

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, DUE TO
COVID-19, THIS MEETING WILL BE A
TELEPHONIC MEETING AND ONLY IN
PERSON FOR PARTICIPANTS REGARDING
THE AGENDA ITEM ~ THE PUBLIC MAY
DIAL IN TO PARTICIPATE: 1-408-418-9388
ACCESS CODE: 1461189776
SEPTEMBER 21, 2020
5:00 PM**



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

AGENDA

- 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. SLPD City Code Enforcement Update
 - D. Noise Variance Request And Request To Use Sunset Park And The Band Shell For A Free Movie Night
- 3. Motion to Approve the Use of Chautauqua Park for Soccer Tournaments
- 4. Motion To Approve Contract For Post-Employment Benefits Actuarial Study
- 5. Resolution No. 14-R-2020-2021 Approving the FY 2020 Street Finance Report
- 6. Motion Setting the Public Hearing for the 2020 Sanitary Sewer Cleaning & Televising Plans, Specifications, and Form of Contract
- 7. Public Hearing for Ordinance Amending Chapter 3-1 Garbage Storage and Collection
- 8. First Reading Of Ordinance No. 01-O-2020-2021 Amending Chapter 3-1 Of Title III Of The City Code Of The City Of Storm Lake, Iowa, Titled "Garbage Storage And Collection," To Revise Requirements Relating To The Collection Of Garbage And Its Storage Out Of Doors
- 9. City Council Requested Items
- 10. Adjourn

Meeting Protocol

If you wish to speak today, please:

- 1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the

Mayor identify yourself by stating your name and address.

2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.

3. Please keep your remarks to three (3) minutes or less.

4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

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

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



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Staff Summary

9/21/2020

Agenda Item # B.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
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REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

9/21/2020

Agenda Item # C.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
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REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

9/21/2020

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 September 8, 2020 City Council Minutes
- Acknowledge the August 2020 Library Board and Airport Commission Minutes
- Approve Renewal Liquor License for Als Liquor - Central Mart
- Approve the following appointments:
 - Matt Pearson to the Band Trustee Board - 3 yr. term
- Approve the Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - - \$381,454.84
- King's Pointe & Sunrise Pointe Golf Course Bills - \$171,920.82

The City will receive the following revenues:

- Liquor License Renewal - \$200.00

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 - September 8, 2020	Minutes
☐ Library Board August 2020 Minutes	Minutes
☐ Airport Minutes - August 2020	Minutes
☐ Al's Liquor Application 2020	Application

- Al's Liquor Report 2020
- Matt Pearson Application - Band Trustee 3 year term

Backup Material
Application



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 09/11/2020 - 09/23/2020

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Treasurer	BVC	Property Taxes	113,384.36
Buena Vista County Solid Waste	BVC	2nd Installment FY2021	87,450.00
Control Systems Specialists, LLC	BVC	Condensing Unit Replacement	3,950.00
Buena Vista County Solid Waste	BVC	Recycling	385.60
Control Systems Specialists, LLC	BVC	AC Unit Repairs	98.50
Buena Vista County Solid Waste	BVC	Recycling	53.56
Buena Vista County Attorney	BVC	Attorney Fees	26.15
Buena Vista County Solid Waste	BVC	Recycling	10.00
Buena Vista County Recorder	BVC	Recording Fees	7.00
BVC Total:			205,365.17
Contract/Agreement			
I & S Group, Inc	Contract/Agreement	Lift Station Study Evaluation	19,644.83
Bolton & Menk, Inc	Contract/Agreement	Construction Admin	7,267.50
I & S Group, Inc	Contract/Agreement	Nutrient Reduction Study	6,915.00
Smith Concrete Service Inc	Contract/Agreement	Concrete	1,138.75
I & S Group, Inc	Contract/Agreement	General Engineering Services	693.75
Smith Concrete Service Inc	Contract/Agreement	Concrete	1,328.75
Contract/Agreement Total:			36,988.58
Local			
MidAmerican Energy Company	Local	Electric Services	71,185.07
Star Energy, LLC	Local	Fuel	5,745.16
Jim Bartholomew	Local	September 2020 Airport Contract	5,615.50
Rebnord Technologies, Inc	Local	IT Service Agreement	3,862.50
Hy-Vee, Inc	Local	Meals- ILEA Class 295- Cody Cameron	1,618.50
Larson Oil & Distributing Co, Inc	Local	Supplies	846.45
A & A Automotive	Local	New Tires	805.56
Central Bank	Local	Supplies	780.18
Edwards Storm Lake	Local	Coolant Repairs	541.20
Deere Credit, Inc	Local	Wheel	481.46
Dennis R Julius	Local	SLPD Patches/Entrance Mat Services	410.00
Jeff DeWall	Local	Discount Coupons	329.00
L & G Products, Inc	Local	Silt Fences	282.00
Edwards Storm Lake	Local	Battery Replacement	266.75
The Storm Lake Times	Local	Publications	232.00
Vanish LLC	Local	August 2020 Towing Services	200.00
Iowa Office Supply Inc	Local	Office Supplies	192.88
Holzhauser Ford Lincoln Storm Lake Inc	Local	Battery Replacement	168.54
Storm Lake Industrial Corporation	Local	Wellness Supplies	150.00
Hy-Vee, Inc	Local	Supplies	147.22
Visual Edge Inc	Local	Copier Maintenance Agreement	136.99
Graffix Inc	Local	Business Cards	121.91
Qwest Corporation	Local	Phone Service	121.39
Arctic Glacier International Inc	Local	Ice	120.30
Fastenal Company	Local	Supplies	107.25
Rust Publishing NWIA, LLC	Local	August 2020 Publications	99.00
Visual Edge Inc	Local	Copier Maintenance Agreement	90.79
The Storm Lake Times	Local	Subscription- CH	71.95
A & A Automotive	Local	Serviced	67.10
Visual Edge Inc	Local	Copier Maintenance Agreement	61.83
Michael P. Reinert	Local	Shut Off Cylinder Welding	60.00
Rebnord Technologies, Inc	Local	Keyboard	44.90
Dennis R Julius	Local	Laundry Services	37.50
Visual Edge Inc	Local	Copier Maintenance Agreement	33.63

My Buy Local_v1
Payment Date Range: 09/11/2020 - 09/23/2020

Vendor Name	Buy Local Info	Payable Description	Total Payments
Rebnord Technologies, Inc	Local	Speaker System	29.95
Plumbing & Heating Wholesale, Inc	Local	Supplies	29.05
Iowa Office Supply Inc	Local	Supplies	29.00
Graham Tire	Local	Tire Repairs	25.00
Visual Edge Inc	Local	Copier Maintenance Agreement	22.00
Mangold Environmental Testing, Inc	Local	Shipping	13.16
Fastenal Company	Local	Supplies	12.24
North Lake Truck Repair	Local	Fittings	6.33
Buena Vista Regional Medical Center	Local	ID Nametags	5.00
Fastenal Company	Local	Supplies	3.27
Storm Lake Hydraulics Co, Inc	Local	Supplies	2.90
Larson Oil & Distributing Co, Inc	Local	Generator Fuel Credit	-346.14
		Local Total:	94,866.27

Non-Local

Mississippi Lime Company	Non-Local	Lime	11,647.25
Motorola Solutions, Inc	Non-Local	Radios	4,036.50
Chem-Sult, Inc	Non-Local	Sodium Chlorite	3,848.62
H-O-H Water Technology, Inc	Non-Local	Polymer	3,798.39
OverDrive, Inc	Non-Local	FY2021 BRIDGES E-Books	2,146.00
Imagine the Possibilities, Inc	Non-Local	Janitorial Services	4,000.00
Richard O. Emmons	Non-Local	Magazine Subscriptions	1,976.86
Praxair Inc	Non-Local	Carbon Dioxide	1,366.99
Pitney Bowes Inc	Non-Local	Postage	1,063.00
Digital Ally Inc	Non-Local	Body Cams	1,035.00
US Patriot LLC	Non-Local	E-Team Gear Bags	959.92
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
State Library of Iowa	Non-Local	FY2021 Database	661.00
Justin Meader	Non-Local	Pump Assembly	556.60
AFES Summit	Non-Local	Summit Training- Cole, Navratil, & Derragon	525.00
State Library of Iowa	Non-Local	FY2021 Catalog	378.84
Brodart Co.	Non-Local	Books	336.40
Iowa Lakes Corridor Development Corp	Non-Local	Legal Services- Tyson/SL Agreement	302.50
Iowa Pump Works	Non-Local	Alarm Replacement	235.10
Schumacher Elevator Company	Non-Local	Elevator Maintenance	214.24
Midwest Breathing Air, LLC	Non-Local	Quarterly Air Test	208.50
Dale Vitito	Non-Local	Uniform	367.68
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	169.80
Multi-Cultural Books & Videos, Inc	Non-Local	Books	163.74
Midwest Tape, LLC	Non-Local	DVDs	159.92
Engel Agri-Sales, Co	Non-Local	Valves & Supplies	145.94
Dale Vitito	Non-Local	Rail Mount	249.84
Stanard & Associates, Inc	Non-Local	Testing Supplies	95.00
W. W. Grainger, Inc	Non-Local	HVAC Motor	89.52
Midwest Tape, LLC	Non-Local	DVDs	86.45
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	80.80
Iowa Lakes Regional Water	Non-Local	Water Service	65.34
State Library of Iowa	Non-Local	FY2021 E-Books	62.00
James M. Sweeney & Assosicates, Inc	Non-Local	Background Check	62.00
Dale Vitito	Non-Local	Uniform	58.45
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	58.38
Rice Signs LLC	Non-Local	Signs	58.20
Language Line Services, Inc	Non-Local	Interpretation Services	42.90
Cintas First Aid & Safety	Non-Local	First Aid Supplies	37.19
Aurelia Lumber Company Inc	Non-Local	Supplies	36.35
Secretary of State	Non-Local	2020 Membership Renewal- Martinez	30.00
Midwest Tape, LLC	Non-Local	DVDs	29.99
Universal Credit Services, Inc	Non-Local	Background Checks	28.60
Ingram Library Services, Inc	Non-Local	Books	84.68
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	19.99
Ingram Library Services, Inc	Non-Local	Books	136.20

My Buy Local_v1**Payment Date Range: 09/11/2020 - 09/23/2020**

Vendor Name	Buy Local Info	Payable Description	Total Payments
	Non-Local Total:	42,465.67	
Payroll/Refunds			
Patrick Diekman	Payroll/Refunds	FY2021 Uniform Allowance	272.59
Ronald Covert	Payroll/Refunds	Water Distribution Operation & Maintenance	164.00
Alfonso Cisneros Hernandez	Payroll/Refunds	Unclaimed Property- Reissue 72639	92.38
Custodian of Petty Cash	Payroll/Refunds	Postage	56.40
Ruth Freese	Payroll/Refunds	August 2020 Homebound Deliveries	13.80
	Payroll/Refunds Total:	599.17	
	Grand Total:	380,284.86	

King's Pointe Resort

Claims Publication

From 9/4/2020 to 9/17/2020

Vendor	Description	Amount
360 Custom Designs, LLC	Services	\$4,165.11
Alliant Energy	Utilities	\$38.93
American Hotel Register Company	Supplies	\$3,336.63
Bomgaars Supply Inc.	Supplies	\$240.74
Cintas Corporation	Supplies	\$1,467.40
City of Storm Lake	Utilities	\$3,393.96
Color-ize	Supplies	\$2,335.04
David T. Stokes	Services	\$100.00
Deluxe Branded Marketing	Services	\$336.04
Doll Distributing	Beverages	\$847.90
ECOLAB	Supplies	\$2,174.60
Expedia, Inc.	Services	\$1,992.08
Feld Fire	Supplies	\$90.00
Fintech	Services	\$56.65
Garbage Hauling Service, Inc.	Utilities	\$669.92
GuestSupply	Supplies	\$1,281.06
Hermel Wholesale	Food	\$5,390.75
HyVee	Beverages	\$1,689.15
Iowa Sportsman	Services	\$300.00
Johnson Brothers	Beverages	\$536.85
Joyce M. Smith dba Joyce's Greenhouse	Services	\$1,662.00
M3 Accounting + Analytics	Services	\$542.69
Mark Clossey	Reimbursement	\$548.92
Martin Brothers	Food	\$11,066.03
Mediacom	Utilities	\$480.40
National Utilities Refund LLC	Services	\$268.50
Office Elements	Supplies	\$712.88
O'Keefe Elevator Company, Inc.	Services	\$438.68
Omega Senior Living	Services	\$700.00
Oracle America, Inc.	Services	\$6,374.29
Pepsi Beverages Company	Beverages	\$4,387.98
Quore Systems, LLC	Services	\$28.50
Rent-All Inc.	Services	\$396.25
Sceptre Hospitality Resources, LLC	Services	\$5,166.67
Speed's Auto Supply Inc.	Services	\$148.47
Steve's Window Service	Supplies	\$120.00
Sysco Iowa, Inc.	Food	\$5,714.76
The Nutting Company, Inc.	Services	\$85.00
Uptown Wedding and Event Rental	Services	\$187.25
Vizergy	Services	\$1,158.45
Water Safety Products, Inc.	Services	\$603.55
Weigand Omega Payroll 9/16/20	Payroll	\$81,561.56
Weigand-Omega Management Fee- July	Services	\$18,451.00
Wells Fargo Financial Leasing, Inc.	Services	\$235.18
World Waterpark Association	Services	\$439.00
		<u>\$171,920.82</u>

**REGULAR COUNCIL, CITY OF STORM LAKE, IA, CITY HALL, MEETING,
SEPTEMBER 8, 2020 5:00 PM. DUE TO COVID-19, THIS MEETING WILL BE A
TELEPHONIC MEETING AND ONLY IN PERSON FOR PARTICIPANTS REGARDING
THE AGENDA ITEM ~ THE PUBLIC MAY DIAL IN TO PARTICIPATE: 1-408-418-9388
ACCESS CODE: 1465006619**

Present: Mayor Michael Porsch, Council Members Dan Smith and Kevin McKinney. Present via telephone: Council Members Maria Ramos and Jose Ibarra. Absent: Council Member Tyson Rice. Staff present: City Manager Keri Navratil. Present via telephone: 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 Mark Clossey, Finance Director Brian Oakleaf, City Clerk Mayra Martinez. and Staff Accountant Tyler Gibbins.
Media Present: Tom Cullen with The Times and Dana Larson with the Pilot Tribune. Present via telephone: Ryan Thompson with KAYL Radio.

Mayor Porsch 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 McKinney. Roll call vote: All ayes with Council Member Rice absent. Motion carried.

Disclosure by City Council Members -- None at this time.

Hear the Public - None from the Public at this time.

Council Member McKinney asked the Mayor for some time to make the following statement. The United States of America is the best place to live. Our founding fathers gave us the Constitution and Bill of Rights. Among them is our right to free speech. As Council persons, Mayor and City officials, we all have these same rights to freedom of speech and to follow our beliefs and convictions and we should all exercise these rights given to us by our founding fathers. The problem is that we are all Public Officials. Our actions or comments, as a Public Official, can be taken out of context from the public, even though not acting as a public official. Many may feel that this is the “policy, thoughts or beliefs” of the City of Storm Lake and not their own personal thoughts or beliefs. The public needs to be aware that each public official has their right to have their own beliefs and the right to exercise those rights. Unless the person is speaking in an official capacity, that person’s thoughts and beliefs should not be construed as an Official City comment. However, as Public Officials. We all need to watch the type and kind of language we use while speaking in public or social media. Things can easily be taken out of context and create more issues than our comments. I personally have written many letters to the Editor that were never sent because I did not want them to be taken out of context by people as an Official comment of the position I held, currently or in the past. Sorry Council members, once you joined as a Public Official, your comments and actions, even after you leave Public office can be used against you or the City in the future. So now I challenge all of us, as “Public Officials” to be sure we leave a positive mark on the City of Storm Lake, now and in the future. Thank you.

Approve Consent Agenda Moved by Council Member Smith to approve the Consent Agenda which includes list of bills Check #'s 75662 through 75668 and 75677 through 75736, PR #59867, EFT #'s 1340 through 1378, DFT #'s 854 through 889, King's Pointe and Sunrise Pointe disbursements, August 17, 2020 minutes, renewal Liquor License for Casey's #3679 and MMS at Buena Vista University, approve the following appointments: James Eliason to the Library Board - 6 yr. term, Candy Clough to the Library Board - 6 yr. term, Renato Jimenez to the Mayor's Advisory Committee Parks & Trails - Term Expire 06/30/2023, approve applications for tax abatements on Residential and Commercial properties for 94 N. Emerald Drive Units #5, #6, #7 and #8, 700 Meadow Lane and 1500 Shoreway Drive, approve Noise Variance requests for a Quinceañera Celebration and Younglove Construction, LLC, and approve the Code Enforcement summary.. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Member Rice absent. Motion carried.

WTP Plant Risk and Resilience Assessment Project - Moved by Council Member McKinney to approve professional engineering services with ISG for the Storm Lake Water Treatment Plant Risk and Resilience Assessment project. Seconded by Council Member Smith. Roll call vote: All ayes with Council Member Rice absent. Motion carried.

4th & Barton Storm Water Project - Moved by Council Member Smith to adopt Resolution No. 13-R-2020-2021 to approve Change Order No. 2 for the 4th & Barton Storm Water Project. Total price of the change order \$19,099.50 Seconded by Council Member Ibarra. Roll call vote: All ayes with Council Member Rice absent. Motion carried.

RESOLUTION NO. 13-R-2020-2021

RESOLUTION ADOPTING CHANGE ORDER NO. 2 FOR THE 4th & BARTON STORM SEWER 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 4th & Barton Storm Sewer Project; and

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

WHEREAS, a contract in the amount of \$591,582.60 was awarded to Healy Excavating for the project; and

WHEREAS, Change Order No. 1 increased the project cost in the amount of \$14,320.00. For a total contract amount of \$605,902.60.

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

Section 1. To approve Change Order No. 2 to the contract for an increase of \$19,099.50. to the contract. For a total contract amount of \$625,002.10.

Section 2. That the Mayor and Clerk are hereby directed to execute this Change Order No. 2.
PASSED AND APPROVED this 8th day of September, 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Garbage Storage and Collection - Moved by Council Member McKinney to approve setting a public hearing for September 21, 2020 at 5:00 pm in the City Hall Council Chambers for an Ordinance amending Chapter 3-1 Garbage Storage and Collection. Due to Covid-19, this meeting will be a telephonic meeting only. Dial in to participate: 1-408-418-9388 Access Code: 1461189776. Seconded by Council Member Ramos. Roll call vote: All ayes with Council Member Rice absent. Motion carried.

Lake Water Quality Work Session - Ben Wallace with the Iowa DNR gave a presentation on the effects of a clear lake and zebra mussels in the lake. A combination of the lake dredging, the construction of a control structure around Little Storm Lake and the onset of zebra mussels has aided the lake in achieving a record water clarity. Because of the water clarity, the sun has helped produce algae and other plant growths in the lake. This plant growth is a result of a clean and healthy lake and will help enhance the production of more fish. The zebra mussels are a concern but there is no way of eradicating them. In the meantime, the DNR is exploring management techniques

City Council Requested Items – None at this time.

The Mayor reminded everyone to please remain diligent with our mitigation with using face masks, social distancing and keeping parties down to as few people as possible to help prevent an upswing with Covid19. City Manager Navratil reminded everyone of the upcoming Public meetings. The first meeting will be held on Tuesday, September 22, 2020 at Sunrise Golf Course club house with discussions about snow removal. There will be two sessions with the first one at 7:30 am to 8:30 am and the second one at 5:30 pm to 6:30 pm. Then on Thursday, September 24, 2020 the City will have a meeting discussing urban chickens. These meetings will be held at King's Pointe in the Ballroom with the first session being held at 7:30 am to 8:30 am and the second one will begin at 6:00 pm. The City will offer a Virtual meeting or will offer the public to call in if they are unable to attend the meeting and/or do not want to attend the meeting due to Covid19. Council Member McKinney asked how the water conservation is going for the City and if the public is cooperating with the conservation measures. City Manager Navratil commented that the water level is remaining stable and that most people are stepping up and following the conservation measures. She thanked everyone for their help with the water conservation.

Adjourn - Moved by Council Member Smith to adjourn at 6:04 pm. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Member Rice absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Library Board Meeting, City of Storm Lake, August 10, 2020, 4:00 p.m. by telephonic conference, 1-408-219-9388

Present: Board President Mary Kay Hudspeth, Candy Clough, Jim Eliason, Sarah Freking, John Hughes, Sue Lyngaas, Patrick Mullaney and Barb Wells. Also present, Elizabeth Huff, Library Director.

Board President Hudspeth called the meeting to order at 4:09 p.m.

Disclosure by Library Board Members – none.

Minutes – Moved by Board Member Wells to approve July Minutes. Seconded by Board Member Lyngaas. Vote by roll call, all ayes. Motion carried.

Director's Report – There were no questions on the Calendar, Bar Charts or Ledgers. Board Member Eliason asked about voter registration and the Director admitted that she accidentally omitted it. She said that information and applications for voter registration would be available and encouraged during the library's census sessions. A summary on the virtual PBS programs was given from what the Director observed from the screen. The library signed for the Bold360 chat service through the State Library. The Library Director and Victoria Mero applied for a Basic Archive Course at University Wisconsin-Madison. The Library Director reminded the Trustees to recommend any Capital Improvement Projects for the Budget Committee to consider, and informed that she will ask for a portable self-check kiosk and security system.

Bills – Moved by Board Member Eliason to approve August Bills. Seconded by Board Member Clough. Vote by roll call, all ayes. Motion carried.

COVID-19 Policy – Moved by Board Member Lyngaas to approve COVID-19 Policy. Seconded by Board Member Wells. Vote by roll call, all ayes. Motion carried.

Board President's Report – The Board President attended a Staff Meeting on August 6, 2020. She informed the staff of the library's organization hierarchy and how it was different from other city departments. All public libraries in the United States and Canada share a common hierarchy model.

Adjourn – Moved by Board Member Mullaney to adjourn meeting at 4:31 p.m. Seconded by Board Member Eliason. Vote by roll call, all ayes. Motion carried.

Elizabeth Huff, Library Director. Please note the above is an unapproved draft of minutes and will be approved by the Board of Trustees on September 14, 2020.

**Storm Lake Airport Commission
Due to Covid-19, This Meeting Will
Be A Telephonic Meeting Only ~ Dial
In To Participate: 1-408-418-9388
Access Code: 24583600
Monday, August 10, 2020 4:00 PM**

Present: Commission Members Bob Ansorge, Dan Richardson and Sara Huddleston. Absent: Commissioner Doug White. Others Present: Jim Bartholomew and Tyler Gibbins

Chairman Bob Ansorge called the meeting to order at 4:16 pm.

Hear the Public – No comments.

Minutes – Moved by Commissioner Richardson to approve the July 13, 2020 Airport Commission Minutes. Seconded by Commissioner Huddleston. Vote: All ayes with Commissioner White absent. Motion carried.

Financial Report – Moved by Commissioner Huddleston to approve the financial reports for July 2020. Seconded by Commissioner Richardson. Vote: All ayes with Commissioner White absent. Motion carried.

Fuel Report – Moved by Commissioner Richardson to approve the July 2020 Fuel Report. Seconded by Commissioner Huddleston. Vote: All ayes with Commissioner White absent. Motion carried.

Airport Manager's Monthly Report – Picked up two gallons of Roundup at Bomgaars for weed control. Sprayed weeds around the terminal, the ramp and the cracks on both runways. Called Seneca Petroleum to have them come and service the Veeder-Root. Seneca Petroleum worked on the jet fuel sensor. Picked up cleaning supplies at Walmart. Ordered a tanker of jet fuel and received 8003 gallons. The County personnel are working on the sink hole by the terminal. Ordered a tanker of jet fuel and a tanker of AV gas. Received 7501 gallons of jet fuel and 8204 gallons of AV gas. A technician came to service the AWOS and discovered that it needs some parts.

Courtesy Car Usage: 5 108 Miles
Fuel Meter Reading: Jet A – 498,268
AV Gas – 119540.1

Administration Report – Runway 13/31 Lighting Project - A preconstruction meeting was held at the airport on July 21st. During the meeting, the project schedule was the main topic and the conclusion was to hold off on completion of the project until the Spring of 2021. The two main deciding factors in this decision was the long delay in receiving materials, and the other deciding not to close the airport completely during the spray season. Depending on weather, the project will commence in May/June time frame.

Hangar Inspections - The Commission has made requests in the past to complete all the hangar inspections once a year. In the past, we completed half the inspection in the spring and the other half in the fall. Before staff sends out notices of the fall inspections, please provide feedback on the future inspection dates to determine if the fall inspections need to proceed.

Federal CARES Grant Final Submittal - The remaining \$15,545.64 of the Federal CARES Grant, totaling \$30,000, was approved by the FAA payment portal on 8/4/2020. This closes out this grant opportunity for the airport.

Adjourn – Moved by Commissioner Richardson to adjourn the meeting at 4:28 pm.
Seconded by Commissioner Huddleston. Vote: All ayes with Commissioner White absent.
Motion carried

Mayra Martinez, City Clerk

Applicant License Application (LE0002791)

Name of Applicant: <u>Central Mart llc</u>		
Name of Business (DBA): <u>Als Liquor</u>		
Address of Premises: <u>215 W Milwaukee ave</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 299-0838</u>		
Mailing <u>143 south cove dr</u>		
City <u>storm lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>inder singh</u>	
Phone: <u>(712) 299-0838</u>	Email <u>centralmartllc@gmail.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 10/10/2020

Expiration Date: 10/09/2021

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

inderjit singh

First Name: <u>inderjit</u>	Last Name: <u>singh</u>	
City: <u>storm lake</u>	State: <u>iowa</u>	Zip: <u>50588</u>
Position: <u>7122990838</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Amco Insurance Company</u>	
Policy Effective Date: <u>10/10/2020</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: AUGUST 4, 2020

REFERENCE: LIQUOR LICENSE RENEWAL
AL'S LIQUOR
215 W MILWAUKEE AVE

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

	8-7-2018 to 9-13-2019	9-14-2019 to 8-1-2020
INCIDENTS		
Accident	7	0
Animal Call	1	0
Burglar Alarm	9	2
Business Assist	1	1
Business Security	69	64
Disturbance	0	3
Drug Investigation	0	0
Fight	0	0
Fire Alarm	0	1
Forgery	1	0
Harassment	0	1
Insufficient Funds Checks	1	1
Intoxicated Driver	1	1
Keys Locked In Car	0	1
Lost Child	0	0
Motorist Assist	1	1
PR/Talk/Presentation	7	8
Station Assignment	1	1
Street Beat	0	0
Suspicious Activity	0	0
Suspicious Person	1	0
Theft	2	2
Vehicle Stop	39	23

ARRESTS

Assault	0	1
Disorderly Conduct	0	1
Harassment	0	1
Interference with official acts	0	1
Public Intoxication	0	1

Recommendation: Approval of liquor license.

Nelda Kirkholm

From: noreply@civicplus.com
Sent: Friday, September 11, 2020 8:45 AM
To: cityclerk
Subject: Online Form Submittal: BOARD & COMMISSION RENEWAL FORM

BOARD & COMMISSION RENEWAL FORM

City of Storm Lake
PO Box 1086, 620 Erie Street Phone 712-732-8000

BOARD & COMMISSION RENEWAL FORM

Please complete this form and return it to the City Clerk for consideration of re-appointment by Mayor and the Storm Lake City Council

First Name	Matt
Last Name	Pearson
Current Board/Commission Serving	Band Trustees
Address1	904 N Walnut St
City	Storm Lake
State	IA
Zip	50588
Primary Phone Number:	7127322766
Secondary Phone Number:	7122993571
Email Address:	matt.tuba@gmail.com
Preferred Contact Method	Email
Would you like to be re-appointed to the same board/commission if possible?	Yes

Beginning in 2012 Iowa law requires that government appointed boards and/or commission be gender balanced when and where possible. The City will review all re-appointments for positions based on this state regulation and make re-appointments to comply with that requirement. Should it not be possible to re-appoint you to the same board the City will look at other opportunities to appoint to other boards and/or commissions should you so desire.

Would you like to be
appointed to a different
board/commission?

No

If you answered "YES" please identify up to three other boards and/or commissions
you would be interested in serving on.

First Choice *Field not completed.*

Second Choice *Field not completed.*

Third Choice *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Staff Summary

9/21/2020

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	\$ 205,365.17
Contract/Agreement	\$ 36,988.58
Local	\$ 94,866.27
Non- Local	\$ 42,465.67
Payroll/Refunds/Pyrl Tax & Ins	\$ 1,769.15
Total Expenses	\$ 381,454.84
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
 Project Activity Report	Backup Material

Summary

Project Summary							
Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
01112-0019	WasteWater Treatment Facility Wetlan...	1,195,689.00	34,139.79	1,018,649.36	0.00	1,018,649.36	177,039.64
01112-0020	10th & Ontario StormWater Improvem...	1,753,754.21	0.00	1,751,662.45	0.00	1,751,662.45	2,091.76
01112-0021	4th & Oats StormWater Improvements	837,480.15	0.00	805,613.07	0.00	805,613.07	31,867.08
16-19284	4th & Bartion Storm Water Improvemen...	751,002.10	15,243.95	338,932.24	7,389.83	346,322.07	404,680.03
18-CF-004	United Community Health Service Center	600,000.00	30,000.00	458,305.60	0.00	458,305.60	141,694.40
19-22797	Memorial Lift Station Improvements	404,755.00	20,237.75	249,755.00	0.00	249,755.00	155,000.00
35665	1st & Mae Street	796,373.28	-1,744.13	761,987.66	0.00	761,987.66	34,385.62
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	0.00	408,234.48	0.00	408,234.48	2,071.87
A21.117315	Casino Lift Station Ordor Control Impro...	255,104.58	-122.41	262,403.64	0.00	262,403.64	-7,299.06
New	2021 CIPP Sanitary Sewer Improvements	57,200.00	57,200.00	4,014.00	0.00	4,014.00	53,186.00
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	1,875,592.00	0.00	1,852,522.38	0.00	1,852,522.38	23,069.62
P11.115917	Memorial Park Water Quality	48,076.03	1,657.80	48,388.53	0.00	48,388.53	-312.50
P11.117908	Michigan Street Parking Lot Reconstruct...	409,297.00	25,580.95	439,080.90	0.00	439,080.90	-29,783.90
P11.118940	Oneida Street Reconstruction from RR t...	388,300.00	13,867.86	193,858.59	0.00	193,858.59	194,441.41
P11.119679	FEMA Lake Bank Restoration	124,296.50	8,286.43	41,758.00	0.00	41,758.00	82,538.50
P11.120411	Highway 7/110 Traffic Lane/Signalization	1,423,630.00	48,362.18	122,921.01	0.00	122,921.01	1,300,708.99
P11.120478	Tulip Lane SW Improvements	345,398.00	6,516.95	28,767.82	0.00	28,767.82	316,630.18
P11.120650	2020 Expansion Blvd Improvements	861,088.10	34,443.52	37,869.00	0.00	37,869.00	823,219.10
T51.119823	Runway 13/31 & Taxiway Lighting	453,189.00	32,370.65	55,719.50	7,267.50	62,987.00	390,202.00
Urban20WQI-004	SLHS Courtyard Conservation	100,000.00	100,000.00	10,715.96	0.00	10,715.96	89,284.04
Report Total:		13,639,680.60	426,041.29	9,431,381.74	14,657.33	9,446,039.07	4,193,641.53

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	453,189.00	32,370.65	55,719.50	7,267.50	62,987.00	390,202.00
Economic Development	824,296.50	138,286.43	510,779.56	0.00	510,779.56	313,516.94
National Resiliency Disaster Grant Proje...	8,070,871.12	113,014.36	7,018,771.99	7,389.83	7,026,161.82	1,044,709.30
Sanitary Sewer Projects	659,859.58	20,115.34	512,158.64	0.00	512,158.64	147,700.94
Street Construction	3,631,464.40	122,254.51	1,333,952.05	0.00	1,333,952.05	2,297,512.35
Report Total:	13,639,680.60	426,041.29	9,431,381.74	14,657.33	9,446,039.07	4,193,641.53

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	4,801,712.98	231,940.50	1,905,844.19	7,267.50	1,913,111.69	2,888,601.29
Federal/State Grant	8,137,967.62	64,100.79	7,056,515.99	7,389.83	7,063,905.82	1,074,061.80
Grant	700,000.00	130,000.00	469,021.56	0.00	469,021.56	230,978.44
Report Total:	13,639,680.60	426,041.29	9,431,381.74	14,657.33	9,446,039.07	4,193,641.53

Staff Summary

9/21/2020

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: **SLPD City Code Enforcement Update**

BACKGROUND:

09-02-20 to 09-15-20

Total – 44

Accumulate Junk – 19
Tall Grass and Weeds – 11
Parking Restricted to hard surfaces – 3
Accumulate Trash – 5
Junk Vehicle – 4
Used Tires – 1
Accumulate Concrete – 1
0 Citations

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

9/21/2020

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: **Noise Variance Request And Request To Use Sunset Park And The Band Shell For A Free Movie Night**

BACKGROUND: Nataly Lara (515 556-0458) of Scholten 4 Iowa has requested a noise variance and a request to use Sunset Park and the Band Shell for a free movie night. This event will take place on October 2nd 2020 at Sunset Park from 6:00 PM to 8:30 PM.

FISCAL IMPACT: None

RECOMMENDATION: Approve the request

ATTACHMENTS:

Description	Type
☐ Sunset Park Reservation	Application
☐ Sunset Band Shell Reservation	Application

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: Family Movie Night Phone #:
Mailing Address: 1913 E Rose Ave Email: natchy@scholten410wq.com
City: Des Moines State: IA Zip: 50320
Cell Phone: 515 556 0958
2nd Contact: Cody@scholten410wq.com Position/Relationship: Manager
Email: Cody Hankerson Cell Phone:

Requested Park: Sunset
Event Type: Family Movie Night

Event Date: 10.2.20
Event Start Time: 6:00 pm
Event End Time: 8:30 pm

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)

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.)

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. 50

Do you have electrical needs? yes Identify: For a projector Additional Electrical- \$150.00 NO

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 Natchy Lara Date: 9/15/20



Print Form

Great Lawn & Bandshell Reservation Form
City of Storm Lake
City Hall, 620 Erie Street
712-732-8000
712-732-4114 (f)
cityhall@stormlake.org

Name:

Nataly Lava

Address

1913 E Rose Ave

Phone Number:

515 556-0458

City:

Des Moines

Cell Phone:

State:

IA

Zip:

50320

E-mail Address:

nataly@schottentraus.com

☐ Great Lawn Area

Rental Date:

\$200.00 Rental
(per slot)

Plus \$150.00 Deposit

☒ Band Shell

Rental Date:

10-2-20

\$25.00 Rental
(per slot)

Plus \$50.00 Deposit

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 an area of the Great Lawn or Band Shell for the rental period. You agree to have the Great Lawn or Band Shell clean ready for the next person to use at the end of the rental period. You agree not to attach anything to the Great Lawn or Band Shell 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 Great Lawn and/or Band Shell 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 Great Lawn area or Band Shell please kindly ask them to move to another location. If they refuse to leave or the rental facility 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 rental facility you are renting. Signs indicating your rental will be posted at the facility the day of the rental. You agree to pay for any damages or clean up expenses that occur as a result of your rental including those that might exceed your damage deposit.

You agree that all tents, stakes, or any other items that are driven or placed into the ground of the Great Lawn shall be done by the Storm Lake Parks Department or will have prior written approval of the Storm Lake Parks Departments.

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

Renter

Signature:

Nataly Lava

Date:

9/15/20

This Section - City of Storm Lake Use Only

Payment Rec'd Date:

Rental Taken By:

Payment Method

Deposit Payment Method

☐ Cash

Receipt #:

☐ Cash

☐ Check

Check #:

☐ Check

Check #:

☐ Credit Card

Card Type:

☐ Returned

Date:

Administrative Checklist

☐ Put on Rental Calendar

☐ Put on Web Calendar

☐ Parks Dept. Notified

Staff Summary

9/21/2020

Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

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

BACKGROUND: Summit Church, on behalf of the Soccer Association, would like to use tennis courts at Chautauqua Park for soccer tournaments September 27 2020 through October 25, 2020. The Soccer Association would place inflatable fields on both courses. The estimated attendance for this event would be approximately 100.

The City does require the Soccer Association to provide insurance coverage of \$1,000,000 and to name the City as Additional Insured.

FISCAL IMPACT: There is a \$150 fee per day fee for electrical needs. City Council may consider additional deposit or fees necessary as this event is changing the use which was not intended during original design.

RECOMMENDATION:

ATTACHMENTS:

Description	Type
▣ Park Reservation	Application
▣ Soccer Association Insurance	Backup Material
▣ Soccer Inflatable Field	Backup Material
▣ Chautauqua Park Tennis Court Diagram	Backup Material

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 #:	7122002200		
Mailing Address:	1000 south main st	Email:	office@summitefc.com		
City:	Alta	State:	IA	Zip:	51002
Cell Phone:	(712) 660-3157				
2nd Contact:	Renato Jimenez	Position/Relationship:	Associate Pastor		
Email:	renato.jimenez@summitefc.com	Cell Phone:	(712) 660-3157		

Requested Park:	Chautauqua Park	Event Date:	9/27/20-10/25/20
Event Type:	Community Event	Event Start Time:	12pm
		Event End Time:	6pm

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.

100

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.

Yes

Are you requesting Street closures? ☐ No Which Streets?

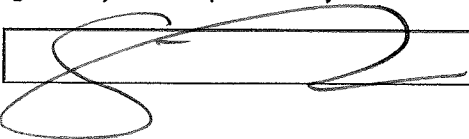
Starting Time: Ending Time:

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  Date: 9.16.20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2020

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

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

PRODUCER American Church Group IA/Platte River 7647 NE Bluff Dr. Bondurant, IA 50701	CONTACT NAME: PHONE (A/C, No. Ext): (866) 342-3892 FAX (A/C, No): (877) 314-5382 E-MAIL ADDRESS: service.ia@americanchurchgroup.com
INSURED Summit Evangelical Free Church 1000 South Main Alta, IA 51002	INSURER(S) AFFORDING COVERAGE INSURER A: Brotherhood Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 13528

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

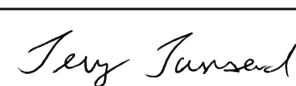
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			14M444344	05/22/2018	05/22/2021	EACH OCCURRENCE \$ 2,000,000.00
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00				
			MED EXP (Any one person) \$ 10,000.00				
			PERSONAL & ADV INJURY \$ 2,000,000.00				
						GENERAL AGGREGATE \$ 6,000,000.00	
						PRODUCTS - COMP/OP AGG \$ 6,000,000.00	
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

In accordance with the Additional Insureds provision endorsed to the policy in the Liability and Medical Coverage Form (BGL-11), the City of Storm Lake is named as additional insured on policy 14M444344 in relation to the Soccer tournament being held September 20, 2020 through October 25, 2020

CERTIFICATE HOLDER

CANCELLATION

City of Storm Lake 620 Erie Street Storm Lake, IA 50588	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Staff Summary

9/21/2020

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: Brian Oakleaf, Finance Director

SUBJECT: **Motion To Approve Contract For Post-Employment Benefits Actuarial Study**

BACKGROUND: GASB 75 requires public entities to reflect the value of the post-employment benefits (health, life, dental, etc.) provided to retired employees in our audited financial statements. Most of this financial liability relates to employees who retire before the age of 65. This section of the Iowa Code allows the retirees to continue participation in the group plan or under the group contract at the employee's own expense until the employee attains 65 years of age.

The City of Storm Lake has Other Post Employment Benefits (OPEB) liability. We are required to complete the actuarial because we allow retired employees to stay on our insurance at the full cost of the benefit through COBRA.

The firm will provide necessary services to ensure that we are in compliance with GASB 75, including:

- Actuarial Value of Benefits
- Valuation assumptions
- GASB 75 required financial information and footnote disclosures
- Provide an actuarial certification

Silverstone Group has provided Actuarial Services for the City multiple times and has a good history of providing these types of services to the City.

FISCAL IMPACT: The cost of the study is a not to exceed amount of \$3,450, actual bills have been around \$2,000.

RECOMMENDATION: Approve the contract with Silverstone Group, Incorporated.

ATTACHMENTS:

Description	Type
 Actuary Services Agreement	Contract

**ACTUARIAL SERVICES AGREEMENT
FOR ALTERNATIVE MEASUREMENT METHOD**

BETWEEN

SILVERSTONE GROUP, INCORPORATED

AND

CITY OF STORM LAKE, IOWA

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Actuarial Services Agreement for Alternative Measurement Method

THIS ACTUARIAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective as of the _____ day of _____, 2019 (the “Effective Date”), by and between SilverStone Group, Incorporated, (hereinafter referred to as Consultant), and City of Storm Lake, Iowa (hereinafter referred to as the Client).

WITNESSETH

WHEREAS, the Client maintains several employee benefit plans which are under the general management and administration of the Client.

WHEREAS, subject to the terms and conditions set forth herein, the Client deems it appropriate to engage SilverStone Group to provide certain actuarial services for the plans, and SilverStone Group desires to accept such engagement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Contract for Services.** The Client hereby contracts with SilverStone Group for their services as actuaries to the plans, and SilverStone Group hereby accepts such contract and agrees to provide such services in accordance with this Agreement.
2. **Actuarial Services.** SilverStone Group shall render such services as actuaries to the plans as requested by the Client. Such services shall specifically include, but shall not be limited to, the services described as follows:
 - a. Actuarial Valuation and Report
 - a. Governmental Accounting Standards Board GASB 75
 - Analyze the data prepared by the Client to assess any inconsistencies and make recommendations for enhancing data quality
 - Measurement of the Present Value of Future Benefits (PVFB) as of the date of compliance with GASB 75
 - Measurement of the Actuarial Accrued Liability (AAL), or Total OPEB Liability, as of the date of compliance with GASB 75
 - Calculation of the Net OPEB Liability as of the date of compliance with GASB 75
 - Calculation of the OPEB Expense for the fiscal year of compliance with GASB 75 which would be the basis for the reported annual cost of the plans for accounting purposes, and
 - Schedule of the Deferred Inflows and Outflows of Resources that will be disclosed in the Client’s financial reports for the fiscal year in compliance with GASB 75

- b. Assist in preparation of the necessary material for the Comprehensive Annual Financial Report to comply with GASB reporting and disclosure requirements. Provide tools or direction in complying with the requirements after engagement is complete.
- c. As appropriate and if requested, prepare an analysis on how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.
- d. As appropriate and if requested, provide recommendations on managing the OPEB liability. This may include changes in benefit design or retiree contributions, including specific recommendations and options.
- e. As appropriate and if requested, review and update plan documents and design. Make recommendations as to formalizing informal plans and procedures.
- f. General Actuarial Consulting Services

Relating to: (i) administration of the plans; (ii) general trends in actuarial practices; and (iii) changes in federal legislation and regulations, all upon request by the Client.

- g. Attendance at Meeting

If requested, the actuary may attend a meeting to review and discuss results of the annual actuarial valuation. We will distribute and discuss a management summary of the valuation at the annual meeting.

- h. Additional Valuation Results

At the request of the Client, SilverStone Group will extend the actuarial valuation analysis to determine the effect on annual costs and the funded status of the plans as a result of:

- a change in actuarial assumptions or actuarial methods
- a change in eligibility requirements of existing benefit provisions
- changes in benefit provisions

- i. Report to Auditors/Assisting Auditors

At the request of the Client, SilverStone Group will respond to the auditor's request for information regarding the annual actuarial valuation and financial disclosures that may be needed to provide the audit confirmation.

3. **Other Consulting Services.** SilverStone Group will provide, at the Client's request, additional consulting services to the plans. These services may include, but are not limited to, (i) additional meetings; (ii) plan design analysis; (iii) merger/acquisitions and impact on the existing plans or the plans of acquired entities; (iv) plan document or plan summary reviews; (v) any other actuarial or administrative consulting services deemed necessary or appropriate by the plans of the Client; (vi) suggestions/recommendations by SilverStone Group.
4. **Actuarial Fees.** As consideration for any of the services set forth in Paragraphs 2 and 3 above, the Client agrees to pay SilverStone Group fees based on direct expenses, related travel expenses and hourly time charges that are based on the time recorded to complete the services and the hourly billing rates for the designated personnel as follows:

Principal Actuary	\$260
OPEB Actuarial Analyst	\$175
Group Medical Consultant	\$300

However, for the 2020 fiscal year valuation, SilverStone Group will guarantee the maximum fees to complete the services set forth in Paragraph 2a and 2b will be no more than \$2,250. The maximum fees will be no more than \$1,200 for services set forth in Paragraph 2g.

Hourly rates for years following 2019 may be increased to reflect trends in hourly rates, but any increase will not exceed 5% for each year following 2019.

5. **Invoices.** SilverStone Group shall provide the Client with quarterly invoices not later than the twenty-fifth (25th) day of the month following each calendar quarter. These invoices shall set forth the amount of fees above for the preceding calendar quarter.

Payment for services must be made within 30 days of receipt of invoice. Payments made subsequent to such period, shall be subject to a late charge and interest at a rate of 5%.

6. **Term.** The term of this Agreement shall commence on the Effective Date, and shall continue through December 31, 2022, unless terminated before that time by the Client. The continuation of the agreement shall be contingent upon the periodic review by the Client of the services being provided by SilverStone Group. This Agreement may be renewed for additional annual periods by mutual written agreement by both parties.
7. **Termination.** Either party to this Agreement may terminate the Agreement (with or without cause) upon delivery, at least 60 days' advance written notice to the other party. In the event that the Client exercises its right to terminate the Agreement as provided herein, Consultant shall be entitled to payment pursuant to Paragraph 5 herein, for services actually rendered to the Client prior to the date of termination.

SilverStone Group may terminate this agreement at any time, with or without cause, by providing delivery of at least 60 days written advance notice to the County.

8. **Indemnification of the Plans.** Consultant shall defend, indemnify and hold the Client harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorneys' fees and court costs, suffered or incurred by the Client arising from or as a result of gross negligence, fraud or willful misconduct by Consultant or any representative, agent or employee of Consultant, or any such party's failure to perform its duties and obligations under this Agreement.

The Client shall defend, indemnify and hold Consultant harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorney's fees and court costs, suffered or incurred by Consultant arising from or as a result of gross negligence, fraud or willful misconduct by the Client or any representative, agent or employee of the Client or any such party's failure to perform its duties and obligations under this Agreement.

9. **Insurance.** From and after the Effective Date and continuing throughout the term of this Agreement, Consultant shall, at their sole cost and expense, carry and maintain in full force and effect a professional liability/errors and omissions insurance policy with a policy limit of not less than Fifteen Million Dollars (\$15,000,000), issued by an insurance company. If requested, Consultant shall provide the Client with a certificate evidencing such coverage. Consultant shall provide the Client with not less than sixty (60) days prior written notice of any proposed change in the type, coverage or amount of insurance required hereunder.

10. **Access to and Ownership of Files and Information.** Consultant hereby acknowledges and agrees that the Client and the Client's authorized representatives, agents and employees shall have access to and the right to examine, inspect, audit, transcribe and copy during Consultant's normal business hours, any and all accounts, books, documents, records and papers relating to the services provided pursuant to this Agreement. All such examinations shall be at the Client's expense and shall be conducted in a manner which preserves the confidentiality of Consultant's records and business operations.

All intellectual property rights (such as copyrights and trade secrets) relating to materials and information developed by or relating to the plans and disclosed or supplied to Consultant under this Agreement (the "Plans Information") will belong exclusively to the Client. All intellectual property rights (such as copyrights and trade secrets) relating to Consultant's work product (including all materials and information developed by Consultant in the course of performing services under this Agreement, but excluding Plans Information) ("Consultant's Work") will belong exclusively to Consultant. If personnel of Consultant incorporate into Consultant's Work any information relating to the plans to which Consultant's confidentiality obligations under this Agreement apply, the information so incorporated into Consultant's work will be and remain subject to such confidentiality obligations. Consultant hereby grants to the Client the perpetual and unrestricted right to use, reproduce and incorporate into other work all Consultant's work delivered to the Client under this Agreement for any internal business purpose of the Client.

11. **Confidential Treatment of Plan Files and Information.** SilverStone Group acknowledges and agrees that, in the course of rendering their actuarial services and otherwise performing their duties and obligations hereunder, they shall be provided and entrusted with the safekeeping of certain documents and information relating to the Client and its property and accounts (hereafter referred to as “Plans Files”). All such Plans Files shall at all times during the term of this Agreement and for a period of five (5) years thereafter, be treated by SilverStone Group as strictly confidential and sensitive proprietary business information. SilverStone Group shall maintain commercially reasonable policies and procedures to ensure the confidentiality and safekeeping of such Plans Files and shall not, except in accordance with the express terms of this Agreement or with the prior written consent of the Client, disclose or permit the disclosure of any Plans Files to any person or entity whatsoever other than SilverStone Group’s employees, officers and agents directly assigned to provide actuarial services to the plans hereunder, each of which shall be provided with such Plans Files solely on a “need-to know” basis and shall be bound by the confidentiality provisions of this Paragraph 11. The parties hereto acknowledge and agree that the confidentiality provisions set forth in this Paragraph 11 shall not apply to: (i) information which is already known to SilverStone Group prior to disclosure by the Client; (ii) information which is in the public domain or is otherwise generally available to the public; (iii) information which is available to SilverStone Group from third parties, which third parties and information are not subject to non-disclosure obligations to the Client; or (iv) information which is independently developed by SilverStone Group. Furthermore, in the event any court or regulatory order or other service of legal process requires SilverStone Group to disclose information subject to the confidentiality provisions of this Paragraph 11, SilverStone Group, after providing written notice to the Client as soon as reasonably possible after receipt of any such order or service of process, shall be permitted to make any disclosure required by law. SilverStone Group further agrees to cooperate with the Client in responding to any such orders. SilverStone Group acknowledges and agrees that any breach, attempted breach or repudiation of the confidentiality requirements set forth in this Paragraph 11 would produce irreparable harm and injury to the Client and therefore agree that specific performance and/or injunctive relief, in addition to any other remedies available to the Client at law or in equity, shall be remedies available to prevent the breach, attempted breach or repudiation of this Paragraph 11.
12. **Integrated Agreement; Severability.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties relating to the subject matter hereof and not embodied in this Agreement, shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.

13. **Governing Law.** The statutes, regulations, and judicial interpretations of the laws of the State of Iowa shall determine all questions arising with respect to the provisions of this Agreement, except to the extent federal statutes supercede the laws of the State of Iowa.
14. **Actuarial Personnel.** SilverStone Group shall at all times throughout the term of this Agreement maintain a team of qualified professionals comprised of designated full-time employees/ principals of SilverStone Group who are permanently assigned to monitor, oversee and provide on a daily basis all of the actuarial services to be provided to the plans hereunder, and to receive and address all concerns communicated by the Client. The Client, in its sole discretion, shall have the right to demand the replacement of any individuals assigned to provide actuarial services to the Client hereunder, in which case SilverStone Group shall immediately replace such person(s) with qualified replacements acceptable to the Client in its sole discretion. SilverStone Group shall provide the Client with not less than thirty (30) days advance written notice of any personnel changes or changes in SilverStone Group's management or organizational structure which may have an impact on SilverStone Group's performance hereunder. SilverStone Group shall use its good faith best efforts to minimize any disruption or interference with the actuarial services provided to the Client as a result of any such management, organizational or personnel changes.
15. **Limitation of Liability.** Except for fraud, gross misconduct or willful misconduct by SilverStone Group, its affiliated companies, shareholders, associates or Board members, neither party will be liable to the other party for any indirect, consequential, incidental, special or punitive damages, including but not limited to loss of profit, income or savings, even if advised of such possibility, and neither party's total liability arising out of or related to this proposal for services under any theory of law will exceed the total remuneration payable by the Client, to SilverStone Group in the 12 months before the accrual of the cause of action giving rise to liability.
16. **Dispute Resolution.** Any controversy, dispute or questions arising out of, in connection with or in relation to this agreement, between the Client and SilverStone Group, its affiliated companies, shareholders, associates, or Board members or its interpretation, performance or nonperformance or any breach thereof shall be resolved through mediation before a mediator mutually agreed upon by the parties. In the event mediation fails to resolve the dispute within 30 days after a mediator has been agreed upon or such other longer period as may be agreed to by the parties, such controversy, dispute or question shall be settled by arbitration in accordance with the rules of the American Arbitration Association as applied to Nebraska by a sole arbitrator. Any court having jurisdiction thereof may enter a judgment upon the award rendered by the arbitrator. Each party will advance ½ of the cost for the arbitration. The prevailing party will be entitled to the right to record any judgment in any and all jurisdictions in order to enforce the judgment and an allocation of cost within accordance with the arbitrator's decision.

IN WITNESS WHEREOF, the Client and Consultant have duly executed this **ACTUARIAL SERVICES AGREEMENT** effective as of the day and year first above written.

CLIENT:

CONSULTANT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Addresses

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

SilverStone Group, Incorporated
11516 Miracle Hills Drive, Suite 100
Omaha, NE 68154

Staff Summary

9/21/2020

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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 14-R-2020-2021 Approving the FY 2020 Street Finance Report**

BACKGROUND: The Code of Iowa, Chapter 312, Section 14, requires the submission of an annual Street Finance Report to the Iowa Department of Transportation. This report includes all activity for the fiscal year in the Road Use Tax Fund, as well as an accounting of other street related revenues and expenses. For the purposes of this report, any use of Storm Water funds attached to street projects is also included. This report must be approved by resolution as the official 2019-2020 Fiscal Year Street Finance Report prior to its submission.

In Fiscal Year 2020 the City received \$1,362,635 in Road Use Tax Funds and used \$346,690 from other sources. The City had a total of \$1,527,615 in street related expenditures, an increase of 10.01% over 2019

A summary of FY2020 expenditures:

Roadway Maintenance/Repairs:	\$772,807 (up 10.25%)
Snow Removal:	\$175,591 (up 7.7%)
Traffic Services	
(Inc, Electric)	\$226,562 (up 6.7%)
Debt Service	\$149,925 (down 30.9%)
Equipment:	\$202,730 (down 2.9%)

Fund Balance:

7/1/2020	\$1,354,287
7/1/2019	\$1,015,667
7/1/2018	\$ 768,052
7/1/2017	\$ 715,397
7/1/2016	\$ 453,101

FISCAL IMPACT: There is no financial impact unless the report is not approved and

submitted in a timely manner, in which case the City would not receive their allocations of Road Use Tax dollars until such time as the report was submitted and approved by the State of Iowa.

RECOMMENDATION: Adopt Resolution No. 14-R-2020-2021

ATTACHMENTS:

Description		Type
☐	2020 SFR Summary Pages	Backup Material
☐	Resolution No. 14-R-2020-2021	Resolution

Street Finance Report for Storm Lake 2020

Expenses	General Fund Streets (001)	SpecialRevenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Salaries - Roads/Streets		\$281,349					\$281,349
Benefits - Roads/Streets			\$154,006				\$154,006
Training & Dues		\$2,475					\$2,475
Building & Grounds Maint. & Repair		\$1,848					\$1,848
Vehicle & Office Equip Operation and Repair		\$30,233					\$30,233
Operational Equipment Repair		\$19,886					\$19,886
Street Lights		\$6,537					\$6,537
Other Utilities		\$9,836					\$9,836
Engineering		\$5,901					\$5,901
Insurance		\$969					\$969
Legal		\$236					\$236
Medical		\$172					\$172
Payments to othe agencies		\$2,000					\$2,000
Printing		\$299					\$299
Rents & Leases		\$576					\$576
Street Maintenance Expense		\$6,088					\$6,088
Technology Expense		\$22,369					\$22,369
Other Professional Services		\$1,216					\$1,216
Operating Supplies		\$58,145					\$58,145
Heavy Equipment		\$202,730					\$202,730
Other Capital Equipment		\$59,991					\$59,991
Right-of-Way		\$45,675					\$45,675
Street - Safety/Environment		\$63,000					\$63,000
Principal Payment				\$145,000			\$145,000
Interest Payment				\$4,425			\$4,425
Bond Registration Fees				\$500			\$500
Street Lighting		\$197,170					\$197,170
Traffic Control/Safety		\$29,392					\$29,392
Snow Removal		\$136,803	\$38,788				\$175,591
Total	\$0	\$1,184,896	\$192,794	\$149,925	\$0	\$0	\$1,527,615

Street Finance Report for Storm Lake 2020

Revenues	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Levied on Property			\$192,794	\$153,896			\$346,690
Interest		\$160,881					\$160,881
State Revenues - Road Use Taxes		\$1,362,635					\$1,362,635
Total	\$0	\$1,523,516	\$192,794	\$153,896	\$0	\$0	\$1,870,206

Street Finance Report for Storm Lake 2020

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
Erie Street Bond	\$295,000	\$145,000	\$4,425	\$145,000	\$4,425	\$150,000

Street Finance Report for Storm Lake 2020

Description	Model Year	Usage Type	Cost	Purchased Status
John Deere 672CH II Road Grader	2004	Purchased	\$155,900	No Change
Case 580 Backhoe	1993	Purchased	\$34,307	No Change
John Deere 6300 Tractor	1997	Purchased	\$36,692	No Change
Chevy 3500 Truck	1992	Purchased	\$14,327	No Change
Chevy C/70 Truck	1990	Purchased	\$22,995	No Change
Chevy C/70 Truck	1983	Purchased	\$67,738	No Change
Chevy C/70 Truck	1986	Purchased	\$20,000	No Change
Chevy C/70 Truck	1988	Purchased	\$21,984	No Change
Kubota B300 Asphalt Roller	1991	Purchased	\$16,280	No Change
Chevy 3500 Truck	1990	Purchased	\$15,000	No Change
Chevy 3500 Truck	1995	Purchased	\$18,698	No Change
Chevy Kodiak Truck	1995	Purchased	\$41,703	No Change
Caterpillar 930 Endloader	1984	Purchased	\$74,500	No Change
International 4700 Truck	1997	Purchased	\$36,607	No Change
John Deere 624G Loader	1997	Purchased	\$61,638	No Change
Chevy C/8500 Truck	1999	Purchased	\$67,000	No Change
Freightliner FL80 Truck	2002	Purchased	\$57,177	No Change
Komatsu WA250 Loader	2002	Purchased	\$98,725	No Change
Freightliner 2 Ton Truck	2008	Purchased	\$70,000	No Change
Ford F313 Truck	2003	Purchased	\$31,125	No Change
Chevy CC850 Dump Truck	2003	Purchased	\$74,055	No Change
Backhoe Hammer	2011	Purchased	\$11,500	No Change
ALF Condor Lite Sweeper Truck	2008	Purchased	\$195,000	No Change
Stump Grinder	2011	Purchased	\$30,324	No Change
Sterling Tandem Dump Truck	2002	Purchased	\$69,995	No Change
International 7400 Plow Truck	2014	Purchased	\$67,600	No Change
Chevy Silverado	2018	Purchased	\$41,872	No Change
Volvo Wheel Loader	2019	Purchased	\$122,900	No Change
Western Star 4700SF	2017	Purchased	\$145,000	No Change
Bobcat 5610	2017	Purchased	\$56,278	No Change

Street Finance Report for Storm Lake 2020

Project Description	Contract Price	Final Price	Contractor Name
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No projects found

Street Finance Report for Storm Lake 2020

Summary	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Beginning Balance		\$1,015,667	\$290,183	\$25,524			\$1,331,374
Expense		\$1,184,896	\$192,794	\$149,925			\$1,527,615
Revenue		\$1,523,516	\$192,794	\$153,896			\$1,870,206
Ending Balance		\$1,354,287	\$290,183	\$29,495			\$1,673,965

Resolution Number:

Execution Date:

Signature:

RESOLUTION NO. 14-R-2020-2021

**RESOLUTION APPROVING THE UPDATED 2019-2020 FISCAL YEAR STREET
FINANCE REPORT**

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

That the updated 2019-2020 Fiscal Year Street Finance Report be approved.

PASSED AND APPROVED this 21st day of September, 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/21/2020

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: David Derragon, Assistant City Manager

SUBJECT: **Motion Setting the Public Hearing for the 2020 Sanitary Sewer Cleaning & Televising Plans, Specifications, and Form of Contract**

BACKGROUND: Eight NRDC-HUD funded projects were originally approved. There is a possibility of using remaining funds to allow for additional improvements of sanitary sewer mains in the vicinity of the previous 7th and Geneseo project as well as the Violet/Tulip/Rose Lane neighborhood. The intended public infrastructure improvements entail CIPP lining of existing 8" mains and associated manhole rehabilitation within the improvement areas.

This portion of the effort will entail cleaning and televising of the sewer mains. The collected televising data will reveal the condition of the pipes and allow the design engineers to identify the appropriate means of rehabilitation for the system.

The Engineer's Opinion of Probable Cost is \$24,770.00. The project is one of eight NRDC-HUD funded projects with federal funding entailing 75% and local match 25%.

To move forward with the bidding process, a public hearing is planned for October 19, 2020 at 5:00 p.m. in City Council Chambers.

FISCAL IMPACT: The Engineer's Opinion of Probable Construction Cost is \$24,770.00 (75% federal funding/25% local match)

RECOMMENDATION: Approve setting a Public Hearing for 5:00 p.m. on October 19, 2020 in City Council Chambers.

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

2020 Sanitary Sewer Cleaning & Televising 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 October 19, 2020, at 620 Erie Street, in Storm Lake, Iowa.

Project Description: The work includes cleaning and televising approximately 12,310 LF of sanitary sewer mains.

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

Mayra Martinez
City Clerk



PROJECT MANUAL

2020 Sanitary Sewer Cleaning & Televising

City of Storm Lake

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



Bolton-Menk.com

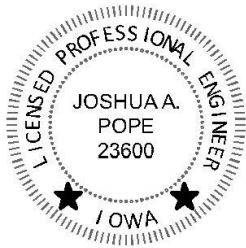
SECTION 00005 – CERTIFICATION

PROJECT MANUAL

for

2020 Sanitary Sewer Cleaning & Televising

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: September 8, 2020

Joshua A. Pope

License No. 23600

My renewal date is 12/31/2021

Pages or sheets covered by this seal:

All Sheets

SECTION 00010 - TABLE OF CONTENTS

2020 Sanitary Sewer Cleaning & Televising 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
- 00500 - CONTRACT
- 00501 - FEDERAL LABOR STANDARDS PROVISIONS
- 00502 - WAGE DECISION
- 00610 - PERFORMANCE & PAYMENT BOND
- 00800 - SPECIAL PROVISIONS
- 00900 - NOTICE OF AWARD
- 00910 - NOTICE TO PROCEED
- 00920 - LETTER OF TRANSMITTAL

TECHNICAL SPECIFICATIONS:

- 01000 - SANITARY SEWER TELEVISION, CLEANING AND INSPECTION

DRAWINGS:

2 sheets bearing the following general title:

2020 Sanitary Sewer Cleaning & Televising
City of Storm Lake

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2020 EDITION
unless modified herein.**

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

SECTION 00100 - NOTICE TO BIDDERS

2020 Sanitary Sewer Cleaning & Televising
City of Storm Lake

Time and Place for Filing Sealed Proposals. Sealed bids for the work described below must be filed before 3:00 P.M. on September 24, 2020, in the office of the City Clerk, 620 Erie Street, Storm Lake, IA 50588, **OR** filed online via Quest CDN.

Time and Place Sealed Proposals Will be Opened and Considered. Proposals for the work described below will be received online through QuestCDN.com **OR** in the office of the City Clerk, until 3:00 PM on September 24, 2020 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/3hyE5MZ> Call: 612-428-8778, Conference ID: 505 422 970

The results will be reported to the City of Storm Lake at its meeting at 5:00 P.M. on October 5, 2020 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 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 November 30, 2020.

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 and payment 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 #7283452 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

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

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

PROJECT DESCRIPTION: The work includes cleaning and televising approximately 12,310 LF of sanitary sewer main in Storm Lake, IA.

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

2020 Sanitary Sewer Cleaning & Televising City of Storm Lake

The work comprising the above referenced project shall be completed in accordance with the SUDAS Standard Specifications, 2020 Edition, and Special Provisions and Technical Specifications 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 may 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 If a written proposal is delivered to City Hall, the proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder. The Proposal and Bid security shall be deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. The City will also 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. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction or filed online via Quest CDN prior to the time for opening bids along with the appropriate bid security. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- 2.02 If a written proposal is delivered to City Hall, the following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal.
 - 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 If a written proposal is delivered to City Hall, the signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.

- 2.04 If a written proposal is delivered to City Hall, documents must be submitted as printed where no alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.
- 2.04 Division 1 - General Provisions and Covenants of the 2020 SUDAS Standard Specifications is modified as follows:
- A. Section 1020.1.09B, Unit Price Attachment.
- A computer-generated unit price attachment may be submitted by the Bidder as specified by this Section.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

- 3.01 The work is located in the City of Storm Lake.
- Work 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 as 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:
- A. 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 and protect and save harmless City of Storm Lake from claims and damages of any kind caused by the operations of the contract.
- 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

2020 Sanitary Sewer Cleaning & Televising 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 below referenced work. The undersigned Bidder hereby proposes to complete the work as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the work on 2020 Sanitary Sewer Cleaning & Televising.

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 Project 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 Project Cost shall be used only for the comparison of bids. The jurisdiction shall only use the Total Project Cost for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

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

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

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and

3. Commence the work upon written Notice to Proceed; and
4. Substantially complete the work on or before as detailed in Section 00500 – Contract.

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.

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.

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	TELEVISIONING, CLEANING, & INSPECTING SANITARY SEWER MAIN, 6"	LF	300	\$	\$
2	TELEVISIONING, CLEANING, & INSPECTING SANITARY SEWER MAIN, 8"	LF	11,710	\$	\$
3	TELEVISIONING, CLEANING, & INSPECTING SANITARY SEWER MAIN, 10"	LF	300	\$	\$
			TOTAL AMOUNT BID:		\$

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

Bidder Name

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SECTION 00420 - BID BOND

**2020 Sanitary Sewer Cleaning & Televising
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:

2020 Sanitary Sewer Cleaning & Televising

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 work 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 00500 - CONTRACT
2020 Sanitary Sewer Cleaning & Televising
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 2020 Sanitary Sewer Cleaning & Televising 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 completed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by the Special Provisions and Technical 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:

2020 Sanitary Sewer Cleaing & Televising

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 November 30, 2020.
- B. 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
2020 Sanitary Sewer Cleaning & Televising
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.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	TELEVISIONING, CLEANING, & INSPECTING SANITARY SEWER MAIN, 6"	LF	300	\$	\$
2	TELEVISIONING, CLEANING, & INSPECTING SANITARY SEWER MAIN, 8"	LF	11,710	\$	\$
3	TELEVISIONING, CLEANING, & INSPECTING SANITARY SEWER MAIN, 10"	LF	300	\$	\$
			TOTAL AMOUNT BID:		\$

PERFORMANCE & PAYMENT BOND

2020 Sanitary Sewer Cleaing & Televising
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 Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the 2020 Sanitary Sewer Cleaning & Televising 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.

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.

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 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 & 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.

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SECTION 00501 - FEDERAL LABOR STANDARDS PROVISIONS

2020 SANITARY SEWER CLEANING & TELEVISION

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

2020 SANITARY SEWER CLEANING & TELEVISIONING

CITY OF STORM LAKE

"General Decision Number: IA20200028 06/12/2020

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 \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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	06/12/2020

SUIA2020-001 10/18/2017

	Rates	Fringes
Carpenter & Piledriversmen		
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
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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 stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge 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 PILEDRIVERMEN, 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.

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"

SECTION 00800 - SPECIAL PROVISIONS

FOR

2020 Sanitary Sewer Cleaning & Televising
City of Storm Lake

1. CONTRACT PROVISIONS
2. DEFINITION AND INTENT
3. GENERAL PROVISIONS AND COVENANTS
4. WORK REQUIRED
5. STANDARDS AND CODES
6. EMPLOYMENT PRACTICES
7. RESPONSIBILITIES OF CONTRACTOR
8. INCIDENTAL CONTRACT ITEMS

1) CONTRACT PROVISIONS

a) Completion Date

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

b) 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 2020 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 Tulip Lane Stormwater 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 2020 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, 1.15 - Additional Contractor Responsibilities.

- (a) Section 1050 1.15 is eliminated; Automatic machine guidance is permitted

4) WORK REQUIRED

- a) Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the completion of the 2020 Sanitary Sewer Cleaning & Televising project as described in the Official Publication.

5) STANDARDS AND CODES

- a) Construct improvements with best present day practices and equipment.
- b) Conform with and test in accordance with applicable sections of the following guidelines, standards, and codes.
 - i) National Association of Sewer Service Companies (NASSCO)
 - ii) American Society for Testing and Materials (ASTM).
 - iii) Iowa Department of Natural Resources (IDNR)
 - iv) American National Standards Institute (ANSI).
 - v) Federal Specifications (FS).
 - vi) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
 - vii) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 - viii) Standards and Codes of the State of Iowa and the ordinances of the Owner.
 - ix) Other standards and codes which may be applicable to acceptable standards of the industry for equipment and materials under the contract.

6) 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 of 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.

7) 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 keep cleanup current with work operations.

e) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

8) 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:

Mobilization
Traffic Control

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

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

PROJECT TITLE: 2020 Sanitary Sewer Cleaning & Televising _____

PROJECT DESCRIPTION: Cleaning and televising approximately 12,310 LF of sanitary sewer main in Storm Lake, IA. _____

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 _____, 2020, 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 _____, 2020.

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 _____, 2020

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 _____, 2020.

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: 2020 Sanitary Sewer Cleaning & Televising

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 _____, 2020. The Contract Time shall commence to run on Anticipated start date: _____, 2020. 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 _____, 2020.

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 01000 - TECHNICAL SPECIFICATIONS

SANITARY SEWER TELEVISION, CLEANING, AND INSPECTION

City of Storm Lake

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 pipe cleaned, televised and inspected.
- 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 pipe cleaned, televised and inspected. 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 manholes and pipes to be cleaned, televised, and inspected.
 - 2. All files shall be named and/or numbered providing location of the specific manholes and pipes cleaned, televised, and inspected.
- F. A summary report shall be provided with the submittals. The summary shall include a table showing the following information:
 - 1. Manhole and pipe identification numbers.

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 shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections.
3. 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.
4. A USB Flash Drive and suitable log shall be kept of all televising and submitted to the owner.
5. 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.
6. 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. Contractor shall secure their own water source. Access to City of Storm Lake water source(s) and associated compensation shall be coordinated with the City of Storm Lake. The amount of water will be determined by the Engineer and coordinated with the City of Storm Lake'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 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 fan 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.



Legend

- Sanitary Service
- Sanitary Structures**
 - + Cleanout
 - PS Lift Station
 - Manhole
 - + Valve
- Sanitary Pipes**
 - Abandoned Pipe
 - Force Main
 - Gravity Main
- City Limits
- Lot Lines
- Parcels (10-16-2018)
- Televising Sanitary Manhole
- Clean & Televising 8" Sanitary Sewer

Notes

1) Manhole identification numbers match those on Storm Lake's GIS application.

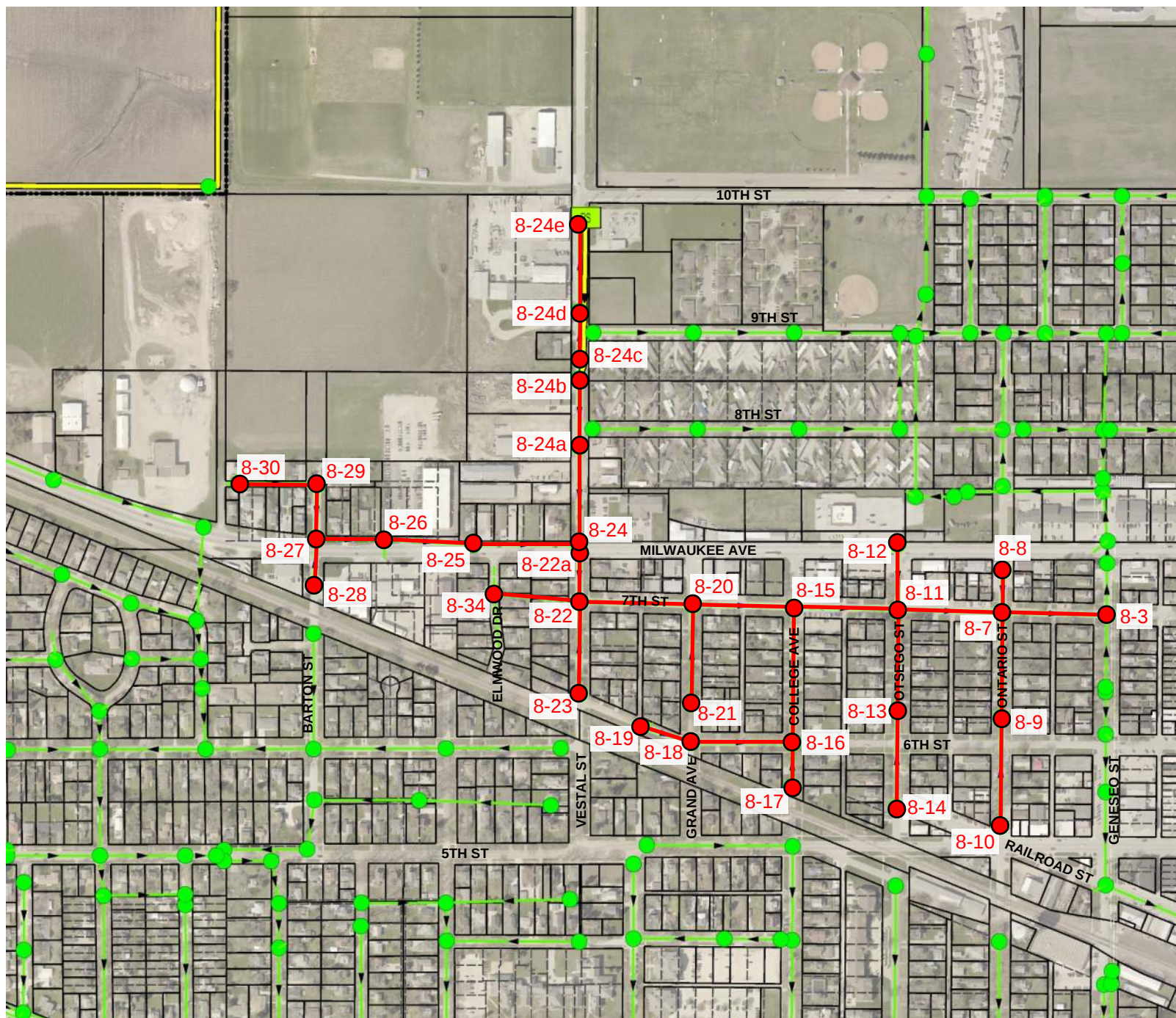
2) No manholes shall be accessed within Iowa DOT Right-Of-Way. This would include IA Hwy 7 (Milwaukee Ave).

2020 Sanitary Sewer Cleaning & Televising



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.



0 500 Feet



Legend

- Sanitary Service
- Sanitary Structures**
 - + Cleanout
 - PS Lift Station
 - Manhole
 - + Valve
- Sanitary Pipes**
 - Abandoned Pipe
 - Force Main
 - Gravity Main
- City Limits
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- Televising Sanitary Manhole
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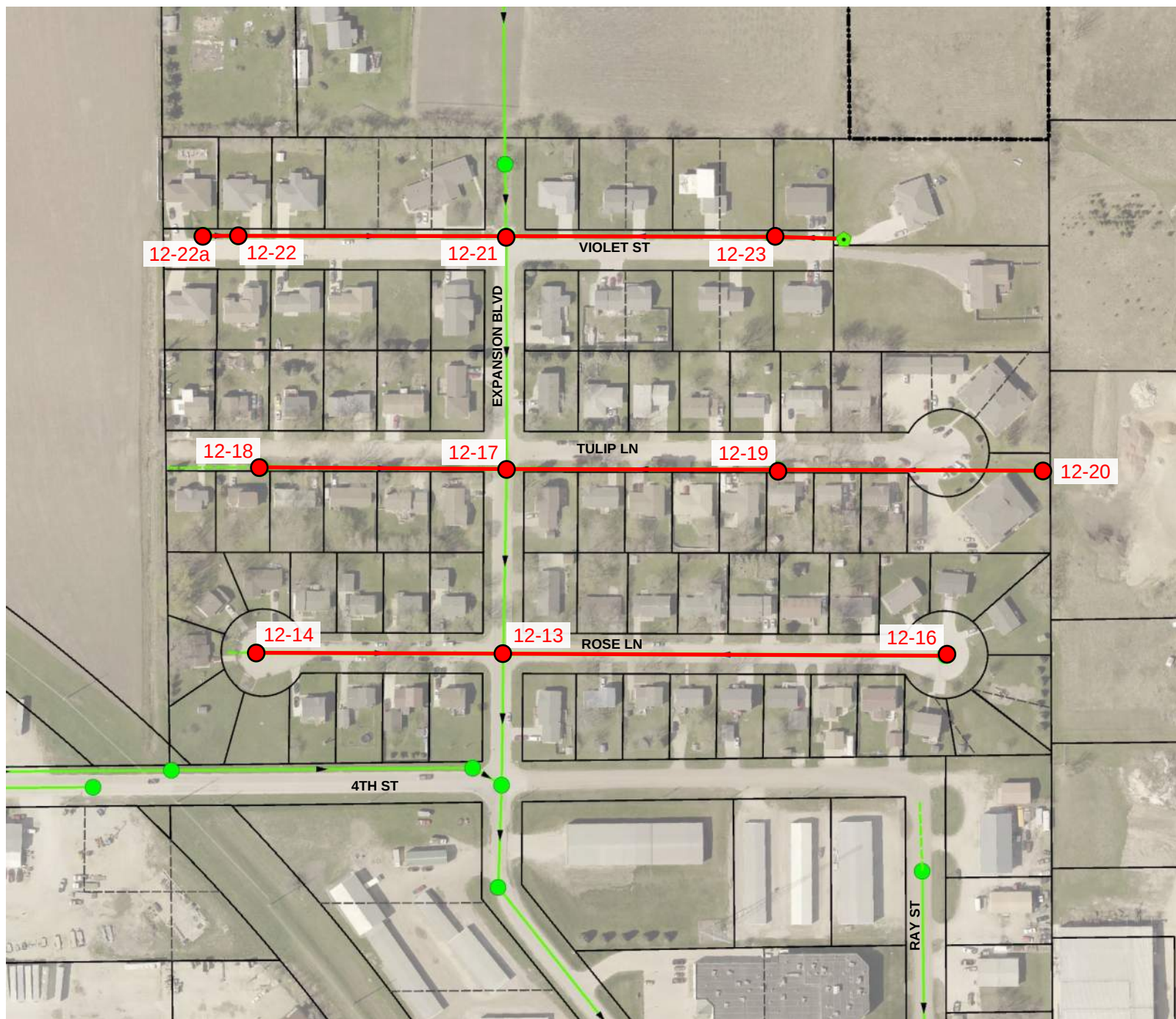
Note
Manhole identification numbers match those on Storm Lake's GIS application.

2020 Sanitary Sewer Cleaning & Televising



Disclaimer:

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0 200 Feet

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BOLTON & MENK
Real People. Real Solutions.

ENGINEER'S ESTIMATE

2020 SANITARY SEWER CLEANING & TELEVISION

CITY OF STORM LAKE

BMI PROJECT NO. P11.122266



Real People. Real Solutions.

September 8, 2020

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
1	TELEVISION, CLEANING, & INSPECTING SANITARY SEWER MAIN, 6"	LF	300	\$2.25	\$675.00
2	TELEVISION, CLEANING, & INSPECTING SANITARY SEWER MAIN, 8"	LF	11710	\$2.00	\$23,420.00
3	TELEVISION, CLEANING, & INSPECTING SANITARY SEWER MAIN, 10"	LF	300	\$2.25	\$675.00

OPINION OF PROBABLE CONSTRUCTION COST: **\$24,770.00**

Staff Summary

9/21/2020

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: David Derragon, Assistant City Manager

SUBJECT: **Public Hearing for Ordinance Amending Chapter 3-1
Garbage Storage and Collection**

BACKGROUND:

Following are items that have been clarified by the proposed amendments to the ordinance amending Chapter 3-1 Garbage Storage and Collection:

- If commercial containers such as dumpsters are used by commercial customers for the storage of garbage and recyclable materials, such containers shall be suitable in capacity for the storage of garbage and recyclable materials accumulating in a normal collection period of seven days.
- If a commercial customer's commercial containers do not have the capacity to store garbage and recyclable materials accumulating in a normal collection period of seven days, the commercial customer shall arrange with a collector for a shorter collection period so that the storage capacity of the commercial customer's commercial containers is adequate to contain the garbage and recyclable materials.
- Commercial customers shall employ commercial or industrial balers for the compression of recyclable materials if needed to prevent the blowing and scattering of cardboard and other recyclables and to allow for the storage of such materials as required by this Chapter.
- Commercial containers used by commercial customers shall (1) be equipped with closeable lids and kept covered; (2) be properly maintained and kept in good repair to ensure fitness for use and prevent garbage or recyclable materials from falling or blowing out, (3) prominently display the name of the owner of the commercial container, and 4) be marked or labeled in such a way as to inform the collector whether the contents of the container are garbage or recyclable materials.
- Equipment used in such transport operations shall clearly and prominently display the collector's name and telephone

number.

The purpose of the public hearing is to receive comments from the public related to the proposed ordinance changes.

FISCAL IMPACT: N/A

RECOMMENDATION: Open Public Hearing
Hear Comments
Close Hearing

ATTACHMENTS:

Description		Type
	Notice of Public Hearing	Backup Material
	Ordinance	Ordinance

NOTICE TO THE PUBLIC

Notice is hereby given to all residents of the City of Storm Lake, Iowa that the City Council will hold a hearing during its regular meeting commencing at 5:00 p.m. on September, 2020, at the Council Chambers in Storm Lake, Iowa, for the purpose of considering a proposal to adopt an ordinance amending Chapter 3-1 of Title III of the City Code of the City of Storm Lake, Iowa, titled "Garbage Storage and Collection," to revise requirements relating to the collection of garbage and its storage out of doors. Changes are proposed to Sections 3-1-2, 3-1-3, and 3-1-11 of said Chapter 3-1. The text of the proposed amended Sections 3-1-2, 3-1-3, and 3-1-11 follows:

Section 3-1-2 Definitions

For use within this Chapter the following terms are hereby defined:

(A) "CAN": A container for the storage of garbage or recyclable materials which is provided with a handle and tight-fitting cover; is watertight; is substantially made of galvanized iron, plastic or rubber or other non-rusting material, when feasible; and of a size that may be conveniently handled by the collector.

(B) "COLLECTOR": Any person, specifically including the City of Storm Lake, that picks up and removes garbage, recyclable materials, or yard waste for a fee.

(C) "COMMERCIAL CUSTOMER": Any person owning, controlling, or occupying commercial property

(D) "COMMERCIAL PROPERTY": Property (1) on which garbage is stored or from which garbage is collected by a collector and (2) on which commercial, business, charitable, institutional, industrial, or other non-residential activities are conducted or on which four or more residential units are situated.

(E) "GARBAGE": All animal, fruit, vegetable and other waste material resulting from the preparation of food and drink together with other discarded items that do not fall into the category of recyclable material or yard waste.

(F) "PERSON": Any individual, firm, company, corporation, business entity, private contractor, trust, or other organized group, or any governmental unit.

(G) "RECYCLABLE MATERIAL": Materials which may be designated as recyclable by the Sanitary Disposal Project for Buena Vista County such as cardboard, clean newspapers, magazines, number one and two plastic, tin cans, clear and amber glass;

subject to such additional items or deletions of items that the Sanitary Disposal Project for Buena Vista County may make from time to time.

(H) "RESIDENTIAL CUSTOMER": Any person owning, controlling, or occupying residential property.

(I) "RESIDENTIAL PROPERTY": Property on which garbage is stored or from which garbage is collected by a collector and on which three or fewer residential units are situated.

(J) "SHREDDED PAPER": Paper that has been shredded or cross-shredded by a machine designed for such purposes.

(K) "YARD WASTE": Yard waste shall have such definition as is given to it by the Iowa Department of Natural Resources, but, in any case, shall include grass clippings, leaves, garden waste and branches from trees and shrubs.

Section 3-1-3 Duty To Provide Cans or Commercial Containers

Except as otherwise provided in this Section 3-1-3, each residential customer and commercial customer who shall store garbage or recyclable materials out of doors on residential property or commercial property or who places garbage out of doors in a place readily accessible to the collector for collection shall provide and use cans suitable in capacity for the storage of garbage and recyclable materials accumulating in a normal collection period of seven days. The foregoing shall not be construed as requiring a can of sufficient capacity for the occasional discarded item which is too large for a can if discards of this type are not regularly recurring. All garbage or recyclable materials stored out of doors or placed out of doors for collection, except for the occasional discarded item too large for a can, shall be stored or placed in cans that have a capacity of at least thirty-two (32) gallons. The collector may limit the maximum size of the can provided the limit is not less than thirty-two (32) gallons.

All cans provided shall be kept covered and reasonably clean at all times. They shall be placed in a position readily accessible to the collector outside of buildings but not in alleys or streets; provided, however, that a commercial customer may store garbage and recyclable materials discretely on such commercial property or in an adjoining alley in cans or commercial containers such as dumpsters if such cans or containers are stored immediately adjacent to the adjoining building or, if no building on the commercial property adjoins the alley, stored as close as practical to the lot line of the commercial property adjoining the alley.

If commercial containers such as dumpsters are used by commercial customers for the storage of garbage and recyclable materials, such containers shall be suitable in capacity for the storage of garbage and recyclable materials accumulating in a normal collection period of seven days. If a commercial customer's commercial containers do not have the capacity to store garbage and recyclable materials accumulating in a normal collection

period of seven days, the commercial customer shall arrange with a collector for a shorter collection period so that the storage capacity of the commercial customer's commercial containers is adequate to contain the garbage and recyclable materials. Commercial customers shall employ commercial or industrial balers for the compression of recyclable materials if needed to prevent the blowing and scattering of cardboard and other recyclables and to allow for the storage of such materials as required by this Chapter. Commercial containers used by commercial customers shall (1) be equipped with closeable lids and kept covered; (2) be properly maintained and kept in good repair to ensure fitness for use and prevent garbage or recyclable materials from falling or blowing out, (3) prominently display the name of the owner of the commercial container, and 4) be marked or labeled in such a way as to inform the collector whether the contents of the container are garbage or recyclable materials.

A person who places a can in any city-owned street right-of-way adjacent to a public street, for the purpose of garbage collection, shall not do so earlier than 7:00 a.m. on the day preceding the day scheduled for garbage collection for such person's residence and shall cause the can to be removed from such location by 7:00 a.m. on the day following the day scheduled for garbage collection for such person's residence.

Section 3-1-11 Collection Equipment

When transported by collectors, all garbage and recyclable materials as well as yard waste shall be transported in factory-made compaction equipment as recognized by the waste industry. Equipment used in such transport operations shall clearly and prominently display the collector's name and telephone number.

You are hereby advised of your Right to be present at the Council meeting at 5:00 p.m., September 21, 2020, at the City Hall in Storm Lake, Iowa to speak in favor of or in opposition to the proposal to adopt the ordinance amending said Chapter 3-1. The first reading and formal consideration of such ordinance will follow the hearing at the September 21, 2020 City Council meeting. Copies of the proposed "Ordinance Amending Chapter 3-1 Of Title III of the City Code of the City of Storm Lake, Iowa, Titled 'Garbage Storage And Collection,' to Revise Requirements Relating to the Collection of Garbage and Its Storage Out of Doors," are available for review by members of the public at the office of the City Clerk of the City of Storm Lake, City Hall, 620 Erie Street, Storm Lake, Iowa.

/s/ Mayra A. Martinez

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

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 3-1 OF TITLE III OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED "GARBAGE STORAGE AND COLLECTION," TO REVISE REQUIREMENTS RELATING TO THE COLLECTION OF GARBAGE AND ITS STORAGE OUT OF DOORS

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Chapter 3-1 of Title III of the City Code of the City of Storm Lake, Iowa should be amended to revise some requirements relating to the collection of garbage and its storage out of doors;

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

Section 1. Chapter 3-1 of Title III of the City Code of the City of Storm Lake, Iowa, is hereby amended as follows:

a. Section 3-1-2, captioned, "Definitions," is deleted and, in lieu thereof, the following new Section 3-1-2, captioned, "Definitions," is inserted:

Section 3-1-2 Definitions

For use within this Chapter the following terms are hereby defined:

(A) "CAN": A container for the storage of garbage or recyclable materials which is provided with a handle and tight-fitting cover; is watertight; is substantially made of galvanized iron, plastic or rubber or other non-rusting material, **when feasible**; and of a size that may be conveniently handled by the collector.

(B) "COLLECTOR": Any person, specifically including the City of Storm Lake, that picks up and removes garbage, recyclable materials, or yard waste for a fee.

(C) "COMMERCIAL CUSTOMER": Any person owning, controlling, or occupying commercial property

(D) "COMMERCIAL PROPERTY": Property (1) on which garbage is stored or from which garbage is collected by a collector and (2) on which commercial, business, charitable, institutional, industrial, or other non-residential activities are conducted or on which four or more residential units are situated.

(E) "GARBAGE": All animal, fruit, vegetable and other waste material resulting from the preparation of food and drink together with other discarded items that do not fall into the category of recyclable material or yard waste.

(F) "PERSON": Any individual, firm, company, corporation, business entity, private contractor, trust, or other organized group, or any governmental unit.

(G) "RECYCLABLE MATERIAL": Materials which may be designated as recyclable by the Sanitary Disposal Project for Buena Vista County such as cardboard, clean newspapers, magazines, number one and two plastic, tin cans, clear and amber glass; subject to such additional items or deletions of items that the Sanitary Disposal Project for Buena Vista County may make from time to time.

(H) "RESIDENTIAL CUSTOMER": Any person owning, controlling, or occupying residential property.

(I) "RESIDENTIAL PROPERTY": Property on which garbage is stored or from which garbage is collected by a collector and on which three or fewer residential units are situated.

(J) "SHREDDED PAPER": Paper that has been shredded or cross-shredded by a machine designed for such purposes.

(K) "YARD WASTE": Yard waste shall have such definition as is given to it by the Iowa Department of Natural Resources, but, in any case, shall include grass clippings, leaves, garden waste and branches from trees and shrubs.

b. Section 3-1-3, captioned, "Duty to Provide Cans," is deleted and, in lieu thereof, the following new Section 3-1-3, captioned "Duty to Provide Cans or Commercial Containers," is inserted:

Section 3-1-3 Duty To Provide Cans or Commercial Containers

Except as otherwise provided in this Section 3-1-3, each residential customer and commercial customer who shall store garbage or recyclable materials out of doors on residential property or commercial property or who places garbage out of doors in a place readily accessible to the collector for collection shall provide and use cans suitable in capacity for the storage of garbage and recyclable materials accumulating in a normal collection period of seven days. The foregoing shall not be construed as requiring a can of sufficient capacity for the occasional discarded item which is too large for a can if discards of this type are not regularly recurring. All garbage or recyclable materials stored out of doors or placed out of doors for collection, except for the occasional discarded item too large for a can, shall be stored or placed in cans that have a capacity of at least thirty-two (32) gallons. The collector may limit the maximum size of the can provided the limit is not less than thirty-two (32) gallons.

All cans provided shall be kept covered and reasonably clean at all times. They shall be placed in a position readily accessible to the collector outside of buildings but not in alleys or streets; provided, however, that a commercial customer may store garbage and recyclable materials discretely on such commercial property or in an adjoining alley in cans or commercial containers such as dumpsters if such cans or containers are stored immediately adjacent to the adjoining building or, if no building on the commercial property adjoins the alley, stored as close as practical to the lot line of the commercial property adjoining the alley.

If commercial containers such as dumpsters are used by commercial customers for the storage of garbage and recyclable materials, such containers shall be suitable in capacity for the storage of garbage and recyclable materials accumulating in a normal collection period of seven days. If a commercial customer's commercial containers do not have the capacity to store garbage and recyclable materials accumulating in a normal collection period of seven days, the commercial customer shall arrange with a collector for a shorter collection period so that the storage capacity of the commercial customer's commercial containers is adequate to contain the garbage and recyclable materials. Commercial customers shall employ commercial or industrial balers for the compression of recyclable materials if needed to prevent the blowing and scattering of cardboard and other recyclables and to allow for the storage of such materials as required by this Chapter. Commercial containers used by commercial customers shall (1) be equipped with closeable lids and kept covered; (2) be properly maintained and kept in good repair to ensure fitness for use and prevent garbage or recyclable materials from falling or blowing out, (3) prominently display the name of the owner of the commercial container, and (4) be marked or labeled in such a way as to inform the collector whether the contents of the container are garbage or recyclable materials.

A person who places a can in any city-owned street right-of-way adjacent to a public street, for the purpose of garbage collection, shall not do so earlier than 7:00 a.m. on the day preceding the day scheduled for garbage collection for such person's residence and shall cause the can to be removed from such location by 7:00 a.m. on the day following the day scheduled for garbage collection for such person's residence.

c. Section 3-1-11, captioned, "Collection Equipment," is deleted and, in lieu thereof, the following new Section 3-1-11, captioned "Collection Equipment," is inserted:

Section 3-1-11 Collection Equipment

When transported by collectors, all garbage and recyclable materials as well as yard waste shall be transported in factory-made compaction equipment as

recognized by the waste industry. Equipment used in such transport operations shall clearly and prominently display the collector's name and telephone number.

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

Section 3. This ordinance shall be in effect January 1, 2021, following its passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/21/2020

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: David Derragon, Assistant City Manager

SUBJECT: **First Reading Of Ordinance No. 01-O-2020-2021 Amending Chapter 3-1 Of Title III Of The City Code Of The City Of Storm Lake, Iowa, Titled “Garbage Storage And Collection,” To Revise Requirements Relating To The Collection Of Garbage And Its Storage Out Of Doors**

BACKGROUND: Following are items that have been clarified by the proposed amendments to the ordinance amending Chapter 3-1 Garbage Storage and Collection:

- If commercial containers such as dumpsters are used by commercial customers for the storage of garbage and recyclable materials, such containers shall be suitable in capacity for the storage of garbage and recyclable materials accumulating in a normal collection period of seven days.
- If a commercial customer’s commercial containers do not have the capacity to store garbage and recyclable materials accumulating in a normal collection period of seven days, the commercial customer shall arrange with a collector for a shorter collection period so that the storage capacity of the commercial customer’s commercial containers is adequate to contain the garbage and recyclable materials.
- Commercial customers shall employ commercial or industrial balers for the compression of recyclable materials if needed to prevent the blowing and scattering of cardboard and other recyclables and to allow for the storage of such materials as required by this Chapter.
- Commercial containers used by commercial customers shall (1) be equipped with closeable lids and kept covered; (2) be properly maintained and kept in good repair to ensure fitness for use and prevent garbage or recyclable materials from falling or blowing out, (3) prominently display the name of the owner of the commercial container, and 4) be marked or labeled in such a way as to inform the collector whether the contents of the container are

garbage or recyclable materials.

· Equipment used in such transport operations shall clearly and prominently display the collector's name and telephone number.

This is the first of three reading of the Ordinance amending Chapter 3-1 with an effective date of January 1, 2021. Second and third readings will occur at the next two regular Council meetings, October 5th and October 19th, 2020.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Move to adopt on first reading Ordinance No. 01-O-2020-2021 amending Chapter 3-1 of Title III of the city code of the City of Storm Lake, Iowa, titled "Garbage Storage and Collection," to revise requirements relating to the collection of garbage and its storage out of doors

First Reading: September 21, 2020

Second Reading: October 5, 2020

Third Reading: October 19, 2020

ATTACHMENTS:

Description	Type
□ Ordinance NO. 01-O-2020-2021	Ordinance

ORDINANCE NO. 01-O-2020-2021

ORDINANCE AMENDING CHAPTER 3-1 OF TITLE III OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED "GARBAGE STORAGE AND COLLECTION," TO REVISE REQUIREMENTS RELATING TO THE COLLECTION OF GARBAGE AND ITS STORAGE OUT OF DOORS

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Chapter 3-1 of Title III of the City Code of the City of Storm Lake, Iowa should be amended to revise some requirements relating to the collection of garbage and its storage out of doors;

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

Section 1. Chapter 3-1 of Title III of the City Code of the City of Storm Lake, Iowa, is hereby amended as follows:

a. Section 3-1-2, captioned, "Definitions," is deleted and, in lieu thereof, the following new Section 3-1-2, captioned, "Definitions," is inserted:

Section 3-1-2 Definitions

For use within this Chapter the following terms are hereby defined:

(A) "CAN": A container for the storage of garbage or recyclable materials which is provided with a handle and tight-fitting cover; is watertight; is substantially made of galvanized iron, plastic or rubber or other non-rusting material, when feasible; and of a size that may be conveniently handled by the collector.

(B) "COLLECTOR": Any person, specifically including the City of Storm Lake, that picks up and removes garbage, recyclable materials, or yard waste for a fee.

(C) "COMMERCIAL CUSTOMER": Any person owning, controlling, or occupying commercial property

(D) "COMMERCIAL PROPERTY": Property (1) on which garbage is stored or from which garbage is collected by a collector and (2) on which commercial, business, charitable, institutional, industrial, or other non-residential activities are conducted or on which four or more residential units are situated.

(E) "GARBAGE": All animal, fruit, vegetable and other waste material resulting from the preparation of food and drink together with other discarded items that do not fall into the category of recyclable material or yard waste.

(F) "PERSON": Any individual, firm, company, corporation, business entity, private contractor, trust, or other organized group, or any governmental unit.

(G) "RECYCLABLE MATERIAL": Materials which may be designated as recyclable by the Sanitary Disposal Project for Buena Vista County such as cardboard, clean newspapers, magazines, number one and two plastic, tin cans, clear and amber glass; subject to such additional items or deletions of items that the Sanitary Disposal Project for Buena Vista County may make from time to time.

(H) "RESIDENTIAL CUSTOMER": Any person owning, controlling, or occupying residential property.

(I) "RESIDENTIAL PROPERTY": Property on which garbage is stored or from which garbage is collected by a collector and on which three or fewer residential units are situated.

(J) "SHREDDED PAPER": Paper that has been shredded or cross-shredded by a machine designed for such purposes.

(K) "YARD WASTE": Yard waste shall have such definition as is given to it by the Iowa Department of Natural Resources, but, in any case, shall include grass clippings, leaves, garden waste and branches from trees and shrubs.

b. Section 3-1-3, captioned, "Duty to Provide Cans," is deleted and, in lieu thereof, the following new Section 3-1-3, captioned "Duty to Provide Cans or Commercial Containers," is inserted:

Section 3-1-3 Duty To Provide Cans or Commercial Containers

Except as otherwise provided in this Section 3-1-3, each residential customer and commercial customer who shall store garbage or recyclable materials out of doors on residential property or commercial property or who places garbage out of doors in a place readily accessible to the collector for collection shall provide and use cans suitable in capacity for the storage of garbage and recyclable materials accumulating in a normal collection period of seven days. The foregoing shall not be construed as requiring a can of sufficient capacity for the occasional discarded item which is too large for a can if discards of this type are not regularly recurring. All garbage or recyclable materials stored out of doors or placed out of doors for collection, except for the occasional discarded item too large for a can, shall be stored or placed in cans that have a capacity of at least thirty-two (32) gallons. The collector may limit the maximum size of the can provided the limit is not less than thirty-two (32) gallons.

All cans provided shall be kept covered and reasonably clean at all times. They shall be placed in a position readily accessible to the collector outside of buildings but not in alleys or streets; provided, however, that a commercial customer may store garbage and recyclable materials discretely on such commercial property or in an adjoining alley in cans or commercial containers such as dumpsters if such cans or containers are stored immediately adjacent to the adjoining building or, if no building on the commercial property adjoins the alley, stored as close as practical to the lot line of the commercial property adjoining the alley.

If commercial containers such as dumpsters are used by commercial customers for the storage of garbage and recyclable materials, such containers shall be suitable in capacity for the

storage of garbage and recyclable materials accumulating in a normal collection period of seven days. If a commercial customer's commercial containers do not have the capacity to store garbage and recyclable materials accumulating in a normal collection period of seven days, the commercial customer shall arrange with a collector for a shorter collection period so that the storage capacity of the commercial customer's commercial containers is adequate to contain the garbage and recyclable materials. Commercial customers shall employ commercial or industrial balers for the compression of recyclable materials if needed to prevent the blowing and scattering of cardboard and other recyclables and to allow for the storage of such materials as required by this Chapter. Commercial containers used by commercial customers shall (1) be equipped with closeable lids and kept covered; (2) be properly maintained and kept in good repair to ensure fitness for use and prevent garbage or recyclable materials from falling or blowing out, (3) prominently display the name of the owner of the commercial container, and 4) be marked or labeled in such a way as to inform the collector whether the contents of the container are garbage or recyclable materials.

A person who places a can in any city-owned street right-of-way adjacent to a public street, for the purpose of garbage collection, shall not do so earlier than 7:00 a.m. on the day preceding the day scheduled for garbage collection for such person's residence and shall cause the can to be removed from such location by 7:00 a.m. on the day following the day scheduled for garbage collection for such person's residence.

c. Section 3-1-11, captioned, "Collection Equipment," is deleted and, in lieu thereof, the following new Section 3-1-11, captioned "Collection Equipment," is inserted:

Section 3-1-11 Collection Equipment

When transported by collectors, all garbage and recyclable materials as well as yard waste shall be transported in factory-made compaction equipment as recognized by the waste industry. Equipment used in such transport operations shall clearly and prominently display the collector's name and telephone number.

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

Section 3. This ordinance shall be in effect January 1, 2021, following its passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/21/2020

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:

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