

**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  
JULY 20, 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 authorizing a request for a noise variance related to outdoor worship services held in Sunset Park hosted by St. Marks church.
  - D. Motion Authorizing A Noise Variance Related To Outdoor Worship Services Held In Frank Starr Park, Hosted By The Summit Church.
  - E. SLPD City Code Enforcement Summary
- 3. Motion to Approve Professional Engineering Services with ISG for Storm Lake Waste Water Treatment Plant Radio Park Lift Station Replacement Project.
- 4. Resolution No. 05-R-2020-2021 to Award A Bid To Power Solutions, of Alta, Iowa for the Water Treatment Plant Motor Control Center Replacement Project.
- 5. Motion 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.
- 6. Motion to Approve Roofing Agreement with Grell Roofing LLC
- 7. Resolution No. 06-R-2020-2021 Implementing Water Conservation Measures
- 8. Commercial Garbage Work Session II
- 9. City Council Requested Items
- 10. Adjourn

### ***Meeting Protocol***

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.
3. Please keep your remarks to three (3) minutes or less.
4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

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

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



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## Staff Summary

7/20/2020

Agenda Item # B.



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

**FROM:**

**SUBJECT:** Consideration of Changes in Agenda and Setting the Agenda

**BACKGROUND:**

**FISCAL IMPACT:**

**RECOMMENDATION:**

## Staff Summary

7/20/2020

Agenda Item # C.



City of Storm Lake  
PO Box 1086  
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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

7/20/2020

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 6, 2020 City Council Minutes
- Approve Renewal Liquor License for Casey's #3030 and Boz-Wellz
- Approve New Liquor License for Cafe Havana
- Approve the Code Enforcement Summary (see staff summary)

**FISCAL IMPACT:** The City will pay the following expenditures:

- List of Bills - - \$432,400.23
- King's Pointe & Sunrise Pointe Golf Course Bills - \$181,347.83

The City will receive the following revenues:

- Liquor License Renewal - \$920.00
- New Liquor License - \$563.34

**RECOMMENDATION:** Approve Consent Agenda

### ATTACHMENTS:

| Description                                     | Type            |
|-------------------------------------------------|-----------------|
| ☐ Minutes - July 6, 2020                        | Minutes         |
| ☐ List of Bills                                 | List of Bills   |
| ☐ King's Pointe and Golf Course - List of Bills | List of Bills   |
| ☐ Casey's #3030 Liquor Application              | Application     |
| ☐ Boz-Wellz Liquor Application 2020             | Application     |
| ☐ Boz-Wellz Liquor Report 2020                  | Backup Material |
| ☐ Cafe Havana Liquor Application 2020           | Application     |

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JULY 6, 2020 5:00 P.M., 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 in Person: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith, Kevin McKinney (via phone) and Maria Ramos. Absent: none

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

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

Public Present Via Telephone: Joanne Alvorez, Di Daniels, Giovanni Lopez, and Paola Estupinion.

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

**Pledge of Allegiance**

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

**Disclosure by City Council Members** – None at this time.

**Hear the Public** – Joanne Alvorez spoke to the City Council in regard to her concern about the Covid-19 outbreak at the Tyson packing plants and the concerns of some employees on how the Covid-19 issue is being addressed.

Mayor Porsch commended health care workers, first responders, food processing workers and all other essential workers in our community for their work during this time period of Covid-19 and called them our Heroes.

Mayor Porsch also thanked the Public Services workers for all their work during the 4<sup>th</sup> of July weekend.

**Consent Agenda** - Moved by Council Member Ramos to approve the Consent Agenda which includes list of bills Check #'s 75380 through 75467, PR Check #'s 59864 through 59866, EFT #'s 1210 thorough 1239, DFT #'s 753, 766, 796 and 809, King's Pointe and Sunrise Pointe disbursements, June 15, 2020 minutes, renewal liquor licenses for Pizza Hut, Brew Midtown, El Mexicano and Hy-Vee, acknowledge Library Board and Airport Commission June 2020 minutes, approve the Civil Service Patrol Eligibility list, appointment of Robert Ansorge to the Airport Commission and Dan Richardson to the Civil Service Commission and the Code Enforcement Summary. Seconded by Council Member Ibarra. Vote: -All ayes. Motion carried.

**Lift Station Evaluation & CIP**- Moved by Council Member Smith to approve professional engineering services with ISG for the Storm Lake Lift Station evaluation and capital improvement plan. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

**Loan Notes**- Moved by Council Member McKinney to adopt Resolution No. 01-R-2020-2021 appointing Paying Agent, Note Registrar, and Transfer Agent, approving the Paying Agent and Note

Registrar and Transfer Agent agreement and authorizing the execution of the agreement for \$8.171 Loan Notes Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

**RESOLUTION NO. 01-R-2020-2021**

**RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT**

WHEREAS, \$8,171,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2020, dated July 21, 2020, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$8,171,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2020, dated July 21, 2020.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 6<sup>th</sup> day of July, 2020.

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Michael Porsch, Mayor

ATTEST:

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Mayra A. Martinez, City Clerk

Moved by Council Member Rice to adopt Resolution No. 02-R-2020-2021 approving and authorizing a form of loan agreement and authorizing and providing for the issuance and levying a tax to pay the note for \$8.171 M -. Seconded by Council Member Smith. Roll call vote: All ayes. Motion carried.

### **RESOLUTION NO. 02-R-2020-2021**

#### **RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$8,171,000 TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2020, AND LEVYING A TAX TO PAY SAID NOTES**

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of refunding or refinancing certain outstanding indebtedness of the City, including Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B dated June 5, 2015 and Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015, essential corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Refunding Capital Loan Notes, to the amount of Not to Exceed \$8,400,000 be authorized for said purpose(s); and

WHEREAS, it is found and determined that the aforesaid adjustment and refunding of present indebtedness is necessary and in the public interest and will benefit the City and its taxpayers by restructuring two (2) outstanding issue(s) of Notes for purposes of more efficient administration thereof; by conforming the debt service requirements to the anticipated receipt of tax funds thereby reducing the impact of delays in the collection of future taxes upon the City's cash flow; and to adjust the requirements of the outstanding indebtedness so as to facilitate the orderly retirement of Notes anticipated to be issued for future capital improvements; and

WHEREAS, it presently appears that the aforesaid benefits may be realized and at the same time savings may be effected in the debt service fund requirements of the City by refunding of the Notes set forth in the schedule set forth as Exhibit "A", attached to this Resolution and made a part hereof by this reference; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$8,400,000 General Obligation Refunding Capital Loan Notes to accomplish the above-described refundings, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above-mentioned Notes were heretofore sold at private sale and action should now be taken to issue said Notes conforming to the terms and conditions of the proposal accepted by the City.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Issuer" and "City" shall mean the City of Storm Lake, State of Iowa.
- "Loan Agreement" shall mean six (6) Loan Agreements between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$8,171,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2020, authorized to be issued by this Resolution.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of refunding or refinancing certain outstanding indebtedness of the City, including Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 and Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015.
- "Project Fund" shall mean the fund into which a portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.
- "Refunded Bonds" shall mean \$5,975,000 of the \$6,890,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 and \$2,080,000 of the \$3,545,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B, dated June 5, 2015.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each

future year the following direct annual tax on all of the taxable property in the City of Storm Lake, State of Iowa, to-wit:

| AMOUNT       | FISCAL YEAR (JULY 1 TO JUNE 30)<br>YEAR OF COLLECTION |
|--------------|-------------------------------------------------------|
| \$841,493.82 | 2020/2021*                                            |
| \$837,882.50 | 2021/2022                                             |
| \$836,530.00 | 2022/2023                                             |
| \$812,737.50 | 2023/2024                                             |
| \$804,110.00 | 2024/2025                                             |
| \$804,235.00 | 2025/2026                                             |
| \$420,865.00 | 2026/2027                                             |
| \$420,532.50 | 2027/2028                                             |
| \$420,980.00 | 2028/2029                                             |
| \$613,180.00 | 2029/2030                                             |
| \$613,852.50 | 2030/2031                                             |
| \$614,112.50 | 2031/2032                                             |
| \$613,960.00 | 2032/2033                                             |
| \$613,395.00 | 2033/2034                                             |
| \$613,417.50 | 2034/2035                                             |

\*Payable from the debt service levy on the Refunded Bonds.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2020 will be collected during the fiscal year commencing July 1, 2021.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Buena Vista County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2020 TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Note Fund.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2019, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2019, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. Taxable General Obligation Refunding Capital Loan Notes of the City in the amount of \$8,171,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE, SERIES 2020", be dated July 21, 2020, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2020, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows.

| Principal<br>Amount | Interest<br>Rate | Maturity<br>June 1st |
|---------------------|------------------|----------------------|
| \$648,000           | 2.750%           | 2021                 |
| \$631,000           | 2.750%           | 2022                 |
| \$647,000           | 2.750%           | 2023                 |
| \$641,000           | 2.750%           | 2024                 |
| \$650,000           | 2.750%           | 2025                 |
| \$668,000           | 2.750%           | 2026                 |
| \$303,000           | 2.750%           | 2027                 |
| \$311,000           | 2.750%           | 2028                 |
| \$320,000           | 2.750%           | 2029                 |
| \$521,000           | 2.750%           | 2030                 |
| \$536,000           | 2.750%           | 2031                 |
| \$551,000           | 2.750%           | 2032                 |
| \$566,000           | 2.750%           | 2033                 |
| \$581,000           | 2.750%           | 2034                 |
| \$597,000           | 2.750%           | 2035                 |

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2028, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of



the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under

this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF BUENA VISTA"  
"CITY OF STORM LAKE"  
"TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE"  
"SERIES 2020"  
ESSENTIAL CORPORATE PURPOSE

Rate: \_\_\_\_\_  
Maturity: \_\_\_\_\_  
Note Date: July 21, 2020  
"Registered"  
Certificate No. \_\_\_\_\_  
Principal Amount: \$ \_\_\_\_\_

The City of Storm Lake, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2020, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

**THE HOLDERS OF THE NOTES SHOULD TREAT THE INTEREST AS SUBJECT TO FEDERAL INCOME TAXATION.**

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of refunding or refinancing certain outstanding indebtedness of the City, including Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015 and Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated May 20, 2015, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions

under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Notes maturing after June 1, 2028, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: \_\_\_\_\_

This is one of the Notes described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: \_\_\_\_\_

Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF STORM LAKE, STATE OF IOWA

By: \_\_\_\_\_

Michael Porsch, Mayor

ATTEST:

By: \_\_\_\_\_

Mayra A. Martinez, City Clerk

(Information Required for Registration)

#### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Person(s) executing this Assignment sign(s) here)

SIGNATURE )

GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

## INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
Address of Transferee(s) \_\_\_\_\_  
Social Security or Tax Identification  
Number of Transferee(s) \_\_\_\_\_  
Transferee is a(n):  
Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....

(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....

(State)

ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 13. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 15. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 16. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 6<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Michael Porsch, Mayor

ATTEST:

\_\_\_\_\_  
Mayra A. Martinez, City Clerk

EXHIBIT "A"

Refunded Bonds

\$6,890,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL  
LOAN NOTES, SERIES 2015A

| Principal<br>Amount | Interest<br>Rate | Maturity<br>June 1st |
|---------------------|------------------|----------------------|
| \$ 240,000          | 2.500%           | 2021                 |
| \$ 250,000          | 2.500%           | 2022                 |
| \$ 255,000          | 2.625%           | 2023                 |
| \$ 260,000          | 2.875%           | 2024                 |
| \$ 270,000          | 3.000%           | 2025                 |
| \$ 280,000          | 3.125%           | 2026                 |
| \$ 290,000          | 3.125%           | 2027                 |
| \$ 610,000          | 3.500%           | 2029*                |
| \$1,085,000         | 3.750%           | 2031*                |
| \$1,170,000         | 3.875%           | 2033*                |
| \$1,265,000         | 4.000%           | 2035*                |

\*Term Bonds

\$5,975,000 will be redeemed on July 22, 2020.

Refunded Bonds

\$3,545,000 TAXABLE GENERAL OBLIGATION ANNUAL APPROPRIATION URBAN  
RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015B

| Principal<br>Amount |  | Interest<br>Rate |  | Maturity<br>June 1st |
|---------------------|--|------------------|--|----------------------|
|                     |  |                  |  |                      |
| \$315,000           |  | 3.25%            |  | 2021                 |
| \$330,000           |  | 3.50%            |  | 2022                 |
| \$340,000           |  | 3.75%            |  | 2023                 |

|           |  |       |  |       |
|-----------|--|-------|--|-------|
| \$350,000 |  | 4.00% |  | 2024  |
| \$745,000 |  | 4.25% |  | 2026* |

\*Term Bonds

\$2,080,000 will be redeemed on July 22, 2020.

**Expansion Blvd Pavement Improvements** - Mayor Porsch opened the public hearing for the 2020 Expansion Boulevard improvements – pavement rehabilitation project, plans, specifications, and form of contract stating this was the time and place for any comments. Hearing - no comments from the public. Mayor Porsch closed the Public Hearing.

Moved by Council Member Ibarra to adopt Resolution No. 03-R-2020-2021 adopting plans, specifications, form of contract, estimate of cost, bid and award contract for the 2020 Expansion Boulevard improvements – pavement rehabilitation project. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

### **RESOLUTION NO. 03-R-2020-2021**

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

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

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

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

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

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

Contractor: Blacktop Service Co.  
Amount of bid: \$671,799.60  
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 6th day of July 2020.



ATTEST:

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Mayra A. Martinez, City Clerk

**Expansion Blvd. Hydrant** - Moved by Council Member Ramos to approve setting a public hearing for August 3, 2020 at 5:00 p.m. in the City Hall Council Chambers for the 2020 Expansion Boulevard hydrant improvements plans, specifications, and form of contract. Dial in to participate: 1-408-418-9388 Access Code: 24570177. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

**2021 CIPP Sanitary Sewer Improvement Project** - Mayor Porsch opened the public hearing for the 2021 CIPP Sanitary Sewer Improvements Project Contract stating this was the time and place for any comments. Hearing - no comments from the public. Mayor Porsch closed the Public Hearing.

Moved by Council Member Ibarra to approve a professional services agreement with Bolton & Menk for the 2021 CIPP Sanitary Sewer Improvements Project. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

**Tulip Lane Improvement Project** - Mayor Porsch opened the public hearing for the Tulip Lane Stormwater Improvement Project, Plans, Specifications, and Form of Contract stating this was the time and place for any comments. Hearing - no comments from the public. Mayor Porsch closed the Public Hearing.

Moved by Council Member Ramos to adopt Resolution No. 04-R-2020-2021 adopting plans, specifications, form of contract, estimate of cost, bid and award contract for the Tulip Lane Stormwater Improvement Project. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.+

**RESOLUTION NO. 04 R-2020-2021**

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST, BID AND AWARD CONTRACT FOR THE TULIP LANE STORMWATER IMPROVEMENT 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 Tulip Lane Stormwater Improvement 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 Tulip Lane Stormwater Improvement Project, is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Redig's Gravel & Excavating  
Amount of bid: \$292,995.50  
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 6th day of July 2020.

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Michael Porsch, Mayor

ATTEST:

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Mayra A. Martinez, City Clerk

**Hwy 7 & 110 Intersection Improvement** - Moved by Council Member Ramos to approve the Hwy 7 & 110 Intersection Improvement Agreement with the Storm Lake Community School District. Seconded by Council Member Ibarra. Vote: All ayes: Motion carried.

**Work Session - Commercial Garbage:** City Staff and the City Council reviewed the garbage collection policy per community member's requests. No decisions were made and further discussions will be continued at a future meeting when designated by the City Council.

**City Council Requested Items** – Council Member Ibarra requested to have a fireworks review on a future meeting. Council Member Rice requested to have a DNR update on the lake at a future meeting.

**Hearing to Appeal City Manager's Decision Determining a Certain German Shepard Dog to be a Vicious Animal Pursuant to Section 8-9-7 of the Storm Lake, Iowa Code.** Mayor Porsch opened the hearing for the City Council, City Attorney, and both parties. Details of the incident were reviewed.

**Council Decision Regarding the Appeal on City Manager's Decision for Vicious Animals Pursuant to Section 8-9-7**

Motion to affirm the City Manager's June 25<sup>th</sup>, 2020 Decision and Order, approve and adopt the proposed Decision and Order of the City Council affirming the City Manager's Decision and Order, and authorize the Mayor and Clerk to sign the Council's Decision and Order. Vote: Ayes – Council Members Rice and McKinney; Nays– Council Members Ibarra, Ramos, and Smith; Motion failed

Adjourn – Moved by Council Member Ramos to adjourn at 7:15 p.m. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

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Michael Porsch, Mayor

ATTEST:

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Mayra A. Martinez, City Clerk



Storm Lake, IA

# My Buy Local\_v1

Payment Date Range: 07/09/2020 - 07/22/2020

| Vendor Name                                  | Buy Local Info                   | Payable Description               | Total Payments |
|----------------------------------------------|----------------------------------|-----------------------------------|----------------|
| BVC                                          |                                  |                                   |                |
| Felton Concrete                              | BVC                              | Spooner Family Construction       | 18,360.00      |
| Control Systems Specialists, LLC             | BVC                              | A/C Compressor Replacement        | 1,857.93       |
| Buena Vista County Solid Waste               | BVC                              | Recycling                         | 98.28          |
|                                              | <b>BVC Total:</b>                | <b>20,316.21</b>                  |                |
| Contract/Agreement                           |                                  |                                   |                |
| Community Education Dept                     | Contract/Agreement               | 4th Qtr FY2020- 28E Agreement     | 17,649.78      |
| Bolton & Menk, Inc                           | Contract/Agreement               | Odor Control Design (Final)       | 3,655.00       |
| I & S Group, Inc                             | Contract/Agreement               | Construction Admin                | 2,822.63       |
| Bolton & Menk, Inc                           | Contract/Agreement               | Construction Admin Services       | 1,555.00       |
| Emmons & Olivier Resources, Inc              | Contract/Agreement               | Implementation Services           | 861.00         |
| Local Government Professionals Services, Inc | Contract/Agreement               | Grant Writing Fee                 | 800.00         |
| Emmons & Olivier Resources, Inc              | Contract/Agreement               | Design & Coordination Services    | 622.50         |
| I & S Group, Inc                             | Contract/Agreement               | General Engineering Services      | 768.75         |
| Emmons & Olivier Resources, Inc              | Contract/Agreement               | Implementation Services           | 328.00         |
|                                              | <b>Contract/Agreement Total:</b> | <b>29,062.66</b>                  |                |
| Local                                        |                                  |                                   |                |
| MidAmerican Energy Company                   | Local                            | Electric Services                 | 69,284.72      |
| Star Energy, LLC                             | Local                            | Fuel                              | 6,914.00       |
| Jim Bartholomew                              | Local                            | Airport Contract- July 2020       | 5,615.50       |
| Philip E Havens                              | Local                            | Legal Services                    | 4,605.33       |
| Rebnord Technologies, Inc                    | Local                            | IT Service Agreement              | 3,862.50       |
| Stille Pierce & Pertzborn                    | Local                            | Wage & Property Adjustment        | 3,323.00       |
| Verizon Wireless Services LLC                | Local                            | Cell Phone Service                | 2,827.42       |
| Siouxland Certified Testing Services, Inc    | Local                            | Soil/Concrete Testing             | 2,136.00       |
| The Sign Shed & Graphics                     | Local                            | Spooner Family Sign               | 1,707.50       |
| King's Pointe Resort                         | Local                            | March 2020 Cottage Expenss        | 3,175.00       |
| Long Lines                                   | Local                            | Fax Line & Emergency Line Service | 1,433.53       |
| Garbage Hauling Service Inc                  | Local                            | Garbage Service                   | 1,240.75       |
| King's Pointe Resort                         | Local                            | June 2020 Cottage Expenses        | 1,190.00       |
| Fastenal Company                             | Local                            | Inventory Restocking              | 1,172.18       |
| Alliant Energy                               | Local                            | Gas Services                      | 1,156.11       |
| Siouxland Certified Testing Services, Inc    | Local                            | Concrete Testing                  | 1,054.00       |
| King's Pointe Resort                         | Local                            | May 2020 Cottage Expenses         | 630.00         |
| Deere Credit, Inc                            | Local                            | Hose                              | 526.71         |
| Siouxland Certified Testing Services, Inc    | Local                            | Testing Services                  | 505.00         |
| Rent-All, Inc                                | Local                            | Brush Rental                      | 455.00         |
| Wiese Plumbing & Heating, Inc                | Local                            | Stool Repairs                     | 431.45         |
| Dianne Johnson                               | Local                            | Bd & Disp of Cats/Dogs            | 425.00         |
| Siouxland Certified Testing Services, Inc    | Local                            | Testing Services                  | 412.00         |
| Rust Publishing NWIA, LLC                    | Local                            | Advertising                       | 367.60         |
| Storm Lake Ace Hardware                      | Local                            | Supplies                          | 359.11         |
| The Storm Lake Times                         | Local                            | Advertising/Publication           | 301.00         |
| Iowa Office Supply Inc                       | Local                            | Office Supplies                   | 292.84         |
| A & A Automotive                             | Local                            | New Tire                          | 274.89         |
| Stanton Electric, Inc                        | Local                            | Padlocks                          | 246.71         |
| Deere Credit, Inc                            | Local                            | Mower Blade & Supplies            | 240.88         |
| Stanton Electric, Inc                        | Local                            | Service Call                      | 239.40         |
| Siouxland Certified Testing Services, Inc    | Local                            | Soil Testing                      | 215.50         |
| Arctic Glacier International Inc             | Local                            | Ice                               | 212.04         |
| A & A Automotive                             | Local                            | Tire Repairs                      | 202.20         |
| Vanish LLC                                   | Local                            | June 2020 Towing Services         | 200.00         |
| Central Bank                                 | Local                            | Services                          | 148.96         |
| McCrea Eneterprises                          | Local                            | Paint & Supplies                  | 134.85         |

## My Buy Local\_v1

Payment Date Range: 07/09/2020 - 07/22/2020

| Vendor Name                           | Buy Local Info | Payable Description          | Total Payments    |
|---------------------------------------|----------------|------------------------------|-------------------|
| Deere Credit, Inc                     | Local          | Blades                       | 126.03            |
| Qwest Corporation                     | Local          | Phone Service                | 121.39            |
| Reding's Gravel & Excavating Co., Inc | Local          | Scale Fees                   | 117.00            |
| Storm Lake Hydraulics Co, Inc         | Local          | Handle With Lock             | 91.52             |
| Iowa Office Supply Inc                | Local          | Office Supplies              | 177.22            |
| Mike's Lawn Service, Inc              | Local          | Round-Up Application         | 86.00             |
| Iowa Office Supply Inc                | Local          | Plotter Ink                  | 79.00             |
| Wede Lock Service                     | Local          | Lock Repairs                 | 75.00             |
| Iowa Office Supply Inc                | Local          | Signs                        | 73.30             |
| Visual Edge Inc                       | Local          | Copier Maintenance Agreement | 67.11             |
| Storm Lake Hydraulics Co, Inc         | Local          | Coupler                      | 63.46             |
| Visual Edge Inc                       | Local          | Copier Maintenance Agreement | 62.56             |
| Arctic Glacier International Inc      | Local          | Ice                          | 120.30            |
| Dennis R Julius                       | Local          | Entrance Mat Services        | 112.00            |
| Rent-All, Inc                         | Local          | Brush                        | 45.00             |
| Visual Edge Inc                       | Local          | Copier Maintenance Agreement | 41.41             |
| North Lake Truck Repair               | Local          | Valve                        | 36.31             |
| Michael P. Reinert                    | Local          | Supplies                     | 34.40             |
| Fareway Stores, Inc                   | Local          | Supplies                     | 31.96             |
| McCrea Eneterprises                   | Local          | Paint                        | 30.51             |
| A & A Automotive                      | Local          | Tire Repairs                 | 27.83             |
| Visual Edge Inc                       | Local          | Copier Maintenance Agreement | 44.28             |
| Iowa Office Supply Inc                | Local          | Signs                        | 19.74             |
| Vetter Equipment                      | Local          | Supplies                     | 18.65             |
| Fareway Stores, Inc                   | Local          | Supplies                     | 16.42             |
| Plumbing & Heating Wholesale, Inc     | Local          | Supplies                     | 14.15             |
| O'Reilly Automotive Inc               | Local          | Wiper Fluid                  | 13.74             |
| Fareway Stores, Inc                   | Local          | Supplies                     | 9.68              |
| North Lake Truck Repair               | Local          | Cap                          | 8.82              |
| Iowa Office Supply Inc                | Local          | Plexiglass                   | 6.80              |
|                                       |                | <b>Local Total:</b>          | <b>119,290.27</b> |

## Non-Local

|                                       |           |                                        |           |
|---------------------------------------|-----------|----------------------------------------|-----------|
| Eastern Aviation Fuels, Inc           | Non-Local | Jet Fuel                               | 12,661.43 |
| MRA Custom Applications, LLC          | Non-Local | Lime Hauling Services                  | 6,897.30  |
| Mississippi Lime Company              | Non-Local | Lime                                   | 22,497.09 |
| Schoon Construction & Excavation, LLC | Non-Local | 18' Main Break Repairs                 | 4,260.00  |
| Tyler Technologies, Inc               | Non-Local | Insite Transaction Fees                | 3,311.25  |
| Radio Communications Co, Inc          | Non-Local | Tornado Siren Inspection               | 2,504.11  |
| Imagine the Possibilities, Inc        | Non-Local | Janitorial Services- Nov 2020          | 6,000.00  |
| Praetorian Group, Inc                 | Non-Local | FY2020 Subscription                    | 1,972.00  |
| Biblionix, LLC                        | Non-Local | FY2021 Annual Subscription             | 1,900.00  |
| Municipal Supply, Inc                 | Non-Local | Meters                                 | 1,763.03  |
| Demco, Inc                            | Non-Local | Cases & Tags                           | 1,400.40  |
| Praxair Inc                           | Non-Local | Carbon Dioxide                         | 1,347.11  |
| EBSCO Industries, Inc                 | Non-Local | FY2021 Subscription                    | 1,271.00  |
| Media USA, Inc                        | Non-Local | InfoTouch Advertising                  | 1,250.00  |
| Iowa Department of Natural Resources  | Non-Local | FY2021 Water Supply Permit- ID 1178097 | 1,240.83  |
| Pitney Bowes Inc                      | Non-Local | Postage                                | 1,079.00  |
| Utility Supply of America, Inc        | Non-Local | Backflow Preventors                    | 879.40    |
| Foundation Analytical Laboratory, Inc | Non-Local | Testing Services                       | 856.70    |
| ESO Solutions, Inc                    | Non-Local | Annual FIREHOUSE Subscription          | 818.85    |
| Dale Vitito                           | Non-Local | Uniforms                               | 787.59    |
| US Peroxide, LLC                      | Non-Local | Facility & Maintenance Agreement       | 750.00    |
| General Traffic Controls, Inc         | Non-Local | LED Lights                             | 635.00    |
| Foundation Analytical Laboratory, Inc | Non-Local | Testing Services                       | 606.80    |
| General Traffic Controls, Inc         | Non-Local | Traffic Signal Repairs                 | 575.00    |
| Justin Meader                         | Non-Local | Annual Calibration                     | 558.00    |
| Artcraft & Foremost Inc               | Non-Local | Supplies                               | 490.96    |
| Central Iowa Distributing, Inc        | Non-Local | Cleaning Supplies                      | 479.40    |
| Werner Sewer & Septic, LLC            | Non-Local | Service Call                           | 453.87    |

## My Buy Local\_v1

Payment Date Range: 07/09/2020 - 07/22/2020

| Vendor Name                            | Buy Local Info  | Payable Description                   | Total Payments |
|----------------------------------------|-----------------|---------------------------------------|----------------|
| Alpha Wireless Communications          | Non-Local       | Communication Installation            | 412.84         |
| Van-Wall Equipment, Inc                | Non-Local       | Fan                                   | 403.14         |
| Green Resource Management              | Non-Local       | Shredding Services                    | 385.00         |
| Barnes & Noble Booksellers, USA Inc    | Non-Local       | Books                                 | 361.81         |
| Foundation Analytical Laboratory, Inc  | Non-Local       | Testing Services                      | 351.00         |
| R & R Products, Inc                    | Non-Local       | Spindle & Supplies                    | 325.87         |
| Van-Wall Equipment, Inc                | Non-Local       | Brake                                 | 317.59         |
| Foundation Analytical Laboratory, Inc  | Non-Local       | Testing Services                      | 275.25         |
| Davis Equipment Corporation            | Non-Local       | Supplies                              | 274.63         |
| Alpha Wireless Communications          | Non-Local       | Battery                               | 266.00         |
| Iowa League of Cities                  | Non-Local       | FY2021 ICMA Membership- Derragon      | 250.00         |
| Junior Library Guild                   | Non-Local       | Books                                 | 492.10         |
| Schumacher Elevator Company            | Non-Local       | Elevator Maintenance Agreement        | 214.24         |
| University Enterprises, Inc            | Non-Local       | Books- E. Muniz                       | 150.00         |
| Ahlers & Cooney, P.C.                  | Non-Local       | Labor Relation Services               | 149.02         |
| Vessco, Inc                            | Non-Local       | Clutch                                | 148.12         |
| Foundation Analytical Laboratory, Inc  | Non-Local       | Testing Services                      | 143.75         |
| Midwest Tape, LLC                      | Non-Local       | DVDs                                  | 246.65         |
| Island Sprinkler Supply Company        | Non-Local       | Rainbird Nozzle                       | 118.71         |
| Bierschbach Equipment & Supply Company | Non-Local       | Throttle Cable                        | 118.00         |
| ABC Pest Control, Inc                  | Non-Local       | Pest Control Services                 | 100.00         |
| Central Iowa Distributing, Inc         | Non-Local       | Cleaning Supplies                     | 172.90         |
| Barnes & Noble Booksellers, USA Inc    | Non-Local       | Books                                 | 77.18          |
| Dale Vitito                            | Non-Local       | Uniform                               | 74.89          |
| Davis Equipment Corporation            | Non-Local       | Switch                                | 71.13          |
| Iowa Lakes Regional Water              | Non-Local       | July 2020 Water Service               | 65.34          |
| Cintas First Aid & Safety              | Non-Local       | First Aid Supplies                    | 63.14          |
| Midwest Tape, LLC                      | Non-Local       | DVDs                                  | 60.95          |
| Jeff Koenig                            | Non-Local       | Portable Toilet Rental                | 60.00          |
| Universal Credit Services, Inc         | Non-Local       | Background Checks                     | 57.20          |
| Tyler Technologies, Inc                | Non-Local       | Utility Billing Notification Services | 56.20          |
| Salus LLC                              | Non-Local       | June 2020 Memberships                 | 40.00          |
| Cintas First Aid & Safety              | Non-Local       | First Aid Supplies                    | 35.50          |
| Vermeer Sales & Service, Inc           | Non-Local       | Supplies                              | 31.96          |
| Ingram Library Services, Inc           | Non-Local       | Books                                 | 22.36          |
| L & L Service Inc                      | Non-Local       | Name Plates                           | 20.00          |
| Ingram Library Services, Inc           | Non-Local       | Books                                 | 37.99          |
| Midwest Tape, LLC                      | Non-Local       | DVDs                                  | 9.99           |
| Ingram Library Services, Inc           | Non-Local       | Books Returned                        | -17.37         |
| Vessco, Inc                            | Non-Local       | Clutch Returned                       | -135.00        |
| Van-Wall Equipment, Inc                | Non-Local       | MT Box Return                         | -492.34        |
| <b>Non-Local Total:</b>                |                 | <b>85,061.86</b>                      |                |
| Payroll/Refunds                        |                 |                                       |                |
| Elleen Oberreuter                      | Payroll/Refunds | 2020 COVID Shelter House Refund       | 100.00         |
| Bruce Aldrich                          | Payroll/Refunds | 2020 COVID Shelter House Refund       | 80.00          |
| Custodian of Petty Cash- Jean Cashman  | Payroll/Refunds | Postage                               | 40.75          |
| Roger Bernard Meyer                    | Payroll/Refunds | 7/10/2020 Brace Reimbursement         | 32.05          |
| Custodian of Petty Cash                | Payroll/Refunds | June 2020 Postage                     | 14.30          |
| Ruth Freese                            | Payroll/Refunds | June 2020 Homebound Deliveries        | 6.90           |
| <b>Payroll/Refunds Total:</b>          |                 | <b>274.00</b>                         |                |
| <b>Grand Total:</b>                    |                 | <b>254,005.00</b>                     |                |

# King's Pointe Resort

## Claims Publication

From 7/1/2020 to 7/16/2020

| Vendor                                | Description    | Amount    |
|---------------------------------------|----------------|-----------|
| ACCO Unlimited Corporation            | Services \$    | 436.34    |
| Alan Schlechten                       | Refund \$      | 220.69    |
| Alliant Energy                        | Utilities \$   | 59.03     |
| Amanda DeMoss                         | Refund \$      | 220.69    |
| American Hotel Register Company       | Supplies \$    | 881.58    |
| Authnet Gateway                       | Services \$    | 25.00     |
| Bomgaars Supply Inc.                  | Supplies \$    | 455.92    |
| Brandie Simacek                       | Refund \$      | 220.69    |
| Buena Vista Regional Medical Center   | Services \$    | 920.00    |
| Carolyn Kies                          | Refund \$      | 338.39    |
| Cintas Corporation                    | Supplies \$    | 5,534.70  |
| City of Storm Lake                    | Utilities \$   | 2,430.60  |
| Color-ize                             | Supplies \$    | 1,875.81  |
| Corey Galvic                          | Refund \$      | 220.69    |
| COUNSEL                               | Services \$    | 146.04    |
| CTS Systems, Inc.                     | Services \$    | 8.50      |
| Diane Tuttle                          | Refund \$      | 220.69    |
| Doll Distributing                     | Beverages \$   | 3,590.80  |
| ECOLAB                                | Supplies \$    | 1,093.63  |
| Feld Fire                             | Supplies \$    | 90.00     |
| Fintech                               | Services \$    | 56.65     |
| Grainger                              | Supplies \$    | 955.91    |
| GuestSupply                           | Supplies \$    | 3,788.26  |
| Heartland Payment System              | Services \$    | 4,837.69  |
| Hermel Wholesale                      | Food \$        | 336.98    |
| Hospitality Management Systems        | Services \$    | 24.20     |
| HyVee                                 | Food \$        | 952.31    |
| Iowa Sportsman                        | Advertising \$ | 300.00    |
| Jennifer Hustedt                      | Refund \$      | 220.69    |
| Johnson Brothers                      | Beverages \$   | 883.00    |
| Joyce M. Smith dba Joyce's Greenhouse | Services \$    | 14,510.77 |
| Julie Miller                          | Refund \$      | 220.69    |
| Kaleidoscope Marketing                | Advertising \$ | 472.50    |
| Long Lines LLC                        | Utilities \$   | 20.00     |
| M3 Accounting + Analytics             | Services \$    | 704.21    |
| Martin Brothers                       | Food \$        | 10,207.62 |
| McKenzie Rae Kiger                    | Refund \$      | 2,400.00  |
| Mediacom                              | Utilities \$   | 472.90    |
| Melanie Hartje                        | Refund \$      | 338.39    |
| MidAmerican Energy                    | Utilities \$   | 12,959.42 |
| Mike's Lawn Service, Inc.             | Services \$    | 116.50    |
| Nelson's Premix and Vet Supply        | Supplies \$    | 821.38    |
| Nicole Pineda                         | Refund \$      | 220.69    |
| Office Elements                       | Supplies \$    | 344.20    |
| O'Keefe Elevator Company, Inc.        | Services \$    | 210.91    |
| Pepsi Beverages Company               | Beverages \$   | 6,104.53  |
| Pick On Us, LLC                       | Supplies \$    | 490.00    |

|                                            |               |    |                      |
|--------------------------------------------|---------------|----|----------------------|
| Pinnacle Communications                    | Services      | \$ | 67.50                |
| Pitney Bowes                               | Supplies      | \$ | 142.50               |
| Rebnord Technologies, Inc.                 | Services      | \$ | 750.00               |
| Rex Rimmer                                 | Reimbursement | \$ | 60.00                |
| Sioux Lumber Cash and Carry, Inc.          | Supplies      | \$ | 834.45               |
| Speed's Auto Supply Inc.                   | Services      | \$ | 2,000.00             |
| Steven A. Beeck dba Steve's Window Service | Services      | \$ | 334.00               |
| Storm Lake Ace Hardware                    | Supplies      | \$ | 275.38               |
| Sysco Iowa, Inc.                           | Food          | \$ | 8,766.97             |
| TNT Sales & Service, LLC                   | Services      | \$ | 779.18               |
| Travel and Transport, Inc.                 | Services      | \$ | 9.50                 |
| Verizon Wireless                           | Utilities     | \$ | 168.07               |
| Vizergy                                    | Services      | \$ | 2,316.90             |
| Water Safety Products, Inc.                | Supplies      | \$ | 5,615.41             |
| Weigand Omega Management Payroll 7/8/20    | Payroll       | \$ | 76,591.22            |
| Wells Fargo Financial Leasing, Inc.        | Services      | \$ | 235.18               |
| Wendy Johnson                              | Refund        | \$ | 441.38               |
|                                            |               |    | <hr/>                |
|                                            |               |    | <b>\$ 181,347.83</b> |
|                                            |               |    | <hr/>                |





---

**Applicant License Application ( )**

|                                                                   |                                   |                          |
|-------------------------------------------------------------------|-----------------------------------|--------------------------|
| <b>Name of Applicant:</b> <u>CASEY'S MARKETING</u>                |                                   |                          |
| <b>Name of Business (DBA):</b> <u>CASEY'S GENERAL STORE #3030</u> |                                   |                          |
| <b>Address of Premises:</b> <u>825 FLINDT DR</u>                  |                                   |                          |
| <b>City</b> <u>Storm Lake</u>                                     | <b>County:</b> <u>Buena Vista</u> | <b>Zip:</b> <u>50588</u> |
| <b>Business</b>                                                   | <u>(712) 732-4192</u>             |                          |
| <b>Mailing</b>                                                    | <u>PO BOX 3001</u>                |                          |
| <b>City</b> <u>ANKENY</u>                                         | <b>State</b> <u>IA</u>            | <b>Zip:</b> <u>50021</u> |

**Contact Person**

|               |                                                  |              |                                  |
|---------------|--------------------------------------------------|--------------|----------------------------------|
| <b>Name</b>   | <u>JESSICA FISHER-COMSTOCK, STORE OPERATIONS</u> |              |                                  |
| <b>Phone:</b> | <u>(515) 446-6404</u>                            | <b>Email</b> | <u>JESSICA.FISHER@CASEYS.COM</u> |

**Classification** Class E Liquor License (LE)

**Term:**12 months

**Effective Date:** 06/20/2020

**Expiration Date:** 01/01/1900

**Privileges:**

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

**Status of Business**

|                             |                                    |                            |                   |
|-----------------------------|------------------------------------|----------------------------|-------------------|
| <b>BusinessType:</b>        | <u>Publicly Traded Corporation</u> |                            |                   |
| <b>Corporate ID Number:</b> | <u>XXXXXXXXXX</u>                  | <b>Federal Employer ID</b> | <u>XXXXXXXXXX</u> |

**Ownership**

**42-0935283 CASEY'S GENERAL STORES, INC.**

**First Name:** 42-0935283

**Last Name:** CASEY'S GENERAL STORES, INC.

**City:** ANKENY

**State:** Iowa

**Zip:** 50021

**Position:** OWNER

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**MEGAN ELFERS**

**First Name:** MEGAN

**Last Name:** ELFERS

**City:** CLIVE

**State:** Iowa

**Zip:** 50325

**Position:** PRESIDENT

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**JOHN SOUPENE**

**First Name:** JOHN

**Last Name:** SOUPENE

City: ANKENY  
Position: VICE PRESIDENT

State: Iowa

Zip: 50023

% of Ownership: 0.00%

U.S. Citizen: Yes

**JULIA JACKOWSKI**

First Name: JULIA

Last Name: JACKOWSKI

City: URBANDALE

State: Iowa

Zip: 50322

Position: SECRETARY

% of Ownership: 0.00%

U.S. Citizen: Yes

**JAMES PISTILLO**

First Name: JAMES

Last Name: PISTILLO

City: URBANDALE

State: Iowa

Zip: 50323

Position: TREASURER

% of Ownership: 0.00%

U.S. Citizen: Yes

**Insurance Company Information**

Insurance Company: Merchants Bonding Company

Policy Effective Date: 06/20/2020

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

**Applicant License Application ( LC0027390 )**

|                                                 |                                   |                              |
|-------------------------------------------------|-----------------------------------|------------------------------|
| <b>Name of Applicant:</b> <u>Boz-Wellz Inc</u>  |                                   |                              |
| <b>Name of Business (DBA):</b> <u>Boz Wellz</u> |                                   |                              |
| <b>Address of Premises:</b> <u>507 Erie</u>     |                                   |                              |
| <b>City</b> <u>Storm Lake</u>                   | <b>County:</b> <u>Buena Vista</u> | <b>Zip:</b> <u>5058800</u>   |
| <b>Business</b> <u>(712) 732-3616</u>           |                                   |                              |
| <b>Mailing</b> <u>Box 573</u>                   |                                   |                              |
| <b>City</b> <u>Storm Lake</u>                   | <b>State</b> <u>IA</u>            | <b>Zip:</b> <u>505880000</u> |

**Contact Person**

|                                     |                                           |
|-------------------------------------|-------------------------------------------|
| <b>Name</b> <u>Cindy Bosley</u>     |                                           |
| <b>Phone:</b> <u>(712) 732-3616</u> | <b>Email</b> <u>bozwellz@bozwellz.com</u> |

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 08/07/2019

**Expiration Date:** 08/06/2020

**Privileges:**

Catering Privilege

Class B Wine Permit

Class C Liquor License (LC) (Commercial)

Living Quarters

Sunday Sales

**Status of Business**

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

**Ownership**

**Cindy Bosley**

**First Name:** Cindy

**Last Name:** Bosley

**City:** Storm Lake

**State:** Iowa

**Zip:** 50588

**Position:** Owner

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

|                                                               |                                            |
|---------------------------------------------------------------|--------------------------------------------|
| <b>Insurance Company:</b> <u>Scottsdale Insurance Company</u> |                                            |
| <b>Policy Effective Date:</b> <u>08/07/2019</u>               | <b>Policy Expiration</b> <u>08/07/2020</u> |
| <b>Bond Effective</b>                                         | <b>Dram Cancel Date:</b>                   |

**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  
BOZ WELLS  
507 ERIE ST

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<br>08-02-2019 | 08-03-2019<br>06-23-2020 |
|--------------------------|-----------------------------|--------------------------|
| INCIDENTS                |                             |                          |
| Accident Property Damage | 0                           | 1                        |
| Business Assist          | 1                           | 0                        |
| Business Security        | 3                           | 0                        |
| Motorist Assist          | 1                           | 0                        |
| Open Door                | 1                           | 0                        |
| PR/Talk/Presentation     | 1                           | 0                        |
| Scam                     | 0                           | 1                        |
| Traffic Stop             | 3                           | 0                        |
| ARRESTS                  | none                        | none                     |

Recommendation: Approval of liquor license.

**Applicant License Application ( )**

|                                                   |                                   |                          |
|---------------------------------------------------|-----------------------------------|--------------------------|
| <b>Name of Applicant:</b> <u>miavan</u>           |                                   |                          |
| <b>Name of Business (DBA):</b> <u>cafe havana</u> |                                   |                          |
| <b>Address of Premises:</b> <u>435 lake ave</u>   |                                   |                          |
| <b>City</b> <u>Storm Lake</u>                     | <b>County:</b> <u>Buena Vista</u> | <b>Zip:</b> <u>50588</u> |
| <b>Business</b>                                   | <u>(712) 259-9996</u>             |                          |
| <b>Mailing</b>                                    | <u>110 EAST 2ND ST</u>            |                          |
| <b>City</b> <u>ALTA</u>                           | <b>State</b> <u>IA</u>            | <b>Zip:</b> <u>51002</u> |

**Contact Person**

|               |                         |              |                             |
|---------------|-------------------------|--------------|-----------------------------|
| <b>Name</b>   | <u>miavan feliciano</u> |              |                             |
| <b>Phone:</b> | <u>(712) 259-9996</u>   | <b>Email</b> | <u>mamitasmkl@gmail.com</u> |

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**8 months

**Effective Date:** 06/19/2020

**Expiration Date:** 01/01/1900

**Privileges:**

Class B Wine Permit

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

**Status of Business**

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

**Ownership**

**miavan feliciano**

|                        |                |                      |                  |                          |
|------------------------|----------------|----------------------|------------------|--------------------------|
| <b>First Name:</b>     | <u>miavan</u>  | <b>Last Name:</b>    | <u>feliciano</u> |                          |
| <b>City:</b>           |                | <b>State:</b>        | <u>iowa</u>      | <b>Zip:</b> <u>51002</u> |
| <b>Position:</b>       | <u>ceo</u>     |                      |                  |                          |
| <b>% of Ownership:</b> | <u>100.00%</u> | <b>U.S. Citizen:</b> | <u>Yes</u>       |                          |

**Romel ona**

|                        |              |                      |             |                          |
|------------------------|--------------|----------------------|-------------|--------------------------|
| <b>First Name:</b>     | <u>Romel</u> | <b>Last Name:</b>    | <u>ona</u>  |                          |
| <b>City:</b>           |              | <b>State:</b>        | <u>iowa</u> | <b>Zip:</b> <u>51002</u> |
| <b>Position:</b>       | <u>n/a</u>   |                      |             |                          |
| <b>% of Ownership:</b> | <u>0.00%</u> | <b>U.S. Citizen:</b> | <u>No</u>   |                          |

**Insurance Company Information**



**Insurance Company:**

**Policy Effective Date:**

**Policy Expiration**

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

## Staff Summary

7/20/2020

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             | \$ 20,316.20        |
| Contract/Agreement             | \$ 29,062.66        |
| Local                          | \$ 119,290.27       |
| Non- Local                     | \$ 85,061.86        |
| Payroll/Refunds/Pyrl Tax & Ins | \$ 178,669.24       |
|                                |                     |
|                                |                     |
| Total Expenses                 | \$ 432,400.23       |
| Supporting Documents Attached  |                     |

**RECOMMENDATION:** Review Buy Local Information

## Staff Summary

7/20/2020

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 authorizing a request for a noise variance related to outdoor worship services held in Sunset Park hosted by St. Marks church.**

**BACKGROUND:** St. Marks Lutheran Church is requesting a noise variance for outdoor amplified music and speaking. They have reserved the Sunset Park Band Shell for use as a space to hold worship services on the following dates:

July 26th, August 2, 9, 16, 23, 30 September 6th and 13th.

The services are scheduled from 8:30 AM to 10:00 AM.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Approve and pass the motion

### ATTACHMENTS:

| Description    | Type     |
|----------------|----------|
| Request letter | Contract |
| Permit         | Permit   |



July 2, 2020

To: Storm Lake Police Chief Chris Cole

RE: Request for Noise Variance

Chief Cole,

St Mark Lutheran Church has reserved the Band Shell at Sunset Park for use as a space to hold our worship services on the dates of:

- Sunday July 19- 8:30-10:00 AM
- Sunday July 26- 8:30-10:00 AM
- Sunday August 2- 8:30-10:00 AM
- Sunday August 9- 8:30-10:00 AM
- Sunday August 16- 8:30-10:00 AM
- Sunday August 23- 8:30-10:00 AM
- Sunday August 30- 8:30-10:00 AM
- Sunday September 6- 8:30-10:00 AM
- Sunday September 13- 8:30-10:00 AM

I am requesting a noise variance for our use during those times on those dates.

We plan on using a small sound system for the purpose of amplifying the speaker's voice, and for some music as people are coming and leaving. We will not be utilizing a band.

Thank you for your consideration of this request.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Rev. David D. Keschull". The signature is fluid and cursive, with the first name "David" being the most prominent part.

Rev. David D Keschull



**Public Safety  
Police & Fire  
PERMIT**

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

Event: St. Marks Lutheran Church Outdoor Worship Services 2020

Issued To:

Name: Rev David Kebschull

Organization: St. Marks Lutheran Church

Address: 1614 West 5th Street, Storm Lake Iowa 50588

Phone: 712 732-5255

Date(s) of Event: July 26, Aug 2, 9, 16, 23, 30, 6, 13

Time(s) of Event: 8:30 AM-10:00 AM

Expiration of Permit: September 14th 2020

Location / Area  
of Use:

Sunset Park Band Shell

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Chris Cole

Date: 07-20-20

Please Print

Signature:

Title: Chief of Police

## Staff Summary

7/20/2020

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 Authorizing A Noise Variance Related To Outdoor Worship Services Held In Frank Starr Park, Hosted By The Summit Church.**

**BACKGROUND:** Summit Church (Douglas Corlew) is requesting a noise variance for outdoor amplified music and speaking. They plan to have outdoor worship services at Frank Starr Park on the following dates and times:

July 19, 26  
August 2, 9, 16, 23, 30

The services will run from 9:30 AM to 10:30 AM

Additionally they requested a noise variance for a concert in Sunset Park Band Shell on August 9th from 7PM to 8PM.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Approve and pass the motion

**ATTACHMENTS:**

| Description | Type   |
|-------------|--------|
| □ Permit    | Permit |



**Public Safety  
Police & Fire  
PERMIT**

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

Event: Summit Church Outdoor Worship Services and Concert 2020

Issued To:

Name: Douglas Corlew

Organization: Summit Church

Address: 1000 S Main Alta IA 51002

Phone: 712 299-8344

Date(s) of Event: July 19, 26, August 2, 9, 16, 23, 30

Time(s) of Event: Frank Starr Park 9:30 AM to 10:30 AM Sunset Park Aug 9th 7PM to 8PM

Expiration of Permit: September 1st 2020

Location / Area  
of Use:

Frank Starr Park and Sunset Park Band Shell

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Chris Cole

Please Print

Date: 07-20-20

Signature:

Title: Chief of Police



## Staff Summary

7/20/2020

Agenda Item # E.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
[p \(712\) 732-8000](tel:(712)732-8000)  
[f \(712\) 732-4114](tel:(712)732-4114)

**REPORT TO:** Honorable Mayor and City Council

**FROM:** Chris Cole, Police Chief

**SUBJECT:** **SLPD City Code Enforcement Summary**

**BACKGROUND:** 07-01-20 to 07-15-20  
Total Contacts 73  
Total Citations 0

Accumulate Junk - 17  
Parking on Restricted Surfaces - 13  
Tall Grass / Weeds - 25  
Junk Vehicles - 9  
Accumulate Trash - 7  
Accumulate Filth - 1  
Accumulate used tires - 1

**FISCAL IMPACT:** None

**RECOMMENDATION:** None

## Staff Summary

7/20/2020

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:** Scott Olesen, Building Official

**SUBJECT:** **Motion to Approve Professional Engineering Services with ISG for Storm Lake Waste Water Treatment Plant Radio Park Lift Station Replacement Project.**

**BACKGROUND:** This project will provide an Engineering services agreement for design and construction services for the Waste Water Treatment Plant's Radio Park sanitary sewer lift station replacement project. This lift station is one of the City's older facilities, which is why we are proposing this project which will provide reliable operations.

I have attached a copy of the proposed agreement for the Councils review.

**FISCAL IMPACT:** The total cost of engineering services is \$74,500. That amount is broken up into two parts, the initial design and the construction phase as outlined below.

The lump sum of the initial design phase of the proposal is \$48,500 broken out as follows:

- Facility Plan- \$5,000
- Topographical Survey- \$2,500
- Design-\$33,000
- Permitting (State)-\$3,000
- Bid Administration-\$5,000

The lump sum of the construction phase is \$26,000, broken out as follows:

- Construction Administration-\$12,000
- Construction Staking-\$2,000
- Resident Project Representative-\$12,000

**RECOMMENDATION:** Approve agreement with ISG for Storm Lake Waste Water Treatment Plant – Radio Park lift station replacement project.

**ATTACHMENTS:**

| Description                                                                       |           | Type            |
|-----------------------------------------------------------------------------------|-----------|-----------------|
|  | Agreement | Backup Material |

## **SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of July 20, 2020 ("Effective Date") between the City of Storm Lake ("Owner") and I+S Group, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Radio Park Lift Station Improvements** ("Project").

Engineer's services under this Agreement are generally identified as follows:

A. Facility Plan

Engineer will prepare a Facility Plan outlining the project necessity, options for replacement, Engineer's Estimate of Cost for options evaluated, and final recommendations. Engineer will review with the Owner for concurrence, and submit the Facility Plan to IDNR for review and approval.

B. Topographic Survey

Engineer will perform a topographic survey of the surrounding site and related utility infrastructure to generate site plans in design.

C. Design

Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor. Revise Drawings and Specifications as needed in response to review by Owner, Stakeholders, and applicable Public Agencies. Provide Owner with opinion of probable construction cost. Meet with Owner at 90% design completion to review the plans, specifications, and opinion of probable construct cost. Provide Final Plans and Specifications signed by licensed engineers to Owner.

**Note:** Engineer will assist the Owner with the RFQ process for geotechnical exploration after the lift station final location is determined. The Owner will hire the selected firm to perform the geotechnical exploration and prepare a report of their findings. The Engineer will review and incorporate the findings of the geotechnical report into the design documents.

D. Permitting

Engineer will submit final plans and specifications to Iowa Department of Natural Resources (IDNR) along with necessary permit schedules in order to obtain a wastewater construction permit from IDNR.

#### E. Bid Administration

Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors and revise bidding documents as needed. Attend a pre-bid meeting with contractors at the Owner's facility to allow contractors an opportunity to review the project site and potential project sequencing. Provide assistance with bid solicitation through notification and invitation of contractors, furnishing plans and specifications as requested, answer question of the contractors and Owner, issuance of addenda as necessary, attendance at the bid opening, preparation of recommendation of award letter, and contract preparation.

#### F. Construction Administration

Provide shop drawing review and participate in a Pre-Construction Conference prior to commencement of Work at the Site. Receive, review, and determine the acceptability of any and all schedules and requests that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, Schedule of Values, Pay Requests, and Change Orders. Perform site walk-through to approve project close-out and provide project closeout documents. Provide progress updates to Owner.

#### G. Construction Staking

As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgement are necessary to enable Contractor to proceed. Provide construction surveys for staking to enable Contractor to perform work.

#### H. Resident Project Representative

Provide the services of a Resident Project Representative (RPR) at the site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit A. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit A.

As-built drawings will be prepared based on RPR's field notes and Owner or Owner's representative's input at the end of construction and identify any changes to the Drawings and Specifications. Perform and provide alterations as deemed necessary.

---

Owner and Engineer further agree as follows:

#### 1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time.

- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

## 2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, and 2.02 (Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment—Lump Sum and Hourly Rates*

- A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of **\$48,500.**

- a. The Lump Sum Phases as included in the Proposal are subdivided as follows:

|                    |                        |
|--------------------|------------------------|
| Facility Plan      | <b><u>\$5,000</u></b>  |
| Topographic Survey | <b><u>\$2,500</u></b>  |
| Design             | <b><u>\$33,000</u></b> |
| Permitting         | <b><u>\$3,000</u></b>  |
| Bid Administration | <b><u>\$5,000</u></b>  |

2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class for all construction and material testing services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix I. This amount is estimated at **\$26,000.**

- a. The Time and Materials Phases included in the Proposal are subdivided as follows:

|                             |                        |
|-----------------------------|------------------------|
| Construction Administration | <b><u>\$12,000</u></b> |
|-----------------------------|------------------------|

Construction Staking

**\$2,000**

Resident Project Representative

**\$12,000**

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.



- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Engineer shall procure and maintain Professional Liability Insurance in the Annual Aggregate amount of \$2,000,000 excluding fees, cost and expenses of investigation, claims adjustment, defense, and appeal. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from the negligence, and professional errors or omissions, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants in the performance of this Agreement (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's Professional Liability insurers in settlement or satisfaction of Owner's Claims under the terms and condition of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). Certificates of insurance will be provided to Owner upon request.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for

consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

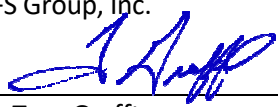
- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Storm Lake

Engineer: I+S Group, Inc.

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By:  \_\_\_\_\_  
Print name: Tom Grafft  
Title: Associate Principal  
Date Signed: July 13, 2020

Engineer License or Firm's Certificate No. (if required):

State of: Iowa

Address for Owner's receipt of notices:  
City of Storm Lake  
620 Erie Street  
Storm Lake, IA 50588

Address for Engineer's receipt of notices:  
I+S Group, Inc.  
1725 N. Lake Ave  
Storm Lake, IA 50588

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 20, 2020.

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**Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties:

**A1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of

the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.

- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **July 20, 2020**.

## **Engineer's Standard Hourly Rates**

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### *A. Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

### *B. Schedule of Hourly Rates:*

See attached.

# Firm 2020 Standard Hourly Rates

Rates effective as of January 1, 2020, and are subject to change on an annual basis.

ISG

## EMPLOYEE TYPE HOURLY RATE

Administrative  
I - IV \$66-124

Architect  
I - Senior \$109-190

Architectural Designer  
I - Senior \$100-142

Business Developer  
I - Senior \$124-180

Business Writer  
I - Senior \$93-103

Civil Engineer  
I - Senior \$123-190

Civil Designer  
I - Senior \$96-138

Community Resource Planner  
I - Senior \$112-165

Construction Administrator  
I - Senior \$99-140

Electrical Engineer  
I - Senior \$121-190

Electrical Designer  
I - Senior \$99-179

Environmental Scientist/Engineer/Specialist  
I - Senior \$109-170

GIS Specialist  
I - Senior \$109-169

Graphic Designer  
I - Senior \$88-108

IT Specialist  
I - Senior \$108-160

Interior Designer  
I - Senior \$110-190

Land Surveyor  
I - Senior \$101-180

Land Survey Specialist  
I - Senior \$91-136

## EMPLOYEE TYPE HOURLY RATE

Landscape Architect  
I - Senior \$117-187

Landscape Designer  
I - Senior \$102-139

Marketing Consultant/Specialist  
I - Senior \$103-160

Mechanical Engineer  
I - Senior \$121-190

Mechanical Designer  
I - Senior \$99-136

Project Coordinator  
I - IV \$111-145

Project Manager  
I - Senior \$124-181

Senior Finance Consultant  
\$160

Structural Engineer  
I - Senior \$118-190

Technical Writer  
I - Senior \$124-139

Visualization Specialist  
I - Senior \$145-168

Videographer  
\$124

Equipment Expenses

|                           |       |
|---------------------------|-------|
| 3D Laser Scanner          | \$63  |
| All-Terrain Vehicle       | \$25  |
| Drone                     | \$125 |
| Mapping Grade GPS         | \$19  |
| Survey Grade GPS/Robotics | \$56  |
| Traffic Counter           | \$11  |

Mileage is billed at the IRS allowable rate  
Consultant subcontracts are billed at cost + 10%

## Staff Summary

7/20/2020

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:** Scott Olesen, Building Official

**SUBJECT:** **Resolution No. 05-R-2020-2021 to Award A Bid To Power Solutions, of Alta, Iowa for the Water Treatment Plant Motor Control Center Replacement Project.**

**BACKGROUND:** The City of Storm Lake Water Treatment Plant's existing motor control center (MCC) is obsolete. Since this piece of equipment is an integral component in the water treatment process, it was necessary for the operational reliability of the plant to replace this equipment. The project, once completed, will prevent the potential for a breakdown in the equipment and the subsequent inability to find repair parts.

The City's Engineering firm ISG, developed the plans and specifications for this project, arranged a pre-bid visit to the plant for the bidding contractors and set the date for opening of competitive bids. The Engineers estimate of cost for the project was \$298,200.00. The City received three bids. The lowest bidder was Power Solutions, of Alta, Iowa. They provided a bid of \$264,950. The highest bid was \$365,300, which was submitted by Holstein Electric, of Holstein, Iowa. There was an alternate to the plans that would eliminate the disconnects at the high service pumps and would allow those to be remotely located, this resulted in a cost deduction in the bids. ISG has recommended that the alternate to be accepted. The resulting lowest bidder was still Power Solutions at \$250,050.00 and the high bid would be Holstein Electric at \$340,300.

The plans for the project, the Engineers recommendation for acceptance of the lowest bid, as well as the three estimates are attached to this staff summary.

**FISCAL IMPACT:** The bid for this project is \$250,050.00.

**RECOMMENDATION:** Approve Resolution No. 05-R-2020-2021 to accept the bids and

award the contract for the Storm Lake Water Treatment Plant Motor Control Center Replacement project, including alternate one, to Power Solutions, of Alta, Iowa and

**ATTACHMENTS:**

| Description              |                               | Type            |
|--------------------------|-------------------------------|-----------------|
| <input type="checkbox"/> | Resolution No. 05-R-2020-2021 | Resolution      |
| <input type="checkbox"/> | Notice of Award               | Backup Material |
| <input type="checkbox"/> | Award Recommendation          | Backup Material |
| <input type="checkbox"/> | Agreement                     | Backup Material |
| <input type="checkbox"/> | Agreement                     | Backup Material |

**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 20<sup>th</sup> day of July, 2020.

---

Michael Porsch, Mayor

ATTEST:

---

Mayra A. Martinez, City Clerk

## NOTICE OF AWARD

---

Date of Issuance: **JULY 20, 2020**

Owner: **CITY OF STORM LAKE**

Owner's Contract No.:

Engineer: **ISG –MICHAEL D. NELSON, P.E.**

Engineer's Project No.: **19-23848**

Bidder: **POWER SOLUTIONS, INC.**

Bidders Address: **105 E. 1ST STREET ALTA, IA 51002**

### TO BIDDER:

You are notified that Owner has accepted your Bid dated **JULY 9, 2020** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

### **STORM LAKE WATER TREATMENT PLANT MCC REPLACEMENT BASE BID + ALTERNATE 1**

The Contract Price of the awarded Contract is **TWO HUNDRED FIFTY THOUSAND, FIFTY DOLLARS AND ZERO CENTS (\$250,050.00)**.

[4] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **4** counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: **CITY OF STORM LAKE**

By (Signature): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Copy: Engineer

JULY 13, 2020

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

ISG

RE: RECOMMENDATION OF AWARD, WATER TREATMENT PLANT MCC REPLACEMENT

Dear Mr. Olesen,

Bids were received for the Storm Lake Water Treatment Plant Motor Control Center (MCC) Replacement project on Thursday, July 9, 2020 and opened at 10:00 am via Microsoft Teams. Three bids were received for the Base Bid, and three bids were received for Alternate 1. Bid Alternate 1 is a deduction from the Base Bid and eliminates local disconnects for high service pumps in the pipe gallery room. A detailed bid tabulation is attached, and a summary is provided below:

| CONTRACTOR              |                | BASE BID      | ALTERNATE 1    |
|-------------------------|----------------|---------------|----------------|
| Power Solutions, Inc.   | Alta, IA       | \$ 264,950.00 | \$ (14,900.00) |
| K&W Electric Inc.       | Emmetsburg, IA | \$ 322,000.00 | \$ (25,000.00) |
| Holstein Electric, LTD. | Holstein, IA   | \$ 365,300.00 | \$ (25,000.00) |
| ENGINEER'S ESTIMATE     |                | \$ 298,200.00 | \$ (35,000.00) |

ISG recommends accepting the low Base Bid of \$264,950.00 and award the construction contract to Power Solutions, Inc. of Alta, Iowa. In addition, ISG has discussed with City Staff, and we would recommend accepting Bid Alternate 1 from Power Solutions, Inc., which would result in an immediate price deduction of \$14,900.00 while still meeting the overall intent and goals of the project. **Therefore, accepting the Base Bid + Alternate 1 deduction from Power Solutions, Inc. will result in a final contract price of \$250,050.00.**

If there are any questions regarding this recommendation, please contact us at 712.732.7745.

Sincerely,



**Mike Nelson, P.E.**  
Associate Principal, Practice Group Leader  
Mike.Nelson@ISGInc.com



**Tom Grafft**  
Associate Principal  
Tom.Grafft@ISGInc.com

Encl: Bid Tabulation

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between CITY OF STORM LAKE ("Owner") and  
POWER SOLUTIONS, INC. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:*

Includes replacement of motor control center, addition of switchboard, replacement of HVAC equipment, and all other miscellaneous components for improvements at the water treatment plant.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **WATER PLANT MOTOR CONTROL CENTER REPLACEMENT  
STORM LAKE, IA**

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by **I&S Group, Inc. (ISG)**

3.02 The Owner has retained **I&S Group, Inc. (ISG)** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before **March 31, 2021**, subject to any changes in the contract period as provided for in these specifications, and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **thirty-one (31)** calendar days after the completion of the work acceptance by the City.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any



extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is 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.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

| Item No.                       | Description                                                                                                                                                                      | Unit | Estimated Quantity | Unit Price   | Total Price         |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------|--------------|---------------------|
| 1                              | ELECTRICAL MATERIALS, DEMOLITION, AND INSTALLATION. INSTALLATION OF MOTOR CONTROL CENTER AND SWITCHBOARD. DOES NOT INCLUDE MATERIAL COST OF MOTOR CONTROL CENTER AND SWITCHBOARD | LS   | 1                  | \$164,900.00 | \$164,900.00        |
| 2                              | MOTOR CONTROL CENTER                                                                                                                                                             | LS   | 1                  | \$50,000.00  | 50,000.00           |
| 3                              | SWITCHBOARD                                                                                                                                                                      | LS   | 1                  | \$40,750.00  | \$40,750.00         |
| 4                              | PLUMBING AND HVAC MATERIALS, DEMO, AND INSTALLATION                                                                                                                              | LS   | 1                  | \$9,300.00   | \$9,300.00          |
| <b>TOTAL OF BASE BID ITEMS</b> |                                                                                                                                                                                  |      |                    |              | <b>\$264,950.00</b> |

| Item No.                                            | Description                                                                                                                                                                                                                                           | Unit | Estimated Quantity | Unit Price    | Total Price          |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------|---------------|----------------------|
| <b>ALTERNATE 1 – HIGH SERVICE PUMP DISCONNECTS</b>  |                                                                                                                                                                                                                                                       |      |                    |               |                      |
| 1                                                   | INSTALL BRANCH CIRCUITS DIRECT FROM MCC 1 TO HIGH SERVICE PUMP MOTORS #1, #2, #3, AND #4. NO LOCAL DISCONNECTS FOR ASSOCIATED MOTORS TO BE INSTALLED. NO REMOVALS REQUIRED ON SOUTH WALL IN PIPE GALLERY ROOM FOR LIGHT, WATER LINE, AND HOSE SPIGOT. | LS   | 1                  | (\$14,900.00) | (\$14,900.00)        |
| <b>ALTERNATE NO. 1 TOTAL (DEDUCT FROM BASE BID)</b> |                                                                                                                                                                                                                                                       |      |                    |               | <b>(\$14,900.00)</b> |
| <b>TOTAL BASE BID + ALTERNATE 1</b>                 |                                                                                                                                                                                                                                                       |      |                    |               | <b>\$250,050.00</b>  |

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **20th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. Ninety-five percent (95%) of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-five percent (95%) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 10% percent per annum.

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 65, inclusive; not attached but incorporated by reference and provided in the Project Manual).
  - 5. Supplementary Conditions (pages 1 to 10, inclusive; not attached but incorporated by reference and provided in the Project Manual).
  - 6. Specifications as listed in the table of contents of the Project Manual (not attached but incorporated by reference).
  - 7. Drawings (not attached but incorporated by reference) consisting of 13 sheets with each sheet bearing the following general title: Water Plant Motor Control Center Replacement, Storm Lake, IA.
  - 8. Addenda #1 dated 6-18-2010  
          #2 dated 6-25-2020  
          #3 dated 7-2-2020  
          #4 dated 7-6-2020
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 6 inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto

without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **AUGUST 17, 2020** (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

CITY OF STORM LAKE

POWER SOLUTIONS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

620 ERIE STREET

105 E FIRST STREET

P O BOX 1086

P O BOX 122

STORM LAKE, IA 50588

ALTA, IA 51002

License No.: EI044265ec

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between CITY OF STORM LAKE ("Owner") and  
POWER SOLUTIONS, INC. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:*

Includes replacement of motor control center, addition of switchboard, replacement of HVAC equipment, and all other miscellaneous components for improvements at the water treatment plant.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **WATER PLANT MOTOR CONTROL CENTER REPLACEMENT  
STORM LAKE, IA**

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by **I&S Group, Inc. (ISG)**

3.02 The Owner has retained **I&S Group, Inc. (ISG)** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before **March 31, 2021**, subject to any changes in the contract period as provided for in these specifications, and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **thirty-one (31)** calendar days after the completion of the work acceptance by the City.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is 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.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

| Item No.                       | Description                                                                                                                                                                      | Unit | Estimated Quantity | Unit Price   | Total Price         |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------|--------------|---------------------|
| 1                              | ELECTRICAL MATERIALS, DEMOLITION, AND INSTALLATION. INSTALLATION OF MOTOR CONTROL CENTER AND SWITCHBOARD. DOES NOT INCLUDE MATERIAL COST OF MOTOR CONTROL CENTER AND SWITCHBOARD | LS   | 1                  | \$164,900.00 | \$164,900.00        |
| 2                              | MOTOR CONTROL CENTER                                                                                                                                                             | LS   | 1                  | \$50,000.00  | 50,000.00           |
| 3                              | SWITCHBOARD                                                                                                                                                                      | LS   | 1                  | \$40,750.00  | \$40,750.00         |
| 4                              | PLUMBING AND HVAC MATERIALS, DEMO, AND INSTALLATION                                                                                                                              | LS   | 1                  | \$9,300.00   | \$9,300.00          |
| <b>TOTAL OF BASE BID ITEMS</b> |                                                                                                                                                                                  |      |                    |              | <b>\$264,950.00</b> |



| Item No.                                            | Description                                                                                                                                                                                                                                           | Unit | Estimated Quantity | Unit Price    | Total Price          |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------|---------------|----------------------|
| <b>ALTERNATE 1 – HIGH SERVICE PUMP DISCONNECTS</b>  |                                                                                                                                                                                                                                                       |      |                    |               |                      |
| 1                                                   | INSTALL BRANCH CIRCUITS DIRECT FROM MCC 1 TO HIGH SERVICE PUMP MOTORS #1, #2, #3, AND #4. NO LOCAL DISCONNECTS FOR ASSOCIATED MOTORS TO BE INSTALLED. NO REMOVALS REQUIRED ON SOUTH WALL IN PIPE GALLERY ROOM FOR LIGHT, WATER LINE, AND HOSE SPIGOT. | LS   | 1                  | (\$14,900.00) | (\$14,900.00)        |
| <b>ALTERNATE NO. 1 TOTAL (DEDUCT FROM BASE BID)</b> |                                                                                                                                                                                                                                                       |      |                    |               | <b>(\$14,900.00)</b> |
| <b>TOTAL BASE BID + ALTERNATE 1</b>                 |                                                                                                                                                                                                                                                       |      |                    |               | <b>\$250,050.00</b>  |

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **20th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. Ninety-five percent (95%) of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-five percent (95%) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 10% percent per annum.

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 65, inclusive; not attached but incorporated by reference and provided in the Project Manual).
  - 5. Supplementary Conditions (pages 1 to 10, inclusive; not attached but incorporated by reference and provided in the Project Manual).
  - 6. Specifications as listed in the table of contents of the Project Manual (not attached but incorporated by reference).
  - 7. Drawings (not attached but incorporated by reference) consisting of 13 sheets with each sheet bearing the following general title: Water Plant Motor Control Center Replacement, Storm Lake, IA.
  - 8. Addenda #1 dated 6-18-2010  
                  #2 dated 6-25-2020  
                  #3 dated 7-2-2020  
                  #4 dated 7-6-2020
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 6 inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto

without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **AUGUST 17, 2020** (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

CITY OF STORM LAKE

POWER SOLUTIONS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

620 ERIE STREET

105 E FIRST STREET

P O BOX 1086

P O BOX 122

STORM LAKE, IA 50588

ALTA, IA 51002

License No.: EI044265ec

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

## Staff Summary

7/20/2020

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:** **Motion 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.**

**BACKGROUND:** This project is a part of the current year CIP. It will consist of installing an antenna on the downtown water tower and the associated support software. Once this equipment is up and running, it will allow properly equipped water meters throughout the City to be read via the antenna system and the information will be sent to the Water Billing Department.

The Water Meter Reader personnel have been retrofitting and replacing existing water meters so that they are compatible with this system for several years, and will continue to do so until all the meters can be remote radio read. Currently they have approximately 55% of the City's 3,908 meters set up to interface with this system. Once the project goes online, they will continue to install or convert meters to the new system, focusing on getting large areas converted so the meter reader will not need to read entire neighborhoods.

This project will also allow the Meter Reader to be able to work in the Water Treatment Plant to a much greater extent, but he will still be required to perform meter maintenance and installation duties.

With the antenna located on the top of the downtown water tower, it should provide complete coverage. There will be additional antennas placed on the City's other two water towers under a future contract to provide redundancy for the system.

**FISCAL IMPACT:** Cost of \$56,027 for the initial installation, training, and first year customer support. \$50,000 was set aside in the CIP to allow for this project. The annual support for the next four years would be as follows: 2nd year \$15,587, 3rd year \$16,053.75, 4th year

\$16,536.25, and 5th year \$17,032.50.

**RECOMMENDATION:** Approve customer service agreement.

**ATTACHMENTS:**

| Description              |               | Type            |
|--------------------------|---------------|-----------------|
| <input type="checkbox"/> | Antenna Quote | Backup Material |
| <input type="checkbox"/> | Agreement     | Backup Material |

Storm Lake  
FlexNet Quote  
07-13-2020

|                                           |             |
|-------------------------------------------|-------------|
| Tower Gateway BaseStation                 | \$22,500    |
| Installation-Estimate                     | \$15,000    |
| Sensus Software Software and Support      | \$14,527    |
| On Site Training and Set-up               | \$4000      |
| 2 <sup>nd</sup> Year Software and Support | \$15,587    |
| 3 <sup>rd</sup> Year Software and Support | \$16,053.75 |
| 4 <sup>th</sup> Year Software and Support | \$16,536.25 |
| 5 <sup>th</sup> Year Software and Support | \$17,032.50 |

Dan Ashworth  
Municipal Supply  
515-249-2158





Software as a Service Agreement

between

City of Storm Lake  
("Customer")

and  
Sensus USA Inc.  
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

Customer: City of Storm Lake

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contents of this Agreement:**

Agreement  
Exhibit A Software  
Exhibit B Technical Support

## Agreement

### 1. General

- A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

### 2. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
- B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

### 3. Spectrum

- A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 3/3/2015 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

### 4. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT
- B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

### 5. Services.

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

### 6. General Terms and Conditions.

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to: (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may: (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**



- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
  - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
  - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
  - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
  - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Acknowledgement of Events.** The Parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The Parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The Parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been

signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

- Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

7. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"Confidential Information"** means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Field Devices"** means the SmartPoint Modules.
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

**Exhibit A**  
**Software**

**Software as a Service**

**1. Description of Services.**

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

**A. Software as a Service Generally.**

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
  - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

**B. Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

**C. Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

**D. Software as a Service means only the following services:**

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
  - (a) Network addresses and virtual private networks (VPN)
  - (b) Standard time source (NTP or GPS)
  - (c) Security access points
  - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
  - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
  - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
  - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
  - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
  - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
  - (a) Implement the data retention plan and policy, and will provide the policy upon request.
  - (b) Monitor space and capacity requirements.
  - (c) Respond to database alarms and notifications.
  - (d) Install database software upgrades and patches.
  - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
  - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
  - (b) Respond to incidents and problems that may occur to the Application(s).
  - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
  - (d) Correlate incidents and problems where applicable.



- (e) Sensus personnel will use the self-service portal to document and track incidents.
- (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
  - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
  - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
  - (c) Conduct period penetration testing of the network and data center facilities.
  - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
  - (e) Perform anti-virus and Malware patch management on all systems.
  - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
  - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
  - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
  - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
  - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
  - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
  - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
  - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
  - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
  - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
  - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
  - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
  - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
  - (i) The Application shall have a RTO of forty-eight (48) hours.
  - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
  - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.
- E. Customer Responsibilities:
  - i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
  - ii. Participate in all required configuration and change management procedures.
  - iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
  - iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
  - v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
  - vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
  - vii. Responsible for local area network configuration, management, and support.
  - viii. Identify and research problems with meter reads and meter read performance.
  - ix. Create and manage user accounts.
  - x. Customize application configurations.
  - xi. Support application users.
  - xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
  - xiii. Respond to alarms and notifications.
  - xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
- F. Software as a Service does not include any of the following services:
  - i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
  - ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

## 2. Further Agreements

### A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

## TMO

- ii. **Calculations**
  - a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
  - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
  - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. **Exceptions.** Exceptions mean the following events:
  - Force Majeure
  - Emergency Work, as defined below; and
  - Lack of Internet Availability, as described below.
  - a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
  - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

| System Uptime Rate per calendar month | Service Level Credit                                                                                                                                                                 |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Less than 99.0% but at least 97.5%    | 5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.) |
| Less than 97.5% but at least 95.0%    | 10% of the monthly RNI SaaS Fees in which the service level default occurred                                                                                                         |
| Less than 95.0%                       | 20% of the monthly RNI SaaS Fees in which the service level default occurred                                                                                                         |

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
  - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
  - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
  - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
  - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
  - v. Dry pipe pre-action fire detection and suppression systems are provided.
  - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer.**
  - i. Customer shall promptly pay all Software as a Service fees.
  - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
  - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop



environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, username or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

**D. Software Solution Components.**

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
  - a. Core Package
    - (i) Communication
      1. Manages all inbound and outbound traffic to and from endpoints
      2. Outbound routing optimization
      3. Route analyzer
      4. AES256 bit encryption of radio messages
      5. Reports and metric details of network performance and troubleshooting aids
      6. Management of RF equipment (base stations and endpoint radios)
    - (ii) Data Collection
      1. Missing read management
      2. Management of duplicate reads
      3. 60 day temporary storage
    - (iii) Application integration
      1. To Sensus Analytics applications
      2. Enable 3<sup>rd</sup> party application integration
      3. Batch CMEP file export
      4. Real-time access through MultiSpeak
    - (iv) Endpoint Management
      1. Gas, water, electric, lighting concurrent support
      2. Remote configuration
      3. Remote firmware updates
      4. Reports, metrics and Troubleshooting
    - (v) User Management
      1. Secure access
      2. Password management
      3. Definable user roles
      4. User permissions to manage access to capabilities
  - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
    - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
      1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
      2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
    - (ii) Customer Responsibilities:
      1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
      2. Establish the network and security required for the two systems to reasonably communicate.
      3. Verify integration to third party system functionality is working as intended.
    - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

**3. Sensus Analytics**

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.



**A. Essential Package.** The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
  - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
  - b. Allows a view of the meter interval or register reads.
  - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
  - d. Allows the current and historical data to be viewed.
  - e. Allows the current usage to be compared to historical distribution averages.
  - f. Allows the user to see the meter location on a map view.
  - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
  - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
  - a. # of active meters.
  - b. # of orphaned meters with drill down to the list of meters.
  - c. # of inactive meters with usage drill down to the list of meters.
  - d. # of stale meters with drill down to the list of meters.
  - e. # of almost stale meters with drill down to the list of meters.
  - f. # of meters where no read is available with drill down to the list of meters.
  - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
  - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
  - i. # of unknown radios with drill down to the list of meters.
- iii. Report Access
  - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
  - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
  - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
  - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
  - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
  - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
  - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
  - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
  - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
  - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
  - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
  - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
  - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
  - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
  - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
  - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
  - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
  - d. Will store created billing files for a period of three years unless otherwise denoted.
  - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
  - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
- vi. Data Store
  - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
  - b. Stored data is available online for reports and analysis.
  - c. Data will be retained for 3 years. Additional duration can be purchased.

**B. Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

- i. Alarm Insight
  - a. Allows the user to summarize and filter alarms by a date range.
  - b. Allows the user to review all alarm types on a single screen.
  - c. The user can filter out the alarms not wanted on the screen.
  - d. Alarm totals can be visualized.
  - e. Adds a view of trending alarms over time.
  - f. Click to drill down on an alarm to gain more information on specific events.
  - g. Click to analyze a specific event on a particular device.
- ii. Alert Manager
  - a. Allows creation of alert groups who will be notified when an alarm occurs.
  - b. Users can manage alert groups by adding and removing group members.
  - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).



- d. Allows creation of an alert from the available system events from smart points and assign to a group.
- e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

**C. Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
  - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
  - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
  - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
  - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
  - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

**4. Third Party Software.**

**A. RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

|                             |                                                                                                                   |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------|
| Subscription:               | End User License Agreement:                                                                                       |
| Red Hat Enterprise Linux    | <a href="http://www.redhat.com/licenses/rhel_rha_eula.html">http://www.redhat.com/licenses/rhel_rha_eula.html</a> |
| JBoss Enterprise Middleware | <a href="http://www.redhat.com/licenses/jboss_eula.html">http://www.redhat.com/licenses/jboss_eula.html</a>       |

**Exhibit B**  
**Technical Support**

**1. Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

**2. Support Categories**

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

**3. Support Hours**

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

**4. Support Procedures**

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

**A. Severity Levels Description:**

**Sev1** Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

**Sev2** Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

**Sev3** The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
  - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
  - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
  - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

**5. Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

| Severity | Standard Target Response | Standard Target Resolution                                                                                                                                                  | Resolution (one or more of the following)                                                                                                                                                                                                              |
|----------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1        | 30 Minutes               | Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours). | <ul style="list-style-type: none"> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> </ul>      |
| 2        | 4 hours                  | Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).                                                        | <ul style="list-style-type: none"> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> </ul>      |
| 3        | 1 Business Day           | 30 business days                                                                                                                                                            | <ul style="list-style-type: none"> <li>Answer to question is provided.</li> <li>Satisfactory workaround is provided.</li> <li>Fix or workaround incorporated into Salesforce Knowledge Base.</li> <li>Fix incorporated into future release.</li> </ul> |

**6. Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
- 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

**7. General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

## Staff Summary

7/20/2020

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:** Brian Oakleaf, Finance Director

**SUBJECT:** **Motion to Approve Roofing Agreement with Grell Roofing LLC**

**BACKGROUND:** The City of Storm Lake has 4 facilities that require roof repairs/replacement due to leaks caused by old age. The facilities include the Water Plant, Police Station, Library, and a portion of the Street Shop.

On February 17th, 2020 City Council approved the Capital Improvement Plan which included the repairs/replacement of these four facilities in the amount not to exceed \$218,400.

Staff has received 3 estimates, one from Grell Roofing out of Fort Dodge, Iowa and one from Nohava Construction out of LeMars, Iowa and the last one from Brentwood Roofing out of Cherokee, Iowa with a local office in Storm Lake.

1. Grell Roofing \$201,400.00
2. Nohava Construction \$228,638.60
3. Brentwood Roofing \$294,990.00

The bid tabulation is attached showing the comparison of the three estimates. Grell Roofing is providing a \$10,000 discount for completing all 4 projects at the same time with a manufactures warranty of 20 years. Nohava's estimate includes a 15 year manufactures warranty with the option to purchase the additional 5 years for \$4,973.60. Brentwoods included several options for each roof ranging in price. In review of the estimates, the options selected included a membrane roof on the water plant and new insulation on the police station and library. Brentwood also provides a 20 year warranty.

**FISCAL IMPACT:** Per the approved capital improvement plan, the Water Plant, Police Station, Library, and Street shop roof repair/replacements

will be funded by the water fund, franchise fees, general fund, and road use tax respectively.

There is no requirement for an amendment because the lowest estimate of \$201,400 is under the approved CIP budget of \$218,400. If the project is over the approved CIP budget, an amendment will be required.

**RECOMMENDATION:** Per the City's Purchasing Policy, it is recommended to approve the Specifications & Proposal from Grell Roofing LLC in the amount not to exceed \$201,400.

**ATTACHMENTS:**

| Description              |                                  | Type            |
|--------------------------|----------------------------------|-----------------|
| <input type="checkbox"/> | Bid Tabulation                   | Backup Material |
| <input type="checkbox"/> | Grell Roofing Specs and Proposal | Contract        |
| <input type="checkbox"/> | Nohava Construction Proposal     | Backup Material |
| <input type="checkbox"/> | Brentwood Roofing Proposal       | Backup Material |

### FY2021 CIP Roof Repair Bid Analysis

| <b>Description</b> | <b>Budget \$</b>     | <b>Brentwood Bid</b> | <b>Grell Bid</b>     | <b>Nohava Bid</b>    |
|--------------------|----------------------|----------------------|----------------------|----------------------|
| Water Plant        | \$ 89,500.00         | \$ 142,830.00        | \$ 89,500.00         | \$ 83,955.00         |
| Police Station     | \$ 50,000.00         | \$ 53,880.00         | \$ 43,000.00         | \$ 49,995.00         |
| Library            | \$ 64,000.00         | \$ 78,610.00         | \$ 64,000.00         | \$ 69,995.00         |
| Street Shop        | \$ 14,900.00         | \$ 19,670.00         | \$ 14,900.00         | \$ 19,720.00         |
| Warranty*          | \$ -                 |                      |                      | \$ 4,973.60          |
| Discount**         |                      |                      | \$ (10,000.00)       |                      |
|                    | <b>\$ 218,400.00</b> | <b>\$ 294,990.00</b> | <b>\$ 201,400.00</b> | <b>\$ 228,638.60</b> |

\* 20 year warranty included in Grell & Brentwood Roofing Proposals, 15 year warranty included in base bid of Nohava, additional cost to get a 20 year warranty

\*\* Discount offered by Grell to sign/approval all four projects at one time



# **Grell Roofing, LLC**

**2125 Lainson Ave  
Fort Dodge, IA 50501**

**PRESENTS**

**SPECIFICATIONS & PROPOSAL**

**FOR**

**REROOFING**

**TO**

**City Of Storm Lake  
Several Locations  
Storm Lake, IA 50588**

**January 6, 2020**





January 6, 2020

City of Storm Lake  
Storm Lake, IA 50588

Grell Roofing, LLC  
2125 Lainson Avenue  
Fort Dodge, IA 50501  
(800) 208-9693

Dear Tyler Gibbons:

We at Grell Roofing LLC appreciate this opportunity to present to you what we feel is the best alternative for reroofing your facility.

We have enclosed the pertinent information needed to review our company, recommended product, and the proposed execution of your project. You will find that we pride ourselves on attention to detail, here within this proposal and most importantly, on your roof.

Thank you for considering Grell Roofing LLC on this important project.

Respectfully submitted,

Erica Grell  
Owner, Grell Roofing LLC

## **Insurance**

We at Grell Roofing LLC are covered with general liability insurance including completed operations, as well as worker's compensation insurance for all labor related expenditures.

Certificates of insurance will be provided for auto, general liability, worker's compensation and umbrella. *City of Storm Lake* will be listed as named insured if requested.

## **Safety**

OSHA Compliance: All personnel are trained in the use of necessary equipment and proper roofing safety procedures. This proposal specifically excludes the handling or disposal of asbestos containing materials of any type unless specifically stated under "Construction Specifications."

The following is not meant to be an exhaustive explanation of all safety guidelines, but rather an explanation of our approach to job safety.

1. Ladders will be set up according to OSHA guidelines, securely tied to the building. All tools, materials and equipment will be hoisted to the rooftop.
2. All personnel working on or around the hoist during operation must wear hard-hats. We do not require the use of hard-hats on the rooftop.
3. Personnel are issued and required to wear ANSI approved 100% UV filtered safety sunglasses for protection from impact and the sun.
4. Ground fault interrupters (GFI) are used on all electrical circuits. Cords and power tools are to be inspected daily for satisfactory condition.
5. Warning lines are to be set up 6' from the perimeter of the roof in the area of the current work. Personnel leaving the enclosed area must either wear properly secured ropes with harnesses, or work in the presence of a safety monitor.
6. Material loaded on the roof will be kept weighted or strapped down to avoid blow off or injury due to wind.
7. Barricades will be erected on the ground around hoisting equipment, ladders, etc., if requested.

# **Water Treatment Plant: Construction Specifications- Metal Roof Retrofit**

Grell Roofing LLC recommends the following process when reroofing your facility:

1. \*Set up for reroofing operation as approved by Grell Roofing LLC.
2. \*Provide all necessary protection needed to guard all walls and adjacent structures.
3. \*Set up all required safety lines and guard rails as required by OSHA.
4. Install flute filler insulation to make deck level.
5. Install new 1.5" insulation to the entire roof. Fasten each sheet per manufacturer's requirements.
6. Install new treated lumber to make level with the new insulation.
7. Install the prefabricated, Duro-Last Roofing System over the insulation, fastening each tab to the deck directly as per Duro-Last's requirements.
8. Install new prefabricated edging. Trim and seal properly to assure a neat looking appearance.
9. Install prefabricated roof flashings to each obstruction.
10. Install new lower edge "J" metal to encapsulate insulation.
11. Seal and terminate each obstruction using specified termination bar and sealant.
12. Seal the perimeter termination bar with approved sealant. Complete the detail with a proper bead of sealant to the top of the termination bar.
13. \*HEAT WELD all flashings to the base membrane creating a one-piece roof system. \*Clean the adjacent work areas daily so as not to hinder the normal operations of City of Storm Lake.
14. Provide a minimum 20-year manufacturers labor and material warranty.

# **Street Shop and Police Station: Construction Specifications- Duro-Last Recover**

1. \*Set up for reroofing operation as approved by Grell Roofing LLC.
2. \*Provide all necessary protection needed to guard all walls and adjacent structures.
3. \*Set up all required safety lines and guard rails as required by OSHA.
4. Lower all debris from the roof surface in an approved manner. Protect all building faces where needed to assure that no damage occurs.
5. Remove all rock and dispose of properly.
6. Haul away all debris and dispose of properly.
7. Install approved 1" ISO Insulation over the complete roof surface. Fasten ISO sheet per manufacturer's specifications.
8. Install the 50 mil Duro-Last Roofing System over the ISO board
9. Install new prefabricated edging. Trim and seal properly to assure a neat looking appearance.
10. Install roof flashings to each obstruction.
11. Install new edge termination over the existing metal edging. Trim and seal properly to assure a neat looking appearance.
12. Seal and terminate each obstruction using termination bar and sealant.
13. Seal the perimeter fascia bar with approved sealant between the membrane and the fascia bar. Install fascia joint covers.
14. Seal the perimeter termination bar with approved sealant between the membrane and the wall. Complete the detail with a proper bead of sealant to the top of the termination bar.
15. \*HEAT WELD all flashings to the base membrane creating a one-piece roof system.
16. \*Clean the adjacent work areas daily so as not to hinder the normal operations of the building owner.
17. Provide a 20-year manufacturers labor and material warranty.

## **Library: Construction Specifications- Gypsum Deck**

18. \*Set up for reroofing operation as approved by Grell Roofing LLC.
19. \*Provide all necessary protection needed to guard all walls and adjacent structures.
20. \*Set up all required safety lines and guard rails as required by OSHA.
21. Lower all debris from the roof surface in an approved manner. Protect all building faces where needed to assure that no damage occurs.
22. Remove all rock and dispose of properly.
23. Haul away all debris and dispose of properly.
24. Install the 50 mil Duro-Last Roofing System over the EPDM.
25. Install new prefabricated edging. Trim and seal properly to assure a neat looking appearance.
26. Install roof flashings to each obstruction.
27. Install new edge termination over the existing metal edging. Trim and seal properly to assure a neat looking appearance.
28. Seal and terminate each obstruction using termination bar and sealant.
29. Seal the perimeter fascia bar with approved sealant between the membrane and the fascia bar. Install fascia joint covers.
30. Seal the perimeter termination bar with approved sealant between the membrane and the wall. Complete the detail with a proper bead of sealant to the top of the termination bar.
31. \*HEAT WELD all flashings to the base membrane creating a one-piece roof system.
32. \*Clean the adjacent work areas daily so as not to hinder the normal operations of the building owner.
33. Provide a 20-year manufacturers labor and material warranty.

*\*\*\*The library will require special gypsum augers and additional testing may be needed if we can get appropriate values on the augers this option will be viable. If we cannot an additional option may be required for only the library roof.*

# Roofing Contract

To: City of Storm Lake  
Storm Lake, IA 50588

Attention: Tyler Gibbons

Grell Roofing LLC agrees to perform the work as listed in the "Construction Specifications" and by the guidelines required by the manufacture as herein stated.

Having physically examined the roof at the above-named property and familiarized ourselves with the job conditions, we the undersigned do hereby tender the following bids:

**Water Treatment Plant:** To provide and install the Duro-Last Roofing System for the sum of: **Sixty-Nine Thousand Dollars (\$89,500.00).**

**Street Shop:** To provide and install the Duro-Last Roofing System for the sum of: **Thirteen Thousand Nine Hundred Dollars (\$14,900.00).**

**Library Roof:** To provide and install the Duro-Last Roofing System for the sum of: **Sixty-Four Thousand Dollars (\$64,000.00).**

**Police Station:** To provide and install the Duro-Last Roofing System for the sum of: **Forty-Three Thousand Dollars (\$43,000.00).**

**\*\*\*Altogether savings if all of the roofs are signed at once \$201,400.00 Dollars this is a savings of \$10,000 dollars.**

### **Payment Terms**

1. Material invoiced with the contract acceptance, payable to Grell Roofing LLC and due at the time of material delivery and job start 50% of the contract value. 40% of the remaining balance due upon job completion, The final 10 % due with satisfactory inspection by Duro-Last Roofing, Inc., and issuance of written warranty.
2. If at any time an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of one and one half percent (1-1/2%) per month from the date of original invoice, an effective maximum rate of eighteen percent (18%) per annum, will be charged on past due accounts.
3. Timely payment of amounts due under this agreement is a condition of this agreement. Failure to make payments in full within the time limits stated above will be considered substantial non-compliance with the terms of this agreement and will be cause for termination of this agreement if Contractor so chooses.
4. In the event a lien or suit is filed by Contractor to collect any amounts owed under this agreement, Client agrees to pay Contractor reasonable attorney's fees, plus all costs and other expenses incurred by Contractor in connection with such lien or suit.

### **Change Orders**

In accordance with the general conditions, it is understood City of Storm Lake may, without invalidating the contract, order extra work or make changes by adding to, or deducting from the work. The contract sum shall be adjusted to reflect the changes. The value of such change shall be determined at the time of the change order by calculating a firm price, including Grell Roofing LLC's profit and overhead.

### **Note**

All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. In the event a change order decreases the value of the contract City of Storm Lake will be responsible for only those materials that cannot be returned for full credit. Those materials not returnable become the property of City of Storm Lake.

\*\*\*Price is valid for 60 days from the date of this contract

This contract does not include, unless explicitly specified, any mold abatement, removal, or cleaning. If mold is found existing on the premises, any cost to abate, remove, or clean shall be paid by you as an extra. In addition, any warranty given to you under this contract does NOT include the cost to abate, remove, or clean mold that may be found on the premises in the future.



## **CONTRACT ACCEPTANCE**

Having thoroughly reviewed this contract document and application specification, we at City of Storm Lake. do hereby accept this proposal and terms within.

**Signed**\_\_\_\_\_

**Title**\_\_\_\_\_

**Date**\_\_\_\_\_

**Signed**\_\_\_\_\_

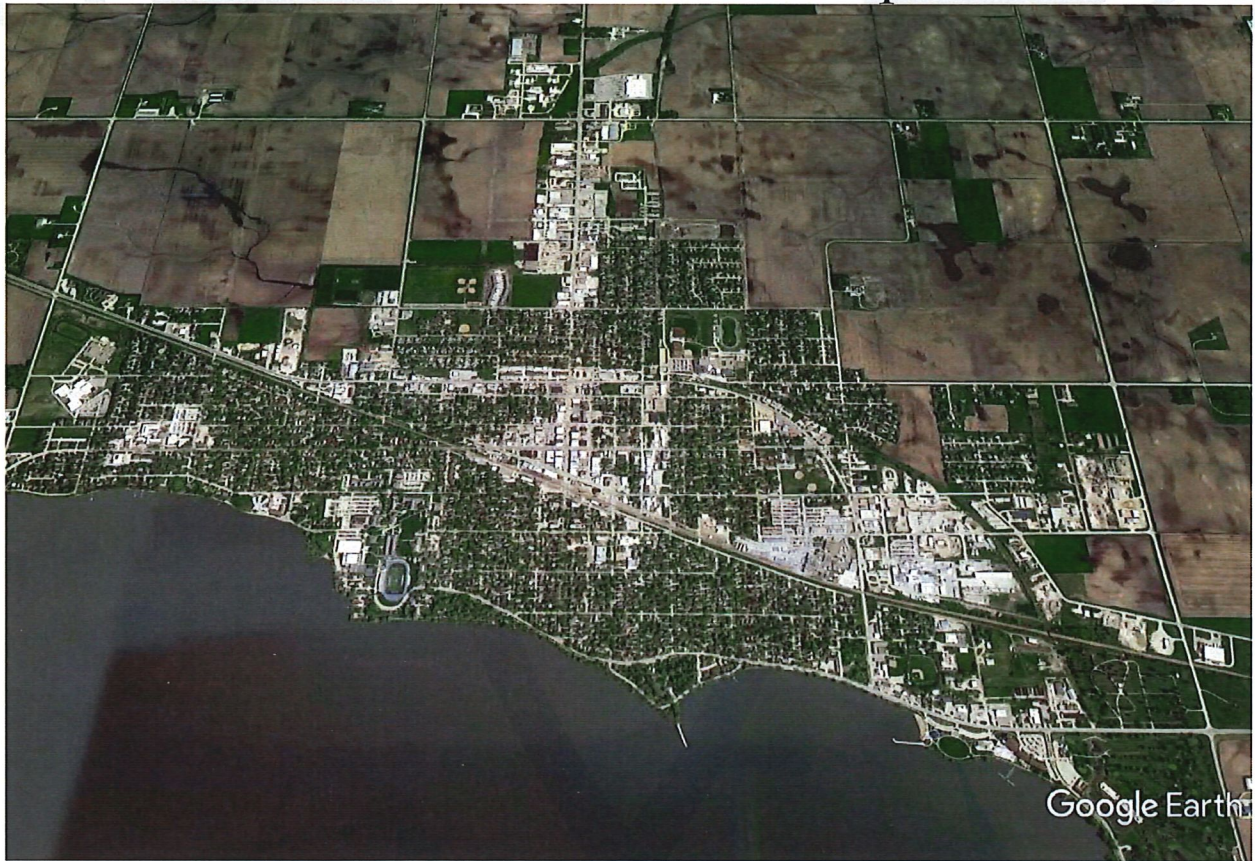
**Title**\_\_\_\_\_

Grell Roofing LLC

**Date**\_\_\_\_\_



**City of Storm Lake**  
**Water Treatment Plant**  
**Police Station**  
**Storm Lake Library**  
**Storm Lake Street Shop**



**BID PROPOSAL**





**Water Treatment Plant**  
**6011 Hwy 110**  
**Storm Lake, IA 50588**

**PROPOSAL**

**April 13, 2020**

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Duro-Last single ply roof system to be installed on the roof area approximately 256 sq. ft. of material. The work will include the following:

**Pump House**

- Existing roof will be left on.
- 3/8" Recovery board will be installed over entire roof area.
- 50 mil Duro-Last mechanically fastened roof system will be installed over entire roof area.
- Custom Duro-Last curbs and stacks will be installed on all penetrations.
- New perimeter flashing will be installed.
- 2-way vents will be installed every 1000 sq. ft.
- Owner responsible to disconnect and reconnect roof top units as needed to install new roof. Nohava will move equipment as needed to install roof.
- Owner will be responsible for cost of any permits, if required to complete installation of new roof.
- **15-Year Manufacturer's Warranty on Labor and Material.**
- **Interest at the rate of 18% per annum (1 1/2% per month) will be charged on all accounts from the date of invoice if the invoice is not paid within thirty (30) days of its date.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman like manner for the sum:

**Roof Investment (Base Bid)        \$3,995.00**

**20 Year Manufactures Warranty in lieu 15-Year Manufactures Warranty an additional \$25.60 to base bid. \_\_\_\_\_ Initial & Date**

**New collector box and downspout will be installed at an additional \$800.00 to base bid. \_\_\_\_\_ Initial & Date**

**50% due upon starting  
50% due upon completion**

**BID PROPOSAL**



Contractor shall not be responsible for any damages to persons or property except those that are a direct result of Contractor's negligence or intentional act during the performance of the Contractor's work. Owner is advised that a Duro-Last Roof System may make the building more air tight. Contractor disclaims any liability or responsibility to ensure proper ventilation, other than to install the new roof system as set forth in the specifications. Upon completion of the work, the Contractor shall only be responsible for workmanship and materials as set forth in the specifications, and any product guarantees or warranties provided by Contractor.

Owner is responsible for inspection of the existing roof which is being replaced. Contractor disclaims any warranty as to the suitability of any roofing system for the particular use or building. Owner shall indemnify and hold the Contractor harmless for any damages arising from the installation of the Duro-Last Roof System over an existing roof system, including but not limited to liability for hazardous materials (including asbestos), mold, and contaminants of any kind or other materials in the existing roof system and damages resulting from covering the existing roof system. The Contractor is not responsible for removal, storage, disposal or transport of any materials or components of the room which is being replaced unless the contract specifically includes such work.

Any alteration or deviation from above specifications involving extra costs, will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent on strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance on above work. Workmen's Compensation and Public Liability Insurance on above work is to be taken out by Nohava Construction, Inc.

Please specify color of metal flashing

Please specify color of membrane

Refer to Duro-Last  
Metal Finishes  
Sheet

If no color is specified,  
white will be installed.

- ☐ White
- ☐ Tan
- ☐ Grey

Respectfully Submitted by:

**Bryan Nohava**  
Nohava Construction, Inc.

Acceptance of Proposal

Signature: \_\_\_\_\_

Please return all pages to Nohava Construction  
Email: [brandy@nohavaconstruction.com](mailto:brandy@nohavaconstruction.com)  
Fax: 712-548-4909

Date: \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days.

# BID PROPOSAL





**Water Treatment Plant**  
**6011 Hwy 110**  
**Storm Lake, IA 50588**

**PROPOSAL**

**April 13, 2020**

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Duro-Last single ply roof system to be installed on the roof area approximately 21,191 sq. ft. of material. The work will include the following:

- Existing roof will be left on. Wood nailer will be installed on perimeter.
- Flute fill insulation will be installed between metal ribs.
- 1.5" ISO will be installed over entire area.
- 50 mil Duro-Last mechanically fastened roof system will be installed over entire roof area.
- Custom Duro-Last curbs and stacks will be installed on all penetrations.
- New perimeter flashing will be installed.
- 2-way vents will be installed every 1000 sq. ft.
- Walk pads will be installed in heavy service areas.
- Owner responsible to disconnect and reconnect roof top units as needed to install new roof. Nohava will move equipment as needed to install roof.
- Owner will be responsible for cost of any permits, if required to complete installation of new roof.
- **15-Year Manufacturer's Warranty on Labor and Material.**
- **Interest at the rate of 18% per annum (1 1/2% per month) will be charged on all accounts from the date of invoice if the invoice is not paid within thirty (30) days of its date.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman like manner for the sum:

**Roof Investment (Base Bid)      \$79,960.00**

**20 Year Manufactures Warranty in lieu 15-Year Manufactures Warranty an additional \$2,192.00 to base bid. \_\_\_\_\_ Initial & Date**

**New gutter and downspout will be installed at an additional \$14,260.00 to base bid. \_\_\_\_\_ Initial & Date**

**50% due upon starting  
50% due upon completion**

**BID PROPOSAL**



Contractor shall not be responsible for any damages to persons or property except those that are a direct result of Contractor's negligence or intentional act during the performance of the Contractor's work. Owner is advised that a Duro-Last Roof System may make the building more air tight. Contractor disclaims any liability or responsibility to ensure proper ventilation, other than to install the new roof system as set forth in the specifications. Upon completion of the work, the Contractor shall only be responsible for workmanship and materials as set forth in the specifications, and any product guarantees or warranties provided by Contractor.

Owner is responsible for inspection of the existing roof which is being replaced. Contractor disclaims any warranty as to the suitability of any roofing system for the particular use or building. Owner shall indemnify and hold the Contractor harmless for any damages arising from the installation of the Duro-Last Roof System over an existing roof system, including but not limited to liability for hazardous materials (including asbestos), mold, and contaminants of any kind or other materials in the existing roof system and damages resulting from covering the existing roof system. The Contractor is not responsible for removal, storage, disposal or transport of any materials or components of the room which is being replaced unless the contract specifically includes such work.

Any alteration or deviation from above specifications involving extra costs, will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent on strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance on above work. Workmen's Compensation and Public Liability Insurance on above work is to be taken out by Nohava Construction, Inc.

Please specify color of metal flashing

Please specify color of membrane

Refer to Duro-Last  
Metal Finishes  
Sheet

If no color is specified,  
white will be installed.

- ☐ White
- ☐ Tan
- ☐ Grey

Respectfully Submitted by:

Bryan Nohava  
Nohava Construction, Inc.

Acceptance of Proposal

Signature: \_\_\_\_\_

Please return all pages to Nohava Construction  
Email: [brandy@nohavaconstruction.com](mailto:brandy@nohavaconstruction.com)  
Fax: 712-548-4909

Date: \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days.

# BID PROPOSAL





**Storm Lake Street Shop  
433 Vilas Rd  
Storm Lake, IA 50588**

**PROPOSAL**

**April 13, 2020**

We here by propose to furnish the materials and perform the labor necessary for the completion of a Duro-Last single ply roof system to be installed on the roof area approximately 3088 sq. ft. of material. The work will include the following:

- Existing roof will be left on. Old flashing will be removed.
- Wood nailer will be installed on perimeter.
- 1.5" ISO will be installed over entire roof area.
- 50 mil Duro-Last mechanically fastened roof system will be installed over entire roof area.
- Custom Duro-Last curbs and stacks will be installed on all penetrations.
- New perimeter flashing will be installed.
- 2-way vents will be installed every 1000 sq. ft.
- Owner responsible to disconnect and reconnect roof top units as needed to install new roof. Nohava will move equipment as needed to install roof.
- Owner will be responsible for cost of any permits, if required to complete installation of new roof.
- **15-Year Manufacturer's Warranty on Labor and Material.**
- **Interest at the rate of 18% per annum (1 1/2% per month) will be charged on all accounts from the date of invoice if the invoice is not paid within thirty (30) days of its date.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman like manner for the sum:

**Roof Investment (Base Bid)            \$19,720.00**

**20 Year Manufactures Warranty in lieu 15-Year Manufactures Warranty an additional \$310.00 to base bid. \_\_\_\_\_ Initial & Date**

**50% due upon starting  
50% due upon completion**

**BID PROPOSAL**



Contractor shall not be responsible for any damages to persons or property except those that are a direct result of Contractor's negligence or intentional act during the performance of the Contractor's work. Owner is advised that a Duro-Last Roof System may make the building more air tight. Contractor disclaims any liability or responsibility to ensure proper ventilation, other than to install the new roof system as set forth in the specifications. Upon completion of the work, the Contractor shall only be responsible for workmanship and materials as set forth in the specifications, and any product guarantees or warranties provided by Contractor.

Owner is responsible for inspection of the existing roof which is being replaced. Contractor disclaims any warranty as to the suitability of any roofing system for the particular use or building. Owner shall indemnify and hold the Contractor harmless for any damages arising from the installation of the Duro-Last Roof System over an existing roof system, including but not limited to liability for hazardous materials (including asbestos), mold, and contaminants of any kind or other materials in the existing roof system and damages resulting from covering the existing roof system. The Contractor is not responsible for removal, storage, disposal or transport of any materials or components of the room which is being replaced unless the contract specifically includes such work.

Any alteration or deviation from above specifications involving extra costs, will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent on strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance on above work. Workmen's Compensation and Public Liability Insurance on above work is to be taken out by Nohava Construction, Inc.

Please specify color of metal flashing

Please specify color of membrane

Refer to Duro-Last  
Metal Finishes  
Sheet \_\_\_\_\_

If no color is specified,  
white will be installed.

- ☐ White
- ☐ Tan
- ☐ Grey

Respectfully Submitted by:

Bryan Nohava  
Nohava Construction, Inc.

Acceptance of Proposal

Signature: \_\_\_\_\_

Please return all pages to Nohava Construction  
Email: [brandy@nohavaconstruction.com](mailto:brandy@nohavaconstruction.com)  
Fax: 712-548-4909

Date: \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days.

# BID PROPOSAL





**Storm Lake Police Station  
401 East Milwaukee Ave  
Storm Lake, IA 50588**

**PROPOSAL**

**April 13, 2020**

We here by propose to furnish the materials and perform the labor necessary for the completion of a Duro-Last single ply roof system to be installed on the roof area approximately 10,185 sq. ft. of material. The work will include the following:

- Existing roof will be left on.
- Loose rock will be removed and hauled away.
- Existing EPDM will be cut up and left on roof.
- Existing insulation will be checked for gaps and spray foamed.
- 1.5" ISO will be installed over entire area.
- 50 mil Duro-Last mechanically fastened roof system will be installed over entire roof area.
- Custom Duro-Last curbs and stacks will be installed on all penetrations.
- New perimeter flashing will be installed.
- 2-way vents will be installed every 1000 sq. ft.
- Owner responsible to disconnect and reconnect roof top units as needed to install new roof. Nohava will move equipment as needed to install roof.
- Owner will be responsible for cost of any permits, if required to complete installation of new roof.
- **15-Year Manufacturer's Warranty on Labor and Material.**
- **Interest at the rate of 18% per annum (1 1/2% per month) will be charged on all accounts from the date of invoice if the invoice is not paid within thirty (30) days of its date.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman like manner for the sum:

**Roof Investment (Base Bid)            \$49,995.00**

**20 Year Manufactures Warranty in lieu 15-Year Manufactures Warranty an additional \$1,019.00 to base bid. \_\_\_\_\_ Initial & Date**

**50% due upon starting  
50% due upon completion**

**BID PROPOSAL**



Contractor shall not be responsible for any damages to persons or property except those that are a direct result of Contractor's negligence or intentional act during the performance of the Contractor's work. Owner is advised that a Duro-Last Roof System may make the building more air tight. Contractor disclaims any liability or responsibility to ensure proper ventilation, other than to install the new roof system as set forth in the specifications. Upon completion of the work, the Contractor shall only be responsible for workmanship and materials as set forth in the specifications, and any product guarantees or warranties provided by Contractor.

Owner is responsible for inspection of the existing roof which is being replaced. Contractor disclaims any warranty as to the suitability of any roofing system for the particular use or building. Owner shall indemnify and hold the Contractor harmless for any damages arising from the installation of the Duro-Last Roof System over an existing roof system, including but not limited to liability for hazardous materials (including asbestos), mold, and contaminants of any kind or other materials in the existing roof system and damages resulting from covering the existing roof system. The Contractor is not responsible for removal, storage, disposal or transport of any materials or components of the room which is being replaced unless the contract specifically includes such work.

Any alteration or deviation from above specifications involving extra costs, will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent on strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance on above work. Workmen's Compensation and Public Liability Insurance on above work is to be taken out by Nohava Construction, Inc.

Please specify color of metal flashing

Please specify color of membrane

Refer to Duro-Last  
Metal Finishes  
Sheet \_\_\_\_\_

If no color is specified,  
white will be installed.

- ☐ White
- ☐ Tan
- ☐ Grey

Respectfully Submitted by:

Bryan Nohava  
Nohava Construction, Inc.

Acceptance of Proposal

Signature: \_\_\_\_\_

Please return all pages to Nohava Construction  
Email: [brandy@nohavaconstruction.com](mailto:brandy@nohavaconstruction.com)  
Fax: 712-548-4909

Date: \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days.

# BID PROPOSAL





**Storm Lake Library  
609 Cayuga St  
Storm Lake, IA 50588**

**PROPOSAL**

**April 13, 2020**

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Duro-Last single ply roof system to be installed on the roof area approximately 14,265 sq. ft. of material. The work will include the following:

- Existing roof will be left on. Loose rock and old flashing will be removed and hauled away.
- Existing EPDM will be cut into 10X10 section and left on roof. Existing insulation will be inspected and gaps sprayed foamed as needed.
- 1 layer of 1.5" ISO will be installed over entire roof area.
- 50 mil Duro-Last mechanically fastened roof system will be installed over entire roof area.
- Custom Duro-Last curbs and stacks will be installed on all penetrations.
- New perimeter flashing will be installed.
- 2-way vents will be installed every 1000 sq. ft.
- Owner responsible to disconnect and reconnect roof top units as needed to install new roof. Nohava will move equipment as needed to install roof.
- Owner will be responsible for cost of any permits, if required to complete installation of new roof.
- **15-Year Manufacturer's Warranty on Labor and Material.**
- **Interest at the rate of 18% per annum (1 1/2% per month) will be charged on all accounts from the date of invoice if the invoice is not paid within thirty (30) days of its date.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman like manner for the sum:

**Roof Investment (Base Bid)      \$69,995.00**

**20 Year Manufactures Warranty in lieu 15-Year Manufactures Warranty an additional \$1,427.00 to base bid. \_\_\_\_\_ Initial & Date**

**50% due upon starting  
50% due upon completion**

**BID PROPOSAL**



Contractor shall not be responsible for any damages to persons or property except those that are a direct result of Contractor's negligence or intentional act during the performance of the Contractor's work. Owner is advised that a Duro-Last Roof System may make the building more air tight. Contractor disclaims any liability or responsibility to ensure proper ventilation, other than to install the new roof system as set forth in the specifications. Upon completion of the work, the Contractor shall only be responsible for workmanship and materials as set forth in the specifications, and any product guarantees or warranties provided by Contractor.

Owner is responsible for inspection of the existing roof which is being replaced. Contractor disclaims any warranty as to the suitability of any roofing system for the particular use or building. Owner shall indemnify and hold the Contractor harmless for any damages arising from the installation of the Duro-Last Roof System over an existing roof system, including but not limited to liability for hazardous materials (including asbestos), mold, and contaminants of any kind or other materials in the existing roof system and damages resulting from covering the existing roof system. The Contractor is not responsible for removal, storage, disposal or transport of any materials or components of the room which is being replaced unless the contract specifically includes such work.

Any alteration or deviation from above specifications involving extra costs, will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent on strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance on above work. Workmen's Compensation and Public Liability Insurance on above work is to be taken out by Nohava Construction, Inc.

Please specify color of metal flashing

Please specify color of membrane

Refer to Duro-Last  
Metal Finishes  
Sheet

If no color is specified,  
white will be installed.

- ☐ White
- ☐ Tan
- ☐ Grey

Respectfully Submitted by:

Bryan Nohava  
Nohava Construction, Inc.

Acceptance of Proposal

Signature: \_\_\_\_\_

Please return all pages to Nohava Construction  
Email: [brandy@nohavaconstruction.com](mailto:brandy@nohavaconstruction.com)  
Fax: 712-548-4909

Date: \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days.

# BID PROPOSAL

# Brentwood Roofing & Construction

Cherokee, IA.  
Cell: 712-221-7700  
sales@brentwoodroofing.com

Attention: City of Storm Lake Water Treatment 6011 Highway 110  
Phone: 712-732-8000 Tyler Gibbins  
Fax:  
Email: gibbins@stormlake.org  
Address: PO Box 1086 Storm Lake IA 50588

TPO  
Membrane  
Roof Estimate

## Water Treatment

|                                                                                                                   |               |              |  |
|-------------------------------------------------------------------------------------------------------------------|---------------|--------------|--|
| Labor & Materials Roof Base Bid:                                                                                  |               | Total        |  |
| Welded Membrane Roof System over top of existing steel roof structure (includes East Stairwell/Elevator addition) |               | \$139,860.00 |  |
| 60 GAF Mil Extreme TPO                                                                                            | 20yr warranty |              |  |

### Base Roof bid includes labor and material to:

Install Qty: Fluted foam Filler to make deck level  
Insulation on entire roof  
Install new base 1/2" layer of Insulation  
Fully adhered glued down TPO  
Flash through the through wall scuppers  
Welded Seams for One-Piece roof system  
New roof deck to accept new membrane for warranty purposes  
Edging/flashing/trim/sealant  
Head wall Flashing  
There are other possible Value Engineering Options available upon conversation.

### Bid Exclusions:

Gutters and Downspouts  
Siding, Soffit, Fascia

### Leftover materials

Snow guards

Framing  
Brick Flashing  
Skylight installation  
Shingled roof ares  
Labor for unforeseen repairs  
Vented nail base sheathing

Proposal Submitted By Brent Wolfswinkel 712-221-7700 cell Date 7/15/2020

Contract Accepted By \_\_\_\_\_ Date \_\_\_\_\_

Please sign and email to sales@brentwoodroofing.com or to the mailing above address, Thanks!

- Free Estimates
- 17 yrs. experience serving NW IA.
- References Available
- Guaranteed & Competitive Pricing

- Licensed and Insured
- Full Warranties and Service
- **Most roofs completed in one day**

This proposal is valid Until 30 days after bid date

By submission of this estimate, Brentwood Construction does not validate that there is any damage to the roof, to be determined by Insurance carrier.

210.78

Hail inspection request? 0



# Brentwood Roofing & Construction

Cherokee, IA.  
Cell: 712-221-7700  
[salesestimatesbwc@gmail.com](mailto:salesestimatesbwc@gmail.com)

Attention: City of Storm Lake Water Treatment 6011 Highway 110  
Phone: 712-732-8000 Tyler Gibbins  
Fax:  
Email: [gibbins@stormlake.org](mailto:gibbins@stormlake.org)  
Address: PO Box 1086 Storm Lake IA 50588

Steel Roof  
Estimate

|  |                                               | Water Treatment |              |  |
|--|-----------------------------------------------|-----------------|--------------|--|
|  | Labor & Materials Roof Base Bid:              |                 | Total        |  |
|  |                                               |                 |              |  |
|  | Metal Reroof to similar spec of existing Roof |                 | \$187,910.00 |  |
|  |                                               |                 |              |  |

## **Base Roof bid includes labor and material to:**

Install Qty:

## **Bid Exclusions:**

Gutters and Downspouts  
Siding, Soffit, Fascia

### **Leftover materials**

Roof sheathing  
Furnace vent caps  
Snow guards

Framing  
Brick Flashing  
Skylight installation  
Shingled roof ares  
Labor for unforeseen repairs  
Vented nail base sheathing

Proposal Submitted By Brent Wolfswinkel 712-221-7700 cell Date 7/15/2020

Contract Accepted By \_\_\_\_\_ Date \_\_\_\_\_

Please sign and email to [salesestimatesbwc@gmail.com](mailto:salesestimatesbwc@gmail.com) or to the mailing above address, Thanks!

- Free Estimates
- 17 yrs. experience serving NW IA.
- References Available
- Guaranteed & Competitive Pricing

- Licensed and Insured
- Full Warranties and Service
- **Most roofs completed in one day**

This proposal is valid Until 30 days after bid date

By submission of this estimate, Brentwood Construction does not validate that there is any damage to the roof, to be determined by insurance carrier.

189.18

Hail inspection request? 0

# Brentwood Roofing & Construction

Cherokee, IA.  
Cell: 712-221-7700  
[salesestimatesbwc@gmail.com](mailto:salesestimatesbwc@gmail.com)

Attention: City of Storm Lake  
Phone: 712-732-8000 Tyler Gibbins  
Fax:  
Email: [gibbins@stormlake.org](mailto:gibbins@stormlake.org)  
Address: PO Box 1086 Storm Lake IA 50588 Attn: Tyler

Flatroof  
Estimate

Water Treatment Plant  
off site South Pump  
House

|  |                                  |                |                                    |            |
|--|----------------------------------|----------------|------------------------------------|------------|
|  | Labor & Materials Roof Base Bid: |                | Total                              |            |
|  |                                  |                |                                    |            |
|  | White TPO Flat Roof              | 60 Mil Extreme | 20yr warranty on Commercial bldgs. | \$2,970.00 |

## Base Roof bid includes labor and material to:

Install Qty: White TPO Flat Roof

Install new base 1/2" layer of Insulation  
Fully adhered glued down TPO  
Welded seams  
New Metal Cover Edging  
New Roof Drain Intakes/Grates  
New Mechanical boot flashings  
Install TPO roof system per manufactures specs

## Bid Exclusions:

Gutters and Downspouts  
Siding, Soffit, Fascia

### Leftover materials

Roof sheathing  
Furnace vent caps  
Snow guards

Framing  
Brick Flashing  
Skylight installation  
Shingled roof areas  
Labor for unforeseen repairs  
Vented nail base sheathing

Proposal Submitted By Brent Wolfswinkel 712-221-7700 cell Date 7/15/2020

Contract Accepted By \_\_\_\_\_ Date \_\_\_\_\_

Please sign and email to [salesestimatesbwc@gmail.com](mailto:salesestimatesbwc@gmail.com) or to the mailing above address, Thanks!

- Free Estimates
- 17 yrs. experience serving NW IA.
- References Available
- Guaranteed & Competitive Pricing

- Licensed and Insured
- Full Warranties and Service
- Most roofs completed in one day

This proposal is valid Until 30 days after bid date

By submission of this estimate, Brentwood Construction does not validate that there is any damage to the roof, to be determined by Insurance carrier.

2.76 Hail inspection request? 0

# Brentwood Roofing & Construction

Cherokee, IA.  
Cell: 712-221-7700  
[salesestimatesbwc@gmail.com](mailto:salesestimatesbwc@gmail.com)

Attention: City of Storm Lake  
Phone: 712-732-8000 Tyler Gibbins  
Fax:  
Email: [gibbins@stormlake.org](mailto:gibbins@stormlake.org)  
Address: PO Box 1086 Storm Lake IA 50588 Attn: Tyler

Flatroof  
Estimate

## Police Station

| Labor & Materials Roof Base Bid: |                     |                | Total                            |             |
|----------------------------------|---------------------|----------------|----------------------------------|-------------|
| Option 2                         | White TPO Flat Roof | 60 Mil Extreme | 20yr warrnty on Commercial bldgs | \$53,880.00 |

### Base Roof bid *includes* labor and material to:

Install Qty: White TPO Flat Roof  
Removal of loose rock  
Install new base 1/2" layer of Insulation  
Fully adhered glued down TPO  
Welded seams  
Reuse Existing Metal Coping cap  
New Roof Drain Intakes/Grates  
New Mechanical boot flashings  
Removal of existing roof penetrations not needed  
Install TPO roof system per manufactors specs

### Bid Exclusions:

Gutters and Downspouts  
Siding, Soffit, Fascia

### Leftover materials

Roof sheathing  
Furnace vent caps  
Snow guards

Framing  
Brick Flashing  
Skylight installation  
Shingled roof ares  
Labor for unforeseen repairs  
Vented nail base sheathing

Proposal Submitted By Brent Wolfswinkel 712-221-7700 cell Date 7/15/2020

Contract Accepted By \_\_\_\_\_ Date \_\_\_\_\_

Please sign and email to [salesestimatesbwc@gmail.com](mailto:salesestimatesbwc@gmail.com) or to the mailing above address, Thanks!

- Free Estimates
- 17 yrs. experience serving NW IA.
- References Available
- Guaranteed & Competitive Pricing

- Licensed and Insured
- Full Warranties and Service
- **Most roofs completed in one day**

This proposal is valid Until 30 days after bid date

By submission of this estimate, Brentwood Construction does not validate that there is any damage to the roof, to be determined by Insurance carrier.

100.71

Hail inspection request? 0



# Brentwood Roofing & Construction

Cherokee, IA.  
Cell: 712-221-7700  
[salesestimatesbwc@gmail.com](mailto:salesestimatesbwc@gmail.com)

Attention: City of Storm Lake  
Phone: 712-732-8000 Tyler Gibbins  
Fax:  
Email: [gibbins@stormlake.org](mailto:gibbins@stormlake.org)  
Address: PO Box 1086 Storm Lake IA 50588 Attn: Tyler

Flatroof  
Estimate

## Police Station

| Labor & Materials Roof Base Bid: |                     |                | Total                             |             |
|----------------------------------|---------------------|----------------|-----------------------------------|-------------|
| Option 1                         | White TPO Flat Roof | 60 Mil Extreme | 20yr warranty on Commercial bldgs | \$43,850.00 |

### Base Roof bid includes labor and material to:

Install Qty: White TPO Flat Roof  
Removal of loose rock  
Remove existing membrane if not glued down  
Fully adhered glued down TPO to existing roof deck  
Welded seams  
Reuse Existing Metal Coping cap  
New Roof Drain Intakes/Grates  
New Mechanical boot flashings  
Removal of existing roof penetrations not needed  
Install TPO roof system per manufactors specs

### Bid Exclusions:

Gutters and Downspouts  
Siding, Soffit, Fascia

### Leftover materials

Install new base 1/2" layer of Insulation  
Furnace vent caps  
Snow guards

Framing  
Brick Flashing  
Skylight installation  
Shingled roof ares  
Labor for unforeseen repairs  
Vented nail base sheathing

Proposal Submitted By Brent Wolfswinkel 712-221-7700 cell Date 7/15/2020

Contract Accepted By \_\_\_\_\_ Date \_\_\_\_\_

Please sign and email to [salesestimatesbwc@gmail.com](mailto:salesestimatesbwc@gmail.com) or to the mailing above address, Thanks!

- Free Estimates
- 17 yrs. experience serving NW IA.
- References Available
- Guaranteed & Competitive Pricing

- Licensed and Insured
- Full Warranties and Service
- **Most roofs completed in one day**

This proposal is valid Until 30 days after bid date

By submission of this estimate, Brentwood Construction does not validate that there is any damage to the roof, to be determined by Insurance carrier.

100.71

Hail inspection request? 0

# Brentwood Roofing & Construction

Cherokee, IA.  
Cell: 712-221-7700  
[salesestimatesbwc@gmail.com](mailto:salesestimatesbwc@gmail.com)

Attention: City of Storm Lake Library 609 Cayuga St SL  
Phone: 712-732-8000 Tyler Gibbins  
Fax:  
Email: [gibbins@stormlake.org](mailto:gibbins@stormlake.org)  
Address: PO Box 1086 Storm Lake IA 50588 Attn: Tyler

Flatroof  
Estimate

| Library  |                                  |                |                                  |
|----------|----------------------------------|----------------|----------------------------------|
|          | Labor & Materials Roof Base Bid: |                | Total                            |
| Option 2 | White TPO Flat Roof              | 60 Mil Extreme | 20yr warrnty on Commercial bldgs |
|          |                                  |                | \$78,610.00                      |

## Base Roof bid includes labor and material to:

Install Qty: White TPO Flat Roof  
Removal of loose rock  
Install new base 1/2" layer of Insulation  
Fully adhered glued down TPO  
Welded seams  
Reuse Existing Metal Coping cap  
New Roof Drain Intakes/Grates  
New Mechanical boot flashings  
Removal of existing roof penetrations not needed  
Install TPO roof system per manufactors specs

## Bid Exclusions:

Gutters and Downspouts  
Siding, Soffit, Fascia

### **Leftover materials**

Roof sheathing  
Furnace vent caps  
Snow guards

Framing  
Brick Flashing  
Skylight installation  
Shingled roof ares  
Labor for unforeseen repairs  
Vented nail base sheathing

Proposal Submitted By Brent Wolfswinkel 712-221-7700 cell Date 7/15/2020

Contract Accepted By \_\_\_\_\_ Date \_\_\_\_\_

Please sign and email to [salesestimatesbwc@gmail.com](mailto:salesestimatesbwc@gmail.com) or to the mailing above address, Thanks!

- Free Estimates
- 17 yrs. experience serving NW IA.
- References Available
- Guaranteed & Competitive Pricing

- Licensed and Insured
- Full Warranties and Service
- **Most roofs completed in one day**

This proposal is valid Until 30 days after bid date

By submission of this estimate, Brentwood Construction does not validate that there is any damage to the roof, to be determined by Insurance carrier.

146.92

Hail inspection request? 0

# Brentwood Roofing & Construction

Cherokee, IA.  
Cell: 712-221-7700  
salesestimatesbwc@gmail.com

Attention: City of Storm Lake Library 609 Cayuga St SL  
Phone: 712-732-8000 Tyler Gibbins  
Fax:  
Email: gibbins@stormlake.org  
Address: PO Box 1086 Storm Lake IA 50588 Attn: Tyler

Flatroof  
Estimate

## Library

| Labor & Materials Roof Base Bid: |                     |                | Total                            |             |
|----------------------------------|---------------------|----------------|----------------------------------|-------------|
| Option 1                         | White TPO Flat Roof | 60 Mil Extreme | 20yr warrnty on Commercial bldgs | \$64,000.00 |

### Base Roof bid includes labor and material to:

Install Qty: White TPO Flat Roof  
Removal of loose rock  
Remove existing membrane if not glued down  
Fully adhered glued down TPO to existing roof deck  
Welded seams  
Reuse Existing Metal Coping cap  
New Roof Drain Intakes/Grates  
New Mechanical boot flashings  
Removal of existing roof penetrations not needed  
Install TPO roof system per manufactors specs

### Bid Exclusions:

Gutters and Downspouts  
Siding, Soffit, Fascia

### Leftover materials

Install new base 1/2" layer of Insulation  
Furnace vent caps  
Snow guards

Framing  
Brick Flashing  
Skylight installation  
Shingled roof ares  
Labor for unforeseen repairs  
Vented nail base sheathing

Proposal Submitted By Brent Wolfswinkel 712-221-7700 cell Date 7/15/2020

Contract Accepted By \_\_\_\_\_ Date \_\_\_\_\_

Please sign and email to salesestimatesbwc@gmail.com or to the mailing above address, Thanks!

- Free Estimates
- 17 yrs. experience serving NW IA.
- References Available
- Guaranteed & Competitive Pricing

- Licensed and Insured
- Full Warranties and Service
- **Most roofs completed in one day**

This proposal is valid Until 30 days after bid date

By submission of this estimate, Brentwood Construction does not validate that there is any damage to the roof, to be determined by Insurance carrier.

146.92 Hail inspection request? 0

# Brentwood Roofing & Construction

Cherokee, IA.  
Cell: 712-221-7700  
[salesestimatesbwc@gmail.com](mailto:salesestimatesbwc@gmail.com)

Attention: City of Storm Lake  
Phone: 712-732-8000 Tyler Gibbins  
Fax:  
Email: [gibbins@stormlake.org](mailto:gibbins@stormlake.org)  
Address: PO Box 1086 Storm Lake IA 50588 Attn: Tyler

Flatroof  
Estimate

## Street Shop

| Labor & Materials Roof Base Bid: |                |                                    | Total       |  |
|----------------------------------|----------------|------------------------------------|-------------|--|
| White TPO Flat Roof              | 60 Mil Extreme | 20yr warranty on Commercial bldgs. | \$19,670.00 |  |

### Base Roof bid includes labor and material to:

Install Qty: White TPO Flat Roof  
Removal of loose rock  
Install new base 1/2" layer of Insulation  
Fully adhered glued down TPO  
Welded seams  
Reuse Existing Metal Coping cap  
New Roof Drain Intakes/Grates  
New Mechanical boot flashings  
Removal of existing roof penetrations not needed  
Install TPO roof system per manufactures specs  
New Curb for AC unit

### Bid Exclusions:

Gutters and Downspouts  
Siding, Soffit, Fascia

### **Leftover materials**

Roof sheathing  
Furnace vent caps  
Snow guards

Framing  
Brick Flashing  
Skylight installation  
Shingled roof areas  
Labor for unforeseen repairs  
Vented nail base sheathing

Proposal Submitted By Brent Wolfswinkel 712-221-7700 cell Date 7/15/2020

Contract Accepted By \_\_\_\_\_ Date \_\_\_\_\_

Please sign and email to [salesestimatesbwc@gmail.com](mailto:salesestimatesbwc@gmail.com) or to the mailing above address, Thanks!

- Free Estimates
- 17 yrs. experience serving NW IA.
- References Available
- Guaranteed & Competitive Pricing

- Licensed and Insured
- Full Warranties and Service
- **Most roofs completed in one day**

This proposal is valid Until 30 days after bid date

By submission of this estimate, Brentwood Construction does not validate that there is any damage to the roof, to be determined by insurance carrier.

33.37 Hail inspection request? 0

## Staff Summary

7/20/2020

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:** Keri Navratil, City Manager

**SUBJECT:** **Resolution No. 06-R-2020-2021 Implementing Water Conservation Measures**

**BACKGROUND:** 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.

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

This resolution will implement water conservation measures manage water use during this time.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Adopt Resolution No. 06-R-20-021 Implementing Water Conservation Measures

**ATTACHMENTS:**

| Description                     | Type       |
|---------------------------------|------------|
| ☐ Resolution No. 06-R-2020-2021 | Resolution |



**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 plans 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 20<sup>th</sup> day of July 2020.

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Michael Porsch, Mayor

ATTEST:

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Mayra A. Martinez, City Clerk

## Staff Summary

7/20/2020

Agenda Item # 8.



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

**REPORT TO:** Honorable Mayor and City Council

**FROM:** David Derragon, Assistant City Manager

**SUBJECT:** **Commercial Garbage Work Session II**

**BACKGROUND:** Concerns have been expressed and complaints received regarding the issue of uncontained trash being blown around in the Central Business District. The issue of garbage and its disposal are concerns; however, it must be remembered that a thriving business district will create both vehicle and pedestrian traffic and the resulting garbage issue. We are fortunate to have the opportunity to address and solve this issue.

The Work Session follows up the discussion on July 6, 2020 and opens discussion of language changes/addition to the current City Code.

Following this work session, a draft ordinance with desired changes will be prepared for introduction at a future Council meeting.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Move forward as directed with Amendments to City Code for Garbage Storage & Collection

**ATTACHMENTS:**

| Description | Type            |
|-------------|-----------------|
| □ Narrative | Backup Material |



**Garbage Storage and Collection**  
**Proposed Amended Language for Ordinance**  
**July 20, 2020**

Section 3-1-2 Definitions

Add:

- (l) "Commercial Customer": Any property involving four or more residential units or a location conducting activities of commerce—business operations intended for an exchange on the market with the goal of earning profits.

Section 3-1-3 Duty to Provide Cans

Add language to second paragraph:

Persons storing garbage in commercially zoned districts or residential complexes of 4 or more units must provide containers adequately sized to store garbage inside the container with the lid closed during a normal seven-day collection cycle. If necessary, appropriately sized containers and a shorter collection cycle must be implemented to ensure that garbage remains in the container as required.

Baler units, such as for cardboard disposal, may be required in order to properly contain and dispose of material to avoid blowing and scattering of garbage.

All containers shall be properly maintained to ensure fitness for use. Rust and other damage causing holes that allow material to fall out of the container shall be repaired promptly.

Containers must be labeled clearly with the name of the owner and other appropriate information such as "Recycling" and "Trash." The appropriate use for a container may also be distinguished by the color of the lid.

## Staff Summary

7/20/2020

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. Fireworks Review  
2. DNR Update on Lake

**FISCAL IMPACT:** No Fiscal Impact at this time.

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