and streets, storm water detention ponds, private storm sewer lines and private sanitary lines to serve the Development and to be connected to the City's infrastructure. All maintenance on private infrastructure will be performed by, and at the expense of, Developer. Developer shall construct the private drive, storm sewer lines, detention ponds and sewer lines in accordance with SUDAS standards, according to the approved site plan. The connections of all such private infrastructure to the City's infrastructure shall be supervised by, and subject to the approval of, City officials.
- C) The Developer, at its expense, shall install onsite watermains and appurtenances to connect to the City of Storm Lake water system. The Developer shall construct watermains in accordance with specifications set forth in the City Code and administrative rules and in locations approved by the City. All maintenance on the Development's water system will be performed by the Developer, at its expense, for the duration of the tax abatement period. At the expiration of the tax abatement period, the Developer will provide City with an easement for future maintenance of the Development's watermains in dimensions and locations approved by the

City. The City shall not be required to maintain the watermain, and the Developer shall continue to maintain them, until such easement is granted to the City.

- D) The Developer, at its expense, shall provide 24-hour emergency response capability to the Project and the Development and routine resident support services during normal business hours. The City Clerk shall be provided written contact information for the corresponding providers and managers.
- E) The Developer, at its expense, shall install and maintain sidewalks on private property, pursuant to the City-approved site plan.
- F) The Developer, at its expense, shall plant trees and other landscaping pursuant to the City approved site plans.
- G) The Developer, at its expense, shall install outside building lights on each unit as set forth in the City approved site plans.
- H) 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 directly adjacent to the Development as shown on the approved site plan. 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.
- I) Developer, at its expense, shall have installed either individual water meters for each residential unit or a master water meter for all units in the Development.
- J) Developer shall prohibit parking on the private streets in the Development and shall enforce the prohibition. The private streets shall be kept free of parked vehicles, snow, and other obstructions so public safety agencies and utility and maintenance workers can drive vehicles on such streets. Employees and agents of public safety agencies, including City, county, state, and federal agencies, and agencies cooperating with such public safety agencies, as well as City utility and other public utility employees and agents shall be permitted to use such private streets and sidewalks within the Development, and private entrances to the Development at all times, as if they were public streets and public sidewalks. Developer shall indemnify City for, and defend City against, claims for all damages brought against the City arising in whole or part because of Developer's failure to maintain its private streets in the Development or to keep them free of parked vehicles, snow, debris, or other obstructions. In addition, the Developer shall indemnify the City for lawyer fees and other expense of litigation associated with defending such claims for damages.
- K) Developer, at its expense, shall acquire all necessary permits required by law associated with the Project and Development.

- L) The Developer, at its expense, shall pave the private entrance access referred to in Section 3(C) below according to the description and dimensions which are agreed upon. The Developer shall construct the entrances and all of the private streets to SUDAS and City standards according to the approved site plan. Developer, at its expense, shall maintain the private streets, keep them in good repair and promptly remove snow from the private streets.

3. CITY OBLIGATIONS AND UNDERTAKINGS:

- A) City shall abate 100% of the real estate taxes on the Property for ten years, pursuant to the Urban Revitalization Plan Amendment #2.
- B) Pursuant to the sales agreement between Eloise Prichard and Bloomfield Acres LLC, the City shall accept dedication of .78 acres of green space legally described per the plat of survey approved by the City.
- C) City shall provide an easement from 4th Street through the railroad right-of-way for a private entrance to the Development, the description for which shall be determined by a survey paid for by Developer, subject to the City's approval of the location and dimensions of the easement. The approximate dimensions of the private entrance access driveway shall be as follows: 72.04 feet in width at East 4th Street; 117 feet in length along its west side; and 88 feet in length along its east side unless otherwise agreed by City and Developer.
- D) By December 31, 2025, the City shall construct a shared use path along the railroad right-of-way from Geisinger Road to 4th Street and shall bear the expense of the construction to the extent it exceeds the Developer's share of the construction set out in Section 2 (I) above.
- E) City shall follow the building fee resolution that reduced the building permit fee to 1.65% of the construction costs for projects costing over \$10,000,000.00.
- F) City shall accept dedication of the watermain in the Development at such time as it becomes obligated to maintain such watermain under Section 2 (C) above.
- G) Upon Developer's acquisition of title to the Property, this Agreement shall be recorded by the City in the Buena Vista County, Iowa Recorder's Office. The recording of the Agreement shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Property and the improvements located and operated on the Property. All provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of the Agreement made a part hereof by reference, and anyone making any claim against any

of the Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

4. RECORDING OF THE AGREEMENT. Neither the City nor the Developer shall record this Agreement with the Buena Vista County, Iowa Recorder's Office at any time, except as provided in Section 3 (G) above.

5. DEVELOPER'S PROPERTY TITLE. This Agreement shall be void if Developer does not acquire title to the Property by July 1, 2021. The City shall not be required to perform its obligations under any provision of the Agreement unless and until Developer acquires title to the Property.

6. SUCCESSORS AND ASSISGNS BOUND. The terms and provisions of this Agreement shall bind, and inure to the benefit of, the Developer's and the City's successors in interest and assigns.

7. NO THIRD-PARTY BENEFICIARIES. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity and no such contractor, subcontractor, landowner, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

8. INSPECTION OF AGREEMENT BY PUBLIC. A copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Storm Lake, Iowa.

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

The Developer has executed this Agreement on the 1st day of March, 2021.

BLOOMFIELD ACRES, L.L.C.

By: _____

Karie Ramsey,

Its Manager _____

STATE OF IOWA)

) ss.

COUNTY OF Polk)

This record was acknowledged on the 1st day of March, 2021, by

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



Notary Public in and for the State of Iowa



Legend

- City Limits
- Lot Lines
- Parcels (12-22-2020)



0 263 Feet

© Bolton & Menk, Inc - Web GIS 3/11/2021 4:47 PM



Real People. Real Solutions.

Cost Sharing - 10-foot wide shared-use path



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Storm Lake is not responsible for any inaccuracies herein contained.

Staff Summary

3/15/2021

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. 54-R-2020-2021 Approving Developer's 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. The obligations of the developer include:

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.

FISCAL IMPACT: The City is responsible for installing the remainder of the shared use path from Geisinger Road to 4th Street within 5 years. City Staff will be responsible for constructing the shared use path with nominal cost.

RECOMMENDATION: Approve Resolution No. 54-R-2020-2021

ATTACHMENTS:

Description	Type
□ Resolution No. 54-R-2020-2021	Resolution

RESOLUTION NO. 54-R-2020-2021

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT 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 have negotiated a Memorandum of Agreement for Private Development Between the City of Storm Lake, Iowa and Bloomfield Acres, L.L.C. (the “Agreement”), subject to the approval of the City Council, for the purpose of detailing the responsibilities of each party in the construction of improvements comprising the Development;

WHEREAS, a copy of the Agreement signed by the Developer but unexecuted by the City is attached as Exhibit 1; and

WHEREAS, the City believes that entering into 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 Agreement is hereby approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement.

PASSED AND APPROVED this 15th day of March, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Exhibit 1

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

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT
Between the City of Storm Lake, Iowa and
Bloomfield Acres, L.L.C.

This MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT (the "Agreement") 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 has undertaken a program for economic development in the City by adopting its Urban Revitalization Plan in February of 2005, and Amendments #1 and #2 thereto in March of 2014 and November of 2018, respectively.

B. The Developer is party to a contract under which, subject to the satisfaction of certain conditions, it will acquire ownership of the following described real estate within the City:

Lot Seven (7), Block Nine (9), Third Sunrise Park Addition to the City of Storm Lake, Iowa;

and

Lot Eight (8), Block Nine (9), Third Sunrise Park Addition to the City of Storm Lake, Iowa;

and

That part of the East Half of the Northwest Quarter (E½NW¼), Section Two (2), Township Ninety North (T90N), Range Thirty-Seven West (R37W) of the 5th P.M., Buena Vista County, Iowa, lying North of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, more particularly described as follows: Commencing at a point Six Hundred Thirty Six and Seventeen Hundredths Feet (636.17') East of the Northwest Corner of the Northeast Quarter, Northwest Quarter (NE¼NW¼), Section Two (2), Township Ninety North (T90N), Range Thirty-Seven West (R37W) of the Fifth Principal Meridian (5th P.M.); thence North 90°00' East along the North Line of said Northeast Quarter, Northwest Quarter (NE¼NW¼) a distance of Six Hundred Eighty Three and Forty Six Hundredths Feet (683.46') to the Northeast Corner of said Northeast Quarter, Northwest Quarter (NE¼NW¼); thence South 00°13' West along the East line of said Northeast Quarter, Northwest Quarter (NE¼NW¼) a distance of Eight Hundred Twenty Five and Nine Tenths Feet (825.90'); thence South 00°35' East along said East line of said Northeast Quarter, Northwest Quarter (NE¼NW¼) a distance of Nine Hundred Seven and Twenty Eight Hundredths Feet (907.28') to the Northerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence

Northwesterly along the Northerly right of way line of said railroad, said line being a part of a circular curve concave southwesterly with a radius of Two Thousand Nine Hundred Fourteen and Seventy Nine Hundredths Feet (2,914.79') a distance of Six Hundred Fifty Two and Thirty Four Hundredths Feet (652.34'); thence continuing along said railroad right of way line North 60°01'20" West a distance of Three Hundred and Eighty Six Hundredths Feet (300.86') to the Southeast corner of Lot Eight (8), Block Nine (9), Third Sunrise Park Addition to the City of Storm Lake, Iowa; thence North 30°11'40" East along the East line of said Lot Eight (8) a distance of One Hundred Seventy Nine and Seventy Five Hundredths Feet (179.75') to the Northeast Corner of said Lot Eight (8); thence North 45.04' East a distance of Sixty Two and Nine Hundredths Feet (62.9') to the Southeast corner of Lot Ten (10), Block Five (5), Corrected Plat Block Five (5) Third Sunrise Park Addition to Storm Lake, Iowa; thence North 27°47" East along the East line of said Lot Ten (10) a distance of One Hundred Fourteen and Five Tenths Feet (114.50') to the Northeast Corner of said Lot Ten (10), and the Southeast Corner of Lot Twelve (12) of said Block Five (5); thence North 15°30' East along the East line of said Lot Twelve (12) a distance of One Hundred Eight and Five Tenths Feet (108.50') to the Northeast corner of said Lot Twelve (12), and the Southeast corner of Lot Thirteen (13) of said Block Five (5); thence North 08°46' East along the East line of said Lot Thirteen (13) a distance of Eighty Seven and Five Tenths Feet (87.50') to the Northeast Corner of said Lot Thirteen (13), and the Southeast corner of Lot Fourteen (14) of said Block Five (5); thence North 04°13' East along the East line of Lots Fourteen, Fifteen, Sixteen and Seventeen (14, 15, 16 & 17) all in said Block Five (5) a distance of Three Hundred Twenty One and Eight Tenths Feet (321.80') to the Northeast corner of said Lot Seventeen (17), Block Five (5); thence North 03°32' East a distance of Sixty and Eighty Five Hundredths Feet (60.85') to the North line of East Seventh Street (E. 7th St.) as dedicated; thence North 89°59' West along the North line of said East Seventh Street (E. 7th St.) a distance of One Hundred Sixty Three and Twenty Five Hundredths Feet (163.25') to the Southeast corner of Lot Nine (9), Block One (1) First Sunrise Park Addition to the City of Storm Lake, Iowa; thence North 00°07' East along the East line of said Block One (1) a distance of Three Hundred Twenty Two Feet (322.00') to the Point of Beginning and containing an area of 21.60 acres of which 0.79 acres are existing highway (Legal description is subject to verification by Abstractor or County Assessor)

(the "Property"). The Developer proposes to construct on the Property a residential housing development, including the infrastructure necessary for it (the "Project"), and the City desires that Developer do so.

C. The City and Developer desire to have Developer construct all infrastructure in accordance with the City's comprehensive plan and to SUDAS and City standards according to approved site plan.

D. The City and Developer desire to enter into this Agreement for the purpose of detailing the responsibilities of each party in the construction of certain improvements associated with the Property.

Terms of Agreement

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

1. THE PROJECT: The Developer, at its expense, shall construct a residential housing development (the "Development") of one hundred seventy (170) market-rate three-bedroom leased housing units, as currently designed, in single family attached structures to a maximum density of 8.70 units per acre. Occupancy loads per unit shall be governed by the leasing standards adopted by the Developer and the current owners of the Property: 5 persons (3 adults maximum, 3 unrelated adults maximum, with each resident over 18 signing the associated leases). The R-3 Zoning District in which the Property is located is limited to a density of 12 units per acre. All specifications for the Development shall be derived from the governing document, Sunrise Pointe Masterplan, and associated site plans, landscape plans, grading plans, and other plans submitted by Developer to City that are approved by the City. Any changes to the plans must first be approved by the City in writing.

2. CONTRIBUTIONS, OBLIGATIONS AND UNDERTAKINGS OF DEVELOPER:

- A) The Developer shall utilize standard construction practices with regard to the construction of the residences, including architectural shingles, engineered wood siding (or comparable) with 50-year warranty stone veneer, and neutral earth tone colors.
- B) The Developer, at its expense, shall construct private entrances and streets, storm water detention ponds, private storm sewer lines and private sanitary lines to serve the Development and to be connected to the City's infrastructure. All maintenance on private infrastructure will be performed by, and at the expense of, Developer. Developer shall construct the private drive, storm sewer lines, detention ponds and sewer lines in accordance with SUDAS standards, according to the approved site plan. The connections of all such private infrastructure to the City's infrastructure shall be supervised by, and subject to the approval of, City officials.
- C) The Developer, at its expense, shall install onsite watermains and appurtenances to connect to the City of Storm Lake water system. The Developer shall construct watermains in accordance with specifications set forth in the City Code and administrative rules and in locations approved by the City. All maintenance on the Development's water system will be performed by the Developer, at its expense, for the duration of the tax abatement period. At the expiration of the tax abatement period, the Developer will provide City with an easement for future maintenance of the Development's watermains in dimensions and locations approved by the

City. The City shall not be required to maintain the watermain, and the Developer shall continue to maintain them, until such easement is granted to the City.

- D) The Developer, at its expense, shall provide 24-hour emergency response capability to the Project and the Development and routine resident support services during normal business hours. The City Clerk shall be provided written contact information for the corresponding providers and managers.
- E) The Developer, at its expense, shall install and maintain sidewalks on private property, pursuant to the City-approved site plan.
- F) The Developer, at its expense, shall plant trees and other landscaping pursuant to the City approved site plans.
- G) The Developer, at its expense, shall install outside building lights on each unit as set forth in the City approved site plans.
- H) 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 directly adjacent to the Development as shown on the approved site plan. 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.
- I) Developer, at its expense, shall have installed either individual water meters for each residential unit or a master water meter for all units in the Development.
- J) Developer shall prohibit parking on the private streets in the Development and shall enforce the prohibition. The private streets shall be kept free of parked vehicles, snow, and other obstructions so public safety agencies and utility and maintenance workers can drive vehicles on such streets. Employees and agents of public safety agencies, including City, county, state, and federal agencies, and agencies cooperating with such public safety agencies, as well as City utility and other public utility employees and agents shall be permitted to use such private streets and sidewalks within the Development, and private entrances to the Development at all times, as if they were public streets and public sidewalks. Developer shall indemnify City for, and defend City against, claims for all damages brought against the City arising in whole or part because of Developer's failure to maintain its private streets in the Development or to keep them free of parked vehicles, snow, debris, or other obstructions. In addition, the Developer shall indemnify the City for lawyer fees and other expense of litigation associated with defending such claims for damages.
- K) Developer, at its expense, shall acquire all necessary permits required by law associated with the Project and Development.

- L) The Developer, at its expense, shall pave the private entrance access referred to in Section 3(C) below according to the description and dimensions which are agreed upon. The Developer shall construct the entrances and all of the private streets to SUDAS and City standards according to the approved site plan. Developer, at its expense, shall maintain the private streets, keep them in good repair and promptly remove snow from the private streets.

3. CITY OBLIGATIONS AND UNDERTAKINGS:

- A) City shall abate 100% of the real estate taxes on the Property for ten years, pursuant to the Urban Revitalization Plan Amendment #2.
- B) Pursuant to the sales agreement between Eloise Prichard and Bloomfield Acres LLC, the City shall accept dedication of .78 acres of green space legally described per the plat of survey approved by the City.
- C) City shall provide an easement from 4th Street through the railroad right-of-way for a private entrance to the Development, the description for which shall be determined by a survey paid for by Developer, subject to the City's approval of the location and dimensions of the easement. The approximate dimensions of the private entrance access driveway shall be as follows: 72.04 feet in width at East 4th Street; 117 feet in length along its west side; and 88 feet in length along its east side unless otherwise agreed by City and Developer.
- D) By December 31, 2025, the City shall construct a shared use path along the railroad right-of-way from Geisinger Road to 4th Street and shall bear the expense of the construction to the extent it exceeds the Developer's share of the construction set out in Section 2 (I) above.
- E) City shall follow the building fee resolution that reduced the building permit fee to 1.65% of the construction costs for projects costing over \$10,000,000.00.
- F) City shall accept dedication of the watermain in the Development at such time as it becomes obligated to maintain such watermain under Section 2 (C) above.
- G) Upon Developer's acquisition of title to the Property, this Agreement shall be recorded by the City in the Buena Vista County, Iowa Recorder's Office. The recording of the Agreement shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Property and the improvements located and operated on the Property. All provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of the Agreement made a part hereof by reference, and anyone making any claim against any

of the Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

4. RECORDING OF THE AGREEMENT. Neither the City nor the Developer shall record this Agreement with the Buena Vista County, Iowa Recorder's Office at any time, except as provided in Section 3 (G) above.

5. DEVELOPER'S PROPERTY TITLE. This Agreement shall be void if Developer does not acquire title to the Property by July 1, 2021. The City shall not be required to perform its obligations under any provision of the Agreement unless and until Developer acquires title to the Property.

6. SUCCESSORS AND ASSIGNS BOUND. The terms and provisions of this Agreement shall bind, and inure to the benefit of, the Developer's and the City's successors in interest and assigns.

7. NO THIRD-PARTY BENEFICIARIES. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity and no such contractor, subcontractor, landowner, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

8. INSPECTION OF AGREEMENT BY PUBLIC. A copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Storm Lake, Iowa.

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

The Developer has executed this Agreement on the 1st day of March, 2021.

BLOOMFIELD ACRES, L.L.C.

By: _____

Karie Ramsey,

Its Manager _____

STATE OF IOWA)

) ss.

COUNTY OF Polk)

This record was acknowledged on the 1st day of March, 2021, by

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



Notary Public in and for the State of Iowa

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

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Recitals

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and

Lot Eight (8), Block Nine (9), Third Sunrise Park Addition to the City of Storm Lake, Iowa;

and

That part of the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$), Section Two (2), Township Ninety North (T90N), Range Thirty-Seven West (R37W) of the 5th P.M., Buena Vista County, Iowa, lying North of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, more particularly described as follows: Commencing at a point Six Hundred Thirty Six and Seventeen Hundredths Feet (636.17') East of the Northwest Corner of the Northeast Quarter, Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), Section Two (2), Township Ninety North (T90N), Range Thirty-Seven West (R37W) of the Fifth Principal Meridian (5th P.M.); thence North 90°00' East along the North Line of said Northeast Quarter, Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) a distance of Six Hundred Eighty Three and Forty Six Hundredths Feet (683.46') to the Northeast Corner of said Northeast Quarter, Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$); thence South 00°13' West along the East line of said Northeast Quarter, Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) a distance of Eight Hundred Twenty Five and Nine Tenths Feet (825.90'); thence South 00°35' East along said East line of said Northeast Quarter, Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) a distance of Nine Hundred Seven and Twenty Eight Hundredths Feet (907.28') to the Northerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence

Northwesterly along the Northerly right of way line of said railroad, said line being a part of a circular curve concave southwesterly with a radius of Two Thousand Nine Hundred Fourteen and Seventy Nine Hundredths Feet (2,914.79') a distance of Six Hundred Fifty Two and Thirty Four Hundredths Feet (652.34'); thence continuing along said railroad right of way line North 60°01'20" West a distance of Three Hundred and Eighty Six Hundredths Feet (300.86') to the Southeast corner of Lot Eight (8), Block Nine (9), Third Sunrise Park Addition to the City of Storm Lake, Iowa; thence North 30°11'40" East along the East line of said Lot Eight (8) a distance of One Hundred Seventy Nine and Seventy Five Hundredths Feet (179.75') to the Northeast Corner of said Lot Eight (8); thence North 45.04' East a distance of Sixty Two and Nine Hundredths Feet (62.9') to the Southeast corner of Lot Ten (10), Block Five (5), Corrected Plat Block Five (5) Third Sunrise Park Addition to Storm Lake, Iowa; thence North 27°47" East along the East line of said Lot Ten (10) a distance of One Hundred Fourteen and Five Tenths Feet (114.50') to the Northeast Corner of said Lot Ten (10), and the Southeast Corner of Lot Twelve (12) of said Block Five (5); thence North 15°30' East along the East line of said Lot Twelve (12) a distance of One Hundred Eight and Five Tenths Feet (108.50') to the Northeast corner of said Lot Twelve (12), and the Southeast corner of Lot Thirteen (13) of said Block Five (5); thence North 08°46' East along the East line of said Lot Thirteen (13) a distance of Eighty Seven and Five Tenths Feet (87.50') to the Northeast Corner of said Lot Thirteen (13), and the Southeast corner of Lot Fourteen (14) of said Block Five (5); thence North 04°13' East along the East line of Lots Fourteen, Fifteen, Sixteen and Seventeen (14, 15, 16 & 17) all in said Block Five (5) a distance of Three Hundred Twenty One and Eight Tenths Feet (321.80') to the Northeast corner of said Lot Seventeen (17), Block Five (5); thence North 03°32' East a distance of Sixty and Eighty Five Hundredths Feet (60.85') to the North line of East Seventh Street (E. 7th St.) as dedicated; thence North 89°59' West along the North line of said East Seventh Street (E. 7th St.) a distance of One Hundred Sixty Three and Twenty Five Hundredths Feet (163.25') to the Southeast corner of Lot Nine (9), Block One (1) First Sunrise Park Addition to the City of Storm Lake, Iowa; thence North 00°07' East along the East line of said Block One (1) a distance of Three Hundred Twenty Two Feet (322.00') to the Point of Beginning and containing an area of 21.60 acres of which 0.79 acres are existing highway (Legal description is subject to verification by Abstractor or County Assessor)

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D. The City and Developer desire to enter into this Agreement for the purpose of detailing the responsibilities of each party in the construction of certain improvements associated with the Property.

Terms of Agreement

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

1. THE PROJECT: The Developer, at its expense, shall construct a residential housing development (the "Development") of one hundred seventy (170) market-rate three-bedroom leased housing units, as currently designed, in single family attached structures to a maximum density of 8.70 units per acre. Occupancy loads per unit shall be governed by the leasing standards adopted by the Developer and the current owners of the Property: 5 persons (3 adults maximum, 3 unrelated adults maximum, with each resident over 18 signing the associated leases). The R-3 Zoning District in which the Property is located is limited to a density of 12 units per acre. All specifications for the Development shall be derived from the governing document, Sunrise Pointe Masterplan, and associated site plans, landscape plans, grading plans, and other plans submitted by Developer to City that are approved by the City. Any changes to the plans must first be approved by the City in writing.

2. CONTRIBUTIONS, OBLIGATIONS AND UNDERTAKINGS OF DEVELOPER:

- A) The Developer shall utilize standard construction practices with regard to the construction of the residences, including architectural shingles, engineered wood siding (or comparable) with 50-year warranty stone veneer, and neutral earth tone colors.
- B) The Developer, at its expense, shall construct private entrances and streets, storm water detention ponds, private storm sewer lines and private sanitary lines to serve the Development and to be connected to the City's infrastructure. All maintenance on private infrastructure will be performed by, and at the expense of, Developer. Developer shall construct the private drive, storm sewer lines, detention ponds and sewer lines in accordance with SUDAS standards, according to the approved site plan. The connections of all such private infrastructure to the City's infrastructure shall be supervised by, and subject to the approval of, City officials.
- C) The Developer, at its expense, shall install onsite watermains and appurtenances to connect to the City of Storm Lake water system. The Developer shall construct watermains in accordance with specifications set forth in the City Code and administrative rules and in locations approved by the City. All maintenance on the Development's water system will be performed by the Developer, at its expense, for the duration of the tax abatement period. At the expiration of the tax abatement period, the Developer will provide City with an easement for future maintenance of the Development's watermains in dimensions and locations approved by the

City. The City shall not be required to maintain the watermain, and the Developer shall continue to maintain them, until such easement is granted to the City.

- D) The Developer, at its expense, shall provide 24-hour emergency response capability to the Project and the Development and routine resident support services during normal business hours. The City Clerk shall be provided written contact information for the corresponding providers and managers.
- E) The Developer, at its expense, shall install and maintain sidewalks on private property, pursuant to the City-approved site plan.
- F) The Developer, at its expense, shall plant trees and other landscaping pursuant to the City approved site plans.
- G) The Developer, at its expense, shall install outside building lights on each unit as set forth in the City approved site plans.
- H) 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 directly adjacent to the Development as shown on the approved site plan. 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.
- I) Developer, at its expense, shall have installed either individual water meters for each residential unit or a master water meter for all units in the Development.
- J) Developer shall prohibit parking on the private streets in the Development and shall enforce the prohibition. The private streets shall be kept free of parked vehicles, snow, and other obstructions so public safety agencies and utility and maintenance workers can drive vehicles on such streets. Employees and agents of public safety agencies, including City, county, state, and federal agencies, and agencies cooperating with such public safety agencies, as well as City utility and other public utility employees and agents shall be permitted to use such private streets and sidewalks within the Development, and private entrances to the Development at all times, as if they were public streets and public sidewalks. Developer shall indemnify City for, and defend City against, claims for all damages brought against the City arising in whole or part because of Developer's failure to maintain its private streets in the Development or to keep them free of parked vehicles, snow, debris, or other obstructions. In addition, the Developer shall indemnify the City for lawyer fees and other expense of litigation associated with defending such claims for damages.
- K) Developer, at its expense, shall acquire all necessary permits required by law associated with the Project and Development.

- L) The Developer, at its expense, shall pave the private entrance access referred to in Section 3(C) below according to the description and dimensions which are agreed upon. The Developer shall construct the entrances and all of the private streets to SUDAS and City standards according to the approved site plan. Developer, at its expense, shall maintain the private streets, keep them in good repair and promptly remove snow from the private streets.

3. CITY OBLIGATIONS AND UNDERTAKINGS:

- A) City shall abate 100% of the real estate taxes on the Property for ten years, pursuant to the Urban Revitalization Plan Amendment #2.
- B) Pursuant to the sales agreement between Eloise Prichard and Bloomfield Acres LLC, the City shall accept dedication of .78 acres of green space legally described per the plat of survey approved by the City.
- C) City shall provide an easement from 4th Street through the railroad right-of-way for a private entrance to the Development, the description for which shall be determined by a survey paid for by Developer, subject to the City's approval of the location and dimensions of the easement. The approximate dimensions of the private entrance access driveway shall be as follows: 72.04 feet in width at East 4th Street; 117 feet in length along its west side; and 88 feet in length along its east side unless otherwise agreed by City and Developer.
- D) By December 31, 2025, the City shall construct a shared use path along the railroad right-of-way from Geisinger Road to 4th Street and shall bear the expense of the construction to the extent it exceeds the Developer's share of the construction set out in Section 2 (I) above.
- E) City shall follow the building fee resolution that reduced the building permit fee to 1.65% of the construction costs for projects costing over \$10,000,000.00.
- F) City shall accept dedication of the watermain in the Development at such time as it becomes obligated to maintain such watermain under Section 2 (C) above.
- G) Upon Developer's acquisition of title to the Property, this Agreement shall be recorded by the City in the Buena Vista County, Iowa Recorder's Office. The recording of the Agreement shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Property and the improvements located and operated on the Property. All provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of the Agreement made a part hereof by reference, and anyone making any claim against any

of the Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

4. RECORDING OF THE AGREEMENT. Neither the City nor the Developer shall record this Agreement with the Buena Vista County, Iowa Recorder's Office at any time, except as provided in Section 3 (G) above.

5. DEVELOPER'S PROPERTY TITLE. This Agreement shall be void if Developer does not acquire title to the Property by July 1, 2021. The City shall not be required to perform its obligations under any provision of the Agreement unless and until Developer acquires title to the Property.

6. SUCCESSORS AND ASSISGNS BOUND. The terms and provisions of this Agreement shall bind, and inure to the benefit of, the Developer's and the City's successors in interest and assigns.

7. NO THIRD-PARTY BENEFICIARIES. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity and no such contractor, subcontractor, landowner, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

8. INSPECTION OF AGREEMENT BY PUBLIC. A copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Storm Lake, Iowa.

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

The Developer has executed this Agreement on the 1st day of March, 2021.

(seal)

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra A. Martinez, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BUENA VISTA)

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,

Its Manager _____

STATE OF IOWA)

) ss.

COUNTY OF Polk)

This record was acknowledged on the 1st day of March, 2021, by

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



Notary Public in and for the State of Iowa

Staff Summary

3/15/2021

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: Keri Navratil, City Manager

SUBJECT: **Motion to Approve the Use of Frank Starr Park for Soccer Tournaments**

BACKGROUND: Storm Lake Soccer Association, would like to use Frank Starr Park for soccer tournaments on Sundays from 10 a.m.-2:00 p.m. April 11, 2021 through May 30, 2021. The estimated attendance for this event would be approximately 80.

The City does require the Soccer Association to provide insurance coverage of \$1,000,000 and to name the City as Additional Insured. They have indicated they will provide the insurance if the application is approved.

Last year, the City Council set a fee of \$150 per event with \$150 deposit per event. The soccer association is requesting the fee to \$50 per event.

FISCAL IMPACT: It takes approximately 3 hours to clean the restrooms at Frank Starr Park at a total cost of \$150.

RECOMMENDATION: Approve application contingent upon the receipt of proper insurance documentation.

ATTACHMENTS:

Description	Type
□ Application	Contract

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

City of Storm Lake Park Event / Rental Registration Application

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

Name of Requesting Party: Storm Lake Soccer Association Phone #: 712-660-3157
Mailing Address: 610 Michigan st Email: renato.gimenez@summitfc.com
City: Storm Lake State: IA Zip: 50588
Cell Phone: 712-660-3157
2nd Contact: Eric Magara Position/Relationship: League representative
Email: Cell Phone: 712-291-6171

Requested Park: Franklin Park Event Date: April-11-2021 ^{May 30}
Event Type: Soccer tournament Event Start Time: 10-2pm
Event End Time: 2pm

Please answer the following questions regarding your proposed events:

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

No

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

No

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, provide a copy of this permit to the City. Also, Council approval for food sale on public property.)

No

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

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

No

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

No

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

80

Do you have electrical needs? No Identify: Additional Electrical- \$150.00

Will there be alcohol at the event? No Will alcohol be sold at the event? No Do you have a liquor license? No

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City.

No

Are you requesting Street closures? No Which Streets?

Starting Time:

Ending Time:

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

No

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

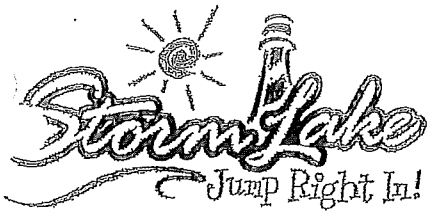
No

Signature Field

[Signature]

Date:

2-26-2021



Print Form

Storm Lake Parks Open Shelters Reservation Form
City of Storm Lake
City Hall, 620 Erie Street
712-732-8000
712-732-4114 (f)
cityhall@stormlake.org

Name:

Ronato Jimenez

Address

610 Michigan

Phone Number:

712-660-3157

City:

Storm Lake IA

Cell Phone:

State:

IA

Zip:

50588

E-mail Address:

Rental Date:

4/11 - 5/30

☐ Campground Open Shelter

☐ Dawn - 3:00PM

☐ 3:00PM - Dusk

\$50.00 Rental (per slot)

☐ Frank Starr Park Open Shelter

☐ Dawn - 3:00PM

☐ 3:00PM - Dusk

\$50.00 Rental (per slot)

AWAYSIS Pavilion 1 (East)

☐ 10:00AM - 1:00PM

☐ 1:00PM - 4:00PM

☐ 4:00PM - 7:00PM

\$25.00 Rental (per slot)

☐ AWAYSIS Pavilion 2 (West)

☐ 10:00AM - 1:00PM

☐ 1:00PM - 4:00PM

☐ 4:00PM - 7:00PM

\$25.00 Rental (per slot)

By signing this rental agreement form you agree to the terms and rules of this rental agreement. You hereby agree that you will only have exclusive right to the open shelter or pavilion for the rental period. You agree to have the shelter or pavilion clean and ready for the next person to use at the end of the rental period. You agree not to attach anything to the shelter or pavilion structure by any means other than masking tape and to remove all items by the end of your rental period. You agree that you will not drive on or over any sidewalk, trail, or grass within the parks and to limit vehicles to the authorized parking areas of the park. You also agree to pick up all trash in and around the shelter house and to dispose of the garbage in a proper garbage facility provided within the park. If at the time you arrive there are persons utilizing the shelter please kindly ask them to move to another location. If they refuse to leave or the shelter is not clean you may contact the Buena Vista County Communications Center at 712-749-2525 for assistance - please provide them with your name and the shelter or pavilion you are renting. Signs indicating your rental will be posted at the shelter house the day of the rental. You agree to pay for any damages or clean up expenses that occur as a result of your rental.

You agree and understand that once the facility is rented there is no refund for cancellation.

Renter

Signature:

Date:

2-26-2021

This Section - City of Storm Lake Use Only

Payment Rec'd. Date:

Rental Taken By:

Payment Method

☐ Cash

Receipt #:

☐ Check

Check #:

☐ Credit Card

Card Type:

Administrative Checklist

☐ Put on Rental Calendar

☐ Put on Web Calendar

☐ Parks Dept. Notified

Staff Summary

3/15/2021

Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion to Approve Engagement Letter- Amendment No. 3 to the Urban Revitalization Plan**

BACKGROUND: The City currently has an Urban Revitalization plan that references multi-residential housing. HF418 was approved by the legislature in March 2021, which removes the multi-residential classification January 1, 2022.

The City currently has an Urban Revitalization Plan that states Multi-residential properties may qualify for a 10 year tax abatement. This particular subsection of “residential” properties (which would have previously been classified as multiresidential) will remain eligible for a 10-year, 100% exemption from taxation. However, the City will need to amend the Urban Revitalization Plan to provide for that property tax exemption for this subsection of residential properties.

The City has used Ahlers Law Firm to prepare the original Urban Revitalization plan and amendments in accordance to Iowa Code Chapter 404.

FISCAL IMPACT:

RECOMMENDATION: Approve engagement letter

ATTACHMENTS:

Description	Type
Engagement Letter	Contract



Ahlers & Cooney, P.C.

Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Jenna H. Bishop

515.246.0328

jbishop@ahlerslaw.com

March 10, 2021

Sent via email: Navratil@stormlake.org

Keri Navratil
City Manager
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

RE: Engagement Letter – City of Storm Lake Amendment No. 3 to the Urban
Revitalization Plan

Dear Keri:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Storm Lake, Iowa (the "City") in connection with its adoption of an Amendment No. 3 to the Urban Revitalization Plan.

SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare an Amendment No. 3 to the Urban Revitalization Plan ("Amendment "), in accordance with Iowa Code Chapter 404;
2. Prepare letters of instructions for Council proceedings;
3. Prepare Notices of Meetings and partial agendas;
4. Prepare proceedings for a resolution setting a public hearing on the Amendment, and to be used on the date fixed for public hearing and adoption of the Amendment;
5. Answer questions and advise City staff and the Council throughout the adoption process for the Amendment; and
6. Any other work related to the adoption of the Amendment.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the fees we charge hereunder do not include:

1. Preparing the legal description to be used in the Amendment;
2. Defending any legal challenges to or arising out of the Amendment;
3. Acting in a financial advisory role; or
4. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Council meetings in order to accomplish our work. We will be coordinating our services with you, in your capacity as City Manager, and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney, unless special arrangements are made for our participation.

ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for preparation and review of the Amendment for which the City staff requests our assistance. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Amendment is adopted/approved by the Council and our final invoice has been paid.

FEES

I will be the attorney chiefly responsible for providing you with these legal services. However, if efficient and appropriate, I may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Our rates are generally adjusted on an annual basis, beginning January 1 of each year. My rate is \$210, and my legal assistant's rate is \$125. It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

RECORDS

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work

product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date, and return to us a copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact us. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this project.

Ahlers & Cooney, P.C.

Sincerely,

By:



Jenna H. Bishop

Accepted and approved on behalf of the City Council of Storm Lake, Iowa*

By: _____ Dated: _____

Title: _____

*Authorized by action of the governing body, approved on _____, 2021.

Staff Summary

3/15/2021

Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Public Hearing for the Expansion Boulevard Sanitary Sewer Rehabilitation Project Plans, Specifications, and Form of Contract**

BACKGROUND: Tyson Fresh Meats (Developer) is expected to construct a new feed mill processing facility. The new facility would replace their current facility which is located in the Central Business District. The Developer is proposing to create 15 new jobs in addition to the current 12 jobs. Construction is expected to be completed by April 1, 2021. The City and Developer approved a development agreement on January 6, 2020. The agreement includes provisions whereby the City will provide public infrastructure improvements including asphalt overlay of Expansion Blvd, sanitary sewer lining, and watermain improvements.

Individual bidding documents have been prepared for the pavement, sanitary sewer, and watermain components. The project under consideration this evening is for the sanitary sewer which includes sewer main CIPP lining, manhole rehabilitation, and related improvements.

FISCAL IMPACT: The Engineer's Opinion of Probable Construction Cost is \$274,980.00

RECOMMENDATION: Open Public Hearing
Hear Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
☐ Notice of Public Hearing	Backup Material
☐ Project Manual	Backup Material
☐ Engineer's Estimate of Construction Cost	Backup Material

NOTICE OF PUBLIC HEARING
EXPANSION BOULEVARD SEWER REHABILITATION
CITY OF STORM LAKE

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Storm Lake on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:00 P.M. on March 15, 2021, at 620 Erie Street, Storm Lake, IA 50588.

PROJECT DESCRIPTION: This project includes the installation of approximately 1172 linear feet of 12" CIPP lining, 2952 linear feet of 15" CIPP lining and miscellaneous tasks to ensure proper installation of the liner. Also included in this project is the rehabilitation of 147 vertical feet of manholes and the installation of internal chimney seals

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

Mayra Martinez
City Clerk



PROJECT MANUAL

Expansion Boulevard Sewer Rehabilitation

City of Storm Lake

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



Bolton-Menk.com

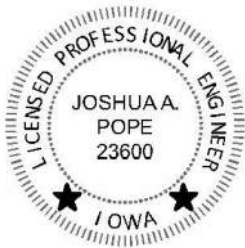
SECTION 00005 – CERTIFICATION

PROJECT MANUAL

for

Expansion Boulevard Sewer Rehabilitation

City of Storm Lake

	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.  _____ Date: <u>February 15, 2021</u> Joshua A. Pope License No. 23600 My renewal date is 12/31/2021 Pages or sheets covered by this seal: <u>All sheets</u>
---	--

SECTION 00010 - TABLE OF CONTENTS

Expansion Boulevard Sewer Rehabilitation City of Storm Lake

CONTRACT DOCUMENTS:

PROJECT MANUAL:

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

- 00005 - CERTIFICATION PAGE
- 00010 - TABLE OF CONTENTS
- 00100 - NOTICE TO BIDDERS
- 00200 - INSTRUCTIONS TO BIDDERS
- 00410 - PROPOSAL
- 00420 - BID BOND
- 00450 - INFORMATION REQUESTED FROM LOW BIDDER
- 00500 - CONTRACT
- 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND
- 00800 - SPECIAL PROVISIONS
- 00900 - NOTICE OF AWARD
- 00910 - NOTICE TO PROCEED
- 00920 - LETTER OF TRANSMITTAL

Technical Specifications

- 02532 - CURED-IN-PLACE-PIPE CIPP
- 02537 - MANHOLE & CATCH BASIN REHABILITATION
- 02997 - SANITARY SEWER CLEANING, TELEVISIONING AND INSPECTION

APPENDICES

Project Maps with the General Title: Sanitary Sewer Lining

Sanitary Sewer information with the title: CIPP Breakdown: Segmental Pipe Table

1978 Record Drawings with the title: Industrial Park Sanitary Sewer Extension Storm Lake

360 Manhole Photos: [View Photos](#)

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

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

SECTION 00100 - NOTICE TO BIDDERS

Expansion Boulevard Sewer Rehabilitation City of Storm Lake

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair or improvement as stated below must be filed online only before 3:00 P.M. on March 3, 2021, via Quest CDN.

Time and Place Sealed Proposals Will be Opened and Considered. Proposals for the work described below will be received online only through QuestCDN.com until 3:00 PM on March 3, 2021 at which time the bids will be opened and publicly read online through Microsoft Teams. Please use the link or call-in number/Conference ID below to see and/or hear the bid opening results: Microsoft Teams Meeting Link: <https://bit.ly/2L2kABY> Call: 612-428-8778, Conference ID: 172 296 43# The results will be reported to the City of Storm Lake at its meeting at 5:00 P.M. on March 15, 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 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, as it shall deem to be to 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. All work under the Contract must be substantially complete on or before July 16, 2021, and completed and made ready for final payment on or before July 30, 2021. 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 5 percent of the total amount of the bid. 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 \$25 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, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430. 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 # 7542037 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 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 includes the installation of approximately 1172 linear feet of 12" CIPP lining, 2952 linear feet of 15" CIPP lining and miscellaneous tasks to ensure proper installation of the liner. Also included in this project is the rehabilitation of 147 vertical feet of manholes and the installation of internal chimney seals.

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

Mayra Martinez, City Clerk

SECTION 00200 - INSTRUCTIONS TO BIDDERS

Expansion Boulevard Sewer Rehabilitation City of Storm Lake

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, hereinafter called the "Jurisdiction".
- 1.04 The bid bond may be submitted on the enclosed Bid Bond form (or form that is equivalent in terms, duration, and obligation). 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 For this project the City will only be accepting online electronic bids through QuestCDN. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. Prospective bidders must be on the planholders list through QuestCDN for bids to be accepted. A Bid shall be received no later than the date and time prescribed. Bids received after the date and time prescribed for the opening of bids, or not submitted in the designated manner, will not be accepted. It is the sole responsibility of the bidder to see that its proposal is received online only via Quest CDN prior to the time for opening bids along with the appropriate bid security.
- 2.02 The following documents shall be completed and uploaded to Quest CDN. The bid cannot be read if any of these documents are omitted from the Proposal.
 - 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 G – Identity of Bidder;
- 2.03 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.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

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

Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete and finally complete as stated in Section 00500 Contract. Liquidated Damages will be assessed as detailed in the stated 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 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 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 2-Year from and after acceptance of the work.
- 3.04 The City of Storm Lake, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that 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 of 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

Expansion Boulevard Sewer Rehabilitation City of Storm Lake

PROPOSAL: PART A – SCOPE

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

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

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

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

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

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

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Substantially complete the work and finally complete the work on or before as detailed in Section 00500 – Contract; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract for each 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.

Expansion Boulevard Sewer Rehabilitation
City of Storm Lake

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

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

LF = LINEAL FEET

VF = VERTICAL FEET

EA = EACH

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	1	LUMP SUM		
2	TRAFFIC CONTROL	1	LUMP SUM		
3	12" CIPP LINING – 9.0mm NOMINAL THICKNESS	1172	LF		
4	15" CIPP LINING – 12.0mm NOMINAL THICKNESS	2952	LF		
5	TRIM PROTRUDING TAP (IRON/NON-IRON)	2	EA		
6	REINSTATE LATERAL (ANY SIZE)	16	EA		
7	MANHOLE REHABILITATION	147	VF		
8	INTERNAL CHIMNEY SEAL	13	EA		
TOTAL PRICE					

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

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SECTION 00420 - BID BOND

**Expansion Boulevard Sewer Rehabilitation
City of Storm Lake**

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and

_____, as Surety, are held and firmly bound unto, City of Storm Lake as Obligee, (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:

Expansion Boulevard Sewer Rehabilitation

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

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

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

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

SURETY:

PRINCIPAL:

By

Surety Company

Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

By

Bidder

Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

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

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER
(The Low Bidder May Be Requested To Provide This Information After
The Bids Are Received But Prior To Issuing The Notice Of Award)

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: _____

Number of years as a Contractor in construction work of this type _____

Names and titles of all officers of Contractor's firm: _____

SUBMIT a list of five construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- CIPP Liner
- Manhole Rehabilitation Product
- Internal Chimney Seal

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

SECTION 00500 - CONTRACT

Expansion Boulevard Sewer Rehabilitation City of Storm Lake

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

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Expansion Boulevard Sewer Rehabilitation as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, IA 50588, Iowa. 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:

Expansion Boulevard Sewer Rehabilitation

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

- A. Completion Date
 - 1. All work under the Contract must be substantially complete on or before July 16, 2021.
 - 2. All work under the Contract must be completed and made ready for final payment on or before July 30, 2021.
- B. Liquidated Damage
 - 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of \$1350.00 (One Thousand Three Hundred Fifty) for each day the work remains incomplete.
 - 2. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner One-hundred thirty-three dollars (\$133.00) for each day that expires after such time until the Work completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

- C.
 - 1. Remedy any and all defects that may develop in or result from work to be performed under the Contract, within the 2-year period for utility work, and 4-year period for paving, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.
 - 2. For purposes of the maintenance bond, acceptance of work shall be interpreted as the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08 and the maintenance period shall commence on the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08, unless otherwise modified by the Specifications or Written Agreement.

- 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

CONTRACTOR:

By _____
Michael Porsch, Mayor

(Seal)
ATTEST:

Mayra Martinez, City Clerk

By _____
Contractor's Contact Name
Contractor's Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it 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 this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE**CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES**

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	1	LUMP SUM		
2	TRAFFIC CONTROL	1	LUMP SUM		
3	12" CIPP LINING – 9.0mm NOMINAL THICKNESS	1172	LF		
4	15" CIPP LINING – 12.0mm NOMINAL THICKNESS	2952	LF		
5	TRIM PROTRUDING TAP (IRON/NON-IRON)	2	EA		
6	REINSTATE LATERAL (ANY SIZE)	16	EA		
7	MANHOLE REHABILITATION	147	VF		
8	INTERNAL CHIMNEY SEAL	13	EA		
TOTAL PRICE					

SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Expansion Boulevard Sewer Rehabilitation
City of Storm Lake

KNOW ALL BY THESE PRESENTS:

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

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the Expansion Boulevard Sewer Rehabilitation project in Storm Lake, IA 50588.

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 _____, _____.

Surety Countersigned By:

PRINCIPAL:

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

Contractor

By:

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By:

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; 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.

SECTION 00800 - SPECIAL PROVISIONS

FOR

Expansion Boulevard Sewer Rehabilitation
City of Storm Lake

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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 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, acting through the Expansion Boulevard Sewer Rehabilitation Project.
- 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, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430.

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.
 - None.

4) WORK REQUIRED

- a) Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the Expansion Boulevard Sewer Rehabilitation 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 insure 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, IA 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 Friday, 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.

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 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.
- b) Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction.
- c) Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.
- d) 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) MATERIALS TESTS

- a) Material testing as specified for construction will be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Testing shall meet the requirements of the SUDAS Standard Specifications or as described within the Special Provisions.
- 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 certify that materials and equipment are manufactured in accordance with applicable specifications.

19) SOIL BORINGS

- a) None.

20) 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) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- c) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- d) The Contractor shall support and protect all utilities that are not moved.
- e) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- f) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate work schedules with the Engineer.

- g) 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.
- h) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

21) 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) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- d) 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.
- e) Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

22) TRAFFIC CONTROL

- a) The Contractor shall provide sufficient surveillance of the traffic control devices to ensure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:
 - The Engineer
 - The Owner
 - Local Law Enforcement Agencies
- b) The Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work or be subject to a \$ 100 per hour deduction from the time of notification for non-attention to project security and safety.
- c) The Contractor shall schedule the work to cooperate fully with business property owners and occupants abutting the project to minimize the time of restricted access to their property during the construction period.
- d) The 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 delivered to the business. The following items shall be included within the notice:
 - (1) The street name, location and proposed date of street closure.
 - (2) The estimated schedule for completion of work.
 - (3) The estimated date for reopening of the street.
 - (4) Procedure for garbage collection/recycling and postal service.
- e) The cost of maintaining vehicular and pedestrian traffic on temporary surfaced drives, walkways, including the eventual removal of the temporary surfacing material, shall be considered incidental to traffic control.

- f) In the event that any of the above right-of-way require traffic to be detoured around the construction zone, the Contractor shall prepare the detour route with the appropriate Agency representatives. The Contractor shall provide and maintain all signing and other traffic control required. The affected Agency shall be notified by the Contractor before re-routing traffic. Dust control and road maintenance of the by-pass route shall be the Contractor's responsibility.
- g) 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.
- h) 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).
- i) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- j) Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- k) 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.

23) 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:

- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City of Storm Lake
- Coordination and cooperation with other Contractors
- Coordination and cooperation with other projects in the area
- Coordination and cooperation with utility companies
- Field testing
- Material testing
- Monitoring weather conditions
- Site cleanup/restoration
- Temporary safety closures

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

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

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

PROJECT TITLE: Expansion Boulevard Sewer Rehabilitation

PROJECT DESCRIPTION: This project includes the installation of approximately 1172 linear feet of 12" CIPP lining, 2952 linear feet of 15" CIPP lining and miscellaneous tasks to ensure proper installation of the liner. Also included in this project is the rehabilitation of 147 vertical feet of manholes and the installation of internal chimney seals

OWNER'S NAME: City of Storm Lake

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 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

City of Storm Lake
Storm Lake, IA 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, ST Zip

Date:

Project Title: Expansion Boulevard Sewer
Rehabilitation

Project Owner: City of Storm Lake

Project Location: Storm Lake, IA 50588

You are hereby notified to commence WORK in accordance with the Agreement awarded on _____, 2021. The Contract Time shall commence to run on Anticipated start date: _____, 2021. WORK shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

City of Storm Lake

Storm Lake, IA 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.: P11.120650

TO: _____

- ☐ UPS Dropdown Selection
- ☐ Fedex Ground
- ☐ Regular Mail
- ☐ Client Pick-up
- ☐ Hand Carry
- ☐ Fax
- ☐ Fax/Send

RE:

WE ARE ENCLOSING:

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

REMARKS:

CC: _____ By: _____

SECTION 02532 - CURED-IN-PLACE-PIPE (CIPP) - GRAVITY

PART 1 -- GENERAL

1.1 SUMMARY

- A. This section covers the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to the installation of a resin-impregnated flexible liner which is inserted into the original conduit by use of a hydrostatic head. Methods that are pulled in and inflated (rather than inverted) may be considered, providing the method meets the other provisions of this specification. When cured, the finished pipe (CIPP) shall be continuous and tight fitting.

1.2 METHOD OF MEASUREMENT AND PAYMENT

- A. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below.
1. The contract unit price bid per LINEAR FOOT (LF) for CIPP shall be compensation in full for all equipment, materials, and labor required to complete the CIPP installation. Payment shall be based on the actual measurement of liner installed.
 2. The contract unit price bid per EACH (EA) for Lateral Reinstatement (any size) shall be compensation in full for all labor, materials, and equipment required to determine which are active, and complete the lateral reinstatements of all lateral lines conveying sewage in accordance with these specifications
 3. The contract unit price bid per EACH (EA) for Trimming Protruding Taps, for the appropriate type, shall be compensation in full for all labor, equipment and materials required to determine which taps are to be trimmed and subsequent trimming, regardless of tap diameter.
- B. 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. The costs shall be included in the unit price bid for the CIPP, as indicated. Such items of work include, but are not limited to:
1. Coordination with City to coordinate access to the sanitary sewer systems.
 2. Securing and withdrawing from a water source.
 3. Furnishing, installing and maintaining traffic control devices where necessary not already provided for by bid items.
 4. Pre-installation and post-installation cleaning and televising.
 5. Removal and disposal of internal debris from the sewer mainline and services prior to installation.
 6. Bypass pumping unless otherwise specified and included in the bid form
 7. Providing all required notifications of restricted sewer service periods to the Owner and residents affected by the work as well as coordination of resident relocations and reimbursements, if applicable.
 8. Installation of pipe pre-liners or grouting if required to install CIPP in areas of excess infiltration
 9. Dye testing as required to determine active laterals (where needed).
 10. Installation of hydrophilic end seals at the ends of the liner in each manhole.
 11. Removal of liner in manholes if pulling/inverting through manholes (unless manhole is being abandoned).

12. Excavation and restoration required to reinstate sewer services if the Contractor is unable to reinstate services via trenchless methods.
13. General project related restoration where not already provided by bid items.

1.3 SPECIFICATION REFERENCES

- A. This specification references below are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and the ASTM referenced sections, this specification will govern.
 1. ASTM F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastics (GRP) Cured-In-Place Pipe (CIPP)
 2. ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
 3. ASTM F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and inflate and Curing of a Resin-Impregnated Tube.
 4. ASTM F2561 – Standard Practice for Rehabilitation of a Sewer Service Lateral and its Connection to the Main Using a One-Piece Main and Lateral Cured-in-Place Liner.
 5. ASTM D543 Test Method for Resistance of Plastics to Chemical Reagents
 6. ASTM D578 Standard Specification Glass Fiber Strands
 7. ASTM D638 Standard Test Method for Tensile Properties of Plastics.
 8. ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
 9. ASTM D2122 Standard 1 Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
 10. ASTM D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
 11. ASTM D3567 Standard Practice for Determining Dimensions of “Fiberglass” (Glass-Fiber Reinforced Thermosetting Resin) Pipe and Fittings
 12. ASTM D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe
- B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

- A. Information Requested from the Low Bidder
 1. The Contractor shall submit, prior to the installation or use of any lining materials or equipment, certified test results from the manufacturers which indicate that all materials conform to the applicable requirements.
 2. A copy of the license or certificate verifying the manufacturer's or licensor's approval of the INSTALLER.
 3. Chemical resistance submittals --- The Contractor shall submit test results of the resin proposed that meet the chemical resistance requirements of ASTM F2019, Section 5.2.6. The chemical resistance tests will be completed in accordance with Test Method D543.
 4. CIPP Field Samples ---Field sampling procedure shall be in accordance with ASTM 2019 and in accordance with ASTM D5813.
 5. MSDS Sheets --- The Contractor shall submit Material Safety Data Sheets for all resins, and other additives such as accelerants, colorants, and lubricants utilized in the pipe liner/lining process.

6. Manufacturer Protocols - The Contractor shall submit manufacturer information that describes the materials, curing speeds/schedule, curing installation processes, installation pressures, temperature limitations, and recommended post curing documentation.
 7. Residential Informational Handout - The Contractor shall submit an informational hand out that describes the materials, processes, installation, pressures, temperature limitations, and odors associated with the lining process that shall be provided at the request of concerned residents.
 8. Liner pipe thickness design for each pipe segment. No liner will be approved for installation until liner thickness calculations have been submitted and reviewed for conformance with the specification.
 9. Proposed plan for temporary conveyance of sewer flows and bypass monitoring.
 10. Proposed construction schedule.
 11. Evidence of the INSTALLER's experience including a list of similar projects completed within the previous 2 years.
 12. **Description of cure method(s) and temperature/process for curing the liner. It is expected that most of these pipe segments being lined are comprised of "PVC Truss Pipe" and special care will be needed when curing the liner as to avoid blistering and damaging the existing host pipe.**
- B. Televising Log
1. All televising and construction logs, or copies thereof, shall become the property of the Owner. This includes the videos made at the beginning of the project just prior to the installation of the liner.
 2. Televising logs shall be in provided in DVD format.
 3. Two copies of all DVD's shall be submitted.

PART 2 -- PRODUCTS

2.1 MATERIALS

- A. Liner - The liner material shall meet the requirements of ASTM F1216 and/or ASTM F2019.
- B. Resin - The resin system shall meet the requirements of ASTM F1216 and/or ASTM F2019. **Neat resin shall be used for all lining of PVC pipes.**
- C. Hydrophilic End Seals shall be LMK Insignia End Seal or approved substitution.

2.2 STRUCTURAL REQUIREMENTS

- A. The CIPP shall be designed as per ASTM F1216, Appendix X1. The CIPP design shall assume no bonding to the original pipe wall but a tight, intimate contact is required.
- B. The CIPP shall be designed using a Long Term Creep Retention Factor of fifty percent (50%) of the initial design flexural modulus as determine by ASTM D-790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.
- C. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers.
- D. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.

E. The CIPP shall conform to the following properties:

	Standard	Min Value	Enhanced Value	UV Value
Flexural Strength	ASTM - D790	4,500 psi	4,500 psi	6,500 psi
Modulus of Elasticity	ASTM - D790	250,000 psi	400,000 psi	725,000 psi

F. The design parameters are:

Pipe diameter	12-15	Inches
Maximum depth from finished ground to invert	15	Feet
Minimum depth from finished ground to invert	9	Feet
Groundwater Depth	Equal to Soil Depth	Feet
Cover density (assumed)	120	Lbs/cf
Design Safety Factor (1.5 for pipes 36 inches and larger)	2.0	Value
Ovality	3%	Percent
Enhancement Factor (K)	7.0	Value
Poisson's Ratio	0.3	Value
Level of Deterioration	Fully Deteriorated	Value
Creep Retention Factor	50%	Value
Soil Modulus	1,000	PSI
Host Pipe Loading	H20 Highway	Value

- G. **The required structural CIPP wall thickness shall be based as a minimum, on the physical properties listed above and in accordance with the Design Equations in the appendix of ASTM F1216. The finished/cured liner thickness shall exceed minimum thickness requirements set forth by the equations in the appendix of ASTM F1216 in all situations.**
- H. **The contractor will bid/install a 9.0 mm nominal (prior to cure) liner on all 12" pipe installations. Finished thickness shall exceed 7.6 mm on all installations.**
- I. **The contractor will bid/install a 12.0 mm nominal (prior to cure) liner on all 15" pipe installations. Finished thickness shall exceed 10.2 mm on all installations.**

2.3 TESTING REQUIREMENT

- A. Chemical Resistance - The Contractor shall certify that CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of liner and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.
- B. Hydraulic Capacity - The Contractor shall certify that the CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition. The roughness coefficient of the CIPP shall be verified by third party test data.
- C. CIPP Field Samples - When requested by the Owner, the Contractor shall submit test results from previous field installations in the USA of the same resin system and liner materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 2.3.D. have been achieved in previous field applications. Testing samples for this project shall be made and tested as described in Section 3.4.A.

PART 3 -- EXECUTION

3.1 GENERAL

- A. The Contractor shall contact the Owner to determine where water is available on the site. There will be NO fee for water used on the project, however, the Contractor will be required to provide a backflow preventer when pulling water from a hydrant near project site.
- B. It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work and provide rights of access to these points. If a street must be closed to traffic because of the orientation of the sewer, the Contractor shall furnish and install all necessary traffic control devices until the street is opened to traffic.
- C. Cleaning of Sewer Lines - The Contractor shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. The Contractor shall secure their own disposal site for all debris removed from the sewers.
- D. Bypassing Sewage - The Contractor shall provide for the flow of sewage around the section or sections of pipe designated for lining. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow.
- E. Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected.
- F. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the proper insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, offset joint, or a collapse that will prevent the inversion process, and it cannot be removed by conventional sewer cleaning equipment, the Contractor shall immediately notify the Owner. The Owner may choose to have the Contractor make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be considered as a separate pay item and will be negotiated once the work is better defined.
- G. The Contractor shall notify the Owner prior to initiating cleaning and flushing and shall coordinate his operations with the Owner.
- H. The Contractor shall determine the length and diameter of the pipe to be lined prior to fabrication of the liner. No additional compensation will be paid for measured diameters, which vary from measure indicated on the plans or bid form.
- I. The Contractor shall provide all necessary equipment, jigs, pipe pieces, sandbags, labor, etc. to install CIPP tube through the available access locations provided and shown on the plans. The Contractor shall also cut open, reinstate, and prepare the edges of cut surfaces in a clean and orderly fashion to reopen the pipe within manholes that have been lined through. No additional compensation shall be made for lined through manholes, and such items of work shall be considered incidental to the contract.

3.2 NOTIFICATION

- A. Notice required. At least seven days before the start of lining, the Contractor shall provide notice, including the approximate schedule of lining, as described below.
 - 1. Written notice must be given to the adult residents of buildings, and to the owner or administrator of any property directly served by the sewer to be lined.
 - 2. The notice must be mailed or hand delivered to the owner or administrator of a child care building, school building, commercial business, and/or industry.

3. The notice may be put on or under the door of each residence, one notice for each single-family building and one notice for each unit of a multi-unit building.
- B. Contents of notice to residents, administrator and Owner. The notice shall specify the days and the hours during which sewer service will be restricted.
- C. Reminder Notice: A written, or verbal reminder notice shall be delivered at least 24 hours prior to the actual work.

3.3 CONSTRUCTION REQUIREMENTS

- A. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F2019, Section 6.4 with the following additional requirements:
 1. Resin Impregnation - The quantity of resin used for liner impregnation shall be sufficient to fill the volume of air voids in the liner with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. A roller system shall be used to uniformly distribute the resin throughout the liner.
 2. Liner insertion shall be performed in accordance with manufacturer's recommendations and in such a way to fully extend the liner to its termination point, hold the liner tight against the pipe wall, and produce dimples at service connections and flared ends at maintenance holes. Lubricants may be used as necessary. Care shall be taken so as not to overstress the felt fiber.
 3. **Unless otherwise indicated in the plans or authorized in writing by the Engineer, water curing, and UV curing shall all be considered as an acceptable cure method for this project. Steam curing will NOT be allowed to the existing PVC pipe material expected on site.**
 - (a) Circulated Heated Water Cure
 - (1) After inversion is completed, suitable heat source and water recirculation equipment are required to circulate heated water throughout the pipe.
 - (2) The equipment should be capable of delivering hot water throughout the section to uniformly raise the water temperature above the temperature required to effect a cure of the resin.
 - (3) The heat source should be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge should be placed between the impregnated tube and the pipe invert at the termination to determine the temperatures during cure.
 - (4) The temperature and pressure maintained in the pipe and the duration of the cure period shall be as recommended by the manufacturer.
 - (5) The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).
 - (6) Cooling:
 1. The new pipe should be cooled to a temperature below 100 degrees Fahrenheit before relieving the static head in the inversion stand pipe.
 2. Cool-down may be accomplished by the introduction of cool water into the inversion stand pipe water to replace hot water being drained from a small hole made in the down-stream end.
 3. Care shall be taken in the release of head so that a vacuum will not be developed that could damage the newly installed pipe.

(b) UV Cure – Follow ASTM F2019, Section 6.6 & 6.7

- (1) The approved system must utilize an outer and inner film to ensure that the liner remains intact during the insertion process and to protect the resin at all times during the installation and curing process from water and debris contamination and resin migration.
- (2) A winch should be used to pull the glass fiber liner into position in the pipe. The pulling speed shall not exceed 15ft/min. The liner shall have a lateral fiberglass reinforcement band which runs the entire length of the liner ensuring that the pulling force is transferred to the band and not the fiberglass liner. Once inserted, end plugs shall be used to cap each end of the glass fiber liner to prepare for pressurizing the liner. As with all CIPP products liner restraints should be used in manholes.
- (3) A slip sheet shall be installed on the bottom one third to one half of the pipe prior to liner insertion, for the purpose of protecting the liner during insertion and reduce the drag, or as recommended by the liner manufacture.
- (4) The glass fiber liner shall be cured with UV light sources at a constant inner pressure. When inserting the curing equipment in the liner, care should be taken to not damage the inner film material.
- (5) The UV light sources should be assembled according to the manufacture's specification for the liner diameter. For the liner to achieve the required water tightness and specified mechanical properties, the following parameters must be controlled during the entire curing process, giving the Engineer a record of the curing parameters over every segment of the entire length of the liner. This demonstrates that the liner is cured properly. The recording will include:
 1. Curing Speed
 2. Light Source and Wattage
 3. Inner Air Pressure
 4. Curing Temperatures
 5. Date and Time
 6. Length of Liner

This will be accomplished using a computer and data base that are tamper proof. During the curing process, infrared sensors will be used to record curing data that will be submitted to the Engineer with a post CCTV inspection on the portable hard drive.

- (6) The optimal curing speed, or travel speed of the energized UV light sources, is determined for each length of liner based on internal diameter, liner thickness, and exothermic reaction temperatures.
 - (7) The inner film material should be removed and discarded after curing to provide optimal quality of the final product.
- B. The liner pipe shall be continuous, without joints over the entire length of the pipe. The liner shall be free of all visual and material defects, including but not limited to foreign inclusions, dry spots, pinholes, and delaminations. The surface shall be smooth and free of waviness throughout the pipe.
- C. **The Contractor should take extra care during the curing process to prevent damage/blistering of the new CIPP liner caused by overcooking/heating the existing PVC Truss Pipe. Defects caused by improper curing will be the responsibility of the contractor and may include relining sections of pipe and/or full removal and replacement of a given CIPP liner at the cost of the Contractor.**

- D. Any defects that will affect the structural integrity or hydraulic capacity of the reconstructed pipe shall be repaired or the liner shall be replaced at the Contractor's expense, including large radial or longitudinal wrinkles that occur in such a size as to reduce the thickness or nominal diameter of the finished CIPP product.
- E. Hydrophilic end seals are required to seal the ends of each CIPP liner as it connects to the manhole. These seals will be installed prior to CIPP to prevent water tracking between the CIPP product and the existing host pipe.

3.4 REINSTATEMENT OF SEWER SERVICE LATERALS

- A. The Contractor shall certify possession of a minimum of two complete working cutter units plus spare key components on the site before each inversion.
- B. Prior to installing the sewer liner (during the television process), the Contractor shall locate, dye-test and record the location of all sewer lateral connections that are in question. The Contractor shall immediately submit this information to the Owner. The Owner will then determine which, if any, sewer services are to be abandoned. Those services designated to be abandoned will not be reinstated.
- C. After the sewer lining is complete, the Contractor shall re-establish all service connections except those designated by the Owner to be abandoned. This shall be done without excavation from the interior of the pipe by means of a television camera and a remotely controlled cutting device.
 - 1. If the Contractor is unable to re-establish the service connection from inside the pipe and excavation is necessary, no additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.
 - 2. Reestablished service connections shall be clean and smooth, free of jagged edges and conform as closely as possible to the dimension of the existing service.
 - 3. Brush style cutters or similar device will be required to ensure that the laterals are smooth for potential CIPP lateral lining.
- D. The sewer main shall be lined prior to lining service laterals, unless approved otherwise by the Engineer.

3.5 INSPECTION

- A. CIPP samples shall be prepared and tested in accordance with ASTM F1216, Section 8.1 using either method proposed.
- B. Leakage testing of the CIPP shall be accomplished during cure while under a positive head. CIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid (e.g., a removable bladder) must be tested by an alternative method approved by the Owner.
- C. Visual observation of the CIPP shall be in accordance with ASTM F1216, Section 8.4.

3.6 CLEAN-UP

- A. Upon acceptance of the installation work and testing, the Contractor shall clean-up the project area affected by the operations.

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

SECTION 02537 - MANHOLE & CATCH BASIN REHABILITATION

PART 1 -- GENERAL

1.1 SUMMARY

- A. This section covers additional requirements to the City specification section for Cementitious Manhole Lining (Table of Contents Code CML) for the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary to rehabilitate a manhole or catch basin as indicated on the drawings or as specified herein.
- B. The manholes to be rehabilitated are illustrated in the plans. The type of rehabilitation needed will be itemized in the schedule attached to the plans.

1.2 METHOD AND MEASUREMENT OF PAYMENT

- A. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:
 - 1. Payment for MANHOLE REHABILITATION shall be paid per Vertical Foot (VF) measured from the top of the bench to the casting and/or start of adjustment rings and shall include cost fully rehabilitating the sanitary sewer manhole with an approved product. This also includes any manhole preparation work that is required to satisfactory rehabilitate the structure.
 - 2. Payment for INTERNAL CHIMNEY SEAL shall be paid for per Each (EA) and shall include the cost to install an internal chimney seal needed to effectively eliminate infiltration to the chimney portion of the manhole structure. The material used to line the structure shall stop at the base of the frame. Lining material shall not be coated over the cast-iron frame itself.

1.3 SPECIFICATION REFERENCE

- A. SUDAS Specifications Division 6 Section 6020 shall apply to catch basin and manhole rehabilitation, except as modified herein.
- B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

PART 2 -- PRODUCT

2.1 APPROVED PRODUCTS:

- A. The required MANHOLE REHABILITATION Product shall be Quadex Geokrete Geopolymer or Engineer approved equal.
 - 1. The Geopolymer product must exceed the following properties:
 - (a) Minimum Compressive Strength @ 28 Days: 8,000 psi
 - (b) Minimum Split Tensile Strength @ 28 Days: 900 psi
 - (c) Minimum Flexural Strength @ 28 Days: 800 psi
 - (d) Shrinkage @ 28 Days: 0.02% max
 - (e) Minimum Bond @ 28 Days: 3,000 psi

- (f) Freeze/Thaw: No visible damage after 300 cycles
 - (g) Chemical Resistance: 0% Max mass loss in 12-week sulfuric acid immersion.
- B. The required INTERNAL CHIMNEY SEAL Product shall be Flex-Seal manufactured by Sealing Systems Inc or Engineer approved equal.
 - 1. The Internal Chimney Seal must have or exceed the following properties:
 - (a) Minimum applied thickness 150 mils thick.
 - (b) Minimum elongation of 800%.
 - (c) Minimum hardness (durometer) of 75.
 - (d) Minimum Tensile-Strength of 1,150 psi.
 - (e) Minimum Adhesion Strength of 175 lb. l/in.

PART 3 -- EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. General

- 1. The Contractor, approved and trained by the manufacturer shall furnish all labor, equipment and materials for supplying a cementitious/Quadex mix with machinery specially designed for the application. The following work requirements shall be considered incidental to the "MANHOLE REHABILITATION" bid item. All aspects of the installation shall be in accordance with the manufacturer's recommendations and with the following specifications which include:
 - (a) The elimination of active infiltration prior to making the application.
 - (b) The removal of any loose and unsound material and cleaning of the interior of the manhole with high pressure water (minimum 3500 psi). Wire brushing and/or sand blasting may be required.
 - (c) Patching of manhole walls or sewer structures if needed, shall be required in areas where large voids exist, such as mortar missing between bricks, around step frames, pipes and spalled concrete. All loose or cracked and corroded material shall be removed from the area to be patched, exposing a sound substrate. Patching material shall be allowed to cure before applying waterproof coating.
 - (d) The repair and sealing of the invert and benches.
 - (e) The application of a cementitious/Quadex mix to restore a structural/structurally enhanced manhole.
- 2. The clear opening at the top of the cone shall not be less than 26-inches.
- 3. Remove all manhole steps prior to installation of rehabilitation product.
- 4. **The minimum applied thickness of the cementitious rehab product shall be no less than 1-inch in all areas.**
- 5. INTERNAL CHIMNEY SEAL Product shall be applied AFTER any Cementitious Rehab product is applied to the manhole structure walls.

B. Temporary Service Measures

1. It will be necessary to maintain service during the construction period. Before proceeding with the project, the Contractor shall establish a work plan and submit the plan to the City Staff and Engineer for review and comment. The plan shall outline the method to be used to maintain service to the affected consumers. Failure to maintain sewer service could result in direct damage claims as well as consequential damage claims against the Contractor. The Contractor is the sole party responsible to notify the City and consumers who may be affected by the interruption of service.
2. If needed, the Contractor shall furnish, install and maintain equipment to bypass and control the sewage (sanitary and storm sewer) flow around the construction zone. Failure to operate and maintain the bypass equipment could result indirect damage claims as well as consequential damage claims to the Contractor.

C. Preparation work

1. If flow is maintained through the manhole during the construction period, place covers over the invert to prevent extraneous material from entering the sewer. If excessive quantities of debris enter the sewer, it shall be the responsibility of the Contractor to clean the sewer at its own expense.
2. All foreign material shall be removed from the manhole wall and bench using a high-pressure water spray (minimum 1200 psi) or sand blasting. Loose and protruding brick, mortar, and concrete shall be removed using a mason's hammer and chisel and/or scraper. Fill any large voids with quick setting patching mix. The surface to be repaired must be clean and free of any loose materials with walls totally saturated with water.

D. Construction Work

1. Infiltration Repair and Grouting
 - (a) Infiltration sealing shall be performed during high ground water conditions to ensure that all leakage is identified, if possible. Some leaks may require weep holes to localize the infiltration during the application after which the weep holes shall be plugged with the quick setting infiltration control mix prior to the final surface application
 - (b) Minor leaks shall be stopped using quick setting specially formulated infiltration control mixes and shall be mixed and applied per manufacturer's recommendations.
 - (c) If chemical grouting is to be used, holes shall be carefully drilled from within the structure and shall extend completely through the wall. The grout shall be pumped through the manhole wall until no more movement of grout is evident in either the drilled holes or the locations of leaks. The process shall be repeated until the structure is completely sealed. All manufacturer's recommendations shall be followed including pot life of the grout and insertion pressure.
2. Invert Repair
 - (a) After all preparation has been completed, removed all loose material and wash the wall again.
 - (b) Any bench, invert, or service line repairs shall be made at this time using the quick setting patching mix and shall be used per manufacturer's recommendations.
 - (c) Invert repair shall be performed on all inverts with visible damage or infiltration. After blocking flow through the manhole, and thoroughly cleaning invert, the quick setting patch mix shall be applied to the invert in an expeditious manner. The mix shall be

troweled uniformly onto the damaged invert extending out onto the base of the manhole sufficiently to tie into the walls. The finished invert surfaces shall be smooth and free of ridges. The flow may be re-established in the manhole within 30 minutes after placement of the mix.

- (d) The invert shall be channeled to a depth equal to the diameter of the downstream pipe in a manner to maintain velocity and direct the flow from the upstream pipes to the downstream.

3. Bench Repair

- (a) The bench shall be graded with a gradual slope of no less than 1/2-inch toward the invert. The wall bench intersection shall be rounded to a uniform radius the full circumference of the intersection.

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

SECTION 02997 - SANITARY SEWER TELEVISION, CLEANING AND INSPECTION

PART 1 -- GENERAL

1.1 SUMMARY

- A. Section includes sanitary sewer cleaning, televising and inspection of pipe, fittings, and miscellaneous appurtenances.

1.2 METHOD OF MEASUREMENT AND PAYMENT

- A. Payment for all labor, equipment, materials, and supplies necessary to complete the work specified in this section shall be incidental to the unit price bid by linear foot (LF) for CIPP.
- B. The furnishing and installing of specific items and/or the performance of work under certain circumstances will not be individually paid in the absence of a specific bid item for the work. All costs will be included in the unit price for CIPP. Such items of work include but are not limited to:
 - 1. Bypass pumping (as needed)
 - 2. Notices to the impacted property owners
 - 3. Traffic control
 - 4. Disposal fees
 - 5. Removal of roots and debris
 - 6. Any heavy cleaning processes or equipment needed to remove pipe deposits

1.3 SUBMITTALS

- A. All submittals are to be provided in digital format via email, USB Flash Drive, or other method approved by the Engineer.
- B. A sanitary sewer bypass pumping plan and traffic control plan shall be submitted to the Engineer for review a minimum 5 working days prior to beginning of work.
- C. The Contractor shall provide submittals within 10 working days of completion of the televising.
- D. Acceptable File Formats
 - 1. Video: MP4 or WAV with both audio and video
 - 2. Reports: Searchable PDF
 - 3. Images: JPG
- E. File Naming
 - 1. The Contractor will be provided with a map showing manhole and pipe identification numbers.
 - 2. All files shall be named with a number matching the pipe identification number.
- F. A summary report shall be provided with the submittals. The summary shall include a table showing the following information:
 - 1. Owner's pipe identification number.
 - 2. Date of televising.
 - 3. Starting manhole number.
 - 4. Ending manhole number.
 - 5. File names for video, report, and images associated with each section of pipe

PART 2 -- PRODUCTS

2.1 NOT USED.

PART 3 -- EXECUTION

3.1 NOTIFICATIONS TO PROPERTY OWNERS

A. The Owner shall coordinate and distribute any required public notices.

3.2 EXAMINATION

A. Commence televising only when pipe and structures are clean and free of dirt or other foreign matter.

3.3 SANITARY SEWER TELEVISION

A. General

1. Televising will be performed on all gravity/pressure utility lines that are planned for rehabilitation and shown in the plans and specifications.
2. Televising is required both prior to liner installation and again after the CIPP process has been completed.
3. Televising shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections.
4. All televising video shall be in color. Each individual reach of pipe between manholes shall be identified as a chapter on the video or a separate file.
5. Post-lining televising shall carefully inspect the interior of the pipeline to identify any conditions which may indicate improper installation.
6. A USB Flash Drive and suitable log shall be kept of all televising and submitted to the owner.
7. Camera – The camera will be a self-propelled unit providing color video with the ability to tilt up and down and pan left to right. The camera lens will be capable of turning and looking up each wye or service tap to a minimum distance of the first fitting of the service pipe. The camera is to provide color video and still photographs of any defect.
8. Rate – The televising will be conducted at a rate not to exceed 30.0-feet per minute.

B. Line Requirements

1. All lines will be jetted and vacuumed so that all debris has been removed prior to televising.
2. A small quantity of water is to be introduced into the line prior to televising. Amount will be determined by the Engineer and coordinated with the Owner's Water and Sewer Department. The amount of water will be sufficient enough to distinguish any sags or alignment problems with the pipe.
3. Each run will consist of a starting and ending MH-#, line size, and a zero reading on the counter at center of the starting manhole.
4. Each service wye will be examined using the pan and tilt feature.
5. The video camera operator will type into the video:
 - (a) The station (distance)
 - (b) Wye location on either the top, left, or right side of the pipe
 - (c) Any visible defects that are apparent while televising the sewer lines. Examples of defects include offset joints, leaking joints, sags, cracked pipe, etc.

C. Manhole Requirements

1. Examine upstream and down doghouses for water tightness.
2. Examine all joints to confirm watertight quality of gaskets and seals.
3. While at the bottom of the manhole, the camera will examine for infiltration as close to the manhole rim as feasible and around the entire manhole circumference.
4. Examine vertical outside drops.

D. Report Requirements

1. A technician will observe the monitoring apparatus at all times during the televising and record the data per NASSCO standards.
2. Note locations, length and depth of any sag in the pipe (indicate any depths greater than ½-inch).
3. Note locations, length and depth of any areas of dirt or debris in the pipe (indicate any depths greater than ½-inch).
4. Note all defective or substandard areas identified during the inspection.
5. Record distance from center of manhole to center of manhole.
6. Note each change in pipe material, including station.
7. Note each wye or service tap location with station and orientation (Example: wye right, 3 o'clock).
8. Note direction of flow using cardinal/ordinal directions.
9. Include color photos/images of defects in the written report.

E. Review

1. All television reports and videos will be reviewed after the submittal is received.

3.4 SANITARY SEWER CLEANING

A. Cleaning Equipment

1. Hydraulically propelled equipment.
 - (a) Equipment will be of a movable dam type and be constructed in such a way that a portion of the dam may be collapse at any time during the cleaning operations to protect against flooding of the sewer.
 - (b) The movable dam will be equal in diameter to the pipe being cleaned and will provide a flexible scraper around the outer periphery to insure removal of grease.
 - (c) If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property will be taken.
2. High-Velocity Jet (Hydro cleaning) Equipment.
 - (a) All high-velocity sewer cleaning equipment will be constructed for ease and safety of operation.
 - (b) The equipment will have a selection of 2 or more high-velocity nozzles.
 - (c) The nozzles will be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned.
 - (d) Equipment will include a high-velocity gun for washing and scouring manhole walls and floor.
 - (e) The gun will be capable of producing flows from a fin spray to a solid stream.
 - (f) The equipment will carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel.

3. Mechanically Powered Equipment.
 - (a) Bucket machines will be in pairs with sufficient power to perform the work in an efficient manner.
 - (b) Machines will be belt operated or have an overload device.
 - (c) Machines with direct drive that could cause damage to the pipe are not permitted.
 - (d) A power rodding machine will be either a sectional or continuous rod type capable of holding a minimum of 750.0-feet of rod.
 - (e) The rod will be specifically heat-treated steel.
 - (f) The machine will be fully enclosed and have an automatic safety clutch or relief valve.
- B. Cleaning Precautions
 1. During sewer cleaning operations, satisfactory precautions will be taken in the use of cleaning equipment.
 2. When hydraulically propelled cleaning tools or tools which retard the flow in the sewer lines are used, precautions will be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. Contractor will be fully responsible for any property damage caused by the cleaning operations.
 3. When possible, the flow of sewage will be utilized to provide the necessary pressure for hydraulic cleaning devised.
 4. When additional water from fire hydrants is necessary to avoid a delay in normal work procedures, the water will be conserved and not used unnecessarily.
 5. No fire hydrant will be obstructed in case of a fire in the area served by the hydrant.
- C. Sewer Cleaning
 1. The cleaning of the sewer lines will begin upstream and work downstream.
 2. The sewer manhole sections will be cleaned using hydraulically propelled, high-velocity jet or mechanically powered equipment. Selection of the equipment will be based on the conditions of lines at the time the work commences.
 3. The equipment will be capable of removing dirt, grease, rocks, sand and other materials and obstructions from the sewer lines and manholes.
 4. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment will be set up on the other manhole and cleaning will be attempted again.
 5. There shall be no additional compensation for cleaning processes that require heavy cleaning or additional cleaning equipment to remove deposits from the pipeline.
 6. If successful cleaning from both manholes cannot be completed, Contractor will contact the Engineer.
- D. Root Removal
 1. Roots will be removed completely where root intrusion is a problem.
 2. Any roots which could inhibit the proposed construction will be removed.
 3. There will be no additional compensation for removing roots as part of this cleaning and televising process.
- E. Material Removal
 1. All sludge, dirt, sand, rocks, grease and other solids or semisolid material resulting from cleaning operations will be removed at the downstream manhole of the section being cleaned.
 2. Passing material from manhole section to manhole section, which could cause line stoppages, accumulation of sand in wet wells, or damage to pumping equipment, will not be permitted.

F. Disposal of Material

1. All solids or semisolids resulting from the cleaning operations will be removed from the site and disposed of at a site secured by Contractor.
2. All materials will be removed from the site no less often than at the end of each workday. Under no circumstances will Contractor be allowed to accumulate debris on the site of work.

G. Final Acceptance

1. Acceptance of sewer line cleaning will be made up on successful completion of the television inspection and will be to the satisfaction of the Owner.
2. If television inspection shows the cleaning to be unsatisfactory, resulting in debris being left inside or attached to the pipeline, the Contractor will be required to re-clean and re-televise the sewer line until cleaning is shown to be satisfactory and all deposits are removed from the pipeline.

3.5 SEWER FLOW CONTROL

A. When sewer line depth of flow at the upstream manhole of the manhole section being worked in is above the maximum allowable for television inspection, the flow will be reduced to the level shown below by operation of pump stations, plugging or blocking of the flow or by pumping and bypassing of the flow as specified.

B. Plugging or Blocking

1. Perform bypass pumping as needed to complete the work.
2. A sewer line plug will be inserted into the line upstream of the section being worked.
3. The plug will be designed so that all or any portion of the sewage can be released in accordance with Engineer approved criteria.
4. During television inspection, flow will be reduced within the specified limits.
5. After the work has been completed, flow will be restored.

C. Pumping and Bypassing

1. When pumping and bypassing is required, Contractor will supply the pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is being performed.
2. The bypass pump system will be of sufficient capacity to handle existing peak flow.
3. Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypass pumping system. If pumping is required on a 24-hour basis, engines will be equipped in a manor to reduce noise to a minimum.

D. Flow Control Precautions

1. When flow in a sewer line is plugged, blocked or bypasses, sufficient precautions must be taken to protect the sewer lines from damage that might result from surcharging.
2. Precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property be served by the sewers involved.

END OF SECTION

APPENDICES

360 Manhole Photos: [View Photos](#)



Sanitary Sewer Lining

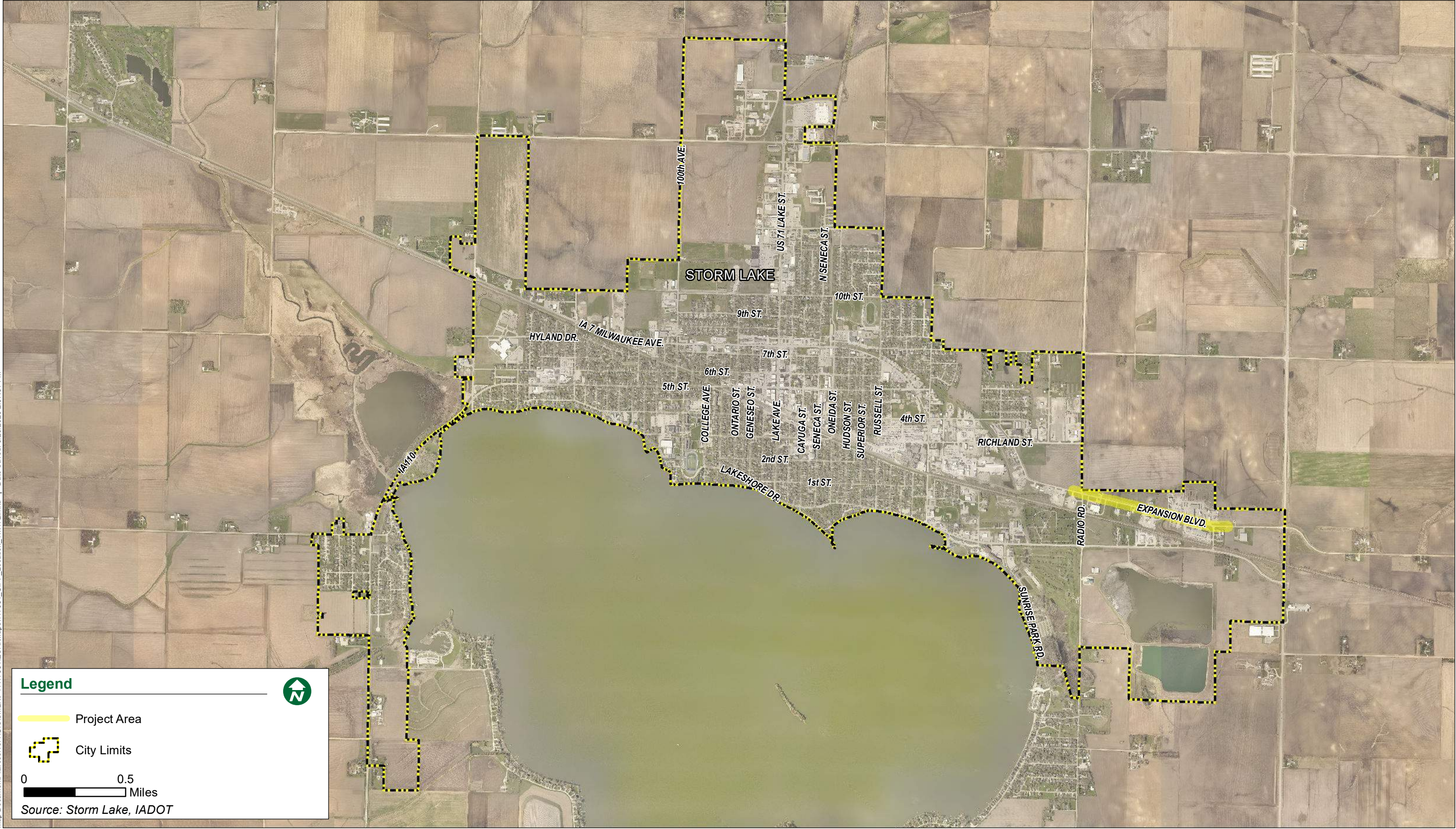
Storm Lake, Iowa

Project Location

April 2020



Real People. Real Solutions.





Sanitary Sewer Lining

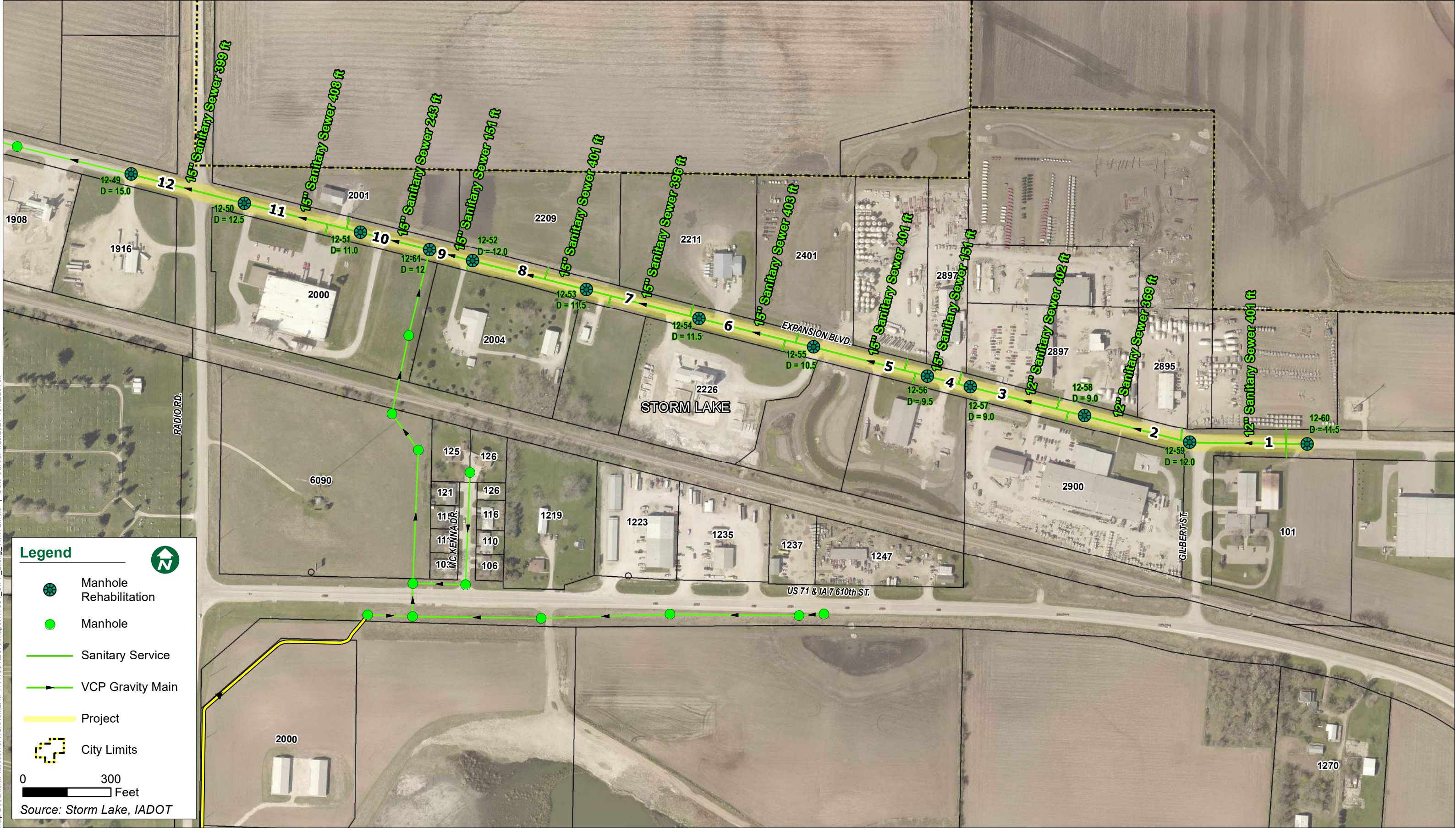
Storm Lake, Iowa

Project Location

April 2020



Real People. Real Solutions.



CIPP Breakdown: Segmental Pipe Table

Pipe Number	Pipe Size	Material	Upstream Manhole	Upstream Manhole Depth	Downstream Manhole	Downstream Manhole Depth	Length	Laterals
1	12	Clay	12-60	11.5	12-59	12	401	2
2	12	Clay	12-59	12	12-58	9	369	1
3	12	Clay	12-58	9	12-57	9	402	2
4	15	Clay	12-57	9	12-56	9.5	151	1
5	15	Clay	12-56	9.5	12-55	10.5	401	2
6	15	Clay	12-55	10.5	12-54	11.5	403	2
7	15	Clay	12-54	11.5	12-53	11.5	396	2
8	15	Clay	12-53	11.5	12-52	12	401	1
9	15	Clay	12-52	12	12-61	12	151	1
10	15	Clay	12-61	12	12-51	11	243	0
11	15	Clay	12-51	11	12-50	12.5	408	2
12	15	Clay	12-50	12.5	12-49	15	399	0

Total 12"	1172
Total 15"	2952
Total Project	4124
Total Services	16

MH REHAB	147
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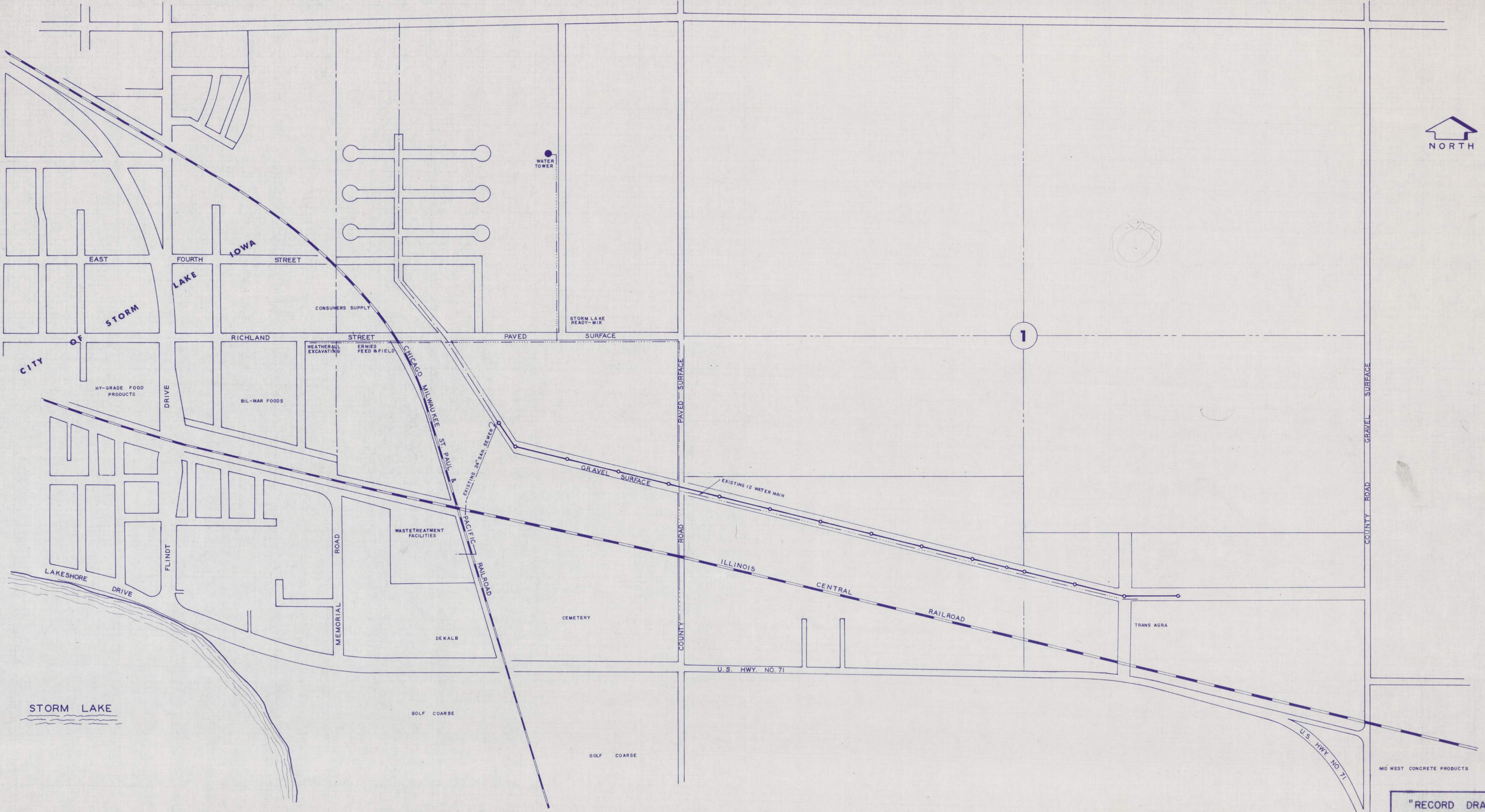
Industrial Park Sanitary Sewer Extension Storm Lake, Iowa 1978

I hereby certify that this plan was prepared by me or under
my direct personal supervision and that I am a duly registered
Professional Engineer under the laws of the state of Iowa.

Neal R. Kuehl
Date June 16, 1978 Reg. no. 5704

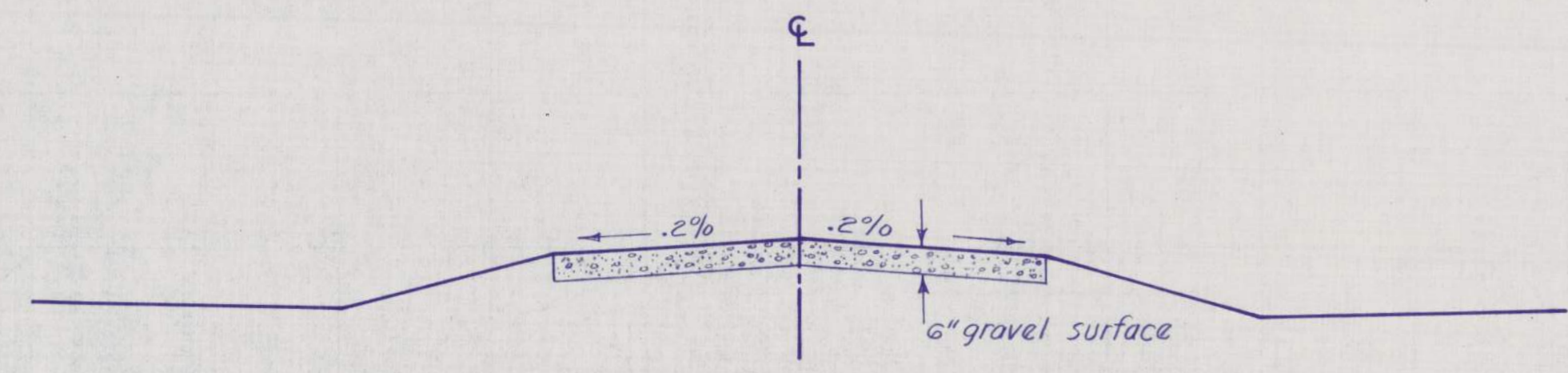
"RECORD DRAWING"
BASED ON DATA FROM CONTRACTOR
DATE 6-3-78 BY SEB

	OTTO & CULVER		DESIGNED: <u>N.R.K.</u>	DATE: <u>3-15-78</u>
	a Professional Corporation		DRAWN: <u>EZ</u>	SCALE:
	Engineers	Architects	CHECKED: <u>N.R.K.</u>	
	Land Surveyors	APPROVED: <u>N.R.K.</u>		
DWG. NO. 770141			REV. NO.	
TITLE SHEET				



"RECORD DRAWING"
BASED ON DATA FROM CONTRACTOR
DATE 12-11-78 BY EEA

NOTE:
Road cross section is typical of existing cross section. Contractor shall compact backfill to 90% of Standard Proctor density and shall regrade road to typical cross section shape. Sand backfill is not required on this project. In place materials may be used provided they meet the conditions of specification Section 02221 paragraph 2.02 A.



TYPICAL ROAD CROSS SECTION

REV. NO.	DATE	BY	CHK.	DESCRIPTION
REVISIONS:				
INDUSTRIAL PARK SANITARY SEWER EXTENSION STORM LAKE, IOWA				
OTTO & CULVER a Professional Corporation Engineers Architects Land Surveyors				DESIGNED: NRK DRAWN: EZ CHECKED: NRK APPROVED: NRK
LOCATION PLAT				DATE: 3-15-78 SCALE: 1" = 400' DWG. NO. 770141-2 REV. NO.

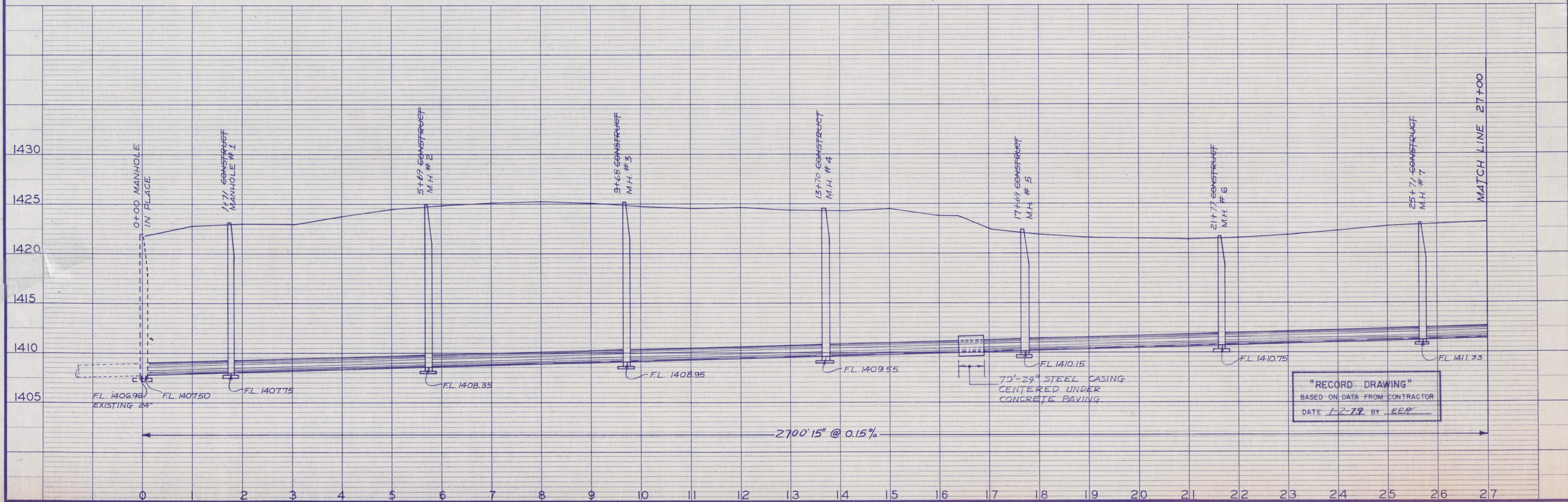
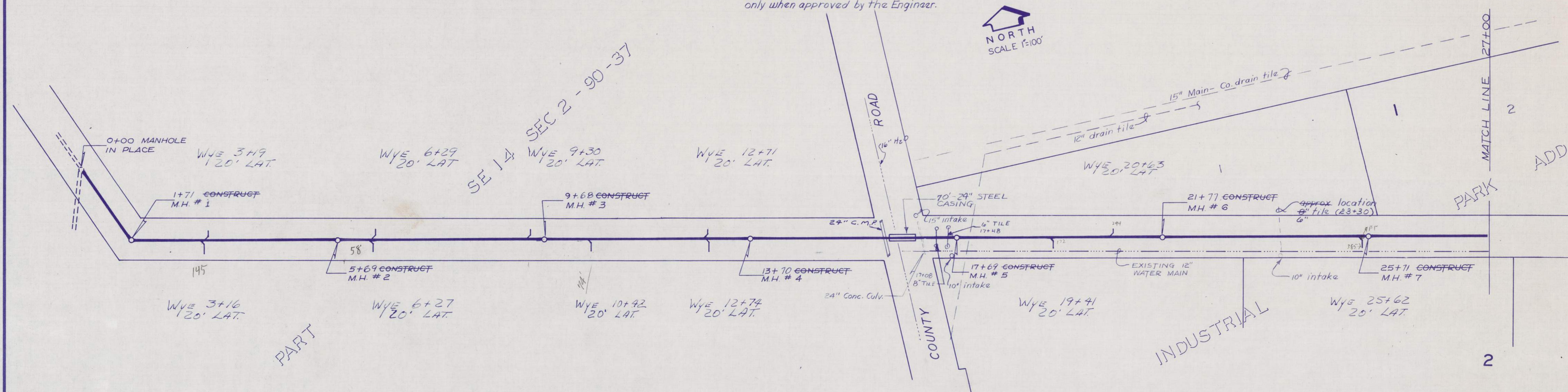
Construct Sanitary Sewer in
Accordance With Standard
Specifications Of Otto
Engineering Co., P.C.

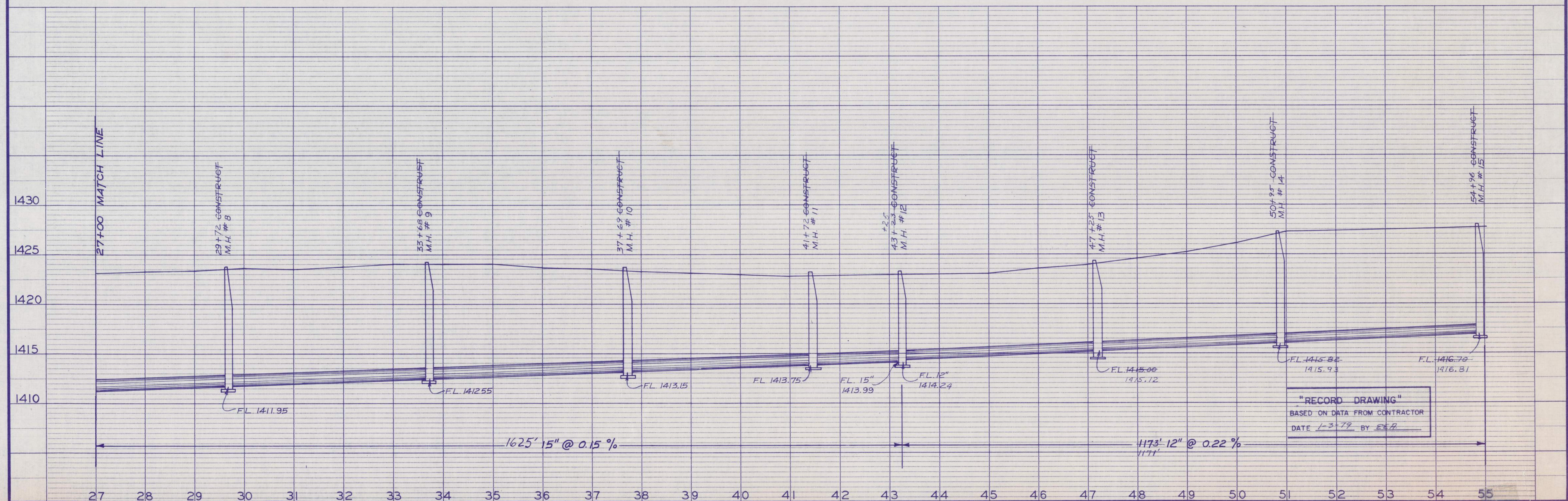
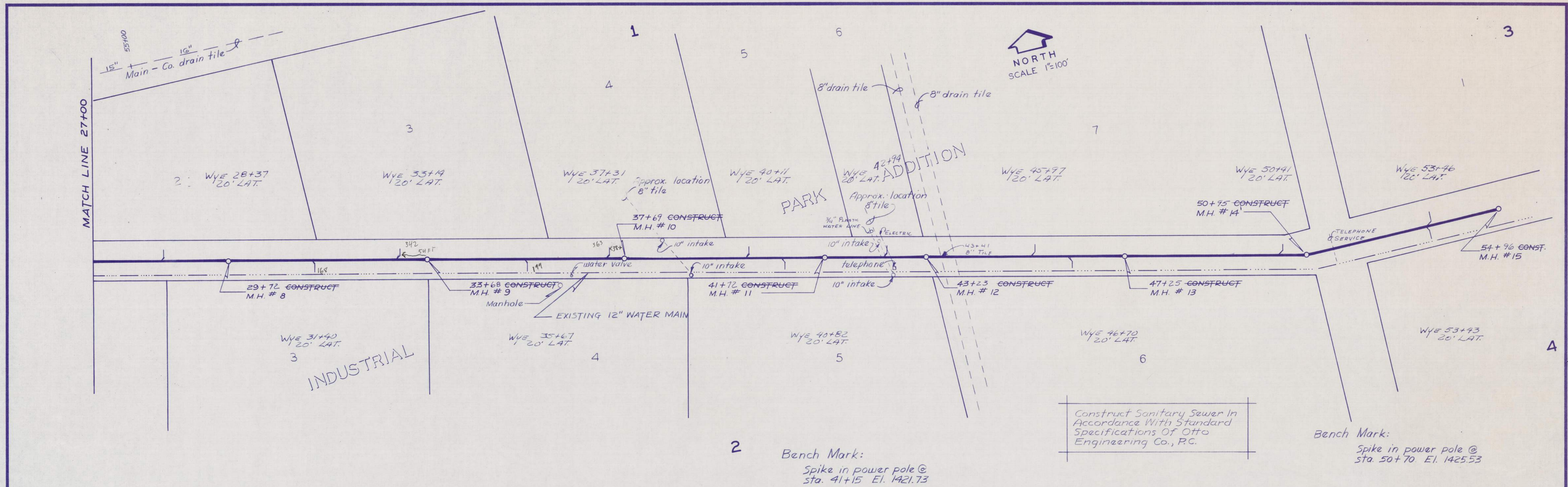
NOTE:

1. See specification Section 02221 for contractors responsibilities concerning drain tile.
2. Gravel surfacing material ~~shall be salvaged and reused by contractor.~~ Additional material shall be used only when approved by the Engineer.

BENCH MARK:
NORTHEAST BOLT ON FIRE HYDRANT
125' RIGHT OF STATION 1G+00
ELEV. 1421.86

SPIKE IN POWER POLE 40' RIGHT
OF STATION 41+15
ELEV. 1421.73





ENGINEER'S ESTIMATE

EXPANSION BLVD SEWER REHABILITATION PROJECT
CITY OF STORM LAKE, IA
BMI PROJECT NO. P11.120650



Date: 2/9/2021

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
BASE BID						
1	MOBILIZATION		1	LS	\$10,000.00	\$10,000.00
2	TRAFFIC CONTROL		1	LS	\$7,500.00	\$7,500.00
3	12" CIPP (CURED-IN-PLACE-PIPE) LINING - 9.0mm NOMINAL THICKNESS		1,172	LIN FT	\$35.00	\$41,020.00
4	15" CIPP (CURED-IN-PLACE-PIPE) LINING - 12.0mm NOMINAL THICKNESS		2,952	LIN FT	\$55.00	\$162,360.00
5	TRIM PROTRUDING TAP (IRON/NON-IRON)		2	EACH	\$300.00	\$600.00
6	REINSTATE LATERAL (ANY SIZE)		16	EACH	\$100.00	\$1,600.00
7	MANHOLE REHABILITATION (1" MINIMUM)		147	VERT FT	\$300.00	\$44,100.00
8	INTERNAL CHIMNEY SEAL		13	EACH	\$600.00	\$7,800.00
ESTIMATED BASE BID TOTAL:						\$274,980.00

Staff Summary

3/15/2021

Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 55-R-2020-2021 Adopting Plans, Specifications, Form Of Contract, Estimate Of Cost, Bid And Award Contract For The Expansion Boulevard Sanitary Sewer Rehabilitation Project**

BACKGROUND: Tyson Fresh Meats (Developer) is expected to construct a new feed mill processing facility. The new facility would replace their current facility which is located in the Central Business District. The Developer is proposing to create 15 new jobs in addition to the current 12 jobs. Construction is expected to be completed by April 1, 2021. The City and Developer approved a development agreement on January 6, 2020. The agreement includes provisions whereby the City will provide public infrastructure improvements including asphalt overlay of Expansion Blvd, sanitary sewer lining, and watermain improvements.

Individual bidding documents have been prepared for the pavement, sanitary sewer, and watermain components. The project under consideration this evening is for the sanitary sewer which includes sewer main CIPP lining, manhole rehabilitation, and related improvements.

Bids were opened on March 3, 2021. Four bids were received with the apparent low bidder being Municipal Pipe Tool Company in the amount of \$225,109.00.

The Engineer's Opinion of Probable Construction Cost is \$274,980.00.

FISCAL IMPACT: The construction contract has an estimated value of \$225,109.00.

RECOMMENDATION: Approve Resolution No. 55-R-2020-2021 to award the

construction contract to Municipal Pipe Tool Company in the amount of \$225,109.00

ATTACHMENTS:

Description		Type
	Resolution No. 55-R-2020-2021	Resolution
	Engineer's Recommendation	Backup Material

RESOLUTION NO. 55-R-2020-2021

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT,
ESTIMATE OF COST, BID AND AWARD CONTRACT FOR THE EXPANSION
BOULEVARD SANITARY SEWER REHABILITATION 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 Expansion Boulevard Sanitary Sewer Rehabilitation Project; and

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

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

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

Section 2. That the following bid for the construction of certain public improvements described in general as the Expansion Boulevard Sanitary Sewer Rehabilitation Project, is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Municipal Pipe Tool Company.

Amount of bid: \$225,109.00

Portion of bid: All

Section 3. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract to be binding on the City, contingent to obtaining all the required concurrences and consents.

PASSED AND APPROVED this 15th day of March 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

March 9, 2021

City of Storm Lake
Attn: David Derragon
620 Erie Street
Storm Lake, IA 50588

RE: Recommendation of Award
Expansion Boulevard Sanitary Sewer Rehabilitation
Project No.: P11.120650

Dear Mr. Derragon:

Bids were received and opened online via Microsoft Teams on Wednesday, March 3rd, 2021 at 3:00 PM for the project referenced above. Four (4) bids were received, and the result is tabulated below:

	<u>Total Bid</u>
Municipal Pipe Tool Company	\$225,109.00
Insituform Technologies USA, LLC	\$238,672.20
SJ Louis Companies	\$276,966.00
VisuSewer	\$328,048.40
Engineer's Estimate	\$274,980.00

A detailed bid abstract including the engineer's estimate is attached for your reference. We have also included Information Requested from the Low Bidder as required. If deemed economically feasible, we recommend awarding the construction contract to Municipal Pipe Tool Company in the amount of \$225,109.00.

Sincerely,
Bolton & Menk, Inc.

DocuSigned by:

7367BB09A51D4F7...
Josh Pope P.E. LEED AP BD+C
City Infrastructure Engineer

encl.

ABSTRACT OF BIDS

Expansion Boulevard Sewer Rehabilitation
City of Storm Lake
BMI PROJECT NO. P11.120650

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



March 3, 2021, 3:00 PM

Item No.	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		Municipal Pipe Tool Company Hudson, IA		Insituform Technologies USA, LLC Chesterfield, MO		S.J. Louis Companies Rockville, MN		Visu-Sewer Pewaukee, WI	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$16,075.50	\$16,075.50	\$23,500.00	\$23,500.00	\$8,250.00	\$8,250.00
2	TRAFFIC CONTROL	LS	1	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$4,994.90	\$4,994.90	\$3,700.00	\$3,700.00	\$2,620.00	\$2,620.00
3	12" CIPP (CURED-IN-PLACE-PIPE) LINING - 9.0mm NOMINAL THICKNESS	LIN FT	1172	\$35.00	\$41,020.00	\$31.00	\$36,332.00	\$33.30	\$39,027.60	\$48.00	\$56,256.00	\$45.15	\$52,915.80
4	15" CIPP (CURED-IN-PLACE-PIPE) LINING - 12.0mm NOMINAL THICKNESS	LIN FT	2952	\$55.00	\$162,360.00	\$49.00	\$144,648.00	\$49.60	\$146,419.20	\$54.00	\$159,408.00	\$78.80	\$232,617.60
5	TRIM PROTRUDING TAP (IRON/NON-IRON)	EACH	2	\$300.00	\$600.00	\$440.00	\$880.00	\$518.00	\$1,036.00	\$400.00	\$800.00	\$200.00	\$400.00
6	REINSTATE LATERAL (ANY SIZE)	EACH	16	\$100.00	\$1,600.00	\$70.00	\$1,120.00	\$149.00	\$2,384.00	\$40.00	\$640.00	\$75.00	\$1,200.00
7	MANHOLE REHABILITATION (1" MINIMUM)	VF	147	\$300.00	\$44,100.00	\$168.00	\$24,696.00	\$165.70	\$24,357.90	\$177.00	\$26,019.00	\$163.00	\$23,961.00
8	INTERNAL CHIMNEY SEAL	EACH	13	\$600.00	\$7,800.00	\$341.00	\$4,433.00	\$336.70	\$4,377.10	\$511.00	\$6,643.00	\$468.00	\$6,084.00
TOTAL BID PRICE					\$274,980.00	\$225,109.00		\$238,672.20		\$276,966.00		\$328,048.40	

3-Mar-21
H:\SMLK\P11120650\6_Plans-Specs\B_Bid Tabulation\V Bid Sewer Rehab\[2021 03 03 120650 Bid Abstract.xlsx]Sewer Rehab

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER
(The Low Bidder May Be Requested To Provide This Information After
The Bids Are Received But Prior To Issuing The Notice Of Award)

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: Municipal Pipe Tool Co., LLC

515 5th Street, PO BOX 398, Hudson, IA 50643

Number of years as a Contractor in construction work of this type 27 years

Names and titles of all officers of Contractor's firm: Sharon Waschkat, COO & Mark Kaler, Managing Partner

SUBMIT a list of five construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- CIPP Liner
- Manhole Rehabilitation Product
- Internal Chimney Seal

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



515 5th Street
PO Box 398
Hudson, IA 50643
Phone: (319) 988-4205
Fax: (319) 988-3506

March 8, 2021

James D Leiding, P.E.
Project Manager
Bolton & Menk, Inc.
300 W McKinley St,
PO Box 68
Jefferson, IA 50129

RE: City of Storm Lake, Iowa – Infiltration/Inflow Improvements

Dear James:

For the list of prior projects see the spreadsheet attached.

List of Proposed Materials:

1. CIPP liner - CIPP Corporation which includes Applied felts liner and Interplastics resin COR72-AT-470). We did not see any PVC pipe in our pre bid inspection of flows. We will address any other material needs after cleaning and TV.
2. Manhole Rehabilitation Product - Duraseal CA
3. Internal Chimney Seal - Duraseal Duraflex

Sincerely,

Sharon Waschkat
COO

“We Protect the Environment!”

Our Core Values:

Safety - Unity - Relationships - Proactive - Determination - Results

Staff Summary

3/15/2021

Agenda Item # 15.



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: David Derragon, Assistant City Manager

SUBJECT: **Public Hearing for the 2021 CIPP Sanitary Sewer Improvements Project Plans, Specifications, and Form of Contract**

BACKGROUND: Nine NRDC-HUD funded projects have been approved which reduce sewer backups in homes and avoid the release of untreated wastewater into the environment. This sewer lining and manhole rehabilitation effort is the final project pursued within the grant funding. Improvements of sanitary sewer mains in the vicinity of the previous 7th and Geneseo project as well as the Violet/Tulip/Rose Lane neighborhood are proposed. The intended public infrastructure improvements entail CIPP lining of existing 8" mains and associated manhole rehabilitation within the improvement areas.

The project is one of nine NRDC-HUD funded projects with federal funding entailing 75% and local match 25%.

FISCAL IMPACT: The Engineer's Opinion of Probable Construction Cost is \$495,052.00.

RECOMMENDATION: Open Public Hearing
Hear Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
☐ Notice of Public Hearing	Backup Material
☐ Project Manual	Backup Material
☐ Engineer's Estimate of Construction Cost	Backup Material

NOTICE OF PUBLIC HEARING
CIPP SANITARY SEWER IMPROVEMENTS
CITY OF STORM LAKE

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Storm Lake on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:00 P.M. on March 15, 2021, at 620 Erie Street, Storm Lake, IA 50588.

PROJECT DESCRIPTION: This project includes the installation of approximately 12,174 linear feet of 8" CIPP lining, and miscellaneous tasks to ensure proper installation of the liner. The project also includes the rehabilitation of 415.5 vertical feet of manholes and the installation of internal chimney seal.

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

Mayra Martinez
City Clerk



PROJECT MANUAL

2021 CIPP Sanitary Sewer Improvements

City of Storm Lake

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



Bolton-Menk.com

SECTION 00005 – CERTIFICATION

PROJECT MANUAL

for

2021 CIPP Sanitary Sewer Improvements

City of Storm Lake

	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. 23600 My renewal date is 12/31/2021 Pages or sheets covered by this seal: <u>All sheets</u> Date: <u>February 15, 2021</u>
---	---

SECTION 00010 - TABLE OF CONTENTS

2021 CIPP Sanitary Sewer Improvements City of Storm Lake

CONTRACT DOCUMENTS:

PROJECT MANUAL:

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

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APPENDICES

APPENDIX A: CDBG PROJECT CONSTRUCTION SIGN REQUIREMENT

APPENDIX B: Project Maps with the General Title: Sanitary Sewer Lining

APPENDIX C: Manhole Photos: [View Photos](#)

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

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

SECTION 00100 - NOTICE TO BIDDERS

2021 CIPP Sanitary Sewer Improvements City of Storm Lake

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair or improvement as stated below must be filed ONLINE ONLY via Quest CDN before 2:00 P.M. on March 3, 2021.

Time and Place Sealed Proposals Will be Opened and Considered. Proposals for the work described below will be received online only through QuestCDN.com until 2:00 PM on March 3, 2021 at which time the bids will be opened and publicly read online through Microsoft Teams. Please use the link or call-in number/Conference ID below to see and/or hear the bid opening results: Microsoft Teams Meeting Link: <https://bit.ly/2YyHbZx> Call: 612-428-8778, Conference ID:811 955 889#. The results will be reported to the City of Storm Lake at its meeting at 5:00 P.M. on March 15, 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 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, as it shall deem to be to 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. All work under the Contract must be substantially complete on or before July 16, 2021, and completed and made ready for final payment by July 30, 2021. 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 5 percent of the total amount of the bid. 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 \$25 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, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430. 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 # 7541925 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 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 includes the installation of approximately 12,174 linear feet of 8" CIPP lining, and miscellaneous tasks to ensure proper installation of the liner. The project also includes the rehabilitation of 415.5 vertical feet of manholes and the installation of internal chimney seal.

Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

Mayra Martinez, City Clerk

SECTION 00200 - INSTRUCTIONS TO BIDDERS

2021 CIPP Sanitary Sewer Improvements City of Storm Lake

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, hereinafter called the "Jurisdiction".
- 1.04 The bid bond must be submitted on the enclosed Bid Bond form (or form that is equivalent in terms, duration, and obligation). 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 For this project the City will only be accepting online electronic bids through QuestCDN. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. Prospective bidders must be on the planholders list through QuestCDN for bids to be accepted. A Bid shall be received no later than the date and time prescribed. Bids received after the date and time prescribed for the opening of bids, or not submitted in the designated manner, will not be accepted. It is the sole responsibility of the bidder to see that its proposal is received online only via Quest CDN prior to the time for opening bids along with the appropriate bid security.
- 2.02 The following documents shall be completed and uploaded to Quest CDN. The bid cannot be read if any of these documents are omitted from the Proposal.
 - 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 (Fill out on Quest CDN)
 - Part G – Identity of Bidder;
- 2.03 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.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

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

Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete and finally complete as stated in Section 00500 Contract. Liquidated Damages will be assessed as detailed in the stated 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 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 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 2-Years from and after acceptance of the work.
- 3.04 The City of Storm Lake, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that 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 of 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

2021 CIPP Sanitary Sewer Improvements City of Storm Lake

PROPOSAL: PART A – SCOPE

The City of Storm Lake, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Mayor, at the prices hereinafter provided in Part C of the Proposal, for the improvements on 2021 CIPP Sanitary Sewer Improvements

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

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

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

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

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

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Substantially complete and finally complete the work on or before as detailed in Section 00500 – Contract; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract for each 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.	CDBG REQUIREMENTS
2.	FEDERAL LABOR STANDARDS PROVISIONS

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.

2021 CIPP Sanitary Sewer Improvements
City of Storm Lake

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

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

LF = LINEAR FEET

EA = EACH

VF = VERTICAL FEET

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS		
2	TRAFFIC CONTROLL	1	LS		
3	8" CIPP (CURED-IN-PLACE-PIPE) LINING	12,174	LF		
4	REINSTATE LATERAL (ANY SIZE)	280	EA		
5	TRIM PROTRUDING TAP (IRON/NON-IRON)	20	EA		
6	LATERAL GROUTING	20	EA		
7	MANHOLE REHABILITATION	415.5	VF		
8	INTERNAL CHIMNEY SEALS	44	EA		
TOTAL:					

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

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SECTION 00420 - BID BOND

**2021 CIPP Sanitary Sewer Improvements
City of Storm Lake**

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and

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

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

2021 CIPP Sanitary Sewer Improvements

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

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

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

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

SURETY:

By

Surety Company

Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

By

Bidder

Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

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

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER

(The Low Bidder May Be Requested To Provide This Information After
The Bids Are Received But Prior To Issuing The Notice Of Award)

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: _____

Number of years as a Contractor in construction work of this type _____

Names and titles of all officers of Contractor's firm: _____

SUBMIT a list of five construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- CIPP Liner
- Manhole Rehabilitation
- Internal Chimney Seal

****END OF SECTION****

SECTION 00500 - CONTRACT

2021 CIPP Sanitary Sewer Improvements City of Storm Lake

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

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the 2021 CIPP Sanitary Sewer Improvements as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, IA 50588, Iowa. 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:

2021 CIPP Sanitary Sewer Improvements

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

- A. Completion Date
 1. All work under the Contract must be substantially complete on or before July 16, 2021.
 2. All work under the Contract must be completed and made ready for final payment on or before July 30, 2021.
- B. Liquidated Damage
 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of \$1350.00 (One Thousand Three Hundred Fifty) for each day the work remains incomplete.
 2. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner One-hundred thirty three dollars (\$133.00) for each day that expires after such time until the Work completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

- C. Maintenance Bond & Warranty
 - 1. Remedy any and all defects that may develop in or result from work to be performed under the Contract, within the 2-year period for utility work, and 4-year period for paving, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.
 - 2. For purposes of the maintenance bond, acceptance of work shall be interpreted as the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08 and the maintenance period shall commence on the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08, unless otherwise modified by the Specifications or Written Agreement.
- 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.

CDBG REQUIREMENTS
2021 CIPP Sanitary Sewer Improvements
City of Storm Lake

A. Executive Orders 11246 and 11375.

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

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

B. Title VI of the Civil Rights Act of 1964 and Iowa Civil Right Act of 1965.

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

C. Federal Executive Order 11063, as amended by Executive Order 12259 Equal Opportunity Housing

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

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

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

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian

organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

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

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

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

J. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
Pub. L 94-163, 89 Stat. 871

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

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

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

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

- 1) The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
- 2) The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- 3) The Contractor agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- 4) The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

L. All Contracts in Excess of \$2,000.

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

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

JURISDICTION: City of Storm Lake

CONTRACTOR:

By _____
Michael Porsch, Mayor

(Seal)
ATTEST:

Mayra Martinez, City Clerk

By _____
Contractor's Contact Name
Contractor's Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it 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 this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS		
2	TRAFFIC CONTROL	1	LS		
3	8" CIPP (CURED-IN-PLACE-PIPE) LINING	12174	LF		
4	REINSTATE LATERAL (ANY SIZE)	280	EA		
5	TRIM PROTRUDING TAP (IRON/NON-IRON)	20	EA		
6	LATERAL GROUTING	20	EA		
7	MANHOLE REHABILITATION	415.5	VF		
8	INTERNAL CHIMNEY SEALS	44	EA		
TOTAL:					

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SECTION 00501 - FEDERAL LABOR STANDARDS PROVISIONS

2021 CIPP SANITARY SEWER IMPROVEMENTS

CITY OF STORM LAKE

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 00502 – WAGE DECISION
2021 CIPP SANITARY SEWER IMPROVEMENTS
CITY OF STORM LAKE

"General Decision Number: IA20210028 01/01/2021

Superseded General Decision Number: IA20200028

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

EXCLUDES SCOTT COUNTY

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

SUIA2020-001 10/18/2017

Rates	Fringes
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Carpenter & Piledrivermen

ZONE 1.....	\$ 28.52	14.08
ZONE 2.....	\$ 26.73	14.08
ZONE 3.....	\$ 26.73	14.08
ZONE 4.....	\$ 26.25	11.50
ZONE 5**.....	\$ 25.15	9.90

CONCRETE FINISHER

ZONE 1.....	\$ 28.10	7.40
ZONE 2.....	\$ 28.10	7.40
ZONE 3.....	\$ 28.10	7.40
ZONE 4.....	\$ 25.45	6.40
ZONE 5.....	\$ 24.40	6.40

ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)

ZONE 1, 2, AND 3.....	\$ 25.05	6.80
ZONE 4.....	\$ 23.75	6.80
ZONE 5.....	\$ 21.60	6.80

IRONWORKER (SETTING OF STRUCTURAL STEEL)

ZONE 1.....	\$ 31.50	10.90
ZONE 2.....	\$ 29.41	10.90
ZONE 3.....	\$ 29.41	11.20
ZONE 4.....	\$ 27.35	9.90
ZONE 5**.....	\$ 25.50	9.45

LABORER

ZONE 1, 2 AND 3		
GROUP A.....	\$ 23.75	9.68
GROUP AA.....	\$ 26.13	9.68
GROUP B.....	\$ 21.90	9.68
GROUP C.....	\$ 18.82	9.68
ZONE 4		
GROUP A.....	\$ 21.27	9.08
GROUP B.....	\$ 19.95	9.08
GROUP C.....	\$ 17.07	9.08
ZONE 5		
GROUP A.....	\$ 21.77	7.63
GROUP B.....	\$ 19.27	7.63
GROUP C.....	\$ 18.42	7.63

POWER EQUIPMENT OPERATOR

ZONE 1		
GROUP A.....	\$ 32.55	14.90
GROUP B.....	\$ 31.00	14.90
GROUP C.....	\$ 28.50	14.90
GROUP D.....	\$ 28.50	14.90
ZONE 2		
GROUP A.....	\$ 31.85	14.90
GROUP B.....	\$ 30.25	14.90
GROUP C.....	\$ 27.70	14.90
GROUP D.....	\$ 27.70	14.90
ZONE 3		
GROUP A.....	\$ 29.70	24.65
GROUP B.....	\$ 27.90	24.65
GROUP C.....	\$ 26.90	24.65
GROUP D.....	\$ 26.90	24.65
ZONE 4		
GROUP A.....	\$ 31.05	12.50
GROUP B.....	\$ 29.91	12.50
GROUP C.....	\$ 27.83	12.50
GROUP D.....	\$ 27.83	12.50

ZONE 5		
GROUP A.....	\$ 28.02	10.70
GROUP B.....	\$ 26.98	10.70
GROUP C.....	\$ 25.25	10.70
GROUP D.....	\$ 24.25	10.70

TRUCK DRIVER (AND PAVEMENT
MARKING DRIVER/SWITCHPERSON)

ZONE 1.....	\$ 24.45	11.15
ZONE 2		
.....	\$ 24.45	11.15
ZONE 3.....	\$ 24.45	11.15
ZONE 4.....	\$ 24.45	6.95
ZONE 5		
.....	\$ 22.50	6.95

ZONE DEFINITIONS

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

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

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

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

ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; asbestos abatement worker} (Zones 1, 2 and 3).

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

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

feet deep; vibrators; walk behind trencher; walk behind paint strippers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engine; excavator (over 1 cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over 1 cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

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

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

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

** CARPENTERS AND PILEDRIVMEN, or IRONWORKERS (ZONE 5)

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

* ADDED CRAFT - SIGN ERECTOR

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION

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SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

2021 CIPP Sanitary Sewer Improvements
City of Storm Lake

KNOW ALL BY THESE PRESENTS:

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

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the 2021 CIPP Sanitary Sewer Improvements project in Storm Lake, IA 50588.

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 incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount

guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(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 _____, _____.

Surety Countersigned By:

PRINCIPAL:

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

Contractor

By:

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By:

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; 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.

SECTION 00800 - SPECIAL PROVISIONS

FOR

2021 CIPP Sanitary Sewer Improvements
City of Storm Lake

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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 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, acting through the 2021 CIPP Sanitary Sewer Improvements Project.
- 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, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430.

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.

NO CHANGES

4) WORK REQUIRED

- a) Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the 2021 CIPP Sanitary Sewer Improvements 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 insure 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, IA 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.

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 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.
- b) Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction.
- c) Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.
- d) 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) MATERIALS TESTS

- a) Material testing as specified for construction will be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Testing shall meet the requirements of the SUDAS Standard Specifications or as described within the Special Provisions.
- 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 certify that materials and equipment are manufactured in accordance with applicable specifications.

19) SOIL BORINGS

- a) NONE.

20) 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) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- c) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- d) The Contractor shall support and protect all utilities that are not moved.
- e) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- f) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate work schedules with the Engineer.
- g) 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.

- h) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

21) 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) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- d) 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.
- e) Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

22) TRAFFIC CONTROL

- a) The Contractor shall provide sufficient surveillance of the traffic control devices to ensure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:
 - The Engineer
 - The Owner
 - Local Law Enforcement Agencies
- b) The Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work or be subject to a \$ 100 per hour deduction from the time of notification for non-attention to project security and safety.
- c) The Contractor shall schedule the work to cooperate fully with business property owners and occupants abutting the project to minimize the time of restricted access to their property during the construction period.
- d) The 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 delivered to the business. The following items shall be included within the notice:
 - (1) The street name, location and proposed date of street closure.
 - (2) The estimated schedule for completion of work.
 - (3) The estimated date for reopening of the street.
 - (4) Procedure for garbage collection/recycling and postal service.
- e) The cost of maintaining vehicular and pedestrian traffic on temporary surfaced drives, walkways, including the eventual removal of the temporary surfacing material, shall be considered incidental to traffic control.
- f) In the event that any of the above right-of-way require traffic to be detoured around the construction zone, the Contractor shall prepare the detour route with the appropriate Agency representatives. The Contractor shall provide and maintain all signing and other traffic control required. The affected Agency shall be notified by the

Contractor before re-routing traffic. Dust control and road maintenance of the by-pass route shall be the Contractor's responsibility.

- g) 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.
- h) 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).
- i) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- j) Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- k) 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.

23) 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:

- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City of Storm Lake
- Coordination and cooperation with other Contractors
- Coordination and cooperation with other projects in the area
- Coordination and cooperation with utility companies
- Field testing
- Material testing
- Monitoring weather conditions
- Site cleanup/restoration
- Temporary safety closures

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

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

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

PROJECT TITLE: 2021 CIPP Sanitary Sewer Improvements
PROJECT DESCRIPTION: This project includes the installation of approximately 12,174 linear feet of 8" CIPP lining, and miscellaneous tasks to ensure proper installation of the liner. The project also includes the rehabilitation of 415.5 vertical feet of manholes and the installation of internal chimney seal.

OWNER'S NAME: City of Storm Lake

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 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

City of Storm Lake
Storm Lake, IA 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, ST Zip

Date:

Project Title: 2021 CIPP Sanitary Sewer
Improvements

Project Owner: City of Storm Lake

Project Location: Storm Lake, IA 50588

You are hereby notified to commence WORK in accordance with the Agreement awarded on _____, 2021. The Contract Time shall commence to run on Anticipated start date: _____, 2021. WORK shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

City of Storm Lake

Storm Lake, IA 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.: P11.122266

TO: _____

- ☐ UPS Dropdown Selection
- ☐ Fedex Ground
- ☐ Regular Mail
- ☐ Client Pick-up
- ☐ Hand Carry
- ☐ Fax
- ☐ Fax/Send

RE:

WE ARE ENCLOSING:

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

REMARKS:

CC: _____ By: _____

SECTION 02532 - CURED-IN-PLACE-PIPE (CIPP) - GRAVITY

PART 1 -- GENERAL

1.1 SUMMARY

- A. This section covers the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to the installation of a resin-impregnated flexible liner which is inserted into the original conduit by use of a hydrostatic head. Methods that are pulled in and inflated (rather than inverted) may be considered, providing the method meets the other provisions of this specification. When cured, the finished pipe (CIPP) shall be continuous and tight fitting.

1.2 METHOD OF MEASUREMENT AND PAYMENT

- A. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below.
 - 1. The contract unit price bid per LINEAR FOOT (LF) for CIPP shall be compensation in full for all equipment, materials, and labor required to complete the CIPP installation. Payment shall be based on the actual measurement of liner installed.
 - 2. The contract unit price bid per EACH (EA) for Lateral Reinstatement (any size) shall be compensation in full for all labor, materials, and equipment required to determine which are active, and complete the lateral reinstatements of all lateral lines conveying sewage in accordance with these specifications
 - 3. The contract unit price bid per EACH (EA) for Trimming Protruding Taps, for the appropriate type, shall be compensation in full for all labor, equipment and materials required to determine which taps are to be trimmed and subsequent trimming, regardless of tap diameter.
- B. 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. The costs shall be included in the unit price bid for the CIPP, as indicated. Such items of work include, but are not limited to:
 - 1. Coordination with City to coordinate access to the sanitary sewer systems.
 - 2. Securing and withdrawing from a water source.
 - 3. Furnishing, installing and maintaining traffic control devices where necessary not already provided for by bid items.
 - 4. Pre-installation and post-installation cleaning and televising.
 - 5. Removal and disposal of internal debris from the sewer mainline and services prior to installation.
 - 6. Bypass pumping unless otherwise specified and included in the bid form.
 - 7. Providing all required notifications of restricted sewer service periods to the Owner and residents affected by the work as well as coordination of resident relocations and reimbursements, if applicable.
 - 8. Installation of pipe pre-liners or grouting if required to install CIPP in areas of excess infiltration.
 - 9. Dye testing as required to determine active laterals (where needed).
 - 10. Installation of hydrophilic end seals at the ends of the liner in each manhole.
 - 11. Removal of liner in manholes if pulling/inverting through manholes (unless manhole is being abandoned).
 - 12. Excavation and restoration required to reinstate sewer services if the Contractor is unable to reinstate services via trenchless methods.

13. General project related restoration where not already provided by bid items.
14. Any required permits and incidental requirements.

1.3 SPECIFICATION REFERENCES

- A. This specification references below are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and the ASTM referenced sections, this specification will govern.
 1. ASTM F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastics (GRP) Cured-In-Place Pipe (CIPP)
 2. ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
 3. ASTM F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and inflate and Curing of a Resin-Impregnated Tube.
 4. ASTM F2561 – Standard Practice for Rehabilitation of a Sewer Service Lateral and its Connection to the Main Using a One-Piece Main and Lateral Cured-in-Place Liner.
 5. ASTM D543 Test Method for Resistance of Plastics to Chemical Reagents
 6. ASTM D578 Standard Specification Glass Fiber Strands
 7. ASTM D638 Standard Test Method for Tensile Properties of Plastics.
 8. ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
 9. ASTM D2122 Standard 1 Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
 10. ASTM D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
 11. ASTM D3567 Standard Practice for Determining Dimensions of “Fiberglass” (Glass-Fiber Reinforced Thermosetting Resin) Pipe and Fittings
 12. ASTM D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe
- B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

- A. Information Requested from the Low Bidder
 1. The Contractor shall submit, prior to the installation or use of any lining materials or equipment, certified test results from the manufacturers which indicate that all materials conform to the applicable requirements.
 2. A copy of the license or certificate verifying the manufacturer's or licensor's approval of the INSTALLER.
 3. Chemical resistance submittals --- The Contractor shall submit test results of the resin proposed that meet the chemical resistance requirements of ASTM F2019, Section 5.2.6. The chemical resistance tests will be completed in accordance with Test Method D543.
 4. CIPP Field Samples ---Field sampling procedure shall be in accordance with ASTM 2019 and in accordance with ASTM D5813.
 5. MSDS Sheets --- The Contractor shall submit Material Safety Data Sheets for all resins, and other additives such as accelerants, colorants, and lubricants utilized in the pipe liner/lining process.
 6. Manufacturer Protocols - The Contractor shall submit manufacturer information that describes the materials, curing speeds/schedule, curing installation processes, installation pressures, temperature limitations, and recommended post curing documentation.

7. Residential Informational Handout - The Contractor shall submit an informational hand out that describes the materials, processes, installation, pressures, temperature limitations, and odors associated with the lining process that shall be provided at the request of concerned residents.
 8. Liner pipe thickness design for each pipe segment. No liner will be approved for installation until liner thickness calculations have been submitted and reviewed for conformance with the specification.
 9. Proposed plan for temporary conveyance of sewer flows and bypass monitoring.
 10. Proposed construction schedule.
 11. Description of cure method(s) proposed by the Contractor.
- B. Televising Log
1. All televising and construction logs, or copies thereof, shall become the property of the Owner. This includes the videos made at the beginning of the project just prior to the installation of the liner.
 2. Televising logs shall be in provided in DVD format.
 3. Two copies of all DVD's shall be submitted.

PART 2 -- PRODUCTS

2.1 MATERIALS

- A. Liner - The liner material shall meet the requirements of ASTM F1216 and/or ASTM F2019.
- B. Resin - The resin system shall meet the requirements of ASTM F1216 and/or ASTM F2019. Neat resin shall be used for all lining of PVC pipes.
- C. Hydrophilic End Seals shall be LMK Insignia End Seal or approved substitution.

2.2 STRUCTURAL REQUIREMENTS

- A. The CIPP shall be designed as per ASTM F1216, Appendix X1. The CIPP design shall assume no bonding to the original pipe wall but a tight, intimate contact is required.
- B. The CIPP shall be designed using a Long Term Creep Retention Factor of fifty percent (50%) of the initial design flexural modulus as determine by ASTM D-790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.
- C. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers.
- D. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
- E. The CIPP shall conform to the following properties:

	Standard	Min Value	Enhanced Value	UV Value
Flexural Strength	ASTM - D790	4,500 psi	4,500 psi	6,500 psi
Modulus of Elasticity	ASTM - D790	250,000 psi	400,000 psi	725,000 psi

- F. The design parameters are:

Pipe diameter	8	Inches
Maximum depth from finished ground to invert	18.5	Feet
Minimum depth from finished ground to invert	2.5	Feet

Groundwater Depth	Equal to Soil Depth	Feet
Cover density (assumed)	120	Lbs/cf
Design Safety Factor (1.5 for pipes 36 inches and larger)	2.0	Value
Ovality	10%	Percent
Enhancement Factor (K)	7.0	Value
Poisson's Ratio	0.3	Value
Level of Deterioration	Fully Deteriorated	Value
Creep Retention Factor	50%	Value
Soil Modulus	1,000	PSI
Host Pipe Loading	H20 Highway	Value

- G. **The required structural CIPP wall thickness shall be based as a minimum, on the physical properties listed above and in accordance with the Design Equations in the appendix of ASTM F1216. The finished/cured liner thickness shall exceed minimum thickness requirements set forth by the equations in the appendix of ASTM F1216 in all situations.**
- H. **The contractor will bid/install a 6.0 mm nominal (prior to cure) liner on all 8" pipe installations. Finished thickness shall exceed 5.1 mm on all installations.**

2.3 TESTING REQUIREMENT

- A. Chemical Resistance - The Contractor shall certify that CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of liner and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.
- B. Hydraulic Capacity - The Contractor shall certify that the CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition. The roughness coefficient of the CIPP shall be verified by third party test data.
- C. CIPP Field Samples - When requested by the Owner, the Contractor shall submit test results from previous field installations in the USA of the same resin system and liner materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 2.3.D. have been achieved in previous field applications. Testing samples for this project shall be made and tested as described in Section 3.4.A.

PART 3 -- EXECUTION

3.1 GENERAL

- A. The Contractor shall contact the Owner to determine whether water is available on site. There will be NO fee for water used on project, however, the Contractor will be required to provide a backflow preventor when pulling water from a hydrant near the project site.
- B. It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work and provide rights of access to these points. If a street must be closed to traffic because of the orientation of the sewer, the Contractor shall furnish and install all necessary traffic control devices until the street is opened to traffic.
- C. Cleaning of Sewer Lines - The Contractor shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. The Contractor shall secure their own disposal site for all debris removed from the sewers.
- D. Bypassing Sewage - The Contractor shall provide for the flow of sewage around the section or sections of pipe designated for lining. The bypass shall be made by plugging the line at an existing upstream manhole

and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow.

- E. Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected.
- F. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the proper insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, offset joint, or a collapse that will prevent the inversion process, and it cannot be removed by conventional sewer cleaning equipment, the Contractor shall immediately notify the Owner. The Owner may choose to have the Contractor make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be considered as a separate pay item and will be negotiated once the work is better defined.
- G. The Contractor shall notify the Owner prior to initiating cleaning and flushing and shall coordinate his operations with the Owner.
- H. The Contractor shall determine the length and diameter of the pipe to be lined prior to fabrication of the liner. No additional compensation will be paid for measured diameters, which vary from measure indicated on the plans or bid form.
- I. The Contractor shall provide all necessary equipment, jigs, pipe pieces, sandbags, labor, etc. to install CIPP tube through the available access locations provided and shown on the plans. The Contractor shall also cut open, reinstate, and prepare the edges of cut surfaces in a clean and orderly fashion to reopen the pipe within manholes that have been lined through. No additional compensation shall be made for lined through manholes, and such items of work shall be considered incidental to the contract.

3.2 NOTIFICATION

- A. Notice required. At least seven (7) days before the start of lining, the Contractor shall provide notice, including the approximate schedule of lining, as described below.
 - 1. Written notice must be given to the adult residents of buildings, and to the owner or administrator of any property directly served by the sewer to be lined.
 - 2. The notice must be mailed or hand delivered to the owner or administrator of a child care building, school building, commercial business, and/or industry.
 - 3. The notice may be put on or under the door of each residence, one notice for each single-family building and one notice for each unit of a multi-unit building.
- B. Contents of notice to residents, administrator and Owner. The notice shall specify the days and the hours during which sewer service will be restricted.
- C. Reminder Notice: A written, or verbal reminder notice shall be delivered at least 24 hours prior to the actual work.

3.3 CONSTRUCTION REQUIREMENTS

- A. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F2019, Section 6.4 with the following additional requirements:
 - 1. Resin Impregnation - The quantity of resin used for liner impregnation shall be sufficient to fill the volume of air voids in the liner with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. A roller system shall be used to uniformly distribute the resin throughout the liner.
 - 2. Liner insertion shall be performed in accordance with manufacturer's recommendations and in such a way to fully extend the liner to its termination point, hold the liner tight against the pipe wall, and

produce dimples at service connections and flared ends at maintenance holes. Lubricants may be used as necessary. Care shall be taken so as not to overstress the felt fiber.

3. Unless otherwise indicated in the plans or authorized in writing by the Engineer, steam curing, water curing, and UV curing shall all be considered as an acceptable cure method for this project.

(a) Steam Cure

- (1) After inversion is completed, suitable steam-generating equipment is required to distribute steam throughout the pipe.
- (2) The equipment should be capable of delivering steam throughout the section to uniformly raise the temperature within the pipe above the temperature required to effect a cure of the resin.
- (3) The temperature and pressure maintained in the pipe and the duration of the cure period shall be as recommended by the manufacturer.
- (4) The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).
- (5) Cooling:
 1. The new pipe should be cooled to a temperature below 113 degrees Fahrenheit before relieving the internal pressure within the section.
 2. Cool-down may be accomplished by the introduction of cool water into the section to replace the mixture of air and steam being drained from a small hole made in the downstream end.
 3. Care shall be taken in the release of head so that a vacuum will not be developed that could damage the newly installed pipe.

(b) Circulated Heated Water Cure

- (1) After inversion is completed, suitable heat source and water recirculation equipment are required to circulate heated water throughout the pipe.
- (2) The equipment should be capable of delivering hot water throughout the section to uniformly raise the water temperature above the temperature required to effect a cure of the resin.
- (3) The heat source should be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge should be placed between the impregnated tube and the pipe invert at the termination to determine the temperatures during cure.
- (4) The temperature and pressure maintained in the pipe and the duration of the cure period shall be as recommended by the manufacturer.
- (5) The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).
- (6) Cooling:
 1. The new pipe should be cooled to a temperature below 100 degrees Fahrenheit before relieving the static head in the inversion stand pipe.
 2. Cool-down may be accomplished by the introduction of cool water into the inversion stand pipe water to replace hot water being drained from a small hole made in the down-stream end.
 3. Care shall be taken in the release of head so that a vacuum will not be developed that could damage the newly installed pipe.

(c) UV Cure – Follow ASTM F2019, Section 6.6 & 6.7

- (1) The approved system must utilize an outer and inner film to ensure that the liner remains intact during the insertion process and to protect the resin at all times during the installation and curing process from water and debris contamination and resin migration.
- (2) A winch should be used to pull the glass fiber liner into position in the pipe. The pulling speed shall not exceed 15ft/min. The liner shall have a lateral fiberglass reinforcement band which runs the entire length of the liner ensuring that the pulling force is transferred to the band and not the fiberglass liner. Once inserted, end plugs shall be used to cap each end of the glass fiber liner to prepare for pressurizing the liner. As with all CIPP products liner restraints should be used in manholes.
- (3) A slip sheet shall be installed on the bottom one third to one half of the pipe prior to liner insertion, for the purpose of protecting the liner during insertion and reduce the drag, or as recommended by the liner manufacture.
- (4) The glass fiber liner shall be cured with UV light sources at a constant inner pressure. When inserting the curing equipment in the liner, care should be taken to not damage the inner film material.
- (5) The UV light sources should be assembled according to the manufacture's specification for the liner diameter. For the liner to achieve the required water tightness and specified mechanical properties, the following parameters must be controlled during the entire curing process, giving the Engineer a record of the curing parameters over every segment of the entire length of the liner. This demonstrates that the liner is cured properly. The recording will include:
 1. Curing Speed
 2. Light Source and Wattage
 3. Inner Air Pressure
 4. Curing Temperatures
 5. Date and Time
 6. Length of Liner

This will be accomplished using a computer and data base that are tamper proof. During the curing process, infrared sensors will be used to record curing data that will be submitted to the Engineer with a post CCTV inspection on the portable hard drive.

- (6) The optimal curing speed, or travel speed of the energized UV light sources, is determined for each length of liner based on internal diameter, liner thickness, and exothermic reaction temperatures.
 - (7) The inner film material should be removed and discarded after curing to provide optimal quality of the final product.
- B. The liner pipe shall be continuous, without joints over the entire length of the pipe. The liner shall be free of all visual and material defects, including but not limited to foreign inclusions, dry spots, pinholes, and delaminations. The surface shall be smooth and free of waviness throughout the pipe.
 - C. Any defects that will affect the structural integrity or hydraulic capacity of the reconstructed pipe shall be repaired or the liner shall be replaced at the Contractor's expense, including large radial or longitudinal wrinkles that occur in such a size as to reduce the thickness or nominal diameter of the finished CIPP product.
 - D. Hydrophilic end seals are required to seal the ends of each CIPP liner as it connects to the manhole. These seals will be installed prior to CIPP to prevent water tracking between the CIPP product and the existing host pipe.

3.4 REINSTATEMENT OF SEWER SERVICE LATERALS

- A. The Contractor shall certify possession of a minimum of two complete working cutter units plus spare key components on the site before each inversion.
- B. Prior to installing the sewer liner (during the television process), the Contractor shall locate, dye-test and record the location of all sewer lateral connections that are in question. The Contractor shall immediately submit this information to the Owner. The Owner will then determine which, if any, sewer services are to be abandoned. Those services designated to be abandoned will not be reinstated.
- C. After the sewer lining is complete, the Contractor shall re-establish all service connections except those designated by the Owner to be abandoned. This shall be done without excavation from the interior of the pipe by means of a television camera and a remotely controlled cutting device.
 - 1. If the Contractor is unable to re-establish the service connection from inside the pipe and excavation is necessary, no additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.
 - 2. Reestablished service connections shall be clean and smooth, free of jagged edges and conform as closely as possible to the dimension of the existing service.
 - 3. Brush style cutters or similar device will be required to ensure that the laterals are smooth for potential CIPP lateral lining.
- D. The sewer main shall be lined prior to lining service laterals, unless approved otherwise by the Engineer.

3.5 INSPECTION

- A. CIPP samples shall be prepared and tested in accordance with ASTM F1216, Section 8.1 using either method proposed.
- B. Leakage testing of the CIPP shall be accomplished during cure while under a positive head. CIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid (e.g., a removable bladder) must be tested by an alternative method approved by the Owner.
- C. Visual observation of the CIPP shall be in accordance with ASTM F1216, Section 8.4.

3.6 CLEAN-UP

- A. Upon acceptance of the installation work and testing, the Contractor shall clean-up the project area affected by the operations.

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

SECTION 02537 - MANHOLE & CATCH BASIN REHABILITATION

PART 1 -- GENERAL

1.1 SUMMARY

- A. This section covers additional requirements to the City specification section for Cementitious Manhole Lining (Table of Contents Code CML) for the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary to rehabilitate a manhole or catch basin as indicated on the drawings or as specified herein.
- B. The manholes to be rehabilitated are illustrated in the plans. The type of rehabilitation needed will be itemized in the schedule attached to the plans.

1.2 METHOD AND MEASUREMENT OF PAYMENT

- A. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:
 - 1. Payment for MANHOLE REHABILITATION shall be paid per Vertical Foot (VF) measured from the top of the bench to the casting and/or start of adjustment rings and shall include cost fully rehabilitating the sanitary sewer manhole with an approved product. This also includes any manhole preparation work that is required to satisfactory rehabilitate the structure.
 - 2. Payment for INTERNAL CHIMNEY SEAL shall be paid for per Each (EA) and shall include the cost to install an internal chimney seal needed to effectively eliminate infiltration to the chimney portion of the manhole structure. The material used to line the structure shall stop at the base of the frame. Lining material shall not be coated over the cast-iron frame itself.

1.3 SPECIFICATION REFERENCE

- A. SUDAS Specifications Division 6 Section 6020 shall apply to catch basin and manhole rehabilitation, except as modified herein.
- B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

PART 2 -- PRODUCT

2.1 APPROVED PRODUCTS:

- A. The required MANHOLE REHABILITATION Product shall be Quadex Geokrete Geopolymer or Engineer approved equal.
 - 1. The Geopolymer product must exceed the following properties:
 - (a) Minimum Compressive Strength @ 28 Days: 8,000 psi
 - (b) Minimum Split Tensile Strength @ 28 Days: 900 psi
 - (c) Minimum Flexural Strength @ 28 Days: 800 psi
 - (d) Shrinkage @ 28 Days: 0.02% max
 - (e) Minimum Bond @ 28 Days: 3,000 psi

- (f) Freeze/Thaw: No visible damage after 300 cycles
 - (g) Chemical Resistance: 0% Max mass loss in 12-week sulfuric acid immersion.
- B. The required INTERNAL CHIMNEY SEAL Product shall be Flex-Seal manufactured by Sealing Systems Inc or Engineer approved equal.
 - 1. The Internal Chimney Seal must have or exceed the following properties:
 - (a) Minimum applied thickness 150 mils thick.
 - (b) Minimum elongation of 800%.
 - (c) Minimum hardness (durometer) of 75.
 - (d) Minimum Tensile-Strength of 1,150 psi.
 - (e) Minimum Adhesion Strength of 175 lb. l/in.

PART 3 -- EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. General

- 1. The Contractor, approved and trained by the manufacturer shall furnish all labor, equipment and materials for supplying a cementitious/Quadex mix with machinery specially designed for the application. The following work requirements shall be considered incidental to the "MANHOLE REHABILITATION" bid item. All aspects of the installation shall be in accordance with the manufacturer's recommendations and with the following specifications which include:
 - (a) The elimination of active infiltration prior to making the application.
 - (b) The removal of any loose and unsound material and cleaning of the interior of the manhole with high pressure water (minimum 3500 psi). Wire brushing and/or sand blasting may be required.
 - (c) Patching of manhole walls or sewer structures if needed, shall be required in areas where large voids exist, such as mortar missing between bricks, around step frames, pipes and spalled concrete. All loose or cracked and corroded material shall be removed from the area to be patched, exposing a sound substrate. Patching material shall be allowed to cure before applying waterproof coating.
 - (d) The repair and sealing of the invert and benches.
 - (e) The application of a cementitious/Quadex mix to restore a structural/structurally enhanced manhole.
- 2. The clear opening at the top of the cone shall not be less than 26-inches.
- 3. Remove all manhole steps prior to installation of rehabilitation product.
- 4. **The minimum applied thickness of the cementitious rehab product shall be no less than 1-inch in all areas.**
- 5. INTERNAL CHIMNEY SEAL Product shall be applied AFTER any Cementitious Rehab product is applied to the manhole structure walls.

B. Temporary Service Measures

1. It will be necessary to maintain service during the construction period. Before proceeding with the project, the Contractor shall establish a work plan and submit the plan to the City Staff and Engineer for review and comment. The plan shall outline the method to be used to maintain service to the affected consumers. Failure to maintain sewer service could result in direct damage claims as well as consequential damage claims against the Contractor. The Contractor is the sole party responsible to notify the City and consumers who may be affected by the interruption of service.
2. If needed, the Contractor shall furnish, install and maintain equipment to bypass and control the sewage (sanitary and storm sewer) flow around the construction zone. Failure to operate and maintain the bypass equipment could result indirect damage claims as well as consequential damage claims to the Contractor.

C. Preparation work

1. If flow is maintained through the manhole during the construction period, place covers over the invert to prevent extraneous material from entering the sewer. If excessive quantities of debris enter the sewer, it shall be the responsibility of the Contractor to clean the sewer at its own expense.
2. All foreign material shall be removed from the manhole wall and bench using a high-pressure water spray (minimum 1200 psi) or sand blasting. Loose and protruding brick, mortar, and concrete shall be removed using a mason's hammer and chisel and/or scraper. Fill any large voids with quick setting patching mix. The surface to be repaired must be clean and free of any loose materials with walls totally saturated with water.

D. Construction Work

1. Infiltration Repair and Grouting
 - (a) Infiltration sealing shall be performed during high ground water conditions to ensure that all leakage is identified, if possible. Some leaks may require weep holes to localize the infiltration during the application after which the weep holes shall be plugged with the quick setting infiltration control mix prior to the final surface application
 - (b) Minor leaks shall be stopped using quick setting specially formulated infiltration control mixes and shall be mixed and applied per manufacturer's recommendations.
 - (c) If chemical grouting is to be used, holes shall be carefully drilled from within the structure and shall extend completely through the wall. The grout shall be pumped through the manhole wall until no more movement of grout is evident in either the drilled holes or the locations of leaks. The process shall be repeated until the structure is completely sealed. All manufacturer's recommendations shall be followed including pot life of the grout and insertion pressure.
2. Invert Repair
 - (a) After all preparation has been completed, removed all loose material and wash the wall again.
 - (b) Any bench, invert, or service line repairs shall be made at this time using the quick setting patching mix and shall be used per manufacturer's recommendations.
 - (c) Invert repair shall be performed on all inverts with visible damage or infiltration. After blocking flow through the manhole, and thoroughly cleaning invert, the quick setting patch mix shall be applied to the invert in an expeditious manner. The mix shall be

troweled uniformly onto the damaged invert extending out onto the base of the manhole sufficiently to tie into the walls. The finished invert surfaces shall be smooth and free of ridges. The flow may be re-established in the manhole within 30 minutes after placement of the mix.

- (d) The invert shall be channeled to a depth equal to the diameter of the downstream pipe in a manner to maintain velocity and direct the flow from the upstream pipes to the downstream.

3. Bench Repair

- (a) The bench shall be graded with a gradual slope of no less than 1/2-inch toward the invert. The wall bench intersection shall be rounded to a uniform radius the full circumference of the intersection.

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

SECTION 02997 - SANITARY SEWER TELEVISION, CLEANING AND INSPECTION

PART 1 -- GENERAL

1.1 SUMMARY

- A. Section includes sanitary sewer cleaning, televising and inspection of pipe, fittings, and miscellaneous appurtenances.

1.2 METHOD OF MEASUREMENT AND PAYMENT

- A. Payment for all labor, equipment, materials, and supplies necessary to complete the work specified in this section shall be incidental to the unit price bid by linear foot (LF) for CIPP.
- B. The furnishing and installing of specific items and/or the performance of work under certain circumstances will not be individually paid in the absence of a specific bid item for the work. All costs will be included in the unit price for CIPP. Such items of work include but are not limited to:
 - 1. Bypass pumping (as needed)
 - 2. Notices to the impacted property owners
 - 3. Traffic control
 - 4. Disposal fees
 - 5. Removal of roots and debris
 - 6. Any heavy cleaning processes or equipment needed to remove pipe deposits

1.3 SUBMITTALS

- A. All submittals are to be provided in digital format via email, USB Flash Drive, or other method approved by the Engineer.
- B. A sanitary sewer bypass pumping plan and traffic control plan shall be submitted to the Engineer for review a minimum 5 working days prior to beginning of work.
- C. The Contractor shall provide submittals within 10 working days of completion of the televising.
- D. Acceptable File Formats
 - 1. Video: MP4 or WAV with both audio and video
 - 2. Reports: Searchable PDF
 - 3. Images: JPG
- E. File Naming
 - 1. The Contractor will be provided with a map showing manhole and pipe identification numbers.
 - 2. All files shall be named with a number matching the pipe identification number.
- F. A summary report shall be provided with the submittals. The summary shall include a table showing the following information:
 - 1. Owner's pipe identification number.
 - 2. Date of televising.
 - 3. Starting manhole number.
 - 4. Ending manhole number.
 - 5. File names for video, report, and images associated with each section of pipe

PART 2 -- PRODUCTS

2.1 NOT USED.

PART 3 -- EXECUTION

3.1 NOTIFICATIONS TO PROPERTY OWNERS

A. The Owner shall coordinate and distribute any required public notices.

3.2 EXAMINATION

A. Commence televising only when pipe and structures are clean and free of dirt or other foreign matter.

3.3 SANITARY SEWER TELEVISION

A. General

1. Televising will be performed on all gravity/pressure utility lines that are planned for rehabilitation and shown in the plans and specifications.
2. Televising is required both prior to liner installation and again after the CIPP process has been completed.
3. Televising shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections.
4. All televising video shall be in color. Each individual reach of pipe between manholes shall be identified as a chapter on the video or a separate file.
5. Post-lining televising shall carefully inspect the interior of the pipeline to identify any conditions which may indicate improper installation.
6. A USB Flash Drive and suitable log shall be kept of all televising and submitted to the owner.
7. Camera – The camera will be a self-propelled unit providing color video with the ability to tilt up and down and pan left to right. The camera lens will be capable of turning and looking up each wye or service tap to a minimum distance of the first fitting of the service pipe. The camera is to provide color video and still photographs of any defect.
8. Rate – The televising will be conducted at a rate not to exceed 30.0-feet per minute.

B. Line Requirements

1. All lines will be jetted and vacuumed so that all debris has been removed prior to televising.
2. A small quantity of water is to be introduced into the line prior to televising. Amount will be determined by the Engineer and coordinated with the Owner's Water and Sewer Department. The amount of water will be sufficient enough to distinguish any sags or alignment problems with the pipe.
3. Each run will consist of a starting and ending MH-#, line size, and a zero reading on the counter at center of the starting manhole.
4. Each service wye will be examined using the pan and tilt feature.
5. The video camera operator will type into the video:
 - (a) The station (distance)
 - (b) Wye location on either the top, left, or right side of the pipe
 - (c) Any visible defects that are apparent while televising the sewer lines. Examples of defects include offset joints, leaking joints, sags, cracked pipe, etc.

C. Manhole Requirements

1. Examine upstream and down doghouses for water tightness.
2. Examine all joints to confirm watertight quality of gaskets and seals.
3. While at the bottom of the manhole, the camera will examine for infiltration as close to the manhole rim as feasible and around the entire manhole circumference.
4. Examine vertical outside drops.

D. Report Requirements

1. A technician will observe the monitoring apparatus at all times during the televising and record the data per NASSCO standards.
2. Note locations, length and depth of any sag in the pipe (indicate any depths greater than ½-inch).
3. Note locations, length and depth of any areas of dirt or debris in the pipe (indicate any depths greater than ½-inch).
4. Note all defective or substandard areas identified during the inspection.
5. Record distance from center of manhole to center of manhole.
6. Note each change in pipe material, including station.
7. Note each wye or service tap location with station and orientation (Example: wye right, 3 o'clock).
8. Note direction of flow using cardinal/ordinal directions.
9. Include color photos/images of defects in the written report.

E. Review

1. All television reports and videos will be reviewed after the submittal is received.

3.4 SANITARY SEWER CLEANING

A. Cleaning Equipment

1. Hydraulically propelled equipment.
 - (a) Equipment will be of a movable dam type and be constructed in such a way that a portion of the dam may be collapse at any time during the cleaning operations to protect against flooding of the sewer.
 - (b) The movable dam will be equal in diameter to the pipe being cleaned and will provide a flexible scraper around the outer periphery to insure removal of grease.
 - (c) If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property will be taken.
2. High-Velocity Jet (Hydro cleaning) Equipment.
 - (a) All high-velocity sewer cleaning equipment will be constructed for ease and safety of operation.
 - (b) The equipment will have a selection of 2 or more high-velocity nozzles.
 - (c) The nozzles will be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned.
 - (d) Equipment will include a high-velocity gun for washing and scouring manhole walls and floor.
 - (e) The gun will be capable of producing flows from a fin spray to a solid stream.
 - (f) The equipment will carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel.

3. Mechanically Powered Equipment.
 - (a) Bucket machines will be in pairs with sufficient power to perform the work in an efficient manner.
 - (b) Machines will be belt operated or have an overload device.
 - (c) Machines with direct drive that could cause damage to the pipe are not permitted.
 - (d) A power rodding machine will be either a sectional or continuous rod type capable of holding a minimum of 750.0-feet of rod.
 - (e) The rod will be specifically heat-treated steel.
 - (f) The machine will be fully enclosed and have an automatic safety clutch or relief valve.
- B. Cleaning Precautions
 1. During sewer cleaning operations, satisfactory precautions will be taken in the use of cleaning equipment.
 2. When hydraulically propelled cleaning tools or tools which retard the flow in the sewer lines are used, precautions will be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. Contractor will be fully responsible for any property damage caused by the cleaning operations.
 3. When possible, the flow of sewage will be utilized to provide the necessary pressure for hydraulic cleaning devised.
 4. When additional water from fire hydrants is necessary to avoid a delay in normal work procedures, the water will be conserved and not used unnecessarily.
 5. No fire hydrant will be obstructed in case of a fire in the area served by the hydrant.
- C. Sewer Cleaning
 1. The cleaning of the sewer lines will begin upstream and work downstream.
 2. The sewer manhole sections will be cleaned using hydraulically propelled, high-velocity jet or mechanically powered equipment. Selection of the equipment will be based on the conditions of lines at the time the work commences.
 3. The equipment will be capable of removing dirt, grease, rocks, sand and other materials and obstructions from the sewer lines and manholes.
 4. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment will be set up on the other manhole and cleaning will be attempted again.
 5. There shall be no additional compensation for cleaning processes that require heavy cleaning or additional cleaning equipment to remove deposits from the pipeline.
 6. If successful cleaning from both manholes cannot be completed, Contractor will contact the Engineer.
- D. Root Removal
 1. Roots will be removed completely where root intrusion is a problem.
 2. Any roots which could inhibit the proposed construction will be removed.
 3. There will be no additional compensation for removing roots as part of this cleaning and televising process.
- E. Material Removal
 1. All sludge, dirt, sand, rocks, grease and other solids or semisolid material resulting from cleaning operations will be removed at the downstream manhole of the section being cleaned.
 2. Passing material from manhole section to manhole section, which could cause line stoppages, accumulation of sand in wet wells, or damage to pumping equipment, will not be permitted.

F. Disposal of Material

1. All solids or semisolids resulting from the cleaning operations will be removed from the site and disposed of at a site secured by Contractor.
2. All materials will be removed from the site no less often than at the end of each workday. Under no circumstances will Contractor be allowed to accumulate debris on the site of work.

G. Final Acceptance

1. Acceptance of sewer line cleaning will be made up on successful completion of the television inspection and will be to the satisfaction of the Owner.
2. If television inspection shows the cleaning to be unsatisfactory, resulting in debris being left inside or attached to the pipeline, the Contractor will be required to re-clean and re-televise the sewer line until cleaning is shown to be satisfactory and all deposits are removed from the pipeline.

3.5 SEWER FLOW CONTROL

A. When sewer line depth of flow at the upstream manhole of the manhole section being worked in is above the maximum allowable for television inspection, the flow will be reduced to the level shown below by operation of pump stations, plugging or blocking of the flow or by pumping and bypassing of the flow as specified.

B. Plugging or Blocking

1. Perform bypass pumping as needed to complete the work.
2. A sewer line plug will be inserted into the line upstream of the section being worked.
3. The plug will be designed so that all or any portion of the sewage can be released in accordance with Engineer approved criteria.
4. During television inspection, flow will be reduced within the specified limits.
5. After the work has been completed, flow will be restored.

C. Pumping and Bypassing

1. When pumping and bypassing is required, Contractor will supply the pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is being performed.
2. The bypass pump system will be of sufficient capacity to handle existing peak flow.
3. Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypass pumping system. If pumping is required on a 24-hour basis, engines will be equipped in a manor to reduce noise to a minimum.

D. Flow Control Precautions

1. When flow in a sewer line is plugged, blocked or bypasses, sufficient precautions must be taken to protect the sewer lines from damage that might result from surcharging.
2. Precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property be served by the sewers involved.

END OF SECTION

SECTION 03247 - SEWER AND PIPE JOINT SEALING

PART 1 -- GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sewer lateral connection sealing with packer method.

B. Related Sections:

1. Section 02532 – Cured-In-Place Pipe (CIPP) Gravity
2. Section 02537 – Manhole Rehabilitation
3. Section 02997 – Sanitary Sewer Televising, Cleaning, and Inspection

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Measurement and Payment:

1. A Bid Item has been provided for Sewer Pipe Lateral Grouting. This Bid Item is for sealing the sanitary sewer lateral connections to eliminate infiltration occurring at a service connection. The lateral shall be plugged prior to the installation of the CIPP liner and grouted at the connection after the service has been reinstated. The grout required to seal the annular space between the liner and the host pipe at lateral connections shall be considered incidental to the Service Connection Bid Item. Measurement will be paid per EACH (EA). Payment will constitute full compensation for all work (including testing) and costs to provide adequate infiltration prevention at the service connection. The sanitary sewer service lateral should be grouted at least 24.0-inches up the service lateral.
2. The Owner reserves the right to increase or decrease quantities at their sole discretion. No adjustments to unit prices bid will be allowed for increased or decreased quantities in this section of the specifications.
3. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.3 REFERENCES

A. American Society of Testing and Materials (ASTM)

1. C230 – Standard Specification for Flow Table for Use in Tests of Hydraulic Cement.
2. C1107 – Standard Specification for Packaged Dry, Hydraulic Cement Grout (Nonshrink).
3. C1116 – Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
4. F2304-03 – Standard Practice for Rehabilitation of Sewers Using Chemical Grouting.
5. F2414-04 – Standard Practice for Sealing Sewer Manholes Using Chemical Grouting.
6. F2454-05 – Standard Practice for Sealing Lateral Connections and lines from the Mainline Sewer System by Lateral Packer Method, Using Chemical Grouting.

B. Infiltration Control Grouting Association (ICGA)

1. Suggested Standard Specifications for Pressure Testing and Grouting Sewer Pipe Joints, Laterals and Lateral Connections Using the Packer Method with Solution Grouts.

1.4 SUBMITTALS

A. Submit the following items prior to the start of construction unless otherwise noted:

1. Product data for grout materials.
 - (a) Description of chemical grout materials.

- (b) Description of proposed additives.
 - (c) Manufacturer's recommendations for materials (storage, mixing, etc.)
 - (d) MSDS sheets for all materials to be used.
- 2. Placement methods for grout.
- 3. Proposed grouting equipment.
- 4. Work sequencing schedule.
- 5. Manufacturer's Certificate of Compliance.
- 6. Manufacturer's Certificate of Proper Installation.
- 7. Post Grouting Report for each segment shall include:
 - (a) Sewer pipe segment description (MH to MH).
 - (b) Distance from referenced manhole.
 - (c) Volume of grout material used at each joint or connection.
 - (d) Test pressure used and duration of each test.

1.5 QUALITY ASSURANCE

A. Sewer Joint Lateral Testing – Post Sealing.

- 1. After the joint has been sealed, the packer shall be deflated so that the void pressure meter reads zero.
- 2. The packer is to be moved a minimum of one packer length in either direction, repositioned over the joint, inflated, and retested at a pressure equal to the initial test pressure. Test pressure shall be equal to 0.5 psi per vertical foot of pipe depth, plus 2 psi; however, test pressure shall not exceed 10 psi.
- 3. Any joint that fails to meet the specified test criteria shall be resealed and retested until the requirements are satisfied. A failed test shows a joint or lateral connection that shows more than 1.0 psi pressure drop over a 30 second pressure test.
 - (a) No additional compensation will be made for additional testing.

PART 2 -- PRODUCTS

2.1 EQUIPMENT

- A. Closed Circuit Television System (CCTV).
- B. Chemical sealant container.
- C. Pumps, sealant, regulators, valves, hoses.
 - 1. System shall be sized to deliver a mixed volume of grout at a minimum of 3 gpm and 30 gallons of uninterrupted flow within 10 minutes.
- D. Joint Sealing Packers.
 - 1. Packer shall be cylindrical with a hollow, tubular, flow through design.

2.2 GROUT

- A. While being injected, the grout must be able to react/perform in the presence of water (groundwater).
- B. The ability to increase grout mix viscosity, density and gel strength by increased concentration of constituents or the use of approved additives.
- C. Grout shall have a controllable cure time from 55 seconds at 50 degrees Fahrenheit to 30 seconds at 85 degrees Fahrenheit when reacted with water only.

- D. Cure time shall range from 25 seconds at 50 degrees Fahrenheit to 15 seconds at 100 degrees Fahrenheit when an accelerator is used.
- E. Liquid pre-polymer shall contain solid material constituting 49 to 55 percent of its weight.
- F. The cured grout must withstand submergence in water without degradation.
- G. The resultant grout formation must be homogeneous and prevent the passage of water (infiltration) through the pipe joint.
- H. The cured grout must be chemically stable and resistant to organics found in sewage.
- I. Handle, mix, and store grout in accordance with the manufacturer's recommendations.
 - 1. Material shall be delivered to the site in unopened containers supplied by the manufacturer.
- J. Manufacturers and Products:
 - 1. Avanti AV-100, Avanti AV-118 or approved equal.
 - 2. DeNeef AC-400, DeNeef Gelacryl SR, Avanti AV-160 or approved equal.

2.3 ADDITIVES

- A. Additives may be used at the Contractor's discretion within the manufacturer's recommended quantities.
- B. Strength
 - 1. For joint grouting, a latex or "diatomaceous earth" additive may be added to increase compressive and tensile strength. The quantity of strengthening agent additive shall be as recommended by the manufacturer.
 - 2. Product Manufacturer
 - (a) Avanti AV-257 Icoset, DeNeef Reinforcing Agent or approved equal.
- C. Root Inhibitor
 - 1. When roots are present, a root deterrent chemical shall be added to control root re-growth. The quantity shall be recommended by the manufacturer and approved by the Engineer.
 - 2. Product Manufacturer
 - (a) Avanti AC-50W or approved equal.
- D. Dye
 - 1. A water-soluble dye without trace metals may be added to the grout tank for visual confirmation.
- E. Gel Time Modifier
 - 1. A gel time extending agent may be used in accordance with the manufacturer's recommendations.

PART 3 -- EXECUTION

3.1 GROUTING

- A. Mix, place and cure grout in accordance with the grout manufacturer's recommendations and as specified herein.
- B. Pipe Joints and Lateral Connections showing visible leakage during the initial CCTV shall be sealed.
 - 1. Sealing shall be accomplished by forcing chemical sealing material into or through the joints by a system of pumps, hoses, and sealing packers.
 - 2. The grout must be injected beyond the joint interface into the soil surrounding the joint.
 - 3. If a mainline or lateral joint requires more than 0.5 gallon of grout per inch-diameter of pipe, modify grouting procedure to perform stage grouting.

- (a) Pump additional grout in up to 4-gallon increments.
 - (b) Wait the greater of 1 gel set cycle time or 1 full minute between stages.
 - (c) Maximum number of stages shall not exceed 2 stages of 4 gallons each unless approved by the Engineer.
4. Remove excess grout from pipe and laterals.
- (a) Excess grout shall be defined as a thickness of grout that given its location, size and geometry, could cause a blockage.
 - (b) Flush or push forward to the next downstream manhole, remove from the sewer system, and properly dispose of excess grout.
 - (c) Penetrations and/or joints within manholes showing visible leakage shall be sealed.
 - (1) Sealing shall be accomplished by forcing chemical sealing materials into or through the manhole wall by a system of pumps and hoses surrounding the penetration and/or joint location.
 - (2) The grout must be injected into the soil surrounding the joint.

3.2 FIELD QUALITY CONTROL

A. Flow Control

- 1. The Contractor is responsible for wastewater diversion in accordance with applicable spec sections.

B. Grout Application

- 1. Jetting or driving pipes from the surface is prohibited.
- 2. Uncovering the pipe by excavation is prohibited.
- 3. Sewer lines shall be cleaned immediately prior to testing/sealing as required to remove solids and allow for proper seating of the packer.

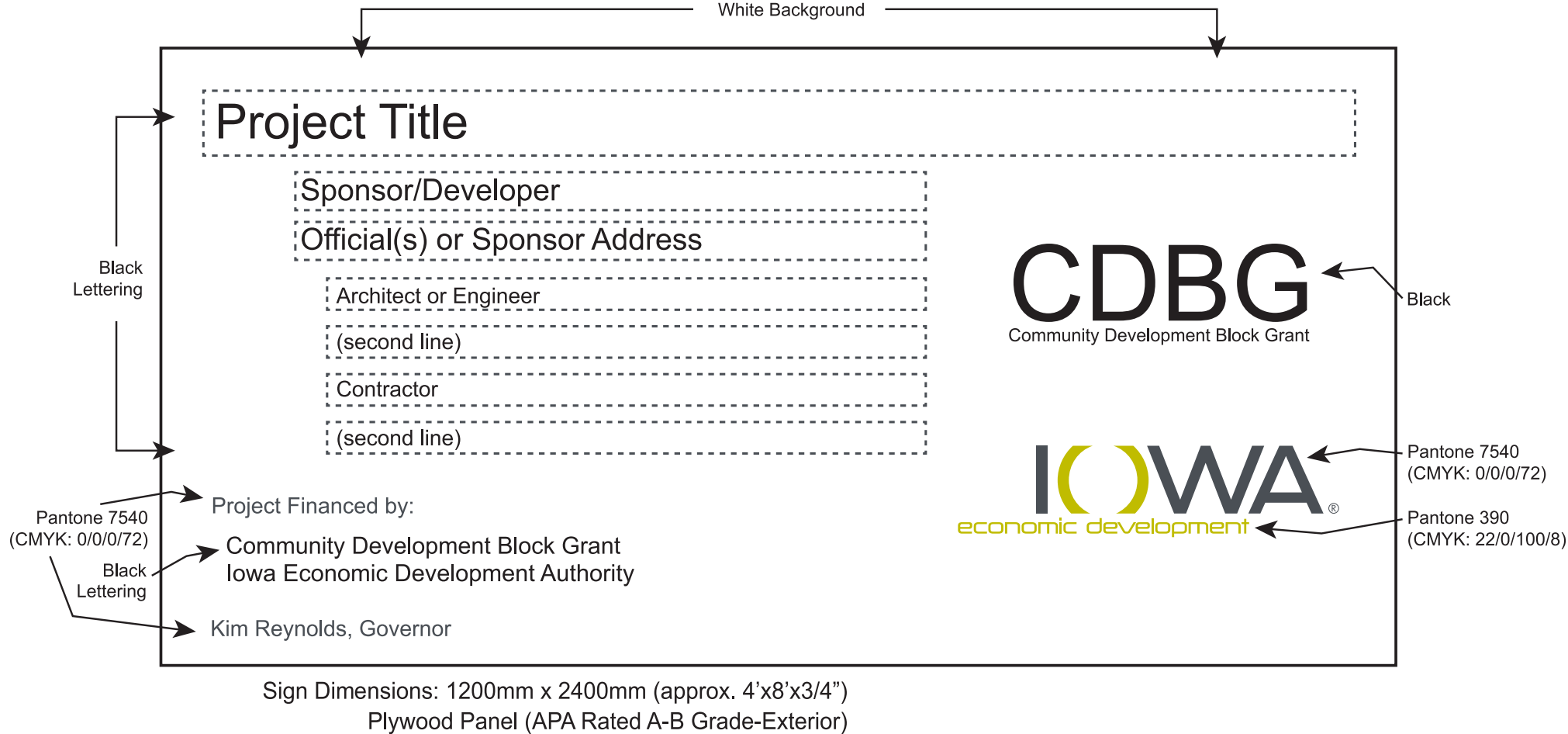
C. Residual Sealing Material

- 1. Residual material shall be removed from the joint and disposed of by the Contractor in an approved manner.
 - (a) The sealed joints shall be left flush with the existing pipe surface.
- 2. If excess residual sealing material accumulates in the line, the pipe shall be cleaned to remove the residual material at the Contractor's expense.

END OF SECTION

APPENDIX A

Project Construction Sign



APPENDIX B



Sanitary Sewer Lining

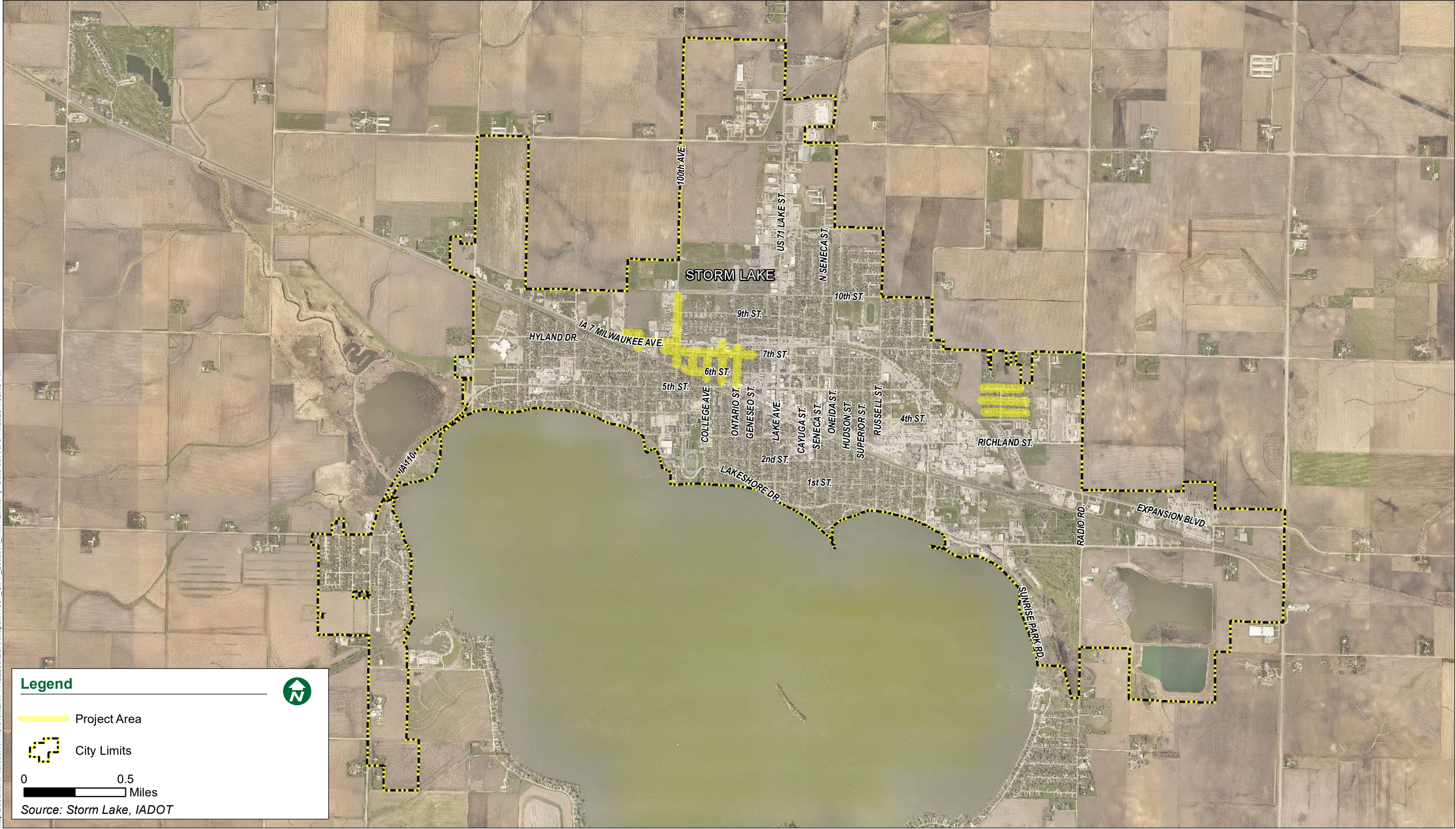
Storm Lake, Iowa

Project Location

April 2020



Real People. Real Solutions.



Legend



Project Area

City Limits

0 0.5 Miles

Source: Storm Lake, IADOT



Sanitary Sewer Lining

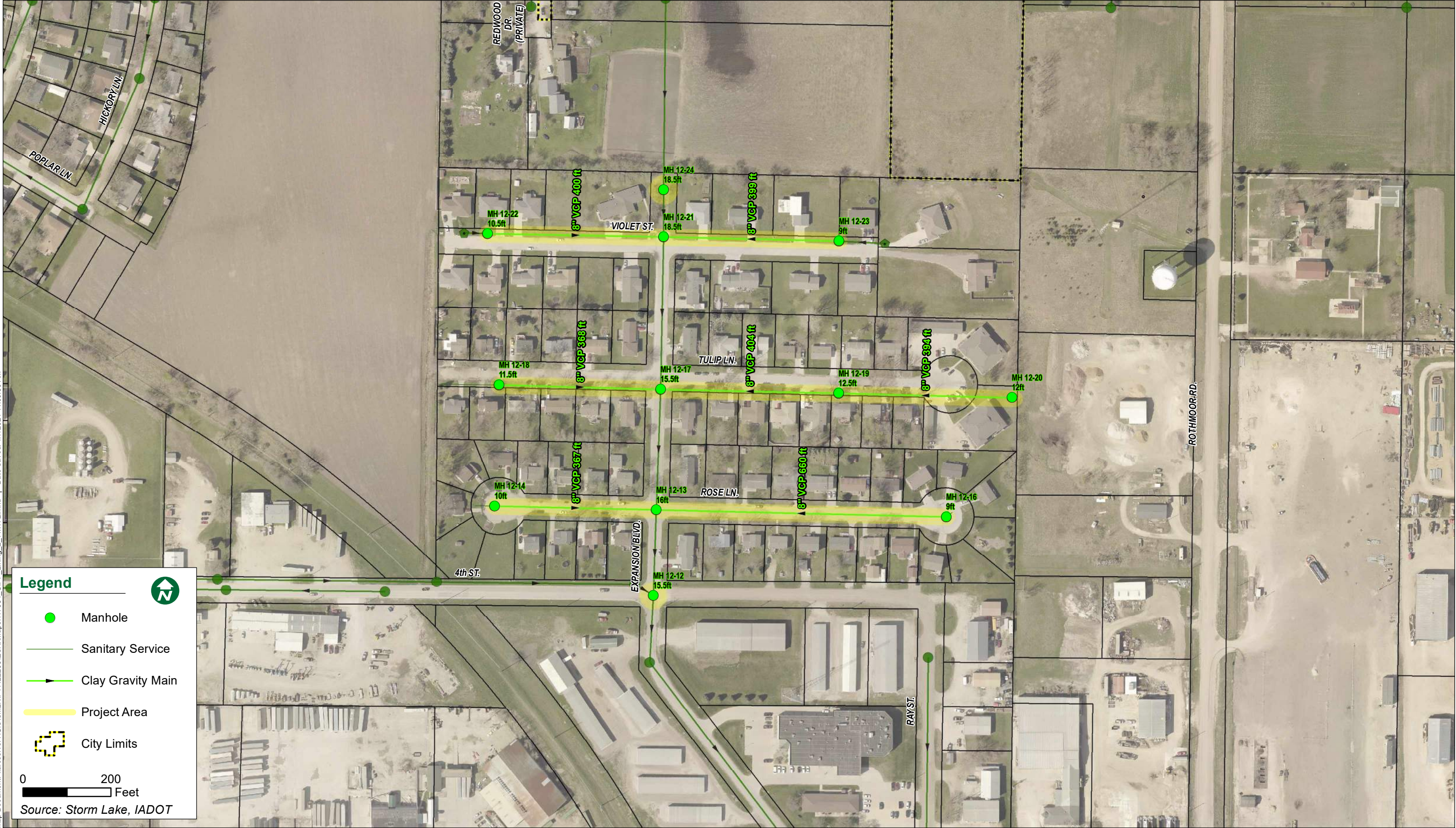
Storm Lake, Iowa

Project Location

April 2020



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Sanitary Sewer Lining

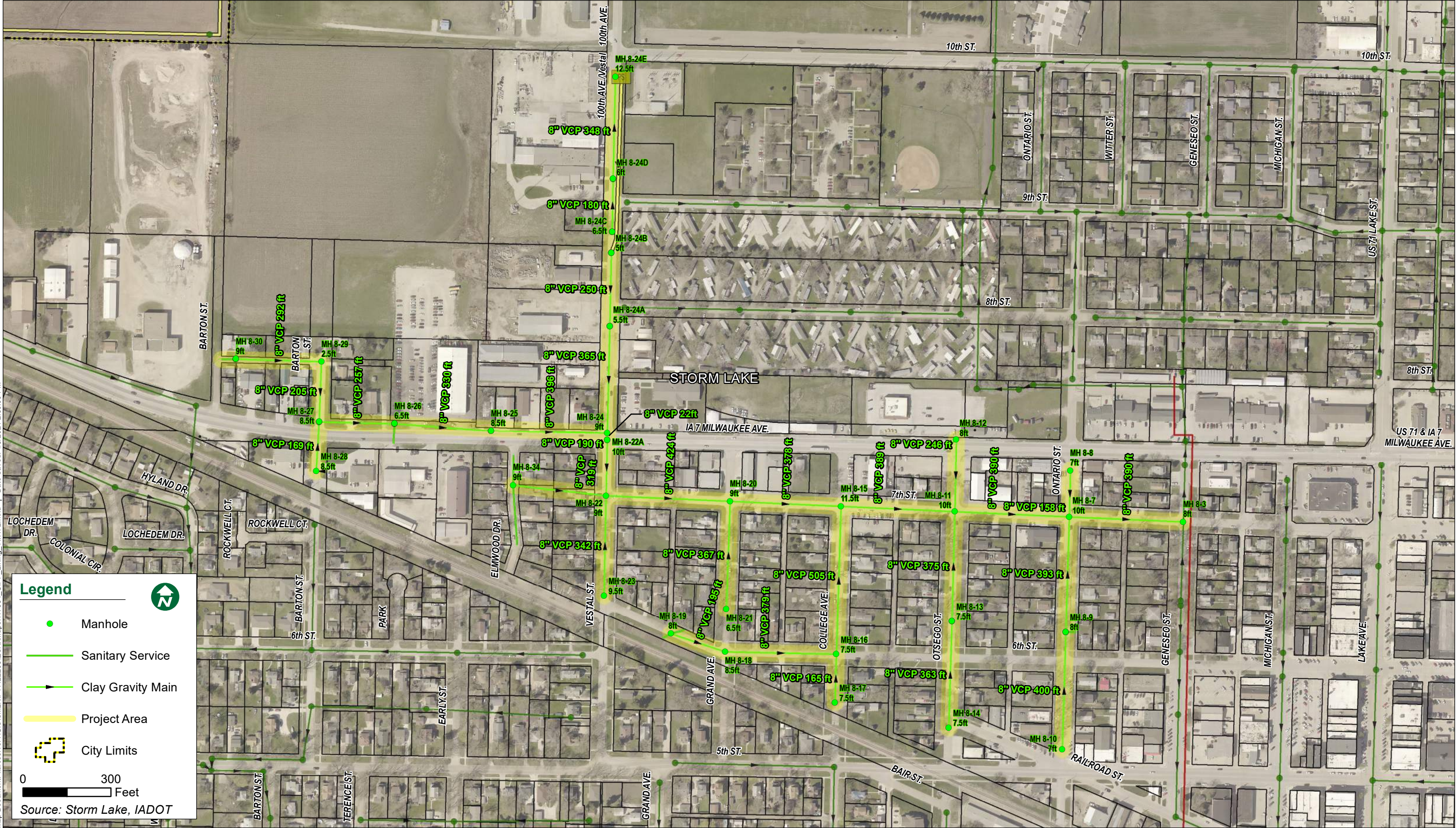
Storm Lake, Iowa

Project Location

April 2020



Real People. Real Solutions.



APPENDIX C

Manhole Photos: [View Photos](#)

ENGINEER'S ESTIMATE

2021 SANITARY SEWER REHABILITATION PROJECT
CITY OF STORM LAKE IOWA
BMI PROJECT NO. P11.122266



Date: 2/9/2021

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
GENERAL						
1	MOBILIZATION		1	LS	\$10,000.00	\$10,000.00
2	TRAFFIC CONTROL		1	LS	\$10,000.00	\$10,000.00
SANITARY SEWER						
3	8" CIPP (CURED-IN-PLACE-PIPE) LINING		12174	LF	\$23.00	\$280,002.00
4	REINSTATE LATERAL (ANY SIZE)		280	EA	\$100.00	\$28,000.00
5	TRIM PROTRUDING TAP (IRON/NON-IRON)		20	EA	\$300.00	\$6,000.00
6	LATERAL GROUTING		20	EA	\$500.00	\$10,000.00
MANHOLE REHAB						
7	MANHOLE REHABILITATION		415.5	VF	\$300.00	\$124,650.00
8	INTERNAL CHIMNEY SEALS		44	EA	\$600.00	\$26,400.00
ESTIMATED BASE BID TOTAL:						\$495,052.00

ENGINEER'S ESTIMATE

2021 SANITARY SEWER REHABILITATION PROJECT
CITY OF STORM LAKE IOWA
BMI PROJECT NO. P11.122266



Date: 2/9/2021

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
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Staff Summary

3/15/2021

Agenda Item # 16.



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: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 56-R-2020-2021 Adopting Plans, Specifications, Form Of Contract, Estimate Of Cost, Bid And Award Contract For The 2021 CIPP Sanitary Sewer Improvements Project**

BACKGROUND: Nine NRDC-HUD funded projects have been approved which reduce sewer backups in homes and avoid the release of untreated wastewater into the environment. This sewer lining and manhole rehabilitation effort is the final project pursued within the grant funding. Improvements of sanitary sewer mains in the vicinity of the previous 7th and Geneseo project as well as the Violet/Tulip/Rose Lane neighborhood are proposed. The intended public infrastructure improvements entail CIPP lining of existing 8" mains and associated manhole rehabilitation within the improvement areas.
Bids were opened on March 3, 2021. Five bids were received with the apparent low bidder being Hydro Klean in the amount of \$371,769.35.

FISCAL IMPACT: The Engineer's Opinion of Probable Construction Cost is \$495,052.00.
The construction contract has an estimated value of \$371,769.35. The project is one of nine NRDC-HUD funded projects with federal funding entailing 75% and local match 25%.

RECOMMENDATION: Approve Resolution No. 56-R-2020-2021 Approving Plans, Specifications, Form Of Contract, Estimate Of Cost, Bid And Award Contract For The Expansion Boulevard Sanitary Sewer Rehabilitation Project to Hydro Klean in the amount of \$371,769.35.

ATTACHMENTS:

Description	Type
☐ Resolution No. 56-R-2020-2021	Resolution

▣ Engineer's Recommendation

Backup Material

RESOLUTION NO. 56-R-2020-2021

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT,
ESTIMATE OF COST, BID AND AWARD CONTRACT FOR THE 2021 CIPP
SANITARY SEWER IMPROVEMENTS 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 2021 CIPP Sanitary Sewer Improvements Project; and

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

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

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

Section 2. That the following bid for the construction of certain public improvements described in general as the 2021 CIPP Sanitary Sewer Improvements Project, is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Hydro Klean

Amount of bid: \$371,769.35

Portion of bid: All

Section 3. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract to be binding on the City, contingent to obtaining all the required concurrences and consents.

PASSED AND APPROVED this 15th day of March 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



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218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

March 9, 2021

City of Storm Lake
Attn: David Derragon
620 Erie Street
Storm Lake, IA 50588

RE: Recommendation of Award
2021 CIPP Sanitary Sewer Improvements
Project No.: P11.1222266

Dear Mr. Derragon:

Bids were received and opened online via Microsoft Teams on Wednesday, March 3rd, 2021 at 2:00 PM for the project referenced above. Five (5) bids were received, and the result is tabulated below:

	<u>Total Bid</u>
Hydro Klean	\$371,769.35
Municipal Pipe Tool Company	\$373,853.90
Insituform Technologies USA, LLC	\$426,907.40
VisuSewer	\$451,453.00
SJ Louis Companies	\$452,898.00
Engineer's Estimate	\$495,052.00

A detailed bid abstract including the engineer's estimate is attached for your reference. We have also included Information Requested from the Low Bidder as required. If deemed economically feasible, we recommend awarding the construction contract to Hydro Klean in the amount of \$371,769.35.

Sincerely,
Bolton & Menk, Inc.

Josh Pope P.E. LEED AP BD+C
City Infrastructure Engineer

encl.

ABSTRACT OF BIDS

2021 CIPP Sanitary Sewer Improvements
City of Storm Lake
BMI PROJECT NO. P11.122266

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



March 3, 2021, 2:00 PM

Item No.	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		Hydro-Klean Des Moines, IA		Municipal Pipe Tool Company Hudson, IA		Insituform Technologies USA, LLC Chesterfield, MO		Visu-Sewer Pewaukee, WI		S.J. Louis Companies Rockville, MN	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	\$16,148.00	\$16,148.00	\$9,500.00	\$9,500.00	\$32,461.20	\$32,461.20	\$15,950.00	\$15,950.00	\$30,200.00	\$30,200.00
2	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$2,300.00	\$2,300.00	\$3,000.00	\$3,000.00	\$2,601.10	\$2,601.10	\$2,541.00	\$2,541.00	\$5,000.00	\$5,000.00
3	8" CIPP (CURED-IN-PLACE-PIPE) LINING	LF	12174	\$23.00	\$280,002.00	\$20.00	\$243,480.00	\$21.10	\$256,871.40	\$21.70	\$264,175.80	\$26.75	\$325,654.50	\$24.50	\$298,263.00
4	REINSTATE LATERAL (ANY SIZE)	EA	280	\$100.00	\$28,000.00	\$50.00	\$14,000.00	\$50.00	\$14,000.00	\$93.60	\$26,208.00	\$25.00	\$7,000.00	\$40.00	\$11,200.00
5	TRIM PROTRUDING TAP (IRON/NON-IRON)	EA	20	\$300.00	\$6,000.00	\$200.00	\$4,000.00	\$220.00	\$4,400.00	\$237.40	\$4,748.00	\$250.00	\$5,000.00	\$390.00	\$7,800.00
6	LATERAL GROUTING	EA	20	\$500.00	\$10,000.00	\$472.50	\$9,450.00	\$500.00	\$10,000.00	\$534.10	\$10,682.00	\$350.00	\$7,000.00	\$390.00	\$7,800.00
7	MANHOLE REHABILITATION	VF	415.5	\$300.00	\$124,650.00	\$151.70	\$63,031.35	\$147.00	\$61,078.50	\$166.20	\$69,056.10	\$163.00	\$67,726.50	\$170.00	\$70,635.00
8	INTERNAL CHIMNEY SEALS	EA	44	\$600.00	\$26,400.00	\$440.00	\$19,360.00	\$341.00	\$15,004.00	\$385.80	\$16,975.20	\$467.75	\$20,581.00	\$500.00	\$22,000.00
TOTAL BID PRICE				\$495,052.00		\$371,769.35		\$373,853.90		\$426,907.40		\$451,453.00		\$452,898.00	

3-Mar-21
H:\SMLK\P11122266\6_Plans-Specs\A_Bid Documents\[2021 03 03 122266 Bid Abstract.xlsx]Hydrant Improvements

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER

**(The Low Bidder May Be Requested To Provide This Information After
The Bids Are Received But Prior To Issuing The Notice Of Award)**

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: Hydro-Klean, LLC.

333 NW 49th Place

Des Moines, IA 50313

Number of years as a Contractor in construction work of this type 26 years

Names and titles of all officers of Contractor's firm: Wade Anderson, President, Rob Sherwood, CFO
Mike Ingham, CSO

SUBMIT a list of five construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- CIPP Liner
- Manhole Rehabilitation
- Internal Chimney Seal

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

- Name, address and telephone number of owner.
City of Plymouth, MN, 3400 Plymouth Blvd., Plymouth, MN 763-509-5934
- Name of project.
2020 Sanitary Sewer Lining Project
- Location of project
Plymouth, MN
- Brief description of the work involved
35,000 LF of 8-10" CIPP
- Contract amount
\$740,566.10
- Date of completion of contract
August 2020
- Name, address and telephone number of architect or engineer.
Kirill Maloylo, 3400 Plymouth Blvd., Plymouth, MN 763-509-5934
- Name of owner's project engineer
Same as above Kirill.

- Name, address and telephone number of owner.
City of Spearfish, SD, 625 North 5th Street, Spearfish, SD 57783, 605-717-1139
- Name of project
2020 Sanitary Sewer CIPP Lining Project
- Location of project.
Spearfish, SD
- Brief description of the work involved.
8"X817' CIPP, 18"X2849' CIPP, 21"X485' CIPP with end seals
- Contract amount
\$334,424.94
- Date of completion of contract.
May 2020
- Name, address and telephone number of architect or engineer
Trent Walters, 625 N. 5th Street, Spearfish, SD 57783, 605-717-1139
- Name of owner's project engineer.
Same as above Trent.

- Name, address and telephone number of owner
City of Ankeny, IA, 410 West 1st Street, Ankeny, IA 50023
- Name of project
2019 Sanitary Sewer System Maintenance Program- CIPP
- Location of project
Ankeny, IA
- Brief description of the work involved.
8-15" CIPP 18,522 LF
- Contract amount

\$532,842.30

- Date of completion of contract.
January 2020
- Name, address and telephone number of architect or engineer.
Mark Valmore, 220 West 1st Street, Ankeny, IA 50023 515-963-1751
- Name of owner's project engineer.
Same as above Mark.

- Name, address and telephone number of owner
City of Mendota Heights, MN, 1101 Victoria Curve, Mendota Heights, MN 55118, 651-255-1152
- Name of project
2018 Sanitary Sewer Rehabilitation Project (Lining)
- Location of project
Mendota Heights, MN
- Brief description of the work involved.
10239' CIPP 8-9"
- Contract amount.
\$235,639.79
- Date of completion of contract.
May 2019
- Name, address and telephone number of architect or engineer
Ryan Ruzek, 1101 Victoria Curve, Mendota Heights, MN 55118, 651-255-1152
- Name of owner's project engineer.
Same as above.

- Name, address and telephone number of owner.
City of North St. Paul, MN, 2400 Margaret St. North, North St. Paul, MN 55109, 651-747-2400
- Name of project.
2018 Street and Utility Improvement Project
- Location of project.
North St. Paul, MN
- Brief description of the work involved.
8,210 LF of 8-10" CIPP
- Contract amount.
\$186,007.70
- Date of completion of contract.
January 2019
- Name, address and telephone number of architect or engineer.
Brad Reifsteck, 701 Xenia Ave. South, Suite 300, Minneapolis, MN 612-214-7053
- Name of owner's project engineer.
Same as above.



www.hydro-klean.com

855-84KLEAN

Des Moines, IA

Mankato, MN

Rogers, MN

Sioux Falls, SD

Watertown, SD

Supplier Information

Liner Supplier

Liner Products

Brent Buckalew

1468 West Hospital Road

Paoli, IN 47454

812-723-0244

Catalyst and Resin Supplier

National American Composite

Trinity Dimich

2015 NE Broadway Street

Minneapolis, MN 55413

651-757-3961

Lateral and Joint Grouting/ Manhole Grouting

Avanti Grout

Jake Swanson

822 Bay Star Boulevard

Webster, TX 77598

281-739-0556

(Products used on this project- AV-254 Gel Seal)

Manhole Rehab.

Quadex

4801 Crystal Hill Road

North Little Rock, AR 72118

888.758.8628

(Products used on this project- GeoKrete, Hyperform, Quadplug)

Chimney Seal

Sealing Systems Inc.

9350 CR19

Loretto, MN 55357

800-478-2054

Experience the difference.
One call. One service provider. One experience.

Staff Summary

3/15/2021

Agenda Item # 17.



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. None at this time

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