

**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: 24570177
AUGUST 3, 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. Motion To Approve Noise Variance For Deb's School of Dance at Sunset Park Bandshell
 - D. Motion to Approve Noise Variance and Street Closure for Kiwanis Car Show
 - E. Motion To Approve A Series of Noise Variances at BVU for Students REturning To Campus.
 - F. SLPD City Code Enforcement Summary
- 3. Public Hearing for the 2020 Expansion Boulevard Hydrant Improvements Plans, Specifications, and Form of Contract
- 4. Resolution No. 07-R-2020-2021 Awarding the Bid for the 2020 Expansion Boulevard Improvements – Hydrant Improvements Project Plans, Specifications, and Form of Contract
- 5. Resolution No. 08-R-2020-2021 Approving Final Completion and Final Payment of \$3,550.00 - Casino Lift Station
- 6. Resolution No. 09-R-2020-2021 Authorizing The Submittal Of An Application For Traffic Safety Improvement Program (TSIP) Funding For The Intersection Of Highway 7 And Highway 110
- 7. Resolution No. 10-R-2020-2021 Approve Change Order No. 1 for the 4th & Barton Storm Water Project.
- 8. Motion to Approve Agreement with Iowa Lakes Corridor
- 9. City Council Requested Items
- 10. Closed Session Reference Iowa Code Chapter 21.5 (g)
- 11. 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

8/3/2020

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:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

8/3/2020

Agenda Item # C.



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

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

8/3/2020

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM: 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 July 20, 2020 City Council Minutes
- Approve Renewal Liquor License for Pro Day Spa, Waterview Inc, Yesway #1169 and Dyno's
- Acknowledge Library Board & Airport Commission Minutes
- Approve the Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - - \$747,957.94
- King's Pointe & Sunrise Pointe Golf Course Bills - \$142,536.37

The City will receive the following revenues:

- Liquor License Renewal - \$1,020.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ July 20,2020 Minutes	Minutes
☐ List of Bills	List of Bills
☐ King's Pointe and Golf Course List of Bills	List of Bills
☐ Pro Day Spa Liquor Application 2022	Application
☐ Pro Day Spa Liquor Report 2020	Backup Material
☐ Waterview Liquor Application 2020	Application
☐ Waterview Liquor Report 2020	Backup Material
☐ Yesway#1169 Liquor Application 2020	Application
☐ Yesway#1169 Liquor Report 2020	Backup Material

- ▢ Dyno's #33 Liquor Application 2020
- ▢ Dyno's #33 Liquor Report 2020
- ▢ Minutes - Library July 2020
- ▢ Minutes - Airport July 2020

Application
Backup Material
Minutes
Minutes

**REGULAR COUNCIL MEETING CITY OF STORM LAKE, IA, CITY HALL, JULY 20, 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: 24570177**

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Kevin McKinney, and Maria Ramos. Absent: Dan Smith

Staff present via telephone: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Police Chief Chris Cole, Fire Chief Mike Jones, Water Quality Code Compliance Director Scott Olesen, Library Director Elizabeth Huff, Public Services Supervisor Scott Bonebrake, King's Pointe Manager Mark Clossey, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez.

Media present via telephone: Tom Cullen with The Times, Ryan Thompson with KAYL Radio.

Public present via telephone: Tom Grafft with ISG, Kevin and Deanne Neuroth with Garbage Hauling Services, Brent Wolfswinkel and Jake with Brentwood Roofing

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

Pledge of Allegiance

Agenda - Moved by Council Member McKinney to approve setting the Agenda as presented. Seconded by Council Member Ibarra. Roll Call Vote: All ayes with Council Member Smith absent. Motion carried.

Disclosure by City Council Members – None at this time.

Hear the Public – None at this time.

Consent Agenda - Moved by Council Member Ibarra to approve the Consent Agenda which includes list of bills Check #'s 75468 through 75535, EFT #'s 1240 through 1277, DFT #'s 797 through 808, 822 and 835, King's Pointe and Sunrise Pointe disbursements, July 6, 2020 minutes, renewal liquor licenses for Casey's #3030 and Boz-Wellz, new liquor license for Café Havana, noise variance requests for outdoor worship services in Frank Starr Park and Sunset Park and the Code Enforcement summary. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Member Smith absent. Motion carried.

Radio Park Lift Station Replacement Project - Moved by Council Member Ibarra to approve professional engineering services with ISG from Storm Lake for the Wastewater Treatment Plant Radio Park Lift Station replacement project. In the amount of \$74,500 for engineering services. Seconded by Council Member McKinney. Roll Call Vote: All ayes with Council Member Smith absent. Motion carried.

Water Treatment Plant MCC Replacement Project - Moved by Council Member Rice to adopt Resolution No. 05-R-2020-2021 to award a bid to Power Solutions, of Alta, Iowa for the Water Treatment Plant Motor Control Center (MCC) replacement project. Project amount of \$250,050. Seconded by Council Member Ibarra. Roll call vote: All ayes with Council Member Smith absent. Motion carried.

RESOLUTION NO. 05-R-2020-2021

**RESOLUTION ACCEPTING BIDS, AWARDING BID AND APPROVING CONTRACT FOR
THE CITY OF STORM LAKE WATER TREATMENT PLANT MOTOR CONTROL
CENTER REPLACEMENT PROJECT**

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Water Treatment Plant Motor Control Center Replacement Project described in the plans and specifications heretofore adopted by this Council on July 20, 2020, be and is hereby accepted and awarded, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Power Solutions, Inc., Alta, Iowa
Amount of Bid:	\$250,050.00
Portion of Project:	All

Section 2. That the construction contract and bond executed and insurance coverage for the construction of the Water Treatment Plant Motor Control Center Replacement Project, as described in detail in the plans and specifications heretofore approved, and can be signed by the Mayor and Clerk on behalf of the City be and the same hereby approved contingent to all the required concurrence and consents as follows:

Contractor:	Power Solutions, Inc., Alta, Iowa
Date of Contract:	August 17, 2020
Portion of Project:	All

PASSED AND APPROVED this 20th day of July, 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Water Plant Customer Water Meter System - Moved by Council Member McKinney to approve a remote water meter read antenna installation and a 5-year customer support agreement for the Storm Lake Water Plant customer water meter system. Seconded by Council Member Ibarra. Roll call vote: All ayes with Council Member Smith absent. Motion carried.

Roofing Agreement – Brent and Jake from Brentwood Roofing discussed with the Council the bidding process for the roof repairs. The City Manager mentioned that the bidding process was completed properly and that the competitive quote process was followed. Moved by Council Member Ibarra to approve a roofing agreement with Grell Roofing LLC in the amount not to exceed \$201,400. Seconded by Council Member McKinney. Roll Call Vote: All ayes with Council Member Smith absent. Motion carried

Water Conservation Measures - Moved by Council Member Ibarra to adopt Resolution No. 06-R-2020-2021 implementing water conservation measures. Seconded by Council Member Ramos. Roll Call Vote: All ayes with Council Member Smith absent. Motion carried.

RESOLUTION NO. 06-R-2020-2021

**RESOLUTION TO DESIGNATE WATER CONSERVATION MEASURES FOR USERS OF THE
STORM LAKE WATER SYSTEM**

WHEREAS, During and following drought conditions which may occur from time to time, the supply of water available to the Storm Lake Water Plant may become significantly and seriously depleted; and

WHEREAS, Continuing hot, dry weather is causing the supply of water to be insufficient to meet the customary and usual demand of water customers; and

WHEREAS, The City Council now finds a public emergency water shortage and hereby implements water conservation methods as outlined in the Storm Lake Municipal Code.

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

Section 1. The following water conservation measures are now in effect:

- No lawn watering on Monday; For both residential and Business - Odd street address numbers water on Tuesday and Thursday with even street address numbers water on Sunday and Wednesday. Watering should only occur between 5:00 AM to 9:00 AM.
- Additionally, no washing of boats or vehicles in driveways and no power washing of houses.
- Watering of flowers and plants is allowed anytime with a sprinkling can.
- Exceptions will be allowed for new seedings and sod. Also, an exception for watering the golf course greens as needed.
- Golf course fairways can be watered from 2:00 AM to 6:00 AM.

Section 2. Further, as drought conditions may continue through October 2020, pursuant to Storm Lake Municipal Code Section 3-5-5, additional action necessary during this time may be taken by the Mayor or City Manager and issued through a Proclamation.

PASSED AND APPROVED this 20th day of July 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Commercial Garbage Work Session II – The City Council met for a second session to discuss commercial garbage collection. Amendments to the ordinance will be drafted and brought to the Council for review at a future meeting.

City Council Requested Items – None at this time.

Adjourn - Moved by Council Member McKinney to adjourn at 5:57 p.m. Seconded by Council Member Ibarra. Roll Call Vote: All ayes with Council Member Smith absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 07/23/2020 - 08/05/2020

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Jeremy Musselman	BVC	Brush Cleaning Services (Final)	7,500.00
Control Systems Specialists, LLC	BVC	Lab HVAC Compressor	4,458.39
Mike's Electronics Inc	BVC	PLC Repairs	200.00
Buena Vista County Attorney	BVC	January to July 2020 Collection Services	193.00
Mike's Electronics Inc	BVC	Well 15 & CL2 Repairs	120.00
Power Solutions, Inc	BVC	Washer Wiring	90.00
Mike's Electronics Inc	BVC	Tower 4 Valve Repairs	180.00
Buena Vista County Solid Waste	BVC	Recycling	143.00
		BVC Total:	12,884.39
Contract/Agreement			
Spring Lake Construction	Contract/Agreement	Pay Application #5 of the WWTP Wetlands	177,570.19
Bainbridge Construction LLC	Contract/Agreement	Pay Application #2 of 4th & Oats	114,992.75
Emmons & Olivier Resources, Inc	Contract/Agreement	Plan & Project Estimate Services through 7/29,	5,459.25
Grundman-Hicks, LLC	Contract/Agreement	Pay #1 (Final) of Supplemental Agreement	3,372.50
Emmons & Olivier Resources, Inc	Contract/Agreement	Implementation Services	2,657.00
Smith Concrete Service Inc	Contract/Agreement	Evergreen Concrete	1,610.00
Emmons & Olivier Resources, Inc	Contract/Agreement	Condo Driveway Construction	411.00
I & S Group, Inc	Contract/Agreement	Bidding Services	311.00
		Contract/Agreement Total:	306,383.69
Local			
Pao C. Yang	Local	Seized Fund Return CSL#20-002769	56,242.00
Holzhauser Ford Lincoln Storm Lake Inc	Local	P19 Repairs from Accident	4,842.95
Bomgaars Supply, Inc	Local	Supplies	2,744.74
Storm Lake Industrial Corporation	Local	Storm Lake Bucks	1,230.00
Arnold Motor Supply, LLP	Local	Supplies	920.28
Michael P. Reinert	Local	LS Bracket Repairs	810.00
Rebnord Technologies, Inc	Local	SCADA Software for LS	799.90
Vetter Equipment	Local	Weed Eater Replacment	689.25
Edwards Storm Lake	Local	Coolant Repairs	654.56
WalMart #01-1526	Local	Supplies	265.41
Qwest Corporation	Local	July 2020 WW Phone Service	208.35
Buena Vista Regional Medical Center	Local	Testing Services- Barth, Grundman, Bonebrake	202.00
Edwards Storm Lake	Local	Leak Repairs	198.13
Stanton Electric, Inc	Local	Lamps	182.84
Storm Lake Hydraulics Co, Inc	Local	Sander Supplies	123.00
King's Pointe Resort	Local	NRRWMC Meeting	112.20
Arctic Glacier International Inc	Local	Ice	100.25
King's Pointe Resort	Local	WaterPark Passes	100.00
Visual Edge Inc	Local	Copier Maintenance Agreement	94.75
Smokin Hereford LLC	Local	Safety Bingo Supplies	73.38
Arctic Glacier International Inc	Local	Ice	72.18
A & A Automotive	Local	Serviced P19	191.15
Vetter Equipment	Local	Supplies	56.85
A & A Automotive	Local	Serviced P11	55.95
Vetter Equipment	Local	Supplies	52.95
A & A Automotive	Local	Serviced P13	41.72
Iowa Office Supply Inc	Local	Office Supplies	40.10
O'Reilly Automotive Inc	Local	Wiper Blades	38.04
A & A Automotive	Local	Tire Repair	27.83
Fastenal Company	Local	Battery	25.33
A & A Automotive	Local	Tire Repairs	22.26
Iowa Office Supply Inc	Local	Office Supplies	29.56
Mangold Environmental Testing, Inc	Local	Shipping Services	15.60

My Buy Local_v1

Payment Date Range: 07/23/2020 - 08/05/2020

Vendor Name	Buy Local Info	Payable Description	Total Payments
O'Reilly Automotive Inc	Local	Lights	5.23
	Local Total:	71,268.74	
Non-Local			
Piper Jaffray & Co	Non-Local	Deal # PFS 20-1644 Contract Fee- Place Agent	49,026.00
Eastern Aviation Fuels, Inc	Non-Local	AV Gas	34,865.01
Dexter Apache Holdings, Inc	Non-Local	Washer	6,708.00
WaterPro Supplies Inc	Non-Local	Pipes & Clamps	6,561.96
Hotsy Equipment Company	Non-Local	Power Washer	6,190.00
Mississippi Lime Company	Non-Local	Lime	5,586.49
Hotsy Equipment Company	Non-Local	Power Washer	4,312.00
Hawkins, Inc	Non-Local	Hydro Acid	3,015.51
Blue Valley Public Safety, Inc	Non-Local	Tornado Siren Batteries	3,004.00
Imagine the Possibilities, Inc	Non-Local	Janitorial Services- March 2020	8,000.00
PageFreezer Software, Inc	Non-Local	Public Record Compliance Membership	1,558.00
W. W. Grainger, Inc	Non-Local	Water Cooler	848.00
ESO Solutions, Inc	Non-Local	Annual FIREHOUSE Subscription	818.85
Dale Vitito	Non-Local	Uniforms	789.89
Rehab Systems Inc	Non-Local	Vac Cleaning	590.00
Utility Supply of America, Inc	Non-Local	Sampler	589.60
Menards, Inc	Non-Local	Thickener Supplies	545.69
W. W. Grainger, Inc	Non-Local	Pleated Cartridge	400.80
Tyler Technologies, Inc	Non-Local	EnerGov User Fee	360.94
Werner Sewer & Septic, LLC	Non-Local	6th & Michigan Camera Services	500.00
W. W. Grainger, Inc	Non-Local	Pipe	236.00
Sirchie Acquisition Company, LLC	Non-Local	Specimen Kits	235.75
Iowa Department of Natural Resources	Non-Local	DNR # IA-385-603 Airport SW Permit	175.00
Mercy Medical Services	Non-Local	FF Physical- David	350.00
RJ Thomas Manufacturing Compnay, Inc	Non-Local	Vinyl Coating	170.00
Underground Location Company	Non-Local	Locate Services	147.80
Lou's Gloves, Incorporated	Non-Local	Gloves	147.00
Ahlers & Cooney, P.C.	Non-Local	Legal Services	212.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	79.00
Evertex, Inc	Non-Local	Internet Service	63.79
Rice Signs LLC	Non-Local	Sign	55.90
Cintas First Aid & Safety	Non-Local	First Aid Supplies	52.01
Fast Lane Motor Parts LLC	Non-Local	Polish	27.15
	Non-Local Total:	136,222.14	
Payroll/Refunds			
Mitch McDonald	Payroll/Refunds	K9 Training- Camp Dodge	343.68
Melissa Snyder	Payroll/Refunds	2020 COVID Shelter Refund	80.00
	Payroll/Refunds Total:	423.68	
	Grand Total:	527,182.64	

King's Pointe Resort

Claims Publication

From 7/17/2020 to 7/30/2020

Vendor	Description	Amount
Weigand Omega Payroll 7/22/20	Payroll	\$91,937.00
Brandon Loveland	Refund	\$80.25
Carl Nelson	Refund	\$500.00
Gus Brinkman	Refund	\$200.00
Michael Cameron	Refund	\$294.95
Michelle Schreck	Refund	\$220.69
Cintas Corporation	Supplies	\$1,004.19
Sysco Iowa, Inc.	Food	\$5,506.60
Bomgaars Supply Inc.	Supplies	\$35.37
HyVee	Food	\$20.84
Office Elements	Supplies	\$168.36
Steve's Window Service	Services	\$214.00
Storm Lake Ace Hardware	Supplies	\$28.94
Storm Lake United	Membership	\$905.00
Weigand-Omega Management Fee- May	Management Fee	\$5,273.64
1000bulbs.com	Supplies	\$451.50
360 Custom Designs, LLC	Services	\$1,300.00
ACCO Unlimited Corporation	Supplies	\$701.60
American Hotel Register Company	Supplies	\$2,163.04
Bridgestone Golf, Inc.	Supplies	\$161.52
Continental Fire Sprinkler Company	Services	\$1,263.74
ECOLAB	Supplies	\$395.48
Feld Fire	Supplies	\$2,510.00
Grainger	Supplies	\$1,225.47
Heartland Backflow Inc.	Services	\$350.00
Hermel Wholesale	Food	\$338.19
O'Keefe Elevator Company, Inc.	Services	\$210.91
Pinnacle Communications	Services	\$67.50
Plumbing and Heating Wholesale, Inc.	Supplies	\$393.06
Sceptre Hospitality Resources, LLC	Supplies	\$1,295.66
Shoes for Crews, LLC	Supplies	\$176.03
Speed's Auto Supply Inc.	Services	\$179.77
David T. Stokes	Services	\$50.00
Wells Fargo Financial Leasing, Inc.	Services	\$235.18
Western Iowa Tourism Region	Services	\$150.00
Symmetry Energy Solutions LLC	Services	\$3,361.36
Alliant Energy	Utilities	\$47.76
Long Lines LLC	Utilities	\$983.69
MidAmerican Energy	Utilities	\$18,135.08
Iowa Dept of Revenue	Taxes	\$21,985.00
Martin Brothers	Food	\$13,512.37
HyVee	Beverages	\$1,102.41
Heartland Payment System	Services	\$245.28
Doll Distributing	Beverages	\$1,015.15
Johnson Brothers	Beverages	\$987.86
BevSpot	Services	\$377.80
Sift 4	Services	\$78.58

KI150 Hospitality	Services	\$24.20
		<u>\$142,536.37</u>

Applicant License Application (WCN000214)

Name of Applicant: <u>Martha Smith</u>		
Name of Business (DBA): <u>Pro Day Spa</u>		
Address of Premises: <u>Pro Day Spa LLC</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 732-6064</u>		
Mailing <u>5486 115 th ave</u>		
City <u>storm lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Martha Smith</u>	
Phone: <u>(712) 299-5615</u>	Email <u>nailartgreen@yahoo.com</u>

Classification Class C Native Wine (WCN)

Term:12 months

Effective Date: 08/14/2019

Expiration Date: 08/13/2020

Privileges:

Class C Native Wine (WCN)

Status of Business

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

Ownership

Martha Smith

First Name: <u>Martha</u>	Last Name: <u>Smith</u>	
City:	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>owner</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>	
Policy Effective Date: <u>08/14/2019</u>	Policy Expiration <u>08/14/2020</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: JUNE 26, 2020

REFERENCE: LIQUOR LICENSE RENEWAL
PRO DAY SPA
111 SALEBARN RD SUITE 7

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

	08-13-2018 to 06-15-2019	06-16-2019 to 06-23-2020
INCIDENTS		
Business Security	0	7
ARRESTS	None	None

Recommendation: Approval of liquor license.

Applicant License Application (LC0033996)

Name of Applicant: <u>Waterview, Inc.</u>		
Name of Business (DBA): <u>Waterview</u>		
Address of Premises: <u>1507 E. Lake Shore Dr.</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 732-1180</u>		
Mailing <u>PO Box 85</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Darla Stein</u>	
Phone: <u>(712) 732-6386</u>	Email <u>darlastein@evertek.net</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 08/15/2019

Expiration Date: 08/14/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Paul Schreier

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

Darla Stein

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

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>

Insurance Company: Illinois Casualty Co

Policy Effective Date: 08/15/2019

Policy Expiration 08/14/2020

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: JUNE 26, 2020

REFERENCE: LIQUOR LICENSE RENEWAL
COLUMBUS CLUB
1507 E LAKESHORE DR

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

	06-09-2018 to 06-15-2019	6-16-2019 to 6-23-2020
INCIDENTS		
911 Hang up call	0	1
Ambulance Call	1	0
Animal Call	1	0
Assault	1	0
Bar Check	4	3
Business Assist	0	1
Business Security	53	50
Found Property	0	1
General Information	1	0
Intoxicated Driver	0	1
Motorist Assist	2	1
Parking Complaint	0	1
PR/Talk/Presentation	3	5
Open Window/Door	1	0
Station Assignment	5	0
Street Beat	1	0
Suspicious Activity	1	0
Traffic Project	1	0
Traffic Stop	22	11
ARRESTS		
	none	none

Recommendation: Approval of liquor license.

Applicant License Application (LE0003114)

Name of Applicant: <u>BW Gas & Convenience Retail,</u>		
Name of Business (DBA): <u>Yesway # 1169</u>		
Address of Premises: <u>1101 Lake Avenue</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(978) 720-7500</u>		
Mailing <u>BW Gas & Convenience Retail, LLC attn:</u>		
City <u>BEVERLY</u>	State <u>MA</u>	Zip: <u>01915</u>

Contact Person

Name <u>Anastasia Moroz</u>	
Phone: <u>(978) 720-7529</u>	Email <u>permits@yesway.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 08/22/2018

Expiration Date: 08/21/2019

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

Thomas Nicholas Trkla

First Name: <u>Thomas Nicholas</u>	Last Name: <u>Trkla</u>	
City: <u>Manchester</u>	State: <u>Massachusetts</u>	Zip: <u>01944</u>
Position: <u>Chairman, CEO and President</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

BW Gas & Convenience Holdings

First Name: <u>BW Gas & Convenience</u>	Last Name: <u>LLC</u>	
City: <u>Beverly</u>	State: <u>Massachusetts</u>	Zip: <u>01915</u>
Position: <u>Owner</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: North American Specialty Insurance Company

Policy Effective Date: 08/21/2018

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: JUNE 26, 2020

REFERENCE: LIQUOR LICENSE RENEWAL
YESWAY
1101 N LAKE AVE

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

	04-08-2019 to 07-08-2019	07-09-2019 to 06-23-2020
INCIDENTS		
Accident	1	1
Ambulance Call	0	1
Animal Call	1	0
Business Security	16	31
Citizen Assist	0	3
City Code Enforcement	1	1
City/CO Dept Assist	0	1
Civil	0	1
Fire Call	0	1
Forgery	0	1
Harassment	0	1
Intoxicated Pedestrian	0	1
Keys locked in car	0	4
Motorist Assist	1	3
PR/Talk/Presentation	3	4
Station Assignment	0	1
Street Beat	1	0
Theft	1	3
Vehicle Stop	7	17

ARRESTS

Domestic	0	1
Possession of Drug Paraphernalia	0	1

Recommendation: Approval of liquor license.

Applicant License Application (BC0027240)

Name of Applicant: <u>Dyno Oil Co., Inc.</u>		
Name of Business (DBA): <u>Dyno's #33</u>		
Address of Premises: <u>1201 Lakeshore Dr</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 262-2921</u>		
Mailing <u>216 E Milwaukee</u>		
City <u>Spencer</u>	State <u>IA</u>	Zip: <u>51301</u>

Contact Person

Name <u>Mark Nelson</u>	
Phone: <u>(712) 262-2921</u>	Email <u>mark@dynooil.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 09/01/2020

Expiration Date: 08/31/2021

Privileges:

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

John Long

First Name: <u>John</u>	Last Name: <u>Long</u>	
City: <u>Milford</u>	State: <u>Iowa</u>	Zip: <u>51351</u>
Position: <u>Vice President</u>		
% of Ownership: <u>3.00%</u>	U.S. Citizen: <u>Yes</u>	

Mark Nelson

First Name: <u>Mark</u>	Last Name: <u>Nelson</u>	
City: <u>Spencer</u>	State: <u>Iowa</u>	Zip: <u>51301</u>
Position: <u>Owner</u>		
% of Ownership: <u>58.00%</u>	U.S. Citizen: <u>Yes</u>	

Del Nelson

First Name: <u>Del</u>	Last Name: <u>Nelson</u>	
City: <u>Wahpeton</u>	State: <u>Iowa</u>	Zip: <u>51351</u>
Position: <u>Owner</u>		

% of Ownership: 39.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: First Western Insurance

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: JUNE 26, 2020

REFERENCE: LIQUOR LICENSE RENEWAL
DYNOS
1201 E LAKESHORE DR

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

	4-08-2019 to 7-08-2019	07-09-2019 to 06-23-2020
INCIDENTS		
911 Hang up call	1	3
Accident	1	1
Business Assist	1	3
Business Security	30	155
Citizen Assist	0	5
City/CO Dept Assist	0	1
Keys Locked In Car	1	1
Fight	0	1
Found Property	0	2
General Information	0	3
Harassment	1	0
Hit and Run	0	1
Intoxicated Driver	0	2
Investigation	0	1
Motorist Assist	0	2
Pedestrian Stop	0	1
PR/Talk/Presentation	7	14
Reckless Driver	2	0
Street Beat	3	10
Suspicious Activity	0	1
Suspicious Vehicle	1	0
Theft	3	9
Traffic Control	0	1
Vehicle Maintenance	1	12
Vehicle Stop	12	29

Warrant Service	2	0
Welfare Check	0	1

ARRESTS

Public Intoxication	0	2
Warrant Service	1	0

Recommendation: Approval of liquor license.



Library Board Meeting, City of Storm Lake, July 13, 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 4:04 p.m.

Disclosure by Library Board Members – none.

Minutes – Moved by Board Member Eliason to approve June Minutes. Seconded by Board Member Mullaney. Vote by roll call, all ayes. Motion carried.

Director's Report – Board Member Lyngaas asked about the building rewiring by Rebnord and was told it was for the installation of a camera for the Children's Area. There were no questions on the Bar Charts or Ledgers. IowaPBS is going to do remaining programs virtually and the Director will deliver program packages to the families to complete our grant obligations. The Library will work on Civic Engagement with extra hours for tax form printing. In August, the civic engagement will continue with information for voter registration and census support. The Director shared two ALA Virtual sessions with interested staff, attended 12 sessions and gathered information from vendors.

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

Affirmation of Library Fines and Fees – The Board affirmed the Library Fines and Fees for submission to the City Clerk.

Policies – The COVID19 policy will be reviewed next month with changes. The Circulation Policy will include the phrase, State of Iowa in regards to residency and review the Student Library Card next month with changes.

Mission Statement – Moved by Board Member Freking to include the phrase: equitable, inclusive, and diverse. Seconded by Board Member Mullaney. Vote by roll call, all ayes. Motion carried.

Adjourn – Moved by Board Member Eliason to adjourn meeting at 4:18 p.m. Seconded by Board Member Hughes. 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 July 13, 2020.



Library Board Meeting, City of Storm Lake, July 13, 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 4:04 p.m.

Disclosure by Library Board Members – none.

Minutes – Moved by Board Member Eliason to approve June Minutes. Seconded by Board Member Mullaney. Vote by roll call, all ayes. Motion carried.

Director's Report – Board Member Lyngaas asked about the building rewiring by Rebnord and was told it was for the installation of a camera for the Children's Area. There were no questions on the Bar Charts or Ledgers. IowaPBS is going to do remaining programs virtually and the Director will deliver program packages to the families to complete our grant obligations. The Library will work on Civic Engagement with extra hours for tax form printing. In August, the civic engagement will continue with information for voter registration and census support. The Director shared two ALA Virtual sessions with interested staff, attended 12 sessions and gathered information from vendors.

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

Affirmation of Library Fines and Fees – The Board affirmed the Library Fines and Fees for submission to the City Clerk.

Policies – The COVID19 policy will be reviewed next month with changes. The Circulation Policy will include the phrase, State of Iowa in regards to residency and review the Student Library Card next month with changes.

Mission Statement – Moved by Board Member Freking to include the phrase: equitable, inclusive, and diverse. Seconded by Board Member Mullaney. Vote by roll call, all ayes. Motion carried.

Adjourn – Moved by Board Member Eliason to adjourn meeting at 4:18 p.m. Seconded by Board Member Hughes. 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 July 13, 2020.

Staff Summary

8/3/2020

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	\$ 12,884.39
Contract/Agreement	\$ 306,383.69
Local	\$ 71,268.74
Non- Local	\$ 136,222.14
Payroll/Refunds/Pyrl Tax & Ins	\$ 221,198.98
Total Expenses	\$ 747,957.94
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

Staff Summary

8/3/2020

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: **Motion To Approve Noise Variance For Deb's School of Dance at Sunset Park Bandshell**

BACKGROUND: Attached is a request from Deborah Dunn of Deb's School of Dance for a noise variance for amplified music at the Sunset Park Band Shell for dance recital practices on the following dates:

08-03-20, 08-05-20, 08-10-20, 08-12-20

The dance practice times will vary each day, but will be between the hours of 10:00 AM and 8:00 PM.

FISCAL IMPACT: None

RECOMMENDATION: Approve request.

ATTACHMENTS:

Description	Type
 variance request	Contract



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

Name: Deb Dunn
Address: 908 Hillside St. Phone Number: 225-4413
City: Cherokee Cell Phone: 712-229-0503
State: IA Zip: 51012 E-mail Address: debduunn4@gmail.com

☐ Great Lawn Area

Rental Date:

\$200.00 Rental
(per slot)

Plus \$150.00 Deposit

☒ Band Shell

Rental Date:

\$25.00 Rental
(per slot)

Plus \$50.00 Deposit

\$100 total

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 and 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:

[Signature]

Date:

7/27/20

This Section - City of Storm Lake Use Only

Payment Rec'd Date: 7-27-20

Rental Taken By: Brooklyn Ahlers

Payment Method

Deposit Payment Method

☐ Cash Receipt #:

☐ Cash

☐ Check Check #:

☐ Check Check #:

☒ Credit Card Card Type: Discover

☐ Returned Date:

Administrative Checklist

- ☐ Put on Rental Calendar
- ☐ Put on Web Calendar
- ☐ Parks Dept. Notified

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
ycclerk@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: Deborah Dunn Phone #: 712-229-0503
Mailing Address: 908 Hillside St. Email: debdunn4@gmail.com
City: Cherokee State: IA Zip: 50512
Cell Phone: 712-229-0503
2nd Contact: Lisa Shima Position/Relationship: Sister
Email: _____ Cell Phone: 712-299-1306

Requested Park: Sunset Park Bandshell Event Date: 8/3 8/5 8/10 8/12

Event Type: Practice + Dance Recital

Event Start Time: _____

Event End Time: 8 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)

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.)

Bandshell

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.

probably 20 people per class spread out.

Do you have electrical needs? yes Identify: Plugin computer & speakers Additional Electrical- \$150.00 _____

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

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

no

Are you requesting Street closures? no Which Streets? _____

Starting Time: _____ Ending Time: _____

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

no

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

no

Signature Field

[Signature]

Date:

7/27/20

Staff Summary

8/3/2020

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: **Motion to Approve Noise Variance and Street Closure for Kiwanis Car Show**

BACKGROUND: Attached is a request from Curt Reis of the Hy-Noon Kiwanis. Mr. Reis is requesting the following for a car show that will be held on Sunday September 6th, 2020 in Chautauqua Park:

Street Closures Chautauqua Park Drive at Cayuga Street closed at from the entrance to the point south of the city maintenance garage from 10:00 AM to 4:00 PM.

Requests for use of the Chautauqua Park Shelter house restrooms and electricity.

Request for a noise variance for outdoor amplified music between 10:00 AM and 4:00 PM.

A certificate of liability insurance will be provided.

FISCAL IMPACT: None

RECOMMENDATION: approve requests with proof of insurance coverage.

ATTACHMENTS:

Description	Type
request from Curt Reis	Contract

July 26, 2020

City of Storm Lake &
Park Board of Storm Lake
c/o City Clerk
City Hall
620 Erie Street
Storm Lake, IA 50588

RE: Kiwanis Car Show
Request for Noise Variance, Street Blockage, Use of Chautauqua Park
Date of Events: Sunday, September 6, 2020

Dear Ladies and Gentlemen:

This concerns the Kiwanis Car Show event to be held on Sunday, September 6, 2020. The Hy-Noon Kiwanis of Storm Lake will be hosting the annual car show. Proceeds from the car show will go to Kiwanis and used to support our commitment to youth recreation and education. As you know, many fund raising events have been cancelled this year, and we feel we have been able to modify our event to adhere to CDC and IDPH guidelines.

As in the past, this event will take place in Chautauqua Park. This is our 14th year and again we are requesting your permission to continue these activities in the park. Because of COVID-19, there will be several modifications this year

September 6, 2020:

General Description: On Sunday, September 6, 2020 we are planning the following activities in Chautauqua Park:

1. Auto Show hosted by the Hy-Noon Kiwanis
2. Because of COVID-19, events hosted by Santa's Castle will not happen this year.

Because of COVID, we are changing our show from a "judged" car show with 36 different classes to a "show and shine". With a show and shine, there are no classes and we will not be fencing the park this year. This will allow us better utilization of the park and allow better distancing of participants.

In a judged show a list of criteria is used to score the entries for purposes of awarding 1st, 2nd and 3rd places in 36 different classes. Awards this year will consist of People's Choice, Kiwanis Choice and Celebrity Choice (celebrity to be determined)

The public will be allowed unrestricted entrance to the show but will be asked for a free will donation to help support the various causes that are supported by the Hy-Noon Kiwanis.

There will also be a DJ stand set up directly to the northwest of the tennis court area to play classic car music and make award announcements for the auto show.

Street Closure Permit: We request that Chautauqua Park Drive be blocked at its entrance from Cayuga Street to the point south of the city maintenance garage. This street would need to be blocked from 10:00 am to 4:00 pm.

Request for Restrooms and Electricity: We would ask that we be allowed use of the shelter house restrooms. We will not be renting Spot-A-Pots this year. Our feelings is that using the shelter house restrooms would allow better control over sanitization of facilities as directed by CDC and IDPH.

We would also request access to the electrical at the shelter house for the DJ / sound system.

Noise Variance: We request that you allow us (Hy-Noon Kiwanis) a variance to the noise ordinance. Music and announcements will be made throughout the day. The variance would be in effect from 10:00 am to 4:00 pm.

A certificate of liability insurance will be provided naming the City of Storm Lake as insured for \$1,000,000 of coverage.

Thank you for your continued cooperation and support of this event. We look for continued growth and success. Thank you for your attention to this matter.

Sincerely,

Curt Reis
Hy-Noon Kiwanis
Car Show Committee

cc: Chris Cole (Storm Lake Public Safety)

Staff Summary

8/3/2020

Agenda Item # E.



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

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **Motion To Approve A Series of Noise Variances at BVU for Students RReturning To Campus.**

BACKGROUND: Attached to this summary is a written request from Lori Bergland of Buena Vista University submitting a series of requests for Noise Variances in connection with the return of students and faculty to the BVU campus for the 2020/ 2021 academic year.

The specific requests for Noise Variances are as follows. All of the requests are for outdoor amplified speech, events and entertainment.

Friday, 8-21-2020 from 8:00 AM to 12:00 PM DJ playing music on central campus

Friday, 8-21-2020 from 2:00 PM to 4:00 PM Amplified music for the new student processional from the Fieldhouse to Schaller Chapel

Friday, 8-21-2020 from 8:30 PM to 12:00 AM Outdoor activities (lawn games and music) Campus green space, including the forum lawn, central campus, University Cove, Scout Park and Circle Park.

Saturday, 8-22-2020 from 4:00PM to 8:00 PM Music and PA announcements on central campus, University Cove, Scout Park, Circle Park and campus green spaces.

Saturday, 8-22-2020 from 7:30PM until 12:00AM Lip Sync Battle, Comedy Sports and Outdoor Lawn Games near the Fieldhouse and campus green spaces

Sunday, 8-23-2020 from 9:00PM until 12:00PM Outdoor activities

with music and an outdoor movie screening on the forum lawn and or Football Stadium.

These requests are consistent with previous years.

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

FISCAL IMPACT: None

RECOMMENDATION: Approve the motion

ATTACHMENTS:

Description		Type
	letter	Letter

BUENA VISTA UNIVERSITY

July 15, 2020

Chief Chris Cole
Storm Lake Police Department
401 East Milwaukee Ave.
Storm Lake, Iowa 50588

Dear Chief Cole:

Buena Vista University is preparing for Welcome Week August 21-23, 2020 to welcome our new and returning students to campus. To follow COVID-19 social distancing recommendations, several events are being relocated outside to green spaces on and off our campus. We are requesting the assistance of the city. The following is an overview of the schedule.

We are requesting noise variances for the following times:

Friday, August 21

8:00am - 12:00pm	DJ to be playing music on central campus during new student move in
2:00pm	Music playing for the New Student Processional from Fieldhouse to Schaller Chapel
8:30pm – 12:00am	Outdoor activities (lawn games, music) Campus green space, including the forum lawn, central campus, University Cove, Scout Park and Circle Park

Saturday, August 22

4:00pm	Playing music and PA system announcements on central campus, University Cove, Scout Park, Circle park and campus green space, including the forum lawn
7:30pm-12:00am	Lip Sync Battle, Comedy Sportz and outdoor lawn games near Fieldhouse and campus green spaces

Sunday, August 23

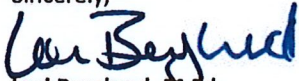
9:00pm – 12:00am	Music played during outdoor activities and an outdoor movie screening on the forum lawn or in football stadium
------------------	--

Buena Vista University will inform the University neighbors of the date and time of these events through a flier delivered to their homes, allowing residents to prepare accordingly. We will distribute the notices a week prior to the event.

We appreciate the city council's consideration of the above requests and if additional information is needed please contact Lori Berglund, Senior Director of Career & Leadership Development at 749-2444 or Erica Swanson, Assistant Director of Campus Activities & Leadership at 749-2376.

Thank you for your help making this year's activities a success for the Buena Vista University and Storm Lake community.

Sincerely,



Lori Berglund, M.Ed.

Senior Director | Career and Leadership Development

712.749.2444

610 West 4th St., Storm Lake, Iowa 50588

bvuvu.edu

GO BEAVERS!

Staff Summary

8/3/2020

Agenda Item # F.



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

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **SLPD City Code Enforcement Summary**

BACKGROUND: 07-16-20 to -7-30-20
68 total contacts

Accumulate Junk - 26
Tall Grass / Weeds - 23
Accumulate Trash - 3
Parking on restricted surfaces - 8
Junk Vehicles - 5
Accumulate used tires - 3

0 citations

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

8/3/2020

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: David Derragon, Assistant City Manager

SUBJECT: **Public Hearing for the 2020 Expansion Boulevard Hydrant Improvements Plans, Specifications, and Form of Contract**

BACKGROUND: Tyson Fresh Meats (Developer) is expected to construct a new feed mill processing facility. The new facility would replace their current facility which is located in the Central Business District. The Developer is proposing to create 15 new jobs in addition to the current 12 jobs. Construction is expected to be completed by April 1, 2021.

The City and Developer approved a development agreement on January 6, 2020. The agreement includes provisions whereby the City will provide public infrastructure improvements including asphalt overlay of Expansion Blvd, sanitary sewer lining, and watermain improvements.

Individual bidding documents will be prepared for the pavement, sanitary sewer, and watermain components. The project under consideration this evening is for the watermain improvements which includes installation of multiple hydrants connecting to the existing watermain along Expansion Boulevard from Radio Road to approximately 570 east of Gilbert Street.

FISCAL IMPACT: The Engineer's Opinion of Probable Construction Cost is \$98,205.00.

RECOMMENDATION: Open Public Hearing

Hear Comments
Close Public Hearing

ATTACHMENTS:

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

NOTICE OF PUBLIC HEARING

2020 Expansion Boulevard Hydrant Improvements City of Storm Lake

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Storm Lake on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:00 P.M. on August 3, 2020, at 620 Erie Street, in Storm Lake, Iowa.

Project Description: Installation of multiple hydrants connecting to existing watermain, and other related improvements along Expansion Boulevard from Radio Road to approximately 570 east of Gilbert Street in Storm Lake, IA.

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

Mayra Martinez
City Clerk

ENGINEER'S ESTIMATE

Expansion Boulevard Hydrant Improvements
City of Storm Lake

BMI PROJECT NO. P11.120650



**BOLTON
& MENK**

Real People. Real Solutions.

July 6, 2020

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
1	EXPLORATORY EXCAVATION	HR	6	\$350.00	\$2,100.00
2	TRENCH FOUNDATION	TON	8	\$100.00	\$800.00
3	WATER MAIN, TRENCHED, PVC, 6"	LF	24	\$75.00	\$1,800.00
4	WATER MAIN, TRENCHED, PVC, 12"	LF	26	\$100.00	\$2,600.00
5	FITTING, DUCTILE IRON	LB	567	\$15.00	\$8,505.00
6	GATE VALVE, 6"	EA	3	\$2,500.00	\$7,500.00
7	GATE VALVE, 12"	EA	1	\$5,000.00	\$5,000.00
8	TAPPING VALVE ASSEMBLY, 12"X6"	EA	3	\$6,500.00	\$19,500.00
9	INSERTION VALVE, 12"	EA	1	\$12,000.00	\$12,000.00
10	FIRE HYDRANT	EA	6	\$3,500.00	\$21,000.00
11	TEMPORARY TRAFFIC CONTROL	LS	1	\$9,000.00	\$9,000.00
12	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.2	\$12,000.00	\$2,400.00
13	MOBILIZATION	LS	1	\$6,000.00	\$6,000.00

OPINION OF PROBABLE CONSTRUCTION COST: **\$98,205.00**



PROJECT MANUAL

Expansion Boulevard Hydrant Improvements

City of Storm Lake

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



Bolton-Menk.com

SECTION 00005 – CERTIFICATION

PROJECT MANUAL

for

Expansion Boulevard Hydrant Improvements

City of Storm Lake

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. DocuSigned by:  Joshua Pope 7907B500A61D4F7... License No. 23600 My renewal date is 12/31/2021 Pages or sheets covered by this seal: <u>All Sheets</u> Date: <u>July 6, 2020</u>
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SECTION 00010 - TABLE OF CONTENTS

Expansion Boulevard Hydrant Improvements City of Storm Lake

CONTRACT DOCUMENTS:

PROJECT MANUAL:

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

00005 - CERTIFICATION PAGE

00010 - TABLE OF CONTENTS

00100 - NOTICE TO BIDDERS

00200 - INSTRUCTIONS TO BIDDERS

00410 - PROPOSAL

00420 - BID BOND

00450 - INFORMATION REQUESTED FROM LOW BIDDER

00500 - CONTRACT

00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

00800 - SPECIAL PROVISIONS

00900 - NOTICE OF AWARD

00910 - NOTICE TO PROCEED

00920 - LETTER OF TRANSMITTAL

DRAWINGS (UNDER SEPARATE COVER):

4 sheets, with each sheet bearing the following general title:

Expansion Boulevard Hydrant Improvements
City of Storm Lake

APPENDICES

INSERTION VALVE TECHNICAL SPECIFICATION

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

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

SECTION 00100 - NOTICE TO BIDDERS**Expansion Boulevard Hydrant Improvements
City of Storm Lake**

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair or improvement as stated below must be filed online before 2:30 P.M. on July 22, 2020, through Quest CDN.

Time and Place Sealed Proposals Will be Opened and Considered. Proposals for the work described below will be received online only through QuestCDN.com until 2:30 PM on July 22, 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/2NEN1mD> Call: 612-428-8778, Conference ID: 188 627 311#. The results will be reported to the City of Storm Lake at its meeting at 5:00 P.M. on August 3, 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 on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before June 11, 2021 and completed and made ready for final payment on or before June 25, 2021.

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

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

Contract Documents. Copies of the project documents are available for a price of \$25 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 218 11th Street SW, Spencer, IA 51301, (712) 580-5075, fax (515) 233-4430. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering Quest project #7093193 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes.

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

PROJECT DESCRIPTION: Installation of multiple hydrants connecting to the existing watermain along Expansion Boulevard from Radio Road to approximately 570 east of Gilbert Street in Storm Lake, IA.

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

Mayra Martinez

City Clerk

SECTION 00200 - INSTRUCTIONS TO BIDDERS

Expansion Boulevard Hydrant Improvements
City of Storm Lake

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly as failure to complete and sign all documents and to comply with the requirements listed below can cause a submitted bid not to be read.

ARTICLE 1 - BID SECURITY

- 1.01 The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of a cashier's check or certified check drawn on a state chartered or federally chartered bank; or a certified share draft drawn on a state chartered or federally chartered credit union; or a bidder's bond with corporate surety satisfactory to the City of Storm Lake, hereinafter called the "Jurisdiction".
- 1.04 The bid bond may be submitted on the enclosed Bid Bond form (or form that is equivalent in terms, duration, and obligation). All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.

ARTICLE 2 - SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- 2.01 For this project the City will only be accepting online electronic bids through QuestCDN. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. Prospective bidders must be on the planholders list through QuestCDN for bids to be accepted. A Bid shall be received no later than the date and time prescribed. Bids received after the date and time prescribed for the opening of bids, or not submitted in the designated manner, will not be accepted. It is the sole responsibility of the bidder to see that its proposal is received online only via Quest CDN prior to the time for opening bids along with the appropriate bid security.
- 2.02 The following documents shall be completed and uploaded to Quest CDN. The bid cannot be read if any of these documents are omitted from the Proposal.
 - A. PROPOSAL – Complete each of the following parts:
 - Part B – Acknowledgment of Addenda, if any have been issued;
 - Part C – Bid Items, Quantities and Prices
 - Part G – Identity of Bidder;
- 2.03 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

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

Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete as stated in Section 00500 Contract. Liquidated Damages will be assessed as detailed in the stated in Section 00500 - Contract.

- 3.02 Community Events.

Successful bidder will be required to coordinate with the owner and accommodate the owner's requirements for the following list of events: None

- 3.03 Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Storm Lake and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless City of Storm Lake from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2-years from and after acceptance of the work.
- 3.04 The City of Storm Lake, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 4 - PREFERENCE OF PRODUCTS AND LABOR

- 4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state of foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

ARTICLE 5 - TAXES

- 5.01 The City will issue a sales tax exemption certificate and authorization letters to the Contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 5.02 The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material.

5.03 Income Tax:

- A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
- B. If successful bidder is a non-Iowa partnership, individual or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

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

SECTION 00410 - PROPOSAL

Expansion Boulevard Hydrant Improvements
City of Storm Lake

PROPOSAL: PART A – SCOPE

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

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

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

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

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

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

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

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; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract for each day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

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

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

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

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	None

PROPOSAL: PART G - IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Joint-venture; all parties must join-in and
execute all documents
- ☐ Other

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

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.

By

Bidder

Signature

Name (Print/Type)

Title

Street Address

City, State, Zip 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

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

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

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

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

Firm Name: _____
Signature: _____ Date: _____

WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS

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

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

Expansion Boulevard Hydrant Improvements
City of Storm Lake
Storm Lake, IA 50588

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	EXPLORATORY EXCAVATION	HR	6	\$	\$
2	TRENCH FOUNDATION	TON	8	\$	\$
3	WATER MAIN, TRENCHED, PVC, 6"	LF	24	\$	\$
4	WATER MAIN, TRENCHED, PVC, 12"	LF	26	\$	\$
5	FITTING, DUCTILE IRON	LB	567	\$	\$
6	GATE VALVE, 6"	EA	3	\$	\$
7	GATE VALVE, 12"	EA	1	\$	\$
8	TAPPING VALVE ASSEMBLY, 12"X6"	EA	3	\$	\$
9	INSERTION VALVE, 12"	EA	1	\$	\$
10	FIRE HYDRANT	EA	6	\$	\$
11	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
12	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.2	\$	\$
13	MOBILIZATION	LS	1	\$	\$
			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.

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SECTION 00420 - BID BOND

**Expansion Boulevard Hydrant Improvements
City of Storm Lake**

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and

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

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

Expansion Boulevard Hydrant Improvements

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

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

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

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

SURETY:

By

Surety Company_____
Signature Attorney-in-Fact/Officer_____
Name of Attorney-in-Fact/Officer_____
Company Name_____
Company Address_____
City, State, Zip Code_____
Company Telephone Number**PRINCIPAL:**

By

Bidder_____
Signature_____
Name (Print/Type)_____
Title_____
Address_____
City, State, Zip Code_____
Telephone Number

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

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER

**(The Low Bidder May Be Requested To Provide This Information After
The Bids Are Received But Prior To Issuing The Notice Of Award)**

GENERAL INFORMATION

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

Contractor's name and address: _____

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

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

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

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

EQUIPMENT/MATERIAL SOURCE INFORMATION

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

- Watermain Pipe & appurtenances
- Erosion Control
- Plantings
- Hydrants
- Valves
- Tapping Valve Assemblies
- Insertion Valve

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

SECTION 00500 - CONTRACT**Expansion Boulevard Hydrant Improvements
City of Storm Lake**

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

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Expansion Boulevard Hydrant Improvements as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, IA 50588, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

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

Expansion Boulevard Hydrant Improvements

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

CONTRACT PROVISIONS

- A. Completion Date
 - 1. All work under the Contract must be substantially complete on or before June 11, 2021.
 - 2. All work under the Contract must be completed & made ready for final payment on or before June 25, 2021.
- B. Liquidated Damage
 - 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of \$532.25 (Five hundred thirty-two dollars and twenty-five cents) for each day the work remains incomplete.
 - 2. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner Ninety dollars and sixty-five cents (\$90.65) for each day that expires after such time until the Work completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

C. Maintenance Bond & Warranty

1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Storm Lake , from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.
2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2-years from and after acceptance of the work.
3. For purposes of the maintenance bond, acceptance of work shall be interpreted as the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08 and the maintenance period shall commence on the date when final payment is due in accordance with SUDAS Section 1090, Paragraph 1.08, unless otherwise modified by the Specifications or Written Agreement.

D. Bid Quantity Revisions

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

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

JURISDICTION: City of Storm Lake

CONTRACTOR:

By _____
Mike 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	EXPLORATORY EXCAVATION	HR	6	\$	\$
2	TRENCH FOUNDATION	TON	8	\$	\$
3	WATER MAIN, TRENCHED, PVC, 6"	LF	24	\$	\$
4	WATER MAIN, TRENCHED, PVC, 12"	LF	26	\$	\$
5	FITTING, DUCTILE IRON	LB	567	\$	\$
6	GATE VALVE, 6"	EA	3	\$	\$
7	GATE VALVE, 12"	EA	1	\$	\$
8	TAPPING VALVE ASSEMBLY, 12"X6"	EA	3	\$	\$
9	INSERTION VALVE, 12"	EA	1	\$	\$
10	FIRE HYDRANT	EA	6	\$	\$
11	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
12	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.2	\$	\$
13	MOBILIZATION	LS	1	\$	\$
			TOTAL AMOUNT BID:		\$

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SURETY BOND NO. _____

SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Expansion Boulevard Hydrant Improvements
City of Storm Lake

KNOW ALL BY THESE PRESENTS:

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

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

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

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

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

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

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

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. _____

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

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

Surety Countersigned By:

PRINCIPAL:

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

 Contractor

By: _____

 Signature

 Name of Resident Commission Agent

 Title

 Company Name

SURETY:

 Company Address

 Surety Company

 City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

 Company Telephone Number

 Name of Attorney-in-Fact Officer

 Company Name

 Company Address

 City, State, Zip Code

 Company Telephone Number

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

SECTION 00800 - SPECIAL PROVISIONS

FOR

Expansion Boulevard Hydrant Improvements
City of Storm Lake

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1) CONTRACT PROVISIONS

a) Completion Date

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

b) Liquidated Damage

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

c) Maintenance Bond & Warranty

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

d) Bid Quantity Revisions

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

2) DEFINITION AND INTENT

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

- i) The 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 Expansion Boulevard Hydrant 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 1050, 1.05 Shop Drawings, Certificates, and Equipment Lists.

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

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

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 construction of the Expansion Boulevard Hydrant Improvements as described in the Official Publication.

5) PLANS AND SPECIFICATIONS

a) The Owner will furnish five (5) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the Owner for printing costs for additional copies required.

b) Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

6) SUBMITTALS

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

b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.

i) Testing reports.

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

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

iv) Purchase orders and subcontracts without prices.

v) Traffic control and staging plan.

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

vii) List of Subcontractors and Suppliers.

c) The Engineer's review of a submittal shall not relieve the Contractor from the responsibility for deviation from the drawings and specifications unless the Contractor has, in writing, called the Engineer's attention to the deviations at the time of submission; nor shall it relieve the Contractor from the responsibility of errors within the submittal.

d) All submittals shall be reviewed by the Engineer prior to their incorporation into the project. If materials are installed without prior review and found to be non-conforming, they will be subject to removal at the Contractor's expense

7) STANDARDS AND CODES

- a) Construct improvements with best present day construction practices and equipment.
- b) Conform with and test in accordance with applicable sections of the following standards and codes.
 - i) American Association of State Highway and Transportation Officials (AASHTO).
 - ii) American Society for Testing and Materials (ASTM).
 - iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - iv) Iowa Department of Natural Resources (IDNR)
 - v) American National Standards Institute (ANSI).
 - vi) American Water Works Association (AWWA).
 - vii) American Welding Society (AWS).
 - viii) Federal Specifications (FS).
 - ix) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
 - x) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 - xi) Standards and Codes of the State of Iowa and the ordinances of the Owner.
 - xii) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.
- c) Permits Obtained by Contractor
 - i) The contractor shall secure and pay for the cost of any permit not obtained by the owner.
- d) Permits Obtained by Owner
 - i) The owner has applied for the following permits from appropriate authorities. It is anticipated that permission to proceed will be authorized prior to the execution of Contract. The Contractor shall perform all work and conduct itself in full accordance with the requirements of the applicable permit:
 - (1) Iowa Department of Natural Resources (IDNR) – Watermain Plan Review
 - ii) The Contractor shall be responsible for meeting all bonding and insurance requirements which may be required as a condition to any permit listed above.

8) CONSTRUCTION GENERAL

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

9) EMPLOYMENT PRACTICES

- a) Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.
- b) The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
 - i) To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - ii) To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

10) RESPONSIBILITY OF CONTRACTOR

- a) Contractor shall provide supervision of the work.
- b) Contractor shall provide protection of all property from injury or loss resulting from construction operations.
- c) Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of Owner and Engineer.
- d) Contractor shall cooperate with Owner, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- e) Contractor shall keep cleanup current with construction operations.
- f) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

11) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.

- b) The following Community Events are scheduled. Contractor is required to coordinate with the Owner as needed to allow use of public property as necessary for the event. If contract continues for multiple years, event is still in force even though dates and locations may change.

- i) None

12) CONSTRUCTION FACILITIES

- a) Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- b) Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- c) Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic.
- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of Engineer.
- e) Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

13) PROJECT SUPERVISION

- a) The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- b) Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Contractor.
- c) Weekly progress meetings, if specified at the preconstruction conference may be held at the project site to review project schedule, coordinate activities, resolve conflicts, and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- d) Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.
- e) Contractor shall provide supervision of all sub-contractors and their personnel while on the site.

14) COORDINATION WITH OTHERS

- a) Contractor shall coordinate construction with the Owner, utility companies, affected property owners, and other contractors working in vicinity of this project.
- b) It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- c) Contractor shall coordinate with property owners prior to beginning work that will affect their parcel. Contractor shall notify engineer no less than 72 hours in advance of planned water service disruptions to parcels.

- d) The Contractor shall coordinate all work requiring the limiting of access to buildings by emergency equipment with fire and emergency departments. This shall include notification of the daily construction schedule.

15) CONSTRUCTION LIMITS

- a) Disturbed areas shall be restored by the contractor to the satisfaction of the Jurisdiction.
- b) Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.
- c) All work on this project will be within City Right-of-Way, Easements or Public Property.

16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update it as needed due to changes in progress of construction from original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.
- f) Upon work commencing, work shall be continuously pursued at each site until substantial completion is achieved.
- g) The Contractor shall not be allowed to leave the construction site for a period of more than seven (7) consecutive calendar days, except for unforeseeable delays due to weather. Should the Contractor be absent from the project site for more than this duration, the Owner may assess a **fee in the amount of \$1500 per day for each day** that the Contractor is absent and until typical construction activity is resumed.

17) CONSTRUCTION PHASING

- a) Contractor shall include construction phasing on the required construction schedule submittal.

18) CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- b) All hydrants and valves shall be located with tie-off dimensions to known items on the plans or in the field to enable the Contractor or City personnel to locate these structures for adjustment

19) MATERIALS TESTS

- a) Material testing as specified for construction will be completed by an independent testing laboratory retained by the Owner. Testing shall meet the requirements of the SUDAS Standard Specifications.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall not deliver materials to the project site until laboratory tests have been furnished which verify compliance of materials with specifications.

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

20) EXISTING UTILITIES

- a) Location of utility lines, mains, cables, and appurtenances shown on plans are from information provided by utility companies and records of the Owner.
- b) Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- c) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- d) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- e) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate with the utility company and provide work schedules to the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- i) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

21) SALVAGE OF MATERIALS / DISPOSAL

- a) The Contractor shall remove from the project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials, and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed as directed by the Engineer.
- b) The Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- c) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- d) The Contractor shall dispose of broken concrete, asphalt, granular material, rubble, and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.
- e) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- f) The City of Storm Lake retains first right of refusal for retaining any existing materials removed by the construction.

- g) The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.
- h) Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

22) TRAFFIC CONTROL

- a) The Contractor shall provide sufficient surveillance of the traffic control devices to ensure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:
 - The Engineer
 - The Owner
 - Local Law Enforcement Agencies
- b) The Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work or be subject to a \$ 100 per hour deduction from the time of notification for non-attention to project security and safety.
- c) The Contractor shall schedule the work to cooperate fully with business property owners and occupants abutting the project to minimize the time of restricted access to their property during the construction period.
- d) The Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
 - i) Notification shall be provided by written notice delivered to the business. The following items shall be included within the notice:
 - (1) The street name, location and proposed date of street closure.
 - (2) The estimated schedule for completion of work.
 - (3) The estimated date for reopening of the street.
 - (4) Procedure for garbage collection/recycling and postal service.
- e) The cost of maintaining vehicular and pedestrian traffic on temporary surfaced drives, walkways, including the eventual removal of the temporary surfacing material, shall be considered incidental to traffic control.
- f) In the event that any of the above right-of-way require traffic to be detoured around the construction zone, the Contractor shall prepare the detour route with the appropriate Agency representatives. The Contractor shall provide and maintain all signing and other traffic control required. The affected Agency shall be notified by the Contractor before re-routing traffic. Dust control and road maintenance of the by-pass route shall be the Contractor's responsibility.
- g) Contractor shall furnish, erect, and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones, and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- h) Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- i) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- j) Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- k) Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.

23) TEMPORARY FENCES

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

24) EROSION & SEDIMENT CONTROL

- a) If Contractor fails to install and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written order to the Contractor. **Failure to perform this work within 24 hours of notification of non-compliance may result in the Owner issuing a Municipal Infraction for Illicit Discharge and/or the Owner or Engineer arranging for completion of the work by others. A contract deduction shall be made equal to the total of all costs to perform such work so arranged, including but not limited to, labor, materials, equipment and administrative costs.**
- b) Contractor shall protect adjoining property (including public sanitary/storm sewer systems and streets) from any damage resulting from movement of earth or other debris from the project site. Any damage shall be repaired immediately.
- c) Contractor shall prevent the accumulation of earth or debris on adjoining public or private property from the project. Contractor shall remove any accumulation of earth or debris immediately and prevent the repetition of any instance where earth or debris moves from the project site to adjoining public or private property.
- d) Contractor shall provide erosion control measures necessary to protect against siltation and erosion from the flow of storm water. Maintain continuous operation of the storm sewer system throughout the construction period.
- e) Contractor shall use erosion control methods at all drainage courses, swales, and storm sewer inlets/outlets to protect against siltation and erosion.
- f) The Contractor will be fully liable for all damages to public and private property caused by their action or inaction in providing for handling of storm water flow during construction.

25) DEWATERING

- a) Contractor shall perform all construction work in dry conditions.
- b) Unless specified in the Bid Items, all costs associated with Dewatering activities shall be incidental to the project.
- c) Contractor shall submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- d) Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- e) Should cohesive soils with no wet sand seams or layers be encountered, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.

- f) The Contractor shall not pump water from open excavation in sand and gravel below the natural ground water level.
- g) Contractor shall maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
 - i) A dewatering system (well points or shallow wells) shall be installed when working in cohesionless soils.
 - ii) Costs of installing and operating dewatering system are incidental, unless specified otherwise.
- h) Contractor shall provide means for conveying surface water encountered during construction.
 - i) Surface water shall be prevented from flowing into excavation and accumulated water shall be removed.
 - ii) Surface water and storm sewer flows shall be diverted around areas of construction.
 - iii) Sanitary sewers shall not be used for the disposal of dewatering or trench water.
- i) Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- j) Costs of conveying both surface water and groundwater are incidental.

26) INCIDENTAL CONTRACT ITEMS

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

- Construction and removal of temporary access roads
- Construction fencing
- Construction staging & phasing
- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City of Storm Lake
- Coordination and cooperation with other Contractors
- Coordination and cooperation with other projects in the area
- Coordination and cooperation with utility companies
- Dewatering and handling storm water flow during construction
- Dust control measures
- Engineering Fabric
- Erosion & Sediment Control
- Excavation, verification and protection of existing utilities
- Field and wood fence removal
- Field testing
- Finish grading
- Full depth sawcutting of existing pavement
- Grading for storm sewer outlets
- Granular surfacing removal
- Maintenance and watering for seeding and sodding
- Maintenance of erosion control measures, including silt removal
- Material testing
- Monitoring weather conditions
- Mowing

Overhaul
Pipe bedding material
Protection of existing hydrant(s) and valve(s)
Protection of existing trees and plantings not shown as removals
Protection of existing utilities and light poles
Removing and reinstalling existing signs
Reseeding
Site cleanup/restoration
Temporary safety closures
Temporary sheeting and shoring
Working backfill to reduce moisture content
Wrapping of watermain fittings with plastic

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

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

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

PROJECT TITLE: Expansion Boulevard Hydrant Improvements
 PROJECT DESCRIPTION: Installation of multiple hydrants connecting to the existing watermain along Expansion Boulevard from Radio Road to approximately 570 east of Gilbert Street 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: Expansion Boulevard Hydrant
Improvements

Project Owner: City of Storm Lake

Project Location: Storm Lake, IA 50588

You are hereby notified to commence WORK in accordance with the Agreement awarded on _____, 2019. 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: _____

APPENDIX

INSERTION VALVE TECHNICAL SPECIFICATION

Expansion Boulevard Hydrant Improvements
City of Storm Lake

1) GENERAL

A. DESCRIPTION OF WORK

Install insertion valves for water mains.

B. SUBMITTALS

Comply with SUDAS Division 1 - General Provisions and Covenants

C. SUBSTITUTIONS

Comply with SUDAS Division 1 - General Provisions and Covenants

D. DELIVERY, STORAGE, AND HANDLING

Comply with Division 1 - General Provisions and Covenants, as well as the following:
Remove insertion valves contaminated with mud and surface water from the site. Do not use in construction unless thoroughly cleaned, inspected, and approved by the owner.

E. SCHEDULING AND CONFLICTS

Comply with SUDAS Division 1 - General Provisions and Covenants

2) MEASUREMENT AND PAYMENT

A. MEASUREMENT

Each size of insertion valve assembly will be counted.

B. PAYMENT

Payment will be at the unit price for each insertion valve.

C. INCLUDES

Unit price includes, but is not limited to, excavation, tapping equipment, tapping material, the tap, valve box and cover, valve box extension, valve stem extension, backfill, and compaction.

3) PRODUCT

A. INSERTION VALVE (WET TAP)

1. The Equipment shall be capable of installation, without shutdown, at one location, for 12" diameter pipe size. The capabilities specified herein are minimum mandatory requirements that must be met by any Insertion Equipment or Insertion Valve offered.
2. Insertion Valves shall be EZ Valve by Advanced Valve Technologies LLC, InsertValve by TEAM Industrial Services, Insta-Valve Plus by Hydra-Stop, or approved equal.
3. All Insertion Valves and miscellaneous components shall be new, free from defects or contamination, and wherever possible shall be the standard product of the manufacturer.

4. All Insertion Valves shall be provided as shown in the plans, schedules, and as specified herein. Buried Insertion Valves shall be non-rising stem, and wrench operated. The valve assemblies shall be furnished complete and adequate for the specified or shown purpose, and shall include all essential components of equipment, together with all mountings and other appurtenances normal and necessary for proper installation, whether shown or not. Insertion Valves shall be equipped with a 2-inch square AWWA operating nut, open left.
5. The Insertion Valve shall be capable of pressure-tight assembly to exterior of the pipe in which flow is to be stopped at a working pressure not to exceed 250 PSI.
6. The Insertion Valve shall be constructed of a two (2) piece, Ductile Iron casting (Top & bottom), to be bolted together, using Ductile Iron bolts with zinc alloy anodes (Corrosion protection), manufactured to the ductile iron specification of ASTM 536 65-45-12.
7. The Insertion Valve shall meet AWWA Material Specification of C509-09 for Resilient Seal Valves suitable for Potable water service.
8. The Ductile Iron Gate shall have a resilient rubber seal 360 degrees around the gate and is expandable to the ID (Inside Diameter) of the pipe.
9. The valve stem shall be made of Stainless Steel with a tensile strength of 60,000 psi.
10. The valve body shall have a corrosion protection coating.
11. The Insertion Valve shall use Stainless Steel fasteners joining the Valve Bonnet to the Valve top casting, unless otherwise noted in assembly drawings.
12. The Cutting / Drilling: Slot to thickness of Wedge and 120 degrees across the pipe.
13. The design of the valve shall have a satisfactory seal against the pipe exterior in the following ranges, using multiple gaskets if necessary. Valves shall conform to the operational (turns) requirements of AWWA C – 509-09 with specified turns to open Right (Clockwise) or open Left (Counter Clockwise).
14. Valve boxes shall be the same size as the pipe on which they are located and heavy duty (thick cast) marked "WATER" on valve box cover.
15. Valve umbrella anchorage assembly shall be manufactured by Adaptor, Inc., Oak Crest WI, or equivalent.

4) EXECUTION

A. VALVE INSERTION EQUIPMENT

1. The equipment shall be capable of installation, without shutdown, on pipe sizes of 6" and 12" diameters. The capabilities specified herein are minimum mandatory requirements that must be met by any Insertion Equipment or Insertion Valve offered.
2. Equipment shall consist of cutting unit, and a detachable rotary chain drive feed.
3. End Mill cutting system shall have a positive "Stop" Mechanism located on the opposite end of the rotary chain feed drive, to prevent under or over rotation of the 120 Degree slotting operation
4. The End Mill cutting unit shall be able to cut size (4" – 12").
5. The end mill cutter shall be manually advanced laterally by the work person to prevent cutter damage due to inclusions (hard spots, etc.) in the pipe. The cutter teeth shall be able to be field replaceable if necessary.

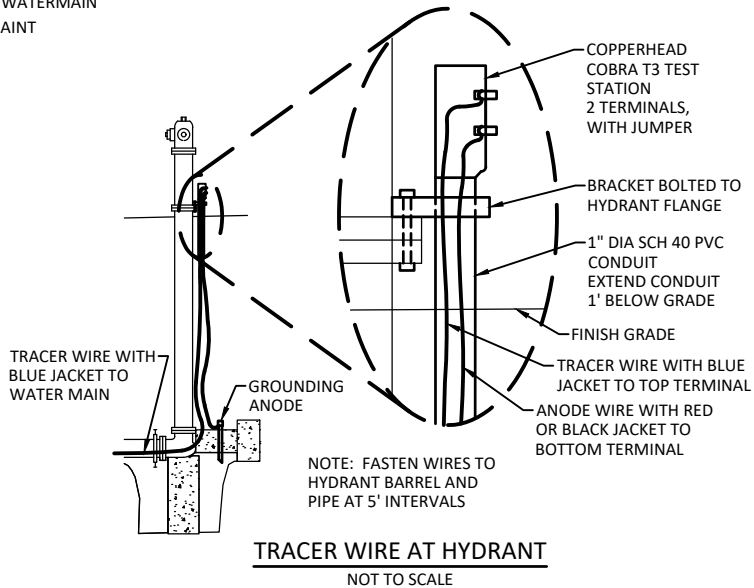
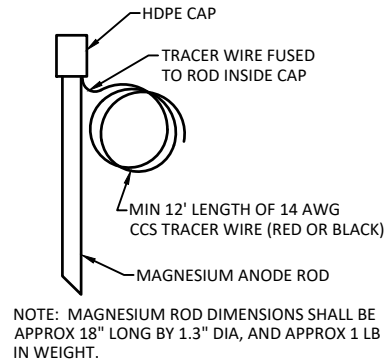
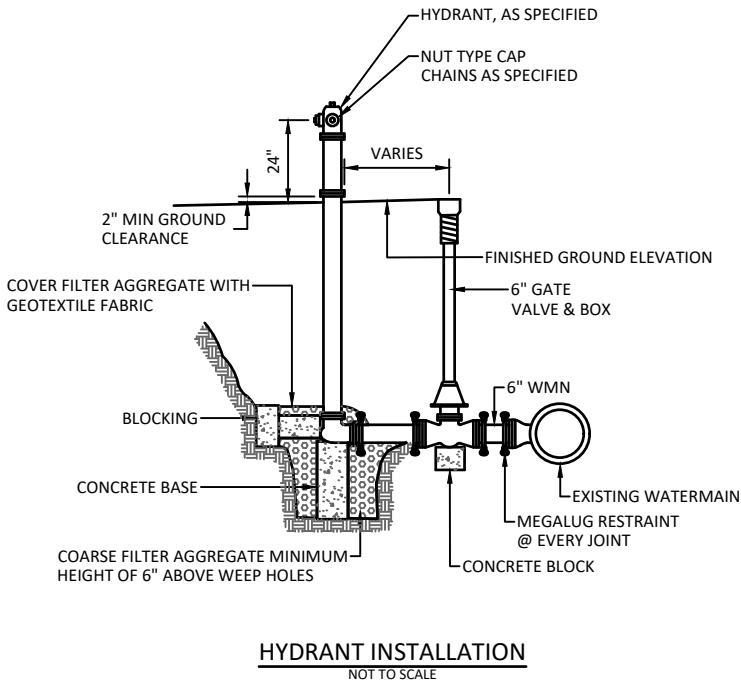
6. The End Mill process shall constitute a rotary End Mill that through the rotation of the Valve casting, cuts a slot, 120 degrees across the top of the pipe only. This allows for the insertion of the resilient wedge mechanism.
7. During the End Mill operation, the "Chips" created by the End Mill Cutter shall be flushed outside of the pipe.

B. VALVE BOX

1. Straighten and adjust valve box to final grade

C. COMPACTION

1. For cohesive soils, compact backfill material to no less than 95% of maximum Standard Proctor Density.
2. For cohesionless soils, compact backfill material to no less than 70% of Relative Density.



NPDES PERMIT IS NOT REQUIRED FOR THIS PROJECT. THIS DOES NOT ELIMINATE CONTRACTOR'S RESPONSIBILITY FROM PREVENTING EROSION AND UNACCEPTABLE RUNOFF FROM ENTERING STORM SEWERS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, DUST CONTROL AND PROTECTING BARE SOIL FROM EROSIVE FORCES.



GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE "IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" SHALL GOVERN.

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

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

RESOURCE LIST

CITY OF STORM LAKE

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

City Manager:
Keri Navratil
Assistant City Manager:
David Derragon

Mayor: Mike Porsch

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

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

Public Services Supervisor:
Scott Bonebrake

UTILITIES

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

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

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

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

WATER, WASTEWATER,
STORMWATER
City of Storm Lake
433 Vilas Rd.
Storm Lake, IA 50588
712-732-8029

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

EXPANSION BOULEVARD HYDRANT IMPROVEMENTS**QUANTITIES & DETAILS**

CITY OF STORM LAKE, IOWA

JULY, 2020

**ESTIMATED PROJECT QUANTITIES**

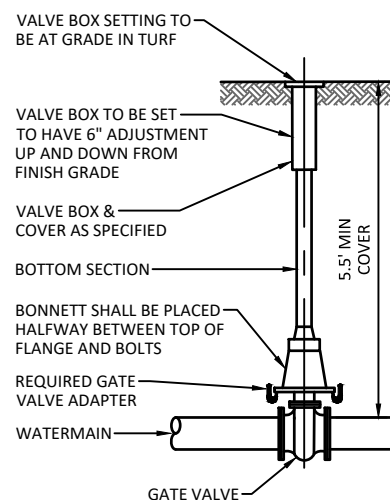
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT
1	2010-108-X-X	EXPLORATORY EXCAVATION	HR	6
2	3010-108-C-0	TRENCH FOUNDATION	TON	8
3	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 6"	LF	24
4	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 12"	LF	26
5	5010-108-C-2	FITTING, DUCTILE IRON	LB	567
6	5020-108-A-0	GATE VALVE, 6"	EA	3
7	5020-108-A-0	GATE VALVE, 12"	EA	1
8	5020-108-B-0	TAPPING VALVE ASSEMBLY, 12"X6"	EA	3
9	5020-108-X-X	INSERTION VALVE, 12"	EA	1
10	5020-108-C-0	FIRE HYDRANT	EA	6
11	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1
12	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.2
13	11020-108-A-1	MOBILIZATION	LS	1

WATERMAIN FITTING WEIGHTS

FITTING	WEIGHT	PLAN	TOTAL WEIGHT	AS-BUILT	REMARKS
SIZE	TYPE	(LBS)	QUANTITY	(LBS)	
12"x 6"	TEE	113	3	339	
12"	SLEEVE	76	3	228	
TOTAL			567		

NOTES:

1. VALVE BOX SHALL BE CENTERED ON OPERATING NUTS, STRAIGHT, FREE FROM DEBRIS, AND ALL SECTIONS UNBROKEN
2. VALVES IN EASEMENTS SHALL HAVE CHANNEL POST WITNESS MARKERS WITH REFLECTIVE "GV" SIGN
3. COMPACTION WITH MECHANICAL TAMPER AROUND VALVE BOX SHALL BE PLACED AND COMPACTED WITH 2' LIFTS TO ACHIEVE 95% COMPACTION

**GATE VALVE BOX INSTALLATION**

NOT TO SCALE

EXPANSION BOULEVARD HYDRANT IMPROVEMENTS

CITY OF STORM LAKE, IOWA

NOTES

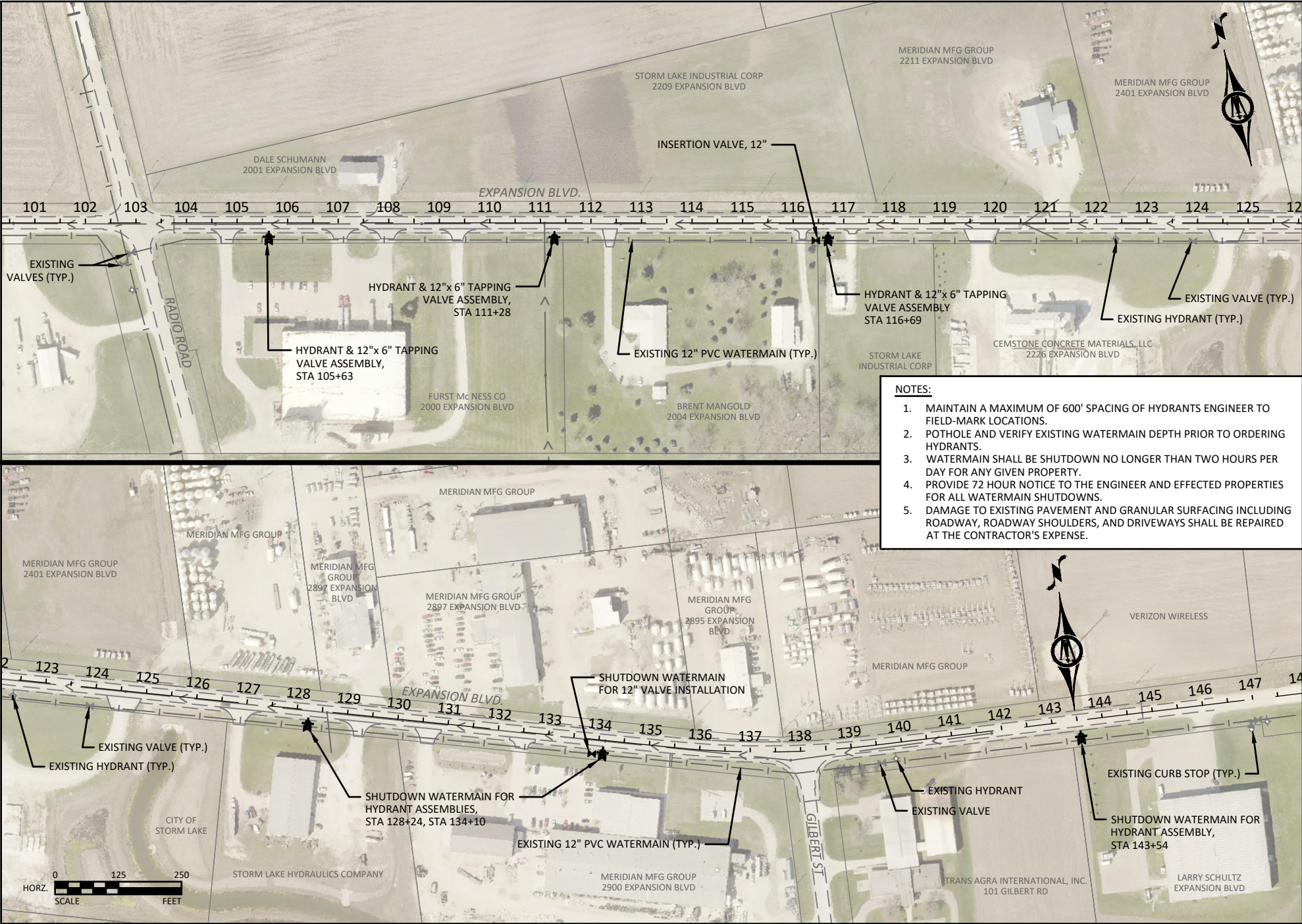
JULY, 2020

**ESTIMATE REFERENCE INFORMATION**

ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-108-X-X	<u>EXPLORATORY EXCAVATION</u> THIS ITEM IS FOR THE INVESTIGATION OF LOCATIONS AND ELEVATIONS OF AN EXISTING UTILITY TO VERIFY THE POTENTIAL FOR CONFLICTS. THE ENGINEER OR THEIR REPRESENTATIVE MUST VERIFY THE CONDITIONS FOUND. NO PAYMENT WILL BE MADE FOR EXPLORATORY EXCAVATION UNLESS SPECIFICALLY DIRECTED AND AGREED TO BY THE ENGINEER. EXPLORATORY EXCAVATION WILL NOT BE PAID FOR EXCAVATION REQUIRED TO LOCATE AND CONNECT TO EXISTING PIPES UNLESS THE ENGINEER AGREES THAT EXCAVATION BEYOND WHAT COULD BE CONSIDERED REASONABLE IS REQUIRED. WHERE EXPLORATORY EXCAVATION IS PERFORMED IN A LOCATION THAT WILL NOT BE DISTURBED LATER, BACKFILL SHALL BE PLACED AND COMPACTED TO THE DENSITY SPECIFIED ELSEWHERE IN THE CONTRACT DOCUMENTS FOR THE TYPE OF UTILITY LOCATED. CONTRACTOR HAS THE OPTION TO USE OPEN EXCAVATION OR VACUUM TYPE EQUIPMENT TO PERFORM THE EXCAVATION DEPENDING UPON SITE CONDITIONS.
2	3010-108-C-0	<u>TRENCH FOUNDATION</u> THIS ITEM IS TO INCORPORATE TRENCH FOUNDATION WHERE UNSUITABLE MATERIALS ARE FOUND BELOW THE PIPE BEDDING DURING CONSTRUCTION. ENGINEER SHALL APPROVE ALL TRENCH FOUNDATION LOCATIONS PRIOR TO CONTRACTOR PERFORMING THIS WORK. MATERIAL PLACED IN LIEU OF PERFORMING NECESSARY DEWATERING SHALL NOT BE PAID.
3	5010-108-A-1	<u>WATER MAIN, TRENCHED, PVC, 6"</u>
4	5010-108-A-1	<u>WATER MAIN, TRENCHED, PVC, 12"</u> PIPE SHALL BE DR-18 UNLESS OTHERWISE NOTED. ALL JOINTS, THRUST BLOCKS, TRACER WIRE AND TRACER WIRE CONNECTIONS, GROUNDING ANODES, AND CONNECTIONS TO EXISTING MAINS ARE CONSIDERED INCIDENTAL TO THIS ITEM EXCEPT AS OTHERWISE NOTED. PIPE BEDDING CLASS SHALL CONFORM WITH SUDAS STANDARD PLATE SW-101. CLASS P-3 BEDDING MATERIAL SHALL BE CLASS I OR CLASS II. CONTRACTOR SHALL PROVIDE 72 HOUR ADVANCE NOTICE TO THE OWNER AND PROPERTY OWNERS FOR WATERMAIN SHUTDOWNS. OWNER WILL PROVIDE WATER FOR INITIAL FILL AND FLUSHING. TESTING AND DISINFECTION TO BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH AWWA C651 AND SHALL BE INCIDENTAL. CONTRACTOR WILL BE CHARGED FOR WATER FLUSHING AFTER THE FIRST FAILED TEST. REMOVAL OF EXISTING WATER MAIN TO INSTALL NEW WATER MAIN SHALL BE CONSIDERED INCIDENTAL. TRACER WIRE SHALL BE #14 COPPER CLAD STEEL WIRE OR #12 AWD SOLID COPPER WIRE WITH 30-MIL HDPE INSULATING JACKET TAPED TO THE MAIN. TRACER WIRE SYSTEM SHALL USE 3M SPLICE KITS AND COPPERHEAD GROUNDING ANODES, AND SHALL BE TERMINATED AS SHOWN ON PLAN. OWNER WILL TEST THE TRACER WIRE SYSTEM PRIOR TO FINAL ACCEPTANCE. TRACER WIRE TERMINAL TEST STATIONS AS MFG. BY COPPERHEAD INDUSTRIES OR APPROVED EQUAL.
5	5010-108-C-2	<u>FITTING, DUCTILE IRON</u> ALL FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT, RESTRAINED JOINT WITH MEGALUG OR APPROVED EQUAL. NUTS AND BOLTS TO BE FLUOROCARBON COATED WITH 1-2.5 MIL THICKNESS. WEIGHTS ARE PER AWWA C-153. POLYETHYLENE WRAP AND BEDDING MATERIAL IS CONSIDERED INCIDENTAL TO THIS ITEM. ALL JOINTS TO HAVE A MINIMUM OF (2) 6 OZ. SACRIFICIAL ZINC ANODE CAPS PER GLAND INSTALLED. ALL SLEEVES SHALL BE SOLID SLEEVES, DRESSER COUPLINGS WILL NOT BE ALLOWED. ALL JOINTS TO HAVE A MINIMUM OF (2) 6 OZ. SACRIFICIAL ZINC ANODE CAPS PER GLAND INSTALLED.
6	5020-108-A-0	<u>GATE VALVE, 6"</u>
7	5020-108-A-0	<u>GATE VALVE, 12"</u> VALVES SHALL BE MUELLER RESILIENT WEDGE GATE VALVES WITH STAINLESS STEEL BOLTS, OR APPROVED EQUAL AND ALSO BE NON-RISING STEM, IRON BODY, 2" SQUARE OPENING NUT, OPEN LEFT, MECHANICAL JOINTS AND 200 PSI WORKING PRESSURE. VALVE UMBRELLA ANCHORAGE ASSEMBLY SHALL BE MANUFACTURED BY ADAPTOR, INC., OAK CREST WI, OR EQUIVALENT. VALVE BOXES SHALL BE THE SAME SIZE AS THE PIPE ON WHICH THEY ARE LOCATED AND HEAVY DUTY (THICK CAST) MARKED "WATER" ON VALVE BOX COVER. STRAIGHTENING AND ADJUSTING TO OF VALVE BOX TO FINAL GRADE IS INCIDENTAL TO THIS ITEM.
8	5020-108-B-0	<u>TAPPING VALVE ASSEMBLY, 12"x6"</u> THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, THE TAPPING SLEEVE ON THE EXISTING 12" WATERMAIN, THE 6" TAPPING VALVE, THE TAP, VALVE BOX AND COVER, VALVE BOX EXTENSION, AND VALVE STEM EXTENSION. THE VALVE SHALL COMPLY WITH THE GATE VALVE NOTES SPECIFIED. EXCAVATION, BACKFILL, AND COMPACTION SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM.
9	5020-108-X-X	<u>INSERTION VALVE, 12"</u> SEE APPENDIX IN PROJECT MANUAL FOR TECHNICAL SPECIFICATIONS.
10	5020-108-C-0	<u>FIRE HYDRANT</u> THRUST BLOCK, PEA GRAVEL OR POROUS BACKFILL MATERIAL NECESSARY TO INSTALL HYDRANT SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. POROUS BACKFILL SHALL BE COVERED WITH GEOTEXTILE FABRIC. ALL FITTINGS, JOINTS, GATE VALVES, AND 6" PVC PIPE NECESSARY TO INSTALL HYDRANTS INCLUDING THE HYDRANT TEE WILL BE PAID SEPARATELY AND NOT INCLUDED IN THIS ITEM. HYDRANTS SHALL BE MUELLER SUPER CENTURION 250 3-WAY HYDRANTS MODEL A-423. HYDRANTS SHALL BE PAINTED ALL YELLOW. ALL JOINTS TO HAVE A MINIMUM OF (2) 6 OZ. SACRIFICIAL ZINC ANODE CAPS PER GLAND INSTALLED. ANY GROUNDWATER ENCOUNTERED ABOVE THE DRAIN OUTLET SHALL HAVE THE OUTLET DRAIN PLUGGED AND SHALL BE EQUIPPED WITH A TAG STATING "PUMP AFTER USE".
11	8030-108-A-0	<u>TEMPORARY TRAFFIC CONTROL</u> THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL TRAFFIC CONTROL DEVICES NECESSARY FOR THE DURATION OF THIS PROJECT. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). ALL TRAFFIC CONTROL SHALL BE PROPERLY LOCATED AND KEPT CLEAN AND LEGIBLE BY THE CONTRACTOR PROVIDING SAFE TRAFFIC FLOW AT ALL TIMES. COORDINATE LANE CLOSURES WITH THE OWNER. IDOT TC-202 SHALL BE IMPLEMENTED AND MAINTAINED FOR WORK WITHIN 15' OF THE TRAVELED WAY ON EXPANSION BOULEVARD. ALL MATERIALS AND EQUIPMENT SHALL BE STORED WITHIN THE WORKING LIMITS OR BEYOND 15' AWAY FROM THE ROADWAY PAVEMENT WHILE STILL WITHIN THE RIGHT-OF-WAY. COORDINATE VEHICLE PARKING WITH THE OWNER PRIOR TO COMMENCING WORK.
12	9010-108-B-0	<u>HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING</u> SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION. SEEDING SHALL BE TYPE 1. THIS ITEM INCLUDES REMOVAL OF ROCK AND OTHER DEBRIS, REPAIRING RILLS AND WASHES, SEEDBED PREPARATION, FURNISHING AND PLACEMENT OF SEED, FURNISHING, PLACEMENT, AND INCORPORATING FERTILIZER AND MULCH, FURNISHING WATER AND OTHER CARE, AND ANY RESEEDING NECESSARY UNTIL FINAL ACCEPTANCE. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. MULCH SHALL BE BONDED FIBER MATRIX (BFM). DORMANT SEEDING SHALL BE USED OUTSIDE OF SEEDING DATES PRIOR TO WINTER SHUTDOWN. SEED SHALL BE A MINIMUM PLS OF 70%.
13	11020-108-A-1	<u>MOBILIZATION</u>

EXPANSION BOULEVARD HYDRANT IMPROVEMENTS

CITY OF STORM LAKE, IOWA



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Staff Summary

8/3/2020

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: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 07-R-2020-2021 Awarding the Bid for the 2020 Expansion Boulevard Improvements – Hydrant Improvements Project Plans, Specifications, and Form of Contract**

BACKGROUND: Tyson Fresh Meats (Developer) is expected to construct a new feed mill processing facility. The new facility would replace their current facility which is located in the Central Business District. The Developer is proposing to create 15 new jobs in addition to the current 12 jobs. Construction is expected to be completed by April 1, 2021.

The City and Developer approved a development agreement on January 6, 2020. The agreement includes provisions whereby the City will provide public infrastructure improvements including asphalt overlay of Expansion Blvd, sanitary sewer lining, and watermain improvements.

Individual bidding documents will be prepared for the pavement, sanitary sewer, and watermain components. The project under consideration this evening is for the watermain improvements which includes installation of multiple hydrants connecting to the existing watermain along Expansion Boulevard from Radio Road to approximately 570 east of Gilbert Street.

Bids were opened on July 22, 2020. Four bids were received with the apparent low bidder being SCE, LLC in the amount of \$88,888.50.

The Engineer's Opinion of Probable Cost was \$98,205.00.

FISCAL IMPACT: The construction contract has an estimated value of \$88,888.50.

RECOMMENDATION: Approve Resolution 07-R-2020-2021 to award the construction

contract to SCE, LLC in the amount of \$88,888.50

ATTACHMENTS:

Description		Type
	Engineer's Recommendation	Backup Material
	Resolution No. 07-R-2020-2021	Resolution



Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

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

July 24, 2020

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

RE: Recommendation of Award
2020 Expansion Boulevard - Hydrant Improvements
Project No.: P11.120650

Dear Mr. Derragon:

Bids were received and opened online via Microsoft Teams on Wednesday, July 22nd, 2020 at 2:30 PM for the project referenced above. Four (4) bids were received and the result is tabulated below:

	<u>Total Bid</u>
SCE, LLC	\$ 88,888.50
Hulstein Excavating, Inc.	\$ 93,270.00
Reding's Gravel & Excavating, Co.	\$103,991.00
King Construction	\$106,333.00
Engineer's Estimate	\$ 98,205.00

A detailed bid abstract including the engineer's estimate is attached for your reference. We have also included Information Requested from the Low Bidder as required by the bidding documents. If deemed economically feasible, we recommend awarding the construction contract to SCE, LLC in the amount of \$88,888.50.

Sincerely,
Bolton & Menk, Inc.

DocuSigned by:

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

encl.

ABSTRACT OF BIDS

Expansion Boulevard Hydrant Improvements
City of Storm Lake
BMI PROJECT NO. P11.120650

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



July 22, 2020 @ 2:30 P.M.

Item No.	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		SCE, LLC Cherokee, IA		Hulstein Excavating, Inc Edgerton, MN		Reding's Gravel & Excavating Algona, IA		King Construction Wall Lake, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	EXPLORATORY EXCAVATION	HR	6	\$350.00	\$2,100.00	\$500.00	\$3,000.00	\$425.00	\$2,550.00	\$400.00	\$2,400.00	\$310.00	\$1,860.00
2	TRENCH FOUNDATION	TON	8	\$100.00	\$800.00	\$75.00	\$600.00	\$37.00	\$296.00	\$40.00	\$320.00	\$75.00	\$600.00
3	WATER MAIN, TRENCHED, PVC, 6"	LF	24	\$75.00	\$1,800.00	\$50.00	\$1,200.00	\$85.25	\$2,046.00	\$95.00	\$2,280.00	\$146.00	\$3,504.00
4	WATER MAIN, TRENCHED, PVC, 12"	LF	26	\$100.00	\$2,600.00	\$75.00	\$1,950.00	\$60.00	\$1,560.00	\$108.00	\$2,808.00	\$180.00	\$4,680.00
5	FITTING, DUCTILE IRON	LB	567	\$15.00	\$8,505.00	\$15.50	\$8,788.50	\$14.00	\$7,938.00	\$14.00	\$7,938.00	\$17.00	\$9,639.00
6	GATE VALVE, 6"	EA	3	\$2,500.00	\$7,500.00	\$1,300.00	\$3,900.00	\$1,400.00	\$4,200.00	\$1,450.00	\$4,350.00	\$1,550.00	\$4,650.00
7	GATE VALVE, 12"	EA	1	\$5,000.00	\$5,000.00	\$2,950.00	\$2,950.00	\$3,000.00	\$3,000.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00
8	TAPPING VALVE ASSEMBLY, 12"X6"	EA	3	\$6,500.00	\$19,500.00	\$4,300.00	\$12,900.00	\$4,200.00	\$12,600.00	\$5,350.00	\$16,050.00	\$4,900.00	\$14,700.00
9	INSERTION VALVE, 12"	EA	1	\$12,000.00	\$12,000.00	\$19,000.00	\$19,000.00	\$21,000.00	\$21,000.00	\$22,800.00	\$22,800.00	\$23,000.00	\$23,000.00
10	FIRE HYDRANT	EA	6	\$3,500.00	\$21,000.00	\$4,150.00	\$24,900.00	\$3,500.00	\$21,000.00	\$6,100.00	\$36,600.00	\$5,500.00	\$33,000.00
11	TEMPORARY TRAFFIC CONTROL	LS	1	\$9,000.00	\$9,000.00	\$2,500.00	\$2,500.00	\$3,100.00	\$3,100.00	\$1,725.00	\$1,725.00	\$800.00	\$800.00
12	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.2	\$12,000.00	\$2,400.00	\$6,000.00	\$1,200.00	\$7,400.00	\$1,480.00	\$5,100.00	\$1,020.00	\$10,000.00	\$2,000.00
13	MOBILIZATION	LS	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$12,500.00	\$12,500.00	\$1,800.00	\$1,800.00	\$4,000.00	\$4,000.00
TOTAL BID PRICE				\$98,205.00		\$88,888.50		\$93,270.00		\$103,991.00		\$106,333.00	

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER

**(The Low Bidder May Be Requested To Provide This Information After
The Bids Are Received But Prior To Issuing The Notice Of Award)**

GENERAL INFORMATION

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

Contractor's name and
address:

SCE, LLC
5047 HWY 3
Cherokee, IA 51012

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

17

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

Cory Bouchard Member
Marla Bouchard Member

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

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

EQUIPMENT/MATERIAL SOURCE INFORMATION

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

- Watermain Pipe & appurtenances
- Erosion Control
- Plantings
- Hydrants
- Valves
- Tapping Valve Assemblies
- Insertion Valve

****END OF SECTION****

PROJECT NAME	PROJECT ADDRESS	LOCATION	DESCRIPTION	CONTRACT AMOUNT	DATE OF COMPLETION	ENGINEER INFO	PROJECT ENGINEER
CUSHING WATER SYSTEM IMPR.	200 MAIN ST. CUSHING, IA 51018	CUSHING, IA	WELL, STANDPIPE, WATER MAIN	\$741,093.67	6/21/2019	ISG 1725 N LAKE AVE. STORM LAKE, IA 50588	BROOKE SIEVERS
2018 STORMWATER IMPR. CITY OF CHEROKEE	416 WEST MAIN ST. CHEROKEE, IA 51012	CHEROKEE, IA	BIORETENTION BASIN	\$172,866.50	10/7/2019	BOLTON & MENK 218 11TH ST SW PLAZE SPENCER, IA	LUKE SUMMERS
CLEGHORN WATER SYSTEM IMPR.	105 N LEWIS AVE. CLEGHORN, IA	CLEGHORN, IA	VALVE REPLACEMENT	\$52,391.00	12/9/2019	ISG 1725 N LAKE AVE. STORM LAKE, IA 50588	KELLY EVANS
NEW PRODUCTION WELL #6 SEC. 2	223 MAIN ST. ALTA, IA	ALTA, IA	RAW WATER MAIN	\$308,077.90	11/20/2017	ISG 1725 N LAKE AVE. STORM LAKE, IA 50588	DAVID DOXTAD
IDNR LEDGES CAMPGROUND RENOVATION		BOONE COUNTY, IA	CAMPGROUND UTILITIES	\$169,443.77	8/2/2018	IDNR	DON LABATE 515-250-3714

SUPPLIERS
BROWN SUPPLY CO.
UTILITY EQUIPMENT COMPANY
CLAUSER PLUMBING

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

TO: SCE, LLC
5047 Hwy 3
Cherokee, IA 51012

PROJECT TITLE: Expansion Boulevard Improvements – Hydrant Improvements
PROJECT DESCRIPTION: Installation of multiple hydrants connecting to the existing watermain along Expansion Boulevard from Radio Road to approximately 570 east of Gilbert Street
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 July 7, 2020, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$88,888.50.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fifteen (15) days of this, the 3rd day of August, 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: _____

City of Storm Lake
Storm Lake, IA 50588

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,
dated _____.

BY: _____

TITLE: _____

RESOLUTION NO. 07-2020-2021

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST, BID AND AWARD CONTRACT FOR THE 2020 EXPANSION BOULEVARD IMPROVEMENTS – HYDRANT IMPROVEMENTS PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the 2020 Expansion Boulevard Improvements – Hydrant Improvements Project; and

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

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

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

Section 2. That the following bid for the construction of certain public improvements described in general as the 2020 Expansion Boulevard Improvements – Hydrant Improvements Project, is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: SCE, LLC

Amount of bid: \$88,888.50

Portion of bid: All

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

PASSED AND APPROVED this 3rd day of August 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

8/3/2020

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: Scott Olesen, Building Official

SUBJECT: **Resolution No. 08-R-2020-2021 Approving Final Completion and Final Payment of \$3,550.00 - Casino Lift Station**

BACKGROUND: Odor issues around the Casino Lift Station have been a concern to neighboring residents. A biofiltration system was the recommended solution. Grundman-Hicks, LLC was awarded the bid in the amount of \$184,106 for the project.

Due to circumstances caused by weather, the best approach to complete this project was through a Supplemental Contract in an amount not to exceed \$3,550 with a completion date of July 17, 2020. All punch list items will be completed by that date. Liquidated damages are specified by the contract if not completed on time.

FISCAL IMPACT: The value of the contract with Grundman-Hicks, LLC is \$3,550.00.

RECOMMENDATION: Approve Resolution 08-R-2020-2021 Approving Final Completion, and Final Payment of \$3,550.00

ATTACHMENTS:

Description	Type
Final Pay Request	Backup Material
Certificate of Completion	Backup Material
Resolution No. 08-R-2020-2021	Resolution



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218 11th Street SW Plaza
Spencer, IA 51301

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

July 27, 2020

David Derragon, Assistant City Manager
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

RE: Casino Lift Station Odor Control Improvements
City of Storm Lake
Project No.: A21.117315

Dear Mr. Derragon,

Attached is Pay Request 1-Final in the amount of \$3,550.00. Upon approval by the City Council, the Pay Request will be routed via DocuSign for electronic signatures.

Please remit payment to the contractor in the amount of \$3,372.50. In accordance with Iowa Code, please wait 30 days to pay the remaining 5% of the contract, or \$177.50.

For your records, we have also included the Final Certificate of Substantial Completion and the completed punchlist which is based on the final walkthrough of the project.

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

Sincerely,

Bolton & Menk, Inc.

DocuSigned by:

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Josh Pope, P.E.
City Infrastructure Engineer

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Storm Lake	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	A21.117315
Contractor:	Grundman-Hicks, LLC	Contractor's Project No.:	
Project:	Casino Lift Station Odor Control Improvements		
Contract Name:			

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: **July 14, 2020**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

Final Punchlist dated July 27, 2020

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature):

Name (printed):

Title:

DocuSigned by:



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Josh Pope, P.E.

City Infrastructure Engineer



Real People. Real Solutions.

PUNCH LIST**Owner:** City of Storm Lake **Date of Current Issue:** July 27, 2020**Project:** Casino Lift Station Odor Control Improvements **Date of Original Issue:** December 6, 2019**Owner Project No.:** _____ **Comp. Date:** **Substantial** 11/11/2019 **Final** 07/14/2020**Contractor:** Grundman-Hicks, LLC **BMI Project No.:** A21.117315**Date(s) of Inspection(s):** 11/11/2019, 06/04/2020, 07/14/2020

Below is a partial list of items, which must be completed or corrected prior to final acceptance of the subject project. This list may not be final, additional items may be added at a later date.

Item No.	Contract Reference	Item Description	Current Status	Accepted	
				By	Date
1	00800	Turf restoration including project site and adjacent private parcel.	Complete	City	07/14/2020
2	00800	Remove back flow prevention device and return to the City.	Complete	JP	06/04/2020
3	Sheet 2.01	Reinstall fence.	Complete	JP	06/04/2020
4	Sheet 5.01	Automatic drain valves to be installed in humidification chamber.	Complete	JP	06/04/2020
5	Sheet 7.01	Rotation sensor to be installed.	Complete	JP	06/04/2020
6	44 11 19	Provide O&M Manual to City staff.	Complete	JP	06/04/2020
7	44 11 19	Secure insulation within the acoustical enclosure for the fan.	Complete	JP	06/04/2020
8	44 11 19	Address leaking flex connector at the discharge duct within the acoustical sound enclosure.	Complete	JP	06/04/2020
9	44 31 21	Lower sprinkler heads such that the top of the head is even with the top of the media.	Complete	JP	06/04/2020
10	44 31 21	Secure insulation on the door of the water control panel.	Complete	JP	06/04/2020
11	Sheet 7.02	Replace noncompliant time meter.	Complete	City	07/14/2020
12	Sheet 7.02	Address damaged blower sensor.	Complete	City	07/14/2020

RESOLUTION NO. 08-2020-2021

RESOLUTION APPROVING FINAL PAYMENT AND CLOSE OUT OF THE CASINO LIFT STATION ODOR CONTROL IMPROVEMENTS PROJECT

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

Section 1. To approve Certificate of Completion as submitted by Bolton & Menk, Inc. for the Casino Lift Station Odor Control Improvements Project pursuant to the contract with Grundman-Hicks, LLC for work performed in the amount of \$3,550.00.

Section 2. To acknowledge that the final amount of the contract for work performed by Grundman-Hicks, LLC is \$3,550.00.

Section 3. Final payment will be made to Grundman-Hicks, LLC in the amount of \$3,372.50 and the remaining 5% of the contract, \$177.50, after 30 days as allowed by law.

PASSED AND APPROVED this 3rd day of August 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

8/3/2020

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 09-R-2020-2021 Authorizing The Submittal Of An Application For Traffic Safety Improvement Program (TSIP) Funding For The Intersection Of Highway 7 And Highway 110**

BACKGROUND: The Iowa Department of Transportation has established the Traffic Safety Improvement Program (TSIP) and provides funding for locations where vehicular safety is a concern and has been documented through independent studies. The City intends to apply for funds to assist with the improvements and enhancements of the intersections. Highway 7 and Highway 110 intersection has been identified as a location where vehicular safety and traffic flow are such that serious injury, including death, has occurred, and where additional traffic due to imminent new development will only increase the traffic flow and increase safety concerns. The proposed improvements including the addition of turn lanes railroad crossing improvements, and traffic signals will help reduce crashes, injuries, and deaths while improving traffic operations.

FISCAL IMPACT: City Council hereby commits the additional City funds necessary for construction of the project beyond TSIP funding for the project and commits to accepting and maintaining these improvement.

RECOMMENDATION: Approve Resolution No. 09-R-2020-20210 and authorize the Mayor and City Clerk to execute the application on behalf of the City.

ATTACHMENTS:

Description	Type
□ Resolution No. 09-R-2020-2021	Resolution

RESOLUTION NO. 09-R-2020-2021

A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP) FUNDING FOR THE INTERSECTION OF HIGHWAY 7 AND HIGHWAY 110 FOR THE PURPOSE OF RECONFIGURATION OF THE INTERSECTION TO IMPROVE AND ENHANCE THE SAFETY OF TRAFFIC WITHIN THE INTERSECTION.

WHEREAS, the Iowa Department of Transportation has established the Traffic Safety Improvement Program (TSIP) and provides funding for locations where vehicular safety is a concern and has been documented through independent studies; and,

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

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

WHEREAS, the proposed improvements project is eligible for funding through the IDOT's TSIP program; and,

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

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

SECTION 1. That the City Council of the City of Storm Lake, Iowa supports and approves the application for TSIP funding through the Iowa Department of Transportation.

SECTION 2. The City Council hereby commits the additional City funds necessary for construction of the project beyond TSIP funding for the project.

SECTION 3. The City Council hereby commits to accepting and maintaining these improvements.

SECTION 4. The Mayor is hereby authorized to execute the application on behalf of the City.

PASSED and APPROVED this 20th day of July, 2020.

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Staff Summary

8/3/2020

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: Scott Olesen, Building Official

SUBJECT: **Resolution No. 10-R-2020-2021 Approve Change Order No. 1 for the 4th & Barton Storm Water Project.**

BACKGROUND: This agenda item requests approval for a change order for the 4th & Barton storm water project.

City Staff and ISG personnel reviewed the proposed shut down of the water main system to facilitate the relocation of the existing water main to the east. During this time it was determined that in order to reroute the water main and install standard water main valves, it would necessitate the disruption of service for six hours and require a two day boil advisory to 22 homes as well as the Lake Pointe Villa Retirement Home, which consists of approximately 38 units.

An alternate approach was provided that would call for the installation of insertion type valves for the water main that can be installed without shutting off the water main, albeit at a higher cost. Installing these two valves in specific spots in the water main system will reduce the affected area to just six homes.

ISG has reviewed the proposal and recommends approval of the change order based on the approximately 90% reduction of impact to the surrounding residents.

FISCAL IMPACT: Total price of the change order is \$14,320.00, which includes the deduct of \$2,280.00 for the cost of the water main valves which were originally specified that are being replaced by the insert type valves.

Since this is a CDBG funded project, the City of Storm Lake's portion of the change would be 25% (\$3,580.00)

RECOMMENDATION: Resolution No. 10-R-2020-2021 Approve the change order No. 1 for the 4th & Barton storm water project.

ATTACHMENTS:

Description	Type
☐ Letter of Recommendation	Letter
☐ Change Order No. 1 - 4th & Barton	Change Order
☐ Resolution No. 10-R-2020-2021	Resolution

JULY 22, 2020

Scott Olesen
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588



RE: Change Order No. 1 – Letter of Recommendation

 4th and Barton Storm Sewer Improvements

 Storm Lake, IA

Dear Mr. Olesen,

Upon investigation with City Staff, there is the potential for the water main relocation on the 4th & Barton project to affect a significant number of users. Connecting the new main to the existing main will require a four to six hour disruption of water service in the affected area, as well as a two day boil advisory while waiting for bacteria test results. With this sort of interruption, it is best to limit the number of affected water users as much as possible.

The as-bid plan set employs typical valve installation methods, utilizing in-place City valves to control which users are affected by the water main replacement. Constructing the water main per the bid plan set will result in 22 homes being affected, as well as all of Lake Pointe Villa Retirement Home, containing approximately 38 apartments.

An alternate method of valve installation could be used to reduce the number of affected residents. Valve insertion allows the installation of a gate valve directly into an existing water main without shutting down the system or disrupting the flow of water. If two key valve locations were installed with insertion valves, the affected area would be reduced to just six residential homes. Using the insertion valve method would result in a cost increase of \$14,320.00, detailed on the attached Change Order No. 1.

Due to the number of affected residents, ISG recommends that the City of Storm Lake consider accepting Change Order No. 1. This change order will reduce the impacted area by approximately 90%. If you have any questions regarding this change, please don't hesitate to reach out to us at 712.732.7745.

Sincerely,

A handwritten signature in black ink, reading "Amanda Goodenow", with a long horizontal flourish extending to the right.

Amanda Goodenow, PE
Amanda.Goodenow@ISGInc.com

Encl: Change Order No. 1

Date of Issuance: July 21, 2020

Effective Date: Upon Signature

PROJECT: 4th & Barton Storm Sewer Improvements	ENGINEER'S PROJECT NUMBER: 16-19284
OWNER: City of Storm Lake	DATE OF CONTRACT: March 16, 2020
CONTRACTOR: Healy Excavating	OWNER'S CONTRACT NUMBER:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Insertion Valves will be used at two tie-in locations to limit water service disruptions. These locations are the north and west connections to existing water main.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$591,582.60	Original Contract Times: ☐ Working Days ☒ Calendar Days
Increase from previously approved Change Orders Number 0 to 0	(Increase) (Decrease) from previously approved Change Orders Number to
Contract Price prior to this Change Order: \$591,582.60	Contract Times prior to this Change Order: Substantial Completion (day or dates): Ready for Final Payment (day or dates):
Increase of this Change Order: \$14,320.00	(Increase) (Decrease) of this Change Order: Substantial Completion (day or dates): Ready for Final Payment (day or dates):
Contract Price Incorporating this Change Order: \$605,902.60	Contract Times with all approved Change Orders: Substantial Completion (day or dates): Ready for Final Payment (day or dates):

RECOMMENDED:
I +S GROUP
By: _____
Engineer (Authorized Signature)

ACCEPTED:
City of Storm Lake
By: _____
Owner (Authorized Signature)

ACCEPTED:
Healy Excavating
By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

					Amount	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Increase	Decrease
20	GATE VALVE & VALVE BOX, 6"	EA	-2	\$ 1,140.00		\$2,280.00
71	INSERTION VALVE & VALVE BOX, 6"	EA	2	\$ 8,300.00	\$16,600.00	
TOTALS					\$16,600.00	\$2,280.00
NET CHANGE IN CONTRACT PRICE					\$14,320.00	
INCREASE (DECREASE) IN CONTRACT TIME, days						

Justification For Changes:

CO1	Insertion Valves will be used at two tie-in locations to limit water service disruptions. These locations are the north and west connections to existing water main.
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RESOLUTION NO. 10-R-2020-2021

**RESOLUTION ADOPTING CHANGE ORDER NO. 1 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.

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

Section 1. That the Mayor and Clerk are hereby directed to execute this Change Order No. 1 with the contractor.

PASSED AND APPROVED this 3rd day of August, 2020.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

8/3/2020

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: Keri Navratil, City Manager

SUBJECT: **Motion to Approve Agreement with Iowa Lakes Corridor**

BACKGROUND: Tyson Storm Lake Holdings, LLC received tax credits through the State of Iowa for the construction of a new feedmill. As a requirement of the tax credit program, Tyson Storm Lake Holdings, LLC needs to invest \$150,000 into a project that will benefit the community.

Housing has been a long standing City Council goal. In partnership with Iowa Lakes Corridor, the City is recommending that funds be deposited with the Iowa Lakes Corridor to be used for housing construction that will benefit the community.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve agreement

ATTACHMENTS:

Description	Type
☐ Agreement with Tyson Foods and la Lakes Corridor	Contract

AGREEMENT

THIS AGREEMENT is executed on the ____ day of _____, 2020 (the “Commencement Date”) by and between the City of Storm Lake, Iowa (hereinafter “City”) and Tyson Storm Lake Holdings, LLC (hereinafter “Tyson”) and the Iowa Lakes Corridor Initiative (hereinafter “Corridor”).

WITNESSETH:

WHEREAS, Tyson is investing in construction of a new feed mill in Storm Lake; and

WHEREAS, Tyson is eligible for and will receive tax credits through the State of Iowa for this feed mill project; and

WHEREAS, the Iowa Lakes Corridor Initiative has agreed to be a recipient of funding from Tyson related to the tax credits.

NOW THEREFORE, the City, Corridor and Tyson agree as follows:

1. Tyson will provide funding to the Iowa Lakes Corridor Initiative in the amount of \$50,0000 annually for 3 years to be used for housing construction or project beneficial to the community. The project will be eligible for payment after receipt of the Certificate of Occupancy.
2. The City will use all funding received from the Iowa Lakes Corridor Initiative to assist with development of housing in the corporate limits of the city.
3. The City will identify the housing project within 12 months of the Corridor receipt of the initial \$50,000 funding.
4. If the housing project fails to move forward within 12 months of being identified, the Corridor will assist the City in identifying another community project for the funds.
5. This Agreement shall commence on the date that this Agreement is executed and terminate when all required funds are received by the Corridor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

TYSON STORM LAKE HOLDINGS, LLC CITY OF STORM LAKE, IA

By:_____

By:_____

Title:_____

Title:_____

IOWA LAKES CORRIDOR INITIATIVE

By:_____

Title:_____

Staff Summary

8/3/2020

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

Staff Summary

8/3/2020

Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **Closed Session Reference Iowa Code Chapter 21.5 (g)**

BACKGROUND: Iowa Code allows for cities to have a closed session of the City Council for matters regarding law enforcement issues where the disclosure of the issues would enable law violators to avoid detection. (Iowa Code Chapter 21.5 (g))

City Council, by roll call vote should vote to go into Closed Session, and then by roll call vote vote to come back into Open Session once they have conducted the discussion allowed by the Iowa Code.

Topics other than those that are specifically allowed to be in closed session are not allowed to be discussed. The City Council may NOT make any motions or take any action during the closed session, as all action must be done in open session.

FISCAL IMPACT: No Fiscal Impact is Anticipated

RECOMMENDATION: Motion to go into Closed Session Reference Iowa Code Chapter 21.5 (g) - Roll Call Vote

Motion to return to Open Session - Roll Call Vote