

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
APRIL 20, 2015
5:00 PM**



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. Approve Consent Agenda
 - B. Buy Local Information
 - C. Easement Approvals
3. SHIELD Safety Director Presentation
4. Resolution No. 117-R-2014-2015 Approving The Contract For East 10th Street Reconstruction From Seneca Street To Russell Street
5. Resolution No. 118-R-2014-2015 To Reject the Bids For The Widening Of HWY 7 From Barton Street To Northwestern Drive
6. Resolution No. 119-R-2014-2015 Approving Contract On HWY 7 Water Main Project
7. Conduct A Public Hearing On The Proposed Vacation Of A Portion Of Michigan Street Right Of Way
8. Ordinance No. 08-O-2014-2015 Approving The Vacation Of A Portion Of Michigan Street Right Of Way - 1st Reading
9. Motion For Receipt Of Bids for \$6,885,000 General Obligation Urban Renewal Refunding Capital Loan Note, Series 2015A
10. Resolution No. 120-R-2014-2015 Directing Sale of \$6,885,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A
11. Resolution No. 121-R-2014-2015 Authorizing The Redemption of Outstanding GO Urban Renewal Bonds, Dated January 1, 2006 And Directing Notice Be Given
12. Resolution No. 122-R-2014-2015 Directing Advertisement For Sale, Approving Electronic Bidding Procedures & Official Statement
13. Public Hearing North Central Storm Water Plans, Specifications, & Form of Contract
14. Resolution No. 123-R-2014-2015 Approving Plans, Specifications, & Form Of Contract For North Central Storm Water Project
15. Resolution No. 124-R-2014-2015 Approving Change Order #6 To FEMA Contract #4 - Lift Stations
16. Ordinance No. 06-O-2014-2015 Related To Serving As A RAGBRAI Overnight Host City - 2nd Reading Ordinance

17. **Ordinance No. 07-O-2014-2015 An Ordinance Related To Serving As A RAGBRAI Overnight Host Community**
18. **Resolution No. 125-R-2014-2015 Approving The Contract For The Facade Renovation Project**
19. **Resolution No. 126-R-2014-2015 Approving Change Order #1 To The Façade Renovation Contract**
20. 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

4/20/2015

Agenda Item # A.



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

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe & Sunrise Pointe disbursements for approval
- Approve April 6, 2015 City Council Minutes
- Approve liquor license renewals for Restaurant Le Original, Puffs, Walmart, and Moose Lodge (pending receipt of dram shop insurance)
- Approve easements for the North Central Storm Water Project (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$1,134,800.86
- King's Pointe Bills - \$151,338.96
- Sunrise Pointe Golf Course Bills - \$6,214.69
- Easements - \$2,301.00

The City will receive the following revenues:

- Liquor license renewal - \$1,742.50

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ List of Bills - Kings Pointe & Sunrise Pointe	List of Bills
☐ Minutes - April 6, 2015	Minutes
☐ Liquor Report - Moose Lodge	Backup Material
☐ Liquor Report - Puffs	Backup Material
☐ Liquor Report - Restaurant La Original	Backup Material
☐ Liquor Report - Wal Mart	Backup Material

City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 04/07/15 To 04/20/15
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00553.04.2015 Aflac Pretax	536.60
AFLAC	PR Batch 00553.04.2015 Aflac After tax	143.28
AFLAC	PR Batch 00554.04.2015 Aflac Pretax	50.17
AFLAC	PR Batch 00554.04.2015 Aflac After tax	54.06
BOLTON AYANA	Refund Check	19.14
BOLTON AYANA	Refund Check	37.14
BOLTON AYANA	Refund Check	14.32
BOLTON AYANA	Refund Check	1.34
BOLTON AYANA	Refund Check	6.75
BU PAR	Refund Check	30.93
BU PAR	Refund Check	47.25
BU PAR	Refund Check	10.60
BU PAR	Refund Check	2.17
BU PAR	Refund Check	4.99
CHRISTENSEN RICHARD M	Refund Check	34.70
CHRISTENSEN RICHARD M	Refund Check	63.44
CHRISTENSEN RICHARD M	Refund Check	25.99
CHRISTENSEN RICHARD M	Refund Check	2.43
CHRISTENSEN RICHARD M	Refund Check	12.24
City of Storm Lake	PR Batch 00554.04.2015 Dental insurance employee c	2.18
City of Storm Lake	PR Batch 00554.04.2015 Dental employee/spouse	11.15
City of Storm Lake	PR Batch 00554.04.2015 Dental insurance family	28.32
City of Storm Lake	PR Batch 00554.04.2015 125 Flexible Benefits	207.91
City of Storm Lake	PR Batch 00554.04.2015 Health Insurance Family	596.50
City of Storm Lake	PR Batch 00554.04.2015 Health Insurance Single	48.12
City of Storm Lake	PR Batch 00553.04.2015 Dental employee/child	5.78
City of Storm Lake	PR Batch 00553.04.2015 Dental insurance employee c	20.00
City of Storm Lake	PR Batch 00553.04.2015 Dental employee/spouse	20.60
City of Storm Lake	PR Batch 00553.04.2015 Dental insurance family	82.84
City of Storm Lake	PR Batch 00553.04.2015 125 Flexible Benefits	920.83
City of Storm Lake	PR Batch 00553.04.2015 Flex- Child Care	173.09
City of Storm Lake	PR Batch 00553.04.2015 Health Insurance Family	1,816.98
City of Storm Lake	PR Batch 00553.04.2015 Health Insurance Single	444.20
Collection Services Center	PR Batch 00553.04.2015 Child Support Payments to I	222.00
Collection Services Center	PR Batch 00554.04.2015 Child Support Payments to I	325.00
Conseco Health Insurance Co	PR Batch 00553.04.2015 Cancer Pre Tax Insurance	41.04
EBERLE ROBERT	Refund Check	32.05
EBERLE ROBERT	Refund Check	55.63
EBERLE ROBERT	Refund Check	23.97
EBERLE ROBERT	Refund Check	2.25
EBERLE ROBERT	Refund Check	11.28
EFTPS	PR Batch 00553.04.2015 Federal Income Tax	10,387.43
EFTPS	PR Batch 00553.04.2015 FICA Employee Portion	3,733.89
EFTPS	PR Batch 00553.04.2015 FICA Employer Portion	3,733.89
EFTPS	PR Batch 00553.04.2015 Medicare Employee Portion	1,433.62
EFTPS	PR Batch 00553.04.2015 Medicare Employer Portion	1,433.62
EFTPS	PR Batch 00554.04.2015 Federal Income Tax	4,238.57
EFTPS	PR Batch 00554.04.2015 FICA Employee Portion	1,866.06
EFTPS	PR Batch 00554.04.2015 FICA Employer Portion	1,866.06
EFTPS	PR Batch 00554.04.2015 Medicare Employee Portion	527.10
EFTPS	PR Batch 00554.04.2015 Medicare Employer Portion	527.10
GARNER MARIA	Refund Check	14.71
GARNER MARIA	Refund Check	36.75
GARNER MARIA	Refund Check	11.02
GARNER MARIA	Refund Check	1.04
GARNER MARIA	Refund Check	5.18
GARZA CLARISSA	Refund Check	30.66

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GARZA CLARISSA	Refund Check	59.07
GARZA CLARISSA	Refund Check	22.97
GARZA CLARISSA	Refund Check	2.14
GARZA CLARISSA	Refund Check	21.58
HER DANNY	Refund Check	8.88
HER DANNY	Refund Check	16.63
HER DANNY	Refund Check	6.65
HER DANNY	Refund Check	0.61
HER DANNY	Refund Check	3.13
HERNANDEZ MARIA	Refund Check	17.41
HERNANDEZ MARIA	Refund Check	31.43
HERNANDEZ MARIA	Refund Check	9.40
HERNANDEZ MARIA	Refund Check	1.22
HERNANDEZ MARIA	Refund Check	4.43
HTOO MYA	Refund Check	33.61
HTOO MYA	Refund Check	55.31
HTOO MYA	Refund Check	25.14
HTOO MYA	Refund Check	2.34
HTOO MYA	Refund Check	11.82
ICMA Retirement Trust 457	PR Batch 00554.04.2015 ICMA	1,100.00
ICMA Retirement Trust 457	PR Batch 00554.04.2015 ICMA City Paid	583.35
ICMA Retirement Trust 457	PR Batch 00554.04.2015 ICMA City paid for Police	432.81
ICMA Retirement Trust 457	PR Batch 00553.04.2015 ICMA	1,235.00
Iowa Public Employees	PR Batch 00553.04.2015 IPERS	3,703.49
Iowa Public Employees	PR Batch 00553.04.2015 IPERS City Share	5,558.20
Iowa Public Employees	PR Batch 00554.04.2015 IPERS	1,503.94
Iowa Public Employees	PR Batch 00554.04.2015 IPERS City Share	2,257.17
ITT Hartford AMS RPVA	PR Batch 00554.04.2015 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00553.04.2015 457 Hartford	225.00
JOHNSON JEFF	Refund Check	35.91
JOHNSON JEFF	Refund Check	60.19
JOHNSON JEFF	Refund Check	26.88
JOHNSON JEFF	Refund Check	2.52
JOHNSON JEFF	Refund Check	12.65
LOPEZ ORANTES BYRON	Refund Check	29.01
LOPEZ ORANTES BYRON	Refund Check	74.39
LOPEZ ORANTES BYRON	Refund Check	20.69
LOPEZ ORANTES BYRON	Refund Check	2.02
LOPEZ ORANTES BYRON	Refund Check	9.73
MIRANDA LUIS	Refund Check	24.56
MIRANDA LUIS	Refund Check	43.47
MIRANDA LUIS	Refund Check	18.38
MIRANDA LUIS	Refund Check	1.71
MIRANDA LUIS	Refund Check	8.66
Muni Fire/Police Retire	PR Batch 00553.04.2015 Muni Police/Fire Pension	3,086.89
Muni Fire/Police Retire	PR Batch 00553.04.2015 Muni Police/Fire Pension Ci	9,986.38
Muni Fire/Police Retire	PR Batch 00554.04.2015 Muni Police/Fire Pension	534.26
Muni Fire/Police Retire	PR Batch 00554.04.2015 Muni Police/Fire Pension Ci	1,728.39
SHANNON KATHLEEN	Refund Check	38.26
SHANNON KATHLEEN	Refund Check	56.76
SHANNON KATHLEEN	Refund Check	14.82
SHANNON KATHLEEN	Refund Check	2.68
SHANNON KATHLEEN	Refund Check	6.97
Teamsters Local Union 554	PR Batch 00553.04.2015 Union Dues	305.50
Treasurer State Of Iowa	PR Batch 00553.04.2015 State Income Tax	3,829.59
Treasurer State Of Iowa	PR Batch 00554.04.2015 State Income Tax	1,817.70
TUN MOUNG	Refund Check	8.62
TUN MOUNG	Refund Check	13.87
TUN MOUNG	Refund Check	3.55

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TUN MOUNG	Refund Check	0.60
TUN MOUNG	Refund Check	1.67
WASHINGTON MIRIAM	Refund Check	15.16
WASHINGTON MIRIAM	Refund Check	34.92
WASHINGTON MIRIAM	Refund Check	11.34
WASHINGTON MIRIAM	Refund Check	1.06
WASHINGTON MIRIAM	Refund Check	5.33
UNAVAILABLE	Department Total =	74,943.78

Police Department

Alliant Energy	Gas Service Jan/Feb 2015	571.79
Alta Body Shop	Towing Services- March 2015	1,170.00
Buena Vista Stationery & Print Inc	Office Supplies	8.49
Buena Vista Stationery & Print Inc	Office Supplies	9.49
Buena Vista Stationery & Print Inc	Office Supplies	3.29
Buena Vista Stationery & Print Inc	Office Supplies	15.15
Buena Vista Stationery & Print Inc	Office Supplies	30.99
City of Storm Lake	Serviced P-9	36.47
City of Storm Lake	Serviced P-12	46.54
City of Storm Lake	Serviced P-4	49.74
City of Storm Lake	Serviced P-6	36.47
Control System Specialists, LLC	Replaced Pipe in Storage Closet Heater	979.31
Fitzpatrick Auto Center	Brakes P-10	50.82
Genesis Development	Janitorial Services March 2015	600.00
Iowa Lakes Electric Cooperative	March 2015 Electric Service	53.62
Iowa Office Supply Inc	Copier Maintenance Agreement	201.55
MidAmerican Energy Company	Electric Service Feb/Mar 2015	803.62
Neuroth Kevin	Garbage Service March 2015	23.00
Police Exec Research Forum	2015 PERF Membership	200.00
Rohr Manufacturing Services, Ltd	Fire Extinguisher Inspection	148.65
Star Energy, LLC	Fuel March 2015	3,403.00
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	29,038.70

Police Department	Department Total =	37,480.69
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Park Ranger

La Prensa LLC	Seasonal Ads	14.25
Pilot Tribune	Season Position Ads	49.64
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	282.87

Park Ranger	Department Total =	346.76
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Fire Department

Alliant Energy	Gas Service Jan/Feb 2015	774.86
Feld Equipment Company, Inc Ed M	Straps	121.00
Feld Equipment Company, Inc Ed M	Finance Charge for Non-Payment	1.82
Julius Dennis R.	Laundry Cleaning Services	60.08
Keller Ken	Replaced Cap in Cleaning the Sewer	413.90
Neuroth Kevin	Garbage Service March 2015	52.00
NW Iowa Planning & Development Commission	21 Adult CPR/AED Trainings	399.00
Star Energy, LLC	Fuel March 2015	98.01
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	55,177.39

Fire Department	Department Total =	57,098.06
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Building Official

Arnold Motor Supply, LLP	Wiper Blades	17.98
Buena Vista County Sheriff	Service of Paper- Steward	21.50
Graham Tire	New Tire	86.10
Havens & Havens	Legal Services March 2015	947.92
Star Energy, LLC	Fuel March 2015	93.24
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	1,473.02

Building Official	Department Total =	2,639.76
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Animal Care

A. A. Stepan	Board & Dispose of Cats & Dogs	560.00
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Animal Care	Department Total =	560.00
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Law Enforcement

Iowa Prison Industries	Filters for MRAP	181.06
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Law Enforcement	Department Total =	181.06
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Crime Prevention

Crestline Specialties	Pen	472.05
Hoffman's Inc	Sheila/Jean Vases	23.12
Utah Council For Crime Prevent Inc	Dare Supplies	162.31

Crime Prevention	Department Total =	657.48
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Roadway Maintenance

Alliant Energy	Gas Service Jan/Feb 2015	1,312.95
American Concrete Inc	Concrete	1,476.00
Barco Municipal Products Inc	Street Signs	317.54
Brown Supply Company	Flags & Paint	234.20
Central Iowa Distributing, Inc	Cleaning Supplies	237.50
CNH Industrial America LLC	Bearings, Seals, & Hubs	472.00
CNH Industrial America LLC	Bushing & Pin	176.80
Gov't Finance Officers Assoc	GFOA Dues 5/1/2015 to 4/30/2016- Member #300161	47.50
Hallett Materials	Cold Mix	690.20
I&S Group, Inc.	Engineering Svc Construction Admin through 3/21/20	1,095.87
I&S Group, Inc.	Engineering Svc Bidding & Contracts through 3/21/20	785.00
L & G Products, Inc	Grass Seed	138.30
L & G Products, Inc	Straw Blankets	59.80
La Prensa LLC	Dredge Mechanic Ad	45.13
MidAmerican Energy Company	Electric Service Feb/Mar 2015	510.10
Neuroth Kevin	Garbage Service March 2015	119.25
Pilot Tribune	Dredge Operator/Mechanic	177.90
Rust's Western Shed	Wadders	384.00
Star Energy, LLC	Fuel March 2015	1,659.02
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	10,351.58
Stille Pierce & Pertzborn	April 2015 Cyber Liab Policy Renewal	4,486.86
Wede's Lock Service Joe	Street Shop Door Repairs	45.00
Zee Medical Inc	First Aid Supplies	86.05

Roadway Maintenance	Department Total =	24,908.55
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Street Lighting

MidAmerican Energy Company	Electric Service Feb/Mar 2015	11,969.26
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Street Lighting	Department Total =	11,969.26
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Snow Removal

Sta-Mel Enterprises, Inc	Roadsalt	1,635.86
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	3,971.46

Snow Removal	Department Total =	5,607.32
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Airport

Blueglobes LLC	Strobe Lights	200.70
Century Link	Phone Service	129.16
Eastern Aviation Fuels, Inc	Jet A Fuel	16,277.41
Havens & Havens	Legal Services March 2015	131.25
Larson Oil & Distributing Co, Inc	Diesel Fuel at Airport	710.40
MidAmerican Energy Company	Electric Service Feb/Mar 2015	608.19
Nepple Electric Inc	Fix Strobe Lights and Repair Broken Runway Lights	1,552.00
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	379.68

Airport	Department Total =	19,988.79
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Library

Alliant Energy	Gas Service Jan/Feb 2015	1,126.81
Genesis Development	Janitorial Services March 2015	600.00
MidAmerican Energy Company	Electric Service Feb/Mar 2015	682.86
Neuroth Kevin	Garbage Service March 2015	35.25
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	312.97

Library	Department Total =	2,757.89
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Band

Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	21.17
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Band	Department Total =	21.17
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Parks Department

Alliant Energy	Gas Service Jan/Feb 2015	197.41
Arnold Motor Supply, LLP	Washer Fluid	10.47
BSN Sports, Inc	Baseball Field Supplies	267.46
Builders Sharpening & Service	Light Return	-48.24
Central Iowa Distributing, Inc	Cleaning Supplies	346.10
Crescent Electric Supply Co	Sensor for RR at Chautauqua Park	20.78
Fastenal Company	Litter Picker	29.35
Ferguson Enterprises Inc	Frank Starr Old RR Supplies	15.54
Ferguson Enterprises Inc	Sunset & Frank Starr RR Repair Supplies	52.86
Inquirehire	Background Checks	23.50
Inquirehire	Background Checks	23.50
Inquirehire	Background Checks	23.50
Inquirehire	Background Checks	23.50
Inquirehire	Background Checks	20.80
Inquirehire	Background Checks	33.50

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Inquirehire	Background Checks	23.50
Inquirehire	Background Checks	23.50
La Prensa LLC	Seasonal Ads	52.25
MidAmerican Energy Company	Electric Service Feb/Mar 2015	384.35
Neuroth Kevin	Garbage Service March 2015	68.50
Neuroth Kevin	Extra Garbage	20.00
Pilot Tribune	Season Position Ads	239.18
Ripke Brandon	Toro R5 Toter- Less Tax	24.48
Star Energy, LLC	Fuel March 2015	648.24
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	5,656.64

Parks Department

Department Total = 8,180.67

Golf Course

Amerigas	Propane	310.65
Arnold Motor Supply, LLP	Connector Cups	24.78
Crescent Electric Supply Co	Returned Lights	-17.32
Crescent Electric Supply Co	Security Light	16.95
Ferguson Enterprises Inc	Supplies	12.60
La Prensa LLC	Seasonal Ads	52.25
MidAmerican Energy Company	Electric Service Feb/Mar 2015	184.43
Pilot Tribune	Season Position Ads	239.18
Star Energy, LLC	Fuel March 2015	57.80
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	533.42
Storm Lake Ace Hardware Inc	Icemaker Kit	11.99
Turfwerks	Watering System With Computer	14,750.00

Golf Course

Department Total = 16,176.73

Campgrounds

Custodian of Petty Cash- Sunrise Campgrounds	2015 Campground Start-Up Money	200.00
Custodian of Petty Cash- Sunrise Campgrounds	2015 Campground Laundry Start-Up Quarters	60.00
Inquirehire	Background Checks	23.50
Inquirehire	Background Checks	23.50
MidAmerican Energy Company	Electric Service Feb/Mar 2015	89.98
Pilot Tribune	Campground Attendant Ad	264.00
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	1,031.80

Campgrounds

Department Total = 1,692.78

UNAVAILABLE

King's Pointe Resort	March 2015 Housekeeping	615.00
King's Pointe Resort	March 2015 Maintenance	264.50
King's Pointe Resort	March 2015 Additional Cleanup and Housekeeping	158.00
King's Pointe Resort	March 2015 AMEX Refund through Resort	635.04
King's Pointe Resort	March 2015 Orkin- Exterminating	70.00
King's Pointe Resort	March 2015 Water Park Add on Packages	975.00
King's Pointe Resort	March 2015 Hotel Supplies	205.00
King's Pointe Resort	March 2015 Propane	75.96
King's Pointe Resort	March 2015 Couch & Table	1,258.00
Kinseth Hospitality Corporation	March 2015- Management Fee	302.98
MidAmerican Energy Company	Electric Service Feb/Mar 2015	509.87

UNAVAILABLE

Department Total = 5,069.35

UNAVAILABLE

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Stille Pierce & Pertzborn	April 2015 Insurance Renewal	2,688.00
UNAVAILABLE		Department Total = 2,688.00
Shelter House		
Alliant Energy	Gas Service Jan/Feb 2015	245.72
MidAmerican Energy Company	Electric Service Feb/Mar 2015	160.35
Shelter House		Department Total = 406.07
UNAVAILABLE		
Havens & Havens	Legal Services March 2015	656.25
Neuroth Kevin	Garbage Service March 2015	77.75
Neuroth Kevin	Extra Garbage	20.00
Stille Pierce & Pertzborn	April 2015 Property & Inland Marine Renewal	45,015.00
Stille Pierce & Pertzborn	April 2015 Cyber Liab Policy Renewal	4,486.86
Stille Pierce & Pertzborn	Comm GL & Liquor Liab 4/1/2015 to 4/1/2016	31,646.20
Stille Pierce & Pertzborn	Excess Liab (Hotal) 4/1/2015 to 4/1/2016	25,707.53
Hotel Operations		Department Total = 107,609.59
Economic Develop		
Ahlers & Cooney, P.C.	Meridian Manufacturing Dev Agreement	2,110.60
Ahlers & Cooney, P.C.	Hillshire Brands Dev Agreement	612.50
Havens & Havens	Legal Services March 2015	510.42
Havens & Havens	Legal Services March 2015- Michigan St Right-of-Wa	758.33
Havens & Havens	Legal Services March 2015- Sale of St Mary's Church	875.00
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	136.25
Economic Develop		Department Total = 5,003.10
SLADC		
Storm Lake United	5th Payment of FY2015 Agreement	11,333.00
SLADC		Department Total = 11,333.00
Dredging		
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	13,061.29
Dredging		Department Total = 13,061.29
Mayor, Council, Manager		
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	71.78
Mayor, Council, Manager		Department Total = 71.78
Policy & Administration		
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	130.55
Policy & Administration		Department Total = 130.55

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City Hall Building

Alliant Energy	Gas Service Jan/Feb 2015	358.16
Central Iowa Distributing, Inc	Vacuum Cleaner	440.00
Central Iowa Distributing, Inc	Vacuum Cleaner Repairs	110.40
Central Iowa Distributing, Inc	Vacuum Cleaner Repairs	60.19
Genesis Development	Janitorial Services March 2015	200.00
Julius Dennis R.	Entrance Mats Services	29.40
MidAmerican Energy Company	Electric Service Feb/Mar 2015	357.88
Neuroth Kevin	Garbage Service March 2015	27.00
Steve's Window Svc	Window Cleaning Service 4/6/2015	37.00
Wede's Lock Service Joe	Front Door Repairs	55.00

City Hall Building

Department Total = 1,675.03

Tort Liability

Stille Pierce & Pertzborn	April 2015 Insurance Renewal	85,142.00
Stille Pierce & Pertzborn	April 2015 Property Renewal (OWP)	9,144.00
Stille Pierce & Pertzborn	April 2015 Property Renewal (Cottages)	1,551.00
Stille Pierce & Pertzborn	April 2015 Liquor Liab Renewal- Golf Course	1,095.85
Stille Pierce & Pertzborn	April 2015 Sp Event Liab Renewal	2,368.45
Stille Pierce & Pertzborn	April 2015 Cyber Liab Policy Renewal	3,695.08
Stille Pierce & Pertzborn	Comm GL & Liquor Liab 4/1/2015 to 4/1/2016 (OWP)	8,459.00
Stille Pierce & Pertzborn	Comm GL & Liquor Liab 4/1/2015 to 4/1/2016 (Cotta	1,628.00

Tort Liability

Department Total = 113,083.38

Other Policy & Administration

Buena Vista Stationery & Print Inc	Checks	79.92
Genesis Development	Confidential Shredding	8.26
Genesys Conferencing	Conference Call	55.68
Gov't Finance Officers Assoc	GFOA Dues 5/1/2015 to 4/30/2016- Member #300161	47.50
Qualified Presort Service, LLC	City Tidbits	736.31
Yarosevich Justin W	IDOT Regional Meeting- Cherokee- Yarosevich	10.35

Other Policy & Administration

Department Total = 938.02

Water Administration

Buena Vista Stationery & Print Inc	Envelopes	74.43
Buena Vista Stationery & Print Inc	Checks	79.92
Buena Vista Stationery & Print Inc	Meeting Tables	119.99
Color-ize Inc	Design/Layout of City Tidbits	11.55
Genesis Development	Janitorial Services March 2015	200.00
Gov't Finance Officers Assoc	GFOA Dues 5/1/2015 to 4/30/2016- Member #300161	47.50
Qualified Presort Service, LLC	Monthly Statements	397.87
Qualified Presort Service, LLC	ACH Statements	91.73
Qualified Presort Service, LLC	Final Bills	3.60
Springbrook Software, Inc	March 2015 Goodwill Credit for ACH Issues	-76.50
Springbrook Software, Inc	March 2015 Web Payments	123.75
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	631.85
Stille Pierce & Pertzborn	April 2015 Cyber Liab Policy Renewal	4,750.80
Yarosevich Justin W	IDOT Regional Meeting- Cherokee- Yarosevich	10.35

Water Administration

Department Total = 6,466.84

Water Plant

City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 04/07/15 To 04/20/15
User: tyler.gibbins

Alliant Energy	Gas Service Jan/Feb 2015	1,054.09
Buena Vista Stationery & Print Inc	Laminator & Supplies	170.97
Builders Sharpening & Service	Skidloader Line	126.90
CNH Industrial America LLC	Filters	22.98
Crescent Electric Supply Co	Returned Fuses	-19.90
Fastenal Company	Saw Blades	121.69
Fitzpatrick Auto Center	2015 Chevy Colorado Purchase	27,770.00
Foundation Analytical Laboratory Inc	March 2015 UCMR 3	216.00
Foundation Analytical Laboratory Inc	March 2015 Sodium	15.00
Foundation Analytical Laboratory Inc	March 2015 Coliforms	120.00
Foundation Analytical Laboratory Inc	March 2015 Chlorite	240.00
Foundation Analytical Laboratory Inc	March 2015 Nitrite	15.00
Foundation Analytical Laboratory Inc	March 2015 Fluoride	15.00
Foundation Analytical Laboratory Inc	March 2015 Metals	60.00
Hach Chemical Company	Lab Supplies	140.36
Hach Chemical Company	Lab Supplies	430.66
Hach Chemical Company	CL 17 Repairs	1,135.60
MidAmerican Energy Company	Electric Service Feb/Mar 2015	11,661.67
Middendorff Well Company, INC.	Well Abandonment- 630th Street	400.00
Mike's Electronics Inc	Filter Transducer	6,055.00
Mike's Electronics Inc	Filter Valves	160.00
Mike's Electronics Inc	Hypo Pump	110.00
Mississippi Lime Company	Lime	4,708.20
Mississippi Lime Company	Lime	4,609.40
Mississippi Lime Company	Lime	4,759.50
Mississippi Lime Company	Lime	4,702.50
Nasers Mitchell	Lime Hauling 2/25/2015 to 3/25/2015	2,100.00
Neuroth Kevin	Garbage Service March 2015	69.00
Neuroth Kevin	Special Pick Up	25.00
O'Reilly Auto Parts	Floor Mat Returned	-11.49
O'Reilly Auto Parts	Seat Covers & Floor Mats	158.94
Reinert Michael P	Oxygen	82.00
Sargent Drilling	Pay Estimate #5 of Well #20 through 3/31/2015	39,016.72
Star Energy, LLC	Fuel March 2015	155.43
Stille Pierce & Pertzborn	April 2015 Insurance Renewal	85,143.00
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	7,327.67
Storm Lake Ace Hardware Inc	Nozzle, Flashlight	62.97
Storm Lake Ace Hardware Inc	Flashlight	6.00
Storm Lake Ace Hardware Inc	Sink Parts	4.99
Storm Lake Ace Hardware Inc	Press Paint Supplies	176.16
Storm Lake Ace Hardware Inc	CL17 Piping	26.65
Storm Lake Ace Hardware Inc	Fluoride Analyzer	19.86
Storm Lake Ace Hardware Inc	Paint, Plumbing Parts	17.47
UPS Store The	CL-17 Shipping	42.78

Water Plant **Department Total =** 203,223.77

Water Distribution

Alliant Energy	Gas Service Jan/Feb 2015	153.25
Certified Testing Services, Inc	Concrete Testing	36.00
Chicago Central & Pacific	Easement Fee 5/1/2015 to 4/30/2015	100.00
Ferguson Enterprises Inc	Blades & Piping Parts	81.24
MidAmerican Energy Company	Electric Service Feb/Mar 2015	67.83
Star Energy, LLC	Fuel March 2015	326.42
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	2,843.25
Watco Industrial Flooring	Safety Edge	304.00

City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 04/07/15 To 04/20/15
User: tyler.gibbins

Water Distribution

Department Total = 3,911.99

Water Meters

Star Energy, LLC	Fuel March 2015	140.47
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	1,676.88

Water Meters

Department Total = 1,817.35

Wastewater Administration

Buena Vista Stationery & Print Inc	Envelopes	74.43
Buena Vista Stationery & Print Inc	Meeting Tables	119.99
Buena Vista Stationery & Print Inc	Checks	79.92
Genesis Development	Janitorial Services March 2015	200.00
Qualified Presort Service, LLC	ACH Final Bills	0.57
Qualified Presort Service, LLC	Final Bills	3.60
Qualified Presort Service, LLC	ACH Statements	91.73
Qualified Presort Service, LLC	Monthly Statements	397.87
Springbrook Software, Inc	March 2015 Goodwill Credit for ACH Issues	-76.50
Springbrook Software, Inc	March 2015 Web Payments	123.75
Stille Pierce & Pertzborn	April 2015 Cyber Liab Policy Renewal	4,750.80
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	630.00
Yarosevich Justin W	IDOT Regional Meeting- Cherokee- Yarosevich	10.35

Wastewater Administration

Department Total = 6,406.51

Wastewater Treatment Plant

Alliant Energy	Gas Service Jan/Feb 2015	608.97
Crescent Electric Supply Co	Lights	29.19
Electric Pump Inc	Pump Repairs	160.46
Electric Pump Inc	Mixer Repairs	629.75
Electric Pump Inc	Mixer Repairs	629.75
Electric Pump Inc	Mixer Repairs	779.10
Electric Pump Inc	Sensor Cable	767.98
Fastenal Company	Supplies	15.51
Fastenal Company	Supplies	11.83
Fastenal Company	Cylinders for Lift Stations	666.72
Gov't Finance Officers Assoc	GFOA Dues 5/1/2015 to 4/30/2016- Member #300161	47.50
Hach Chemical Company	WIMS Users	532.00
Industrial Chem Labs & Services	Degreaser	341.63
Industrial Chem Labs & Services	Degreaser	457.13
Iowa Office Supply Inc	Copier Maintenance Agreement	18.26
Meador Justin	Calibrate Miltronics	398.04
MidAmerican Energy Company	Electric Service Feb/Mar 2015	8,058.42
Neuroth Kevin	Garbage Service March 2015	62.75
Recycle Center Harold Rowley	Recycling	26.68
Recycle Center Harold Rowley	Recycling	12.88
Recycle Center Harold Rowley	Recycling	10.58
Recycle Center Harold Rowley	Recycling	11.96
Rehab Systems Inc.	Vac Lift Station 3/27/2015	1,375.00
Star Energy, LLC	Fuel March 2015	411.39
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	6,491.55
Stille Pierce & Pertzborn	April 2015 Insurance Renewal	85,143.00
Storm Lake Ace Hardware Inc	Door Handle & Keys	17.97
Storm Lake Ace Hardware Inc	Gasket & Pipe	45.98
Storm Lake Times The	2015 Subscription- Waste Water Plant	59.95
US Peroxide, LLC	Facility & Maintenance Service	750.00

City of Storm Lake
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Checks for Approval Report

From: 04/07/15 To 04/20/15
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USA Blue Book	Valve	56.21
USA Blue Book	Hydrant Supplies	620.27

Wastewater Treatment Plant	Department Total =	109,248.41
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Wastewater Collection

Gridor Construction, Inc	Pay Estimate #24 of Contract #5 through 3/27/2015	18,525.00
Gridor Construction, Inc	Pay Estimate #24 of Contract #5 through 3/27/2015	2,470.00
Gridor Construction, Inc	Pay Estimate #24 of Contract #5 through 3/27/2015	3,705.00
Havens & Havens	Legal Services March 2015- Land Acquisition	627.08
Star Energy, LLC	Fuel March 2015	168.15
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	2,822.84
Storm Lake Hydraulics Co Inc	Compressor O-Rings	1.85
Veenstra & Kimm, Inc	Construction Observation through 3/21/2015	90,619.58
Veenstra & Kimm, Inc	Construction Observation through 3/21/2015	12,082.61
Veenstra & Kimm, Inc	Construction Observation through 3/21/2015	18,123.92

Wastewater Collection	Department Total =	149,146.03
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Landfill

Buena Vista Stationery & Print Inc	Envelopes	74.42
Buena Vista Stationery & Print Inc	Checks	79.92
Color-ize Inc	Coupons for Tires & TVs	302.75
Qualified Presort Service, LLC	Final Bills	3.59
Qualified Presort Service, LLC	Monthly Statements	397.86
Qualified Presort Service, LLC	ACH Statements	91.72
Recycle Center Harold Rowley	4th Quarter Landfill Agreement	92,750.00
Springbrook Software, Inc	March 2015 Web Payments	123.75
Springbrook Software, Inc	March 2015 Goodwill Credit for ACH Issues	-76.50
Stille Pierce & Pertzborn	April 2015 Cyber Liab Policy Renewal	2,111.46
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	29.77

Landfill	Department Total =	95,888.74
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Storm Water Administration

Buena Vista Stationery & Print Inc	Envelopes	74.42
Buena Vista Stationery & Print Inc	Checks	79.92
Genesis Development	Janitorial Services March 2015	200.00
Qualified Presort Service, LLC	ACH Statements	91.73
Qualified Presort Service, LLC	Final Bills	3.59
Qualified Presort Service, LLC	Monthly Statements	397.86
Springbrook Software, Inc	March 2015 Goodwill Credit for ACH Issues	-76.50
Springbrook Software, Inc	March 2015 Web Payments	123.75
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	58.32
Stille Pierce & Pertzborn	April 2015 Cyber Liab Policy Renewal	2,111.46

Storm Water Administration	Department Total =	3,064.55
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Storm Water Collection

Fritcher Abstract Company, Inc.	Abstract of Gutz Property	1,035.00
Havens & Havens	Legal Services March 2015	1,050.00
Havens & Havens	Legal Services March 2015	548.34
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	1,195.03

Storm Water Collection	Department Total =	3,828.37
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City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 04/07/15 To 04/20/15
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Street Cleaning

Star Energy, LLC	Fuel March 2015	252.22
Stille Pierce & Pertzborn	14-15 Worker's Comp Audit	1,097.27

Street Cleaning	Department Total =	1,349.49
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Insurance

Auxiant - Claims Account	4/13/2015 Claims	6,489.46
Auxiant - Claims Account	4/6/2015 Claims	9,161.73
Auxiant - Flex Account	4/1/2015 Flex Claims	1,584.44
Auxiant - Flex Account	4/8/2015 Flex Claims	596.14

Insurance	Department Total =	17,831.77
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UNAVAILABLE

Johnson Kelly	March 2015 Punches & Discounts	370.34
Salus LLC	March 2015 Memberships (12)	240.00

UNAVAILABLE	Department Total =	610.34
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Vehicle Maintenance

Arnold Motor Supply, LLP	Supplies	17.81
Arnold Motor Supply, LLP	Filters	17.20
Arnold Motor Supply, LLP	Supplies	1.98
Arnold Motor Supply, LLP	Switch	20.46
Arnold Motor Supply, LLP	Supplies	6.29
Arnold Motor Supply, LLP	Oil Filters	19.91
Arnold Motor Supply, LLP	Supplies	34.47
Arnold Motor Supply, LLP	Oil Filters (14)	80.22
Arnold Motor Supply, LLP	Supplies	19.41
Electronic Engineering	LED Lights for P-8	1,593.32
Ferguson Enterprises Inc	Supplies	15.72

Vehicle Maintenance	Department Total =	1,826.79
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Technology

Environmental Systems Research Inst	ArcGIS for Desktop	3,900.00
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Technology	Department Total =	3,900.00
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Grand Total =	1,134,800.86
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King's Pointe Resort
Disbursements 4/1/2015 through 4/14/2015

Vendor Name	Description	Amount
Ace Hardware Inc. (2)	supplies	148.89
Ameripride Services (2)	supplies	986.39
Arnold Motor Supply	supplies	75.00
Booking.com	commission	298.20
BLI Lighting Specialists	supplies	286.00
Buena Vista Stationery	supplies	81.98
Bunkers Feed & Supply Inc.	supplies	184.26
City of Storm Lake	water	3,683.24
Color-ize (2)	supplies	390.80
Ferguson Enterprises, Inc.	supplies	382.03
First National Bank - Omaha (2)	credit card payments	1,696.33
Hy-Vee Food Stores (2)	food	735.70
Iowa Office Supply	supplies	4,938.93
J Dan Skinner.com	supplies	13.25
Kinseth Hotel Corporation (3)	payroll	86,075.88
Brian Oakleaf	reimbursement	624.00
Pepsi-Cola Bottling Co (2)	beverages	1,643.30
Pinnacle West, LLC	supplies	143.11
Powercard	supplies	750.00
Precision Dynamics Corp	supplies	540.85
Rent-All Inc.	rentals	285.00
Sceptre Hospitality Resources	supplies	2,562.07
Shoes for Crews	supplies	77.96
Sysco Guest Supply LLC (2)	supplies	3,907.19
Treasurer State of Iowa	sales tax	14,200.00
UPS (2)	shipping	231.10
US Foods (2)	food	24,851.38
Al's Liquor	beverages	491.22
Doll Distributing LLC	beverages	348.20
Johnson Brothers/ Iowa Wine & Bev	beverages	706.70
	Total	151,338.96

Sunrise Pointe Golf Course
Disbursements 4/1/2015 through 4/14/2015

Ace Hardware Inc. (2)	supplies	118.56
Colorize (2)	supplies	194.95
Kinseth Hotel Corporation (2)	payroll/mgmt fee	4,059.05
Mccrea Enterprises/Vista Paint	supplies	189.95
Pepsi-Cola Bottling	beverages	742.18
Storm Lake Times	advertising	430.19
US Foods Inc	food	479.81
	Totals	6,214.69

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, APRIL 6, 2015 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, Sara Huddleston, Mike Porsch, Bruce Engelmann and David Walker. Absent: None. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Infrastructure Superintendent Pat Kelly, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, Water Plant Superintendent Todd Allen, Finance Department Manager Jennifer Movall, and Justin Yarosevich City Clerk.

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

Hear the Public – None

Consent Agenda – Moved by Council Member Porsch to approve the consent agenda which included the list of bills, minutes from the March 16, 2015 council meeting, liquor license renewal for Mo's, and Tobacco Settlement Agreement with Brewster's. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

BVU Noise Variance – Moved by Council Member Engelmann to approve a noise variance for Buena Vista University on Saturday, May 9, 2015 between the hours of 7:00pm and 12:00am near Smith Hall on the campus. Seconded by Council Member Porsch. Vote: All ayes with Council Member Walker abstaining. Motion carried.

HWY 7 Water Main Project – Moved by Council Member Anderson to adopt Resolution No. 108-R-2014-2015 accepting and awarding the bid of GM Contracting, Inc., Lake Crystal, MN for the Highway 7 Water Main Project. Amount of bid \$318,221.96. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

GO Urban Renewal Refunding Bonds – Mayor Kruse opened the public hearing on the not to exceed \$4,000,000 General Obligation Urban Renewal Refunding Capital Loan Notes stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Engelmann to adopt Resolution No. 109-R-2014-2015 instituting proceedings to take additional action for the issuance of not to exceed \$4,000,000 General Obligation Urban Renewal Refunding Capital Loan Notes. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Disclosure Counsel Engagement Agreement – Moved by Council Member Huddleston to approve \$4,000,000 taxable annual appropriation general obligation urban renewal capital loan notes disclosure counsel engagement agreement. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

E. 10th Street Project – Moved by Council Member Walker to adopt Resolution No. 110-R-2014-2015 accepting and awarding the bid to Smith Concrete Service for the East 10th Street Reconstruction Project. Amount of bid \$589,325.20. Seconded by Council Member Engelman. Vote: All ayes. Motion carried.

Howard Road Paving Project – Moved by Council Member Walker to adopt Resolution No. 111-R-2014-2015 approving the contract with Smith Concrete Service for the Howard Road Paving Project. Contract amount \$166,319.85. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Property Acquisition – Moved by Council Member Walker to adopt Resolution No. 112-R-2014-2015 to hold hearing on the intent to acquire property for sanitary sewer improvements and authorize acquisition of the necessary property interests from various property owners for the Sanitary Sewer Mitigation Project by gift, negotiation or eminent domain. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

The Council then held a public hearing and there were no comments received.

Moved by Council Member Anderson to adopt Resolution No. 113-R-2014-2015 authorizing the acquisition of the necessary property interests from various property owners for the Sanitary Sewer Mitigation Project by gift, negotiation or eminent domain. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Bond Counsel Agreement – Moved by Council Member Walker to approve the Bond Counsel Agreement with Ahlers & Cooney, P.C. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Financial Services Contract – Moved by Council Member Porsch to approve a contract with Piper Jaffray for financial services in relationship to refinancing bond issues. Cost of agreement is a minimum fee of \$8,000 per issue with a maximum fee of \$15,000 per issue. Seconded by Council Member Engelman. Vote: All ayes. Motion carried.

North Central Storm Water Project – Moved by Council Member Huddleston to set Monday, April 16, 2015 for a public hearing on the plans, specifications and form of contract for the North Central Storm Water Project. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

RAGBRAI – Moved by Council Member Walker to pass on 1st reading Ordinance No. 06-O-2014-2015 establishing rules and regulations to assist City Officials and volunteers to deal with the infusion of up to 20,000 people for RAGBRAI on July 19th and July 20th. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Downtown Façade – Moved by Council Member Anderson to adopt Resolution No. 114-R-2014-2015 accepting and awarding the bid to Cornerstone Commercial Contractors of Corning, Iowa for the Downtown Façade Renovation Project. Amount of bid \$547,281.00. Seconded by Council Member Walker. Vote: All ayes. Motion

carried.

Michigan Street ROW Vacation – Moved by Council Member Walker to adopt Resolution No. 115-R-2014-2015 setting a public hearing for April 20, 2015 for the proposed vacation of a portion of the Michigan Street right-of-way. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

GO Urban Renewal Refunding Capital Loan Notes – Moved by Council Member Walker to adopt Resolution No. 116-R-2014-2015 directing the advertisement for sale of \$6,885,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A and approving electronic bidding procedures and official statement. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

FY 2016 Tax Levy – Moved by Council Member Porsch to approve an amendment to the Fiscal Year 2016 tax levy from \$13.60015 to \$13.60661 due to a change in the valuation from a settlement with Hy-Vee Stores. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Land Purchase Services Agreement – Motion to approve amending the Land Purchase Services agreement with Veenstra and Kimm for the Sanitary Sewer System Mitigation Project. Amendment cost is \$16,500 for the actual cost of appraisals in excess of \$20,000. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Construction Administration and Observation Services – Moved by Council Member Walker to approve an amendment to the agreement with Veensta & Kimm for Phase 2 – Final Design and Construction Administration for the Sanitary Sewer System Mitigation Project. Amendment cost is \$276,500. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Water Quality Initiative – Moved by Council Member Walker to approve the Iowa Department of Agriculture and Land Stewardship Water Quality Initiative Contract. City's commitment is up to \$80,000. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Moved by Council Member Walker to approve a professional services agreement with Bolton & Menk, Inc. to provide engineering services for the Storm Lake's Water Quality Initiative Grant Improvements. Cost of contract not to exceed \$28,000. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Study Session – Will Nelson presented a potential development for the new Storm Lake 3rd Addition.

Adjournment – Moved by Council Member Huddleston to adjourn the meeting at 6:28pm. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

Attest: Justin Yarosevich, City Clerk

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: FEBRUARY 20, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
LOYAL ORDER OF THE MOOSE LODGE
527 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:

	04-08-13 to 04-13-14	04-14-14 to 02-18-15
INCIDENTS		
Accident	0	1
Ambulance Call	1	1
Assault	1	0
Bar Check	1	0
Business Security	2	0
Citizens Assist	1	0
Insufficient Funds Checks	1	0
Keys Locked in Car	1	0
Pedestrian Stop	0	1
Station Assignment	0	2
Suspicious Vehicle	0	1
Theft	0	1
Vehicle Stop	0	2
ARRESTS	none	none

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: FEBRUARY 19, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
PUFF'S
1205 E LAKESHORE DR

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

	03-24-2013 to 03-30-2014	03-31-2014 to 02-17-2015
INCIDENT		
Arrest	1	0
Assault	0	1
Bar Check	190	164
Business Assist	1	0
Business Security	138	124
Citizens Assit	1	2
Citizens Complaint	1	0
Disturbance	0	1
Drivers License Check	0	1
Found Property	1	0
Hit and Run Property Damage	1	1
Intoxicated Driver	0	1
Intoxicated Pedestrian	2	7
Keys Locked In Car	3	3
Law Department Assist	1	0
Motorist Assist	3	0
Pedestrian Stop	1	1
PR/Talk/Presentation	2	1
Registration Check	0	2
Street Beat	4	1
Suspicious Person	0	1
Suspicious Vehicle	2	0
Vehicle Stop	13	1
Wants/Warrants Check	1	0

ARRESTS

Disorderly Conduct	0	2
Possess Alcohol As A Minor	2	0
Public Intoxication	3	6
Trespass	0	1

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: FEBRUARY 19, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
RESTAURANTE LA ORIGINAL
516 W MILWAUKEE AVE

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

2-17-2014 to
2-17-2015

INCIDENTS

Burglary to Vehicle	1
Business Assist	
Business Security	19
Citizen Assist	2
Drug Investigation	2
Fight	1
Harassment	1
Interpretation	2
Keys Locked In Car	1
Pedestrian Stop	1
PR/Talk/Presentation	1
Station Assignment	2
Street Beat	6
Suspicious Vehicle	1
Vehicle Stop	2

ARRESTS

none

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: FEBRUARY 20, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
WAL-MART
1831 N LAKE AVE

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

	04-08-13 to 04-13-2014	04-14-2014 to 02-18-2015
INCIDENTS		
9-1-1 Hang-up	14	5
Abandoned Vehicle	1	1
Accident	10	10
Ambulance Assist	6	3
Animal Complaint	8	9
Burglary	1	0
Burglary to Vehicle	0	1
Business Assist	20	27
Business Escort	1	1
Business Security	232	180
Child Abuse	2	2
Citizen Assist	4	9
Citizen Complaint	1	0
City/County Department Assist	1	1
Civil Standby	1	1
Criminal Mischief	2	1
Disturbance/Loud Noise/Party	1	2
Drivers License Check	1	0
Drug Investigation	3	3
Execute Search Warrant	1	0
Fight	1	0
Forgery	2	3
Found Property	3	3
Juvenile Problem	0	1
General Information	3	0

Gun Call	2	0
Harassment	8	2
Hit and Run	4	7
Interpretation	3	0
Intoxicated Driver	2	1
Intoxicated Pedestrian	0	1
Keys Locked In Car	71	60
Law Department Assist	5	2
Lost Child	0	2
Lost Property	5	6
Motorist Assist	5	13
Parking Complaint	0	4
Pedestrian Stop	0	1
PR/Talk/Presentation	7	6
Reckless Driver	3	2
Recovered Stolen Property	0	1
Registration Check	1	0
Salvation Army Assist	0	1
Scam	1	0
Station Assignment	50	44
Street Beat	192	229
Subpoena Service	0	3
Suspicious Activity	3	2
Suspicious Person	3	6
Suspicious Vehicle	3	2
Theft	68	67
Trespass	9	2
Vehicle Search	2	0
Vehicle Stop	56	56
Wants/Warrants Check	0	1
Warrant Service	2	1
Welfare Check	8	3

ARRESTS

Aiding and Abetting	2	1
Assault	1	0
Contributing to Delinquency Penalty	0	1
Disorderly Conduct	2	1
Fail to Affix Drug Tax Stamp	1	0
Habitual Violator	0	1
Harassment	2	0
Interference With Official Acts	1	1
Possession of Controlled Substance	5	0

Possession Drug Paraphernalia	3	0
Possession of Precursors	2	0
Possession of Stolen Property	2	0
Public Intoxication	1	3
On-going Criminal Conduct	1	0
Operating While Intoxicated	1	1
Removal of Theft Detection Device	0	2
Selling Alcohol to Minor	1	0
Theft	35	43
Trespass	3	2
Truancy	0	2
Warrant Service	1	1

Recommendation: Approval of liquor license.

Staff Summary

4/20/2015

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: Sue Vossberg, Deputy 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:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$1,134,800.86	\$297,511.99	\$118,831.01	40	\$94,982.91	32	\$83,698.07	28
King's Pointe	\$151,338.96	\$50,439.08	\$10,927.79	22			\$39,511.29	78
Golf Course	\$6,214.69	\$2,155.64	\$933.65	43			\$1,221.99	57

RECOMMENDATION: Review Buy Local Information

Staff Summary

4/20/2015

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Easement Approvals**

BACKGROUND: As the City continues to move forward with the North Central Storm Water Project there are a few more easements to wrap up with the project. Approval of the consent agenda will approve the following easements:

Temporary and Permanent Easement with B.T. Investments. This easement will provide the City's contractor access to the land for the disposal and hauling of excess dirt from the project. In addition the easement includes a permanent easement of 15 feet on the East property line for a future non-motorized trail should the City desire in the future to extend a trail through this area. The easement includes compensation to the owner of \$2,000 for crop damages during construction.

Temporary easement to Corey LLC. This is a temporary easement for a haul road for hauling excess dirt to the waste site. The easement provides for crop damages and coverage for restoration of the ground by the farmer at the end of the easement. The City will compensate the owner \$300.00 for this easement.

Permanent Easement with Maribeth Phillips for a 15 foot area on her property which will be part of a rain garden constructed as part of the project. The majority of the rain garden is on City ROW but a small amount of land was needed. Cost of this permanent easement is \$1.00.

FISCAL IMPACT: Total cost of all the easement is a cost of \$2,301 to the North Central Storm Water Project.

RECOMMENDATION: Approve the Consent Agenda

ATTACHMENTS:

Description		Type
	Easement - Corey LLC	Backup Material
	Easement - BT Investments	Backup Material
	Easement - Maribeth Phillips	Backup Material

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

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

EASEMENT AGREEMENT

This Easement Agreement is made and entered into this _____ day of _____, 2015, by and between Corey LLC, an Iowa Limited Liability Company, hereinafter referred to as Grantor, and the City of Storm Lake, Iowa, an Iowa municipal corporation, hereinafter referred to as Grantee.

SECTION 1. Temporary Easement. In consideration of the sum of Three Hundred Dollars (\$300.00), the Grantee's construction of certain public utility improvements, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a temporary easement for the purpose of constructing and using for access a temporary dirt access road in, through, under, across and on the real estate in Buena Vista County, Iowa described under the heading, "TEMPORARY CONSTRUCTION AND ACCESS EASEMENT" on the Easement Exhibit attached as Exhibit 1 and as depicted thereon. The real estate subject to this temporary easement is referred to below as the Temporary Easement Area. The access road to be constructed and used shall be a dirt road. The temporary access road and the Temporary Easement Area may be used by the Grantee's employees, agents, contractors, and subcontractors who are working or will work on the Grantee's North Central Storm Water Project (the "Project") for vehicular or pedestrian passage over, across and on the Temporary Easement Area between East 13th Street in Storm Lake, Iowa and real estate legally describe as Lot 7, Block 1, Geisinger's Commercial Second Addition, except the South 550' of Lot 7, Storm Lake, Buena Vista County, Iowa. Equipment and materials used or to be used in the Project, may be stored on the Temporary Easement Area.

SECTION 2. Term. The Grantee's rights under this Easement Agreement shall terminate on March 30, 2016 or upon Grantee acceptance of the completed North Central Storm Water project, whichever is earlier.

SECTION 3. Rights of Grantor and Limits Thereon. Grantor reserves the right to use and enjoy the Temporary Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. However, Grantor shall not have the right to locate any building or any surface installation on any part of the Temporary Easement Area or to fence the whole or any part thereof during the term of Grantee's rights under this Easement Agreement.

SECTION 4. Crop Damages. Grantor understands that crops planted on the Temporary Easement Area may be damaged or destroyed by Grantee in the exercise of Grantee's rights under this Easement Agreement, although Grantee shall attempt to minimize such damage or destruction. Grantor further understands and agrees that the consideration paid for this easement includes full compensation for all damages sustained by Grantor as a result of such damage or destruction. Grantor shall not be entitled to further compensation for crop loss resulting from crop damage or destruction by Grantee in the exercise of its rights under this Easement Agreement.

SECTION 6. Treatment and Restoration of Surface. Grantee shall not be required to restore the surface of the Temporary Easement Area and shall not be required to pay for the restoration thereof.

SECTION 7. Indemnification. Grantee shall at all times indemnify, defend, protect and hold Grantor harmless from and against any and all loss, damage, claims, or liabilities whatsoever, including third party claims, relating to or arising out of this Agreement, the construction of the access road or the use of the Temporary Easement Area by the Grantee, or its employees, agents, contractors, and subcontractors who are working or will work on the Grantee's North Central Storm Water Project before the termination or expiration of this Agreement. This indemnification requirement shall survive the termination or expiration of this Agreement.

SECTION 8. Warranty of Title. Grantor covenants that Grantor is the owner of the Temporary Easement Area, and has the right, title and capacity to grant said premises.

SECTION 9. Effect of Agreement. This Agreement shall be binding upon the heirs, legal representatives, successors or assigns of the parties hereto.

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

GRANTEE:

CITY OF STORM LAKE, IOWA

By: _____
Jon Kruse, Mayor

GRANTOR:

COREY LLC

By: _____
Harry P. Schaller, Manager

ATTEST:

Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the 17 day of March, 2015, by
Harry P. Schaller, as Manager of Corey LLC.



Debra D. Galvin
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2015, by
Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk, respectively, of the City of Storm
Lake, Iowa.

Notary Public in and for the State of Iowa

PARCEL #
1034226001

LOT 7

LOT 4

PROPRIETOR:
COREY LLC

PARCEL #
1034276001

PARCEL #
1034252001

EAST 13TH STREET

NORTH SENECA STREET

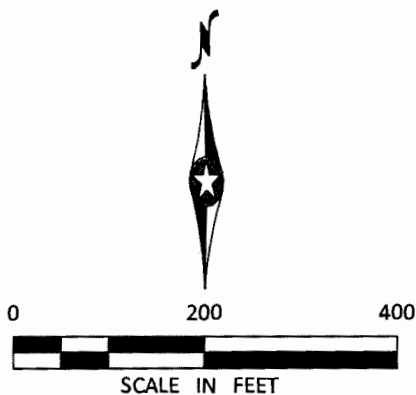
ONEIDA STREET

EAST 12TH STREET

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

THE WEST 50 FEET OF THE NORTH 600 FEET OF THE SOUTH 1060 FEET
OF THE SE 1/4 - NE 1/4 OF SECTION 34-91-37, BUENA VISTA COUNTY, IOWA.

PROPRIETOR
COREY LLC.



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EASEMENT EXHIBIT
STORM LAKE

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

1900 NORTH GRAND AVE, P.O. BOX 275
SPENCER, IOWA 51301
(712)-580-5075

THE WEST 50 FEET OF THE NORTH 600 FEET
OF THE SOUTH 1060 FEET OF THE
SE 1/4 - NE 1/4 OF SECTION 34-91-37,
BUENA VISTA COUNTY, IA

FOR: CITY OF STORM LAKE, IOWA

FIELD BOOK:

DRAWN BY: MKC

JOB NUMBER: P11.106745

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

AGREEMENT REGARDING LOT SEVEN, EXCEPT THE SOUTH FIVE HUNDRED FIFTY FEET THEREOF, IN THE REPLAT OF LOTS FOUR AND SEVEN, BLOCK ONE, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA

This is an agreement (the "Agreement") between B.T. Investments, L.C., an Iowa limited liability company (the "Company") and the City of Storm Lake, Iowa, an Iowa municipal corporation (the "City").

Recitals

The Company is the owner of real estate in Buena Vista County, Iowa described as:

Lot Seven (7), except the South Five Hundred Fifty Feet (S. 550') thereof, in the Replat Of Lots Four (4) and Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa,

(the "Real Estate").

The Real Estate is essentially a deep gully or ditch relative to the surrounding land. The City needs an area on which to deposit dirt removed from other areas in making improvements that are part of the City's North Central Storm Water Project. The Company desires to have soil and dirt deposited on the Real Estate to reduce the size of the gully or ditch and to have trees removed from the Real Estate so that the Real Estate is more usable for the Company's purposes. The City would like to place dirt on the Real Estate and is willing to remove the number of trees it deems necessary so that it has space on which to deposit the dirt.

The City also desires to acquire a permanent easement on the east fifteen feet of the Real Estate for the purpose of constructing and maintaining a hard surface trail for public use. The Company is willing to convey such an easement to the City for such purpose, pursuant to the terms and conditions of this Agreement. Finally, the City needs a temporary construction and access easement over all of the Real Estate during the period in which the City is engaged in its North Central Storm Water Project. The Company is willing to convey such a temporary easement to the City, pursuant to the terms and conditions of this Agreement.

Terms of Agreement

Now, therefore, in consideration of the mutual promises, assurances, and covenants contained in this Agreement, the Company and the City agree as follows:

Section 1. Grant of Rights to Remove Trees and Deposit Soil. City, its employees, agents, and contractors, may remove trees from the Real Estate and deposit soil and dirt on the Real Estate in accordance with the terms of this Agreement and shall have access to all of the Real Estate for such purposes from the date on which all parties shall have signed this Agreement until the termination of the Temporary Construction and Access Easement as set forth in Section 3(b) below. The City may use all machinery and equipment on the Real Estate reasonably necessary for moving dirt and soil and removing trees. The Company shall not use the Real Estate in any way that will interfere with City's removal of trees from the Real Estate or disposal of dirt and soil on the Real Estate. During the period in which City's rights under this Section 1 exist, the Company shall not plant any new trees on the Real Estate without first obtaining written permission from the City to do so.

Section 2. Additional Terms Regarding Section 1 Rights. In depositing soil and dirt on the Real Estate, the City, its employees, agents, and contractors may, but shall not be required to, fill the Real Estate to a point where the surface of the Real Estate, after the settling of the soil and dirt, is approximately level with surrounding land. After such point is reached, the City may, but is not required to, deposit additional soil and dirt (the "Additional Dirt") on the Real Estate in a pile or piles and shall not spread or level that pile or those piles of Additional Dirt across the Real Estate. The dirt and soil disposed of on the Real Estate shall be excess dirt and soil from the City's North Central Storm Water Project. The City does not guarantee or warrant the quality of dirt or soil placed on the Real Estate, but the City will make reasonable efforts to provide a top layer of soil (at the point where the deposited soil is approximately level with the presently surrounding land and beneath the pile or piles of Additional Dirt) more suitable for growing and sustaining vegetation than lower layers of dirt, provided that such higher quality soil is available. The City, at City's expense, shall remove the trees from the Real Estate that the City deems necessary to accommodate the placement of dirt on the Real Estate. The City shall not owe the Company any compensation for the removal of the trees. The parties intend that the soil and dirt

deposited by the City on the Real Estate shall remain there indefinitely, and City, therefore, shall not be obligated to remove the soil and dirt so deposited on the Real Estate at any time. The City shall not be responsible for grading, contouring, or landscaping the Real Estate after the dirt and soil are deposited on the Real Estate. The City shall not owe the Company any compensation for leaving the soil and dirt on the Real Estate except for the consideration set forth in this Agreement. The Company shall not be required to furnish any consideration to the City for such soil or dirt deposited or for the removal of trees, except as provided in this Agreement.

Section 3. Grant of Permanent and Temporary Easements. The Company hereby sells, grants, transfers and conveys unto the City, its successors and assigns, each easement described in paragraphs (a) and (b) below:

(a) A Temporary Construction and Access Easement in, through, across, under, and on that part of the Real Estate in Buena Vista County, Iowa described under the heading, “TEMPORARY CONSTRUCTION AND ACCESS EASEMENT” on the attached Easement Exhibit and as depicted thereon (hereinafter called the Temporary Construction Easement Area) for the purpose of hauling, transporting and storing materials, supplies, machinery and equipment and access to areas of construction on adjacent parcels during the City’s North Central Storm Water Project. The Temporary Construction and Access Easement shall be valid for the period of time commencing with the date on which all parties have signed this Agreement and ending on the date that the City completes the City’s North Central Storm Water Project.

(b) A Permanent Trail Easement in, through, across, under, and on the real estate in Buena Vista County, Iowa described under the heading, “PERMANENT TRAIL EASEMENT” on the attached Easement Exhibit and as depicted thereon (hereinafter called the “Permanent Trail Easement Area”) for the purpose of laying, constructing, operating, inspecting, repairing, restoring, maintaining, replacing, substituting, relocating and removing a hard surface trail to be used by the public to pass over on foot or by non-motorized, human-propelled vehicles. The City shall maintain such trail so that it remains in a safe and good condition. The City shall have and retain sole authority to prescribe rules and regulations applicable to the use of such trail by members of the public, provided that such rules and regulations are consistent with the purpose of the Permanent Trail Easement set forth above.

Section 4. Additional Terms of Easements. All of the following covenants, terms and conditions shall be a part of and included within the Easements described in Section 3 above unless specified otherwise herein:

(a) The Easements granted by the Company to the City may be assigned, conveyed or leased by the City, in whole or in part, to any other public or private entity for one or more of the purposes set forth in Section 3 above, without notice or additional compensation to the Owners.

(b) After any future maintenance performed on the hard surface trail when the City has finished disposing of dirt and soil on the Real Estate pursuant to Sections 1 and 2 above, the

City, at its expense, shall restore the Permanent Trail Easement Area to substantially the same condition as immediately prior to such maintenance, which shall include the restoration of lawns by sodding or seeding if the surface disturbed by the maintenance had an established lawn before the maintenance; replacement or repair of the damaged portion of any concrete or asphalt driveways removed for grading or access purposes; and replacement of any fences or other structures removed or damaged by the City during the course of such maintenance. It is understood that the consideration set forth in this Agreement shall constitute full and adequate compensation for damages to the above listed items.

(c) The Company shall not build or place any buildings, structures or other permanent improvements upon the Permanent Trail Easement Area at any time in the future, or upon the Temporary Construction Easement Area for the duration of the Temporary Construction and Access Easement. If such improvements are constructed or placed in violation of this Agreement by or on behalf of the Company, the City, its successors and assigns, shall not be responsible for any damages resulting thereto from the construction, reconstruction, maintenance, operation, or repair of the hard surface trail located within the Permanent Trail Easement Area. The City, its successors and assigns shall have the right to clear and remove any obstructions from the Permanent Trail Easement Area at any time, and from the Temporary Construction and Access Easement Area for the duration of the Temporary Construction and Access Easement. The Company shall not change the grade, elevation or contour of any part of the Permanent Trail Easement Area or Temporary Construction Easement Area without the prior written approval of the City.

(d) The Company hereby covenants with the City and represents to the City that the Company owns the Real Estate in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. The Company covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated. The Company further relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement and these Easements.

(e) The Permanent Trail Easement granted herein constitutes a perpetual, irrevocable covenant running with the land for the benefit of the City, its successors and assigns, and may not be revoked or rescinded by the Owners, their successors or assigns, for any reason.

(f) The City shall pay the Company \$2,000.00 upon the execution of this Agreement by both parties for crop damage that may be caused by the City, its employees, agents, contractors, and assigns or by members of the public while using the Temporary Construction and Access Easement or the Permanent Trail Easement as permitted and authorized under this Agreement. The City otherwise shall not be liable for future crop damage on any of the Real Estate subject to the easements granted herein caused by the City, its employees, agents, contractors, and assigns or by members of the public while using the Temporary Construction and Access Easement or the Permanent Trail Easement as permitted and authorized under this Agreement.

Section 5. **Release of Liability Against City Except for Negligent Acts; and Indemnification by City for Negligent Acts.** The Company hereby releases the City, its employees, agents, contractors, and assigns from liability and relinquish any claim for damages to the Real Estate arising out of the exercise of the City's rights under this Agreement, except such damages as may be caused by the negligent acts or omissions of the City, its agents, contractors or employees. The City shall indemnify and hold harmless the Company, its successors and assigns from and against all liability, loss and expense occasioned by the negligence of the City or its agents, contractors, employees or assigns in the exercise of the City's rights under this Agreement.

Section 6. **Successors Bound.** This Agreement shall bind and inure to the benefit of the assigns, personal representatives, and successors in interest of the parties.

Section 7. **City Council Approval Required.** This Agreement is subject to and conditioned upon the final approval of the City Council of the City, and shall be void if not so approved.

Date: 2-10-15

B.T. INVESTMENTS, L.C.

By: William L. Fitzpatrick, Manager
William L. Fitzpatrick, Manager

By: Thomas W. Fitzpatrick, Manager
Thomas W. Fitzpatrick, Manager

Date: _____

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the 10th day of February, 2015,
by William L. Fitzpatrick and Thomas W. Fitzpatrick, as Managers of B.T. Investments, L.C.



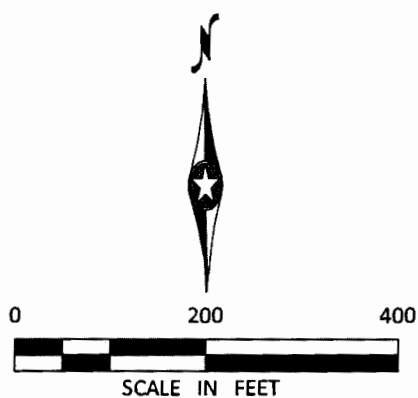
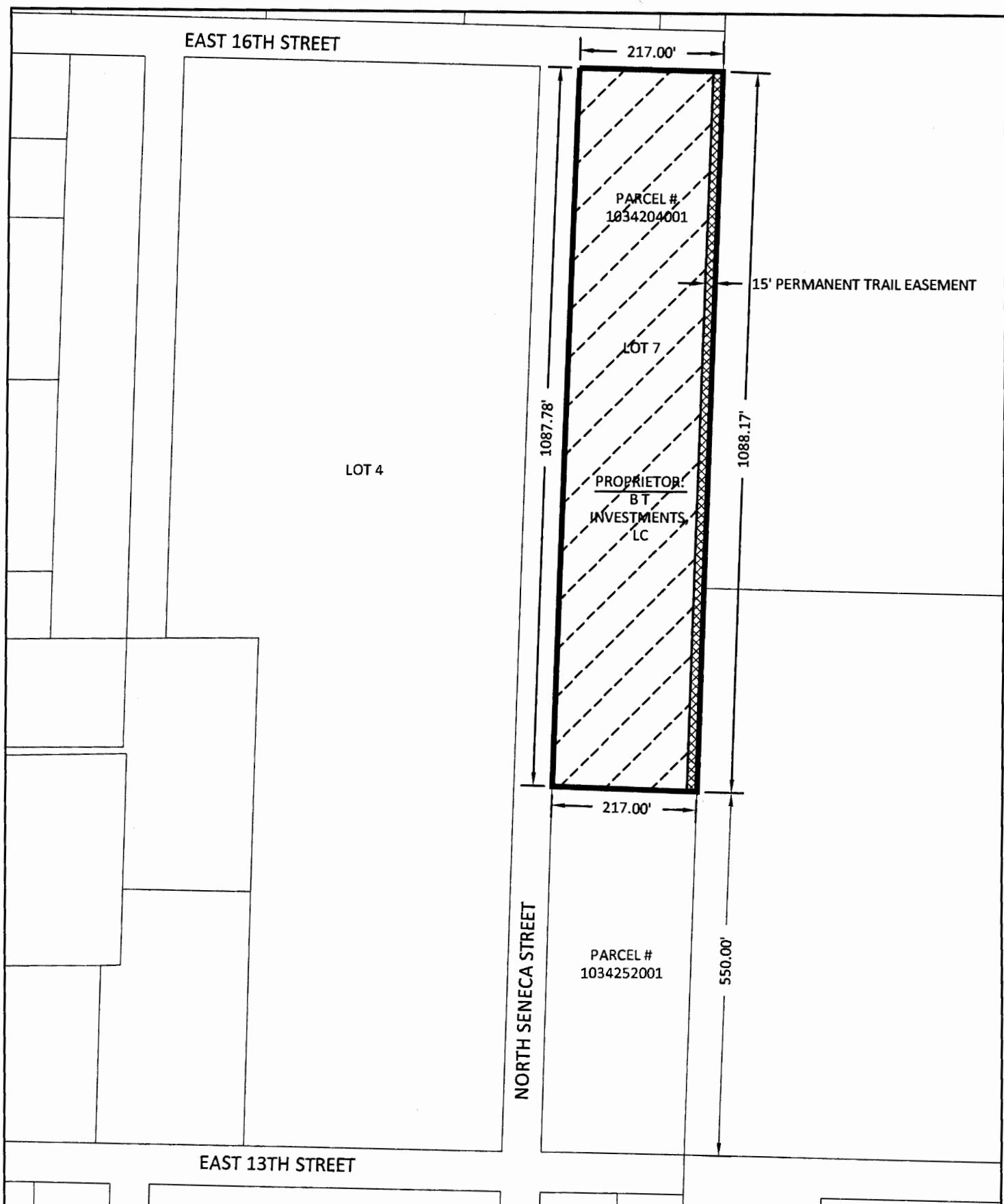
Notary Public in and for the State of Iowa



STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2015,
by Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa



TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

LOT 7, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION,
EXCEPT SOUTH 550' LOT 7, BUENA VISTA COUNTY, IOWA.

PERMANENT TRAIL EASEMENT

THE EAST 15 FEET OF LOT 7, BLOCK 1, GEISINGER'S COMMERCIAL SECOND
ADDITION, EXCEPT SOUTH 550' LOT 7, BUENA VISTA COUNTY, IOWA.

PROPRIETOR
B T INVESTMENTS LC. WARRANTY DEED, DATED NOVEMBER 4, 2011.
AS RECORDED IN FEE BOOK 113121 ON NOVEMBER 10, 2011.
BUENA VISTA COUNTY, IOWA

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EASEMENT EXHIBIT
STORM LAKE

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

1900 NORTH GRAND AVE, P.O. BOX 275
SPENCER, IOWA 51301
(712)-580-5075

LOT 7, BLOCK 1
GEISINGER'S COMMERCIAL SECOND ADDITION
EXCEPT SOUTH 550' LOT 7
BUENA VISTA COUNTY, IOWA

FOR: CITY OF STORM LAKE, IOWA

FIELD BOOK:

DRAWN BY: MKC

8

JOB NUMBER: P11.106745

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

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

EASEMENT AGREEMENT

This Easement Agreement is made and entered into this _____ day of _____, 2014, by and between Maribeth G. Phillips, single, hereinafter referred to as Grantor, and the City of Storm Lake, Iowa, an Iowa municipal corporation, hereinafter referred to as Grantee.

SECTION I.

PERMANENT EASEMENT

In consideration of the sum of one dollar (\$1.00), the Grantee's construction of certain public utility improvements, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a drainage easement for the purpose of laying, constructing, operating, inspecting, repairing, restoring, maintaining, replacing, substituting, relocating and removing a storm water surface waterway and collection facility, a storm water surface intake, and an underground storm sewer pipeline for the collection of storm water and for the transportation of storm water in, through, across, under, and on the real estate in Buena Vista County, Iowa described under the heading,

“PERMANENT STORM SEWER AND SURFACE WATER EASEMENT” on the attached Easement Exhibit and as depicted thereon. The real estate subject to the permanent easement is referred to below as the Permanent Easement Area.

SECTION II.

TERM

The rights granted in this Easement Agreement shall be possessed and enjoyed by Grantee, its successors and assigns so long as the storm water surface waterway and collection facility, storm water surface intake, or storm sewer pipeline constructed pursuant hereto shall be maintained and operated by Grantee, its successors or assigns.

SECTION III

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the rights of ingress and egress to and from the Permanent Easement Area for any purpose necessary to the exercise by Grantee of the rights granted herein.

SECTION IV.

RIGHTS OF GRANTOR

Grantor reserves the right to use and enjoy the Permanent Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. However, Grantor shall not have the right to locate any building or any surface installation on any part of the Permanent Easement Area or to fence the whole or any part thereof.

SECTION V.

STORM SEWER PIPELINE DEPTH; TREATMENT AND RESTORATION OF SURFACE

Grantee agrees to bury its storm sewer pipeline to a depth sufficient to avoid any interference

with the normal uses which Grantor might make of Grantor's property. Grantee further agrees to remove the topsoil from the Permanent Easement Area separately from the other materials removed by Grantee in the construction of the storm sewer pipeline and to replace said topsoil in the Permanent Easement Area upon completion of said storm sewer pipeline. Grantee shall leave the Permanent Easement Area free of any piles of dirt and shall plant and grow native vegetation in the Permanent Easement Area except in the location of the storm water intake. If and when the storm water improvements are no longer used or maintained by Grantee, Grantee shall restore the Permanent Easement Area as near to its condition immediately before the construction and installation of the storm water improvements as may be possible.

SECTION VI.

WARRANTY OF TITLE

Grantor covenants that Grantor is the owner of Permanent Easement Area and has the right, title and capacity to grant said premises.

SECTION VII.

EFFECT OF AGREEMENT

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

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

Maribeth G. Phillips
Maribeth G. Phillips

By: _____
Jon F. Kruse, Mayor

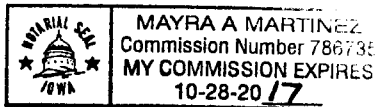
ATTEST:

Justin Yarosevich, City Clerk

STATE OF Iowa, COUNTY OF Buena Vista

This record was acknowledged before me on the 17th day of April, 2014⁵, by

Maribeth G. Phillips, a single person.



Mayra Martinez
Notary Public in and for said State

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2014, by

Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa.

Notary Public in and for the State Of Iowa

Staff Summary

4/20/2015

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: Sue Vossberg, Deputy Clerk

SUBJECT: **SHIELD Safety Director Presentation**

BACKGROUND: Mike Raner, the SHIELD Safety Director, will be present to update the City Council on the safety program and the City's Experience Mod Factor.

FISCAL IMPACT: None

RECOMMENDATION: Hear the presentation.

Staff Summary

4/20/2015

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 117-R-2014-2015 Approving The Contract For East 10th Street Reconstruction From Seneca Street To Russell Street**

BACKGROUND: This agenda item will approve the contract for the East 10th Street project with Smith Concrete.

This project will be a 7" PCC pavement with a 3" modified subbase and 6" perforated subdrains on both sides. The project will be constructed in one phase instead of three. Accommodations will be made to insure residents can access their homes.

The project will place a new intersection on Seneca, both legs of Oneida, Lincoln Road and Maywood Drive. The project will stop short of Russell Street. Russell and 10th Street is scheduled to be constructed with pervious pavers in the North Central Storm Water Project.

The project was bid on March 17, 2015 through the Iowa DOT with Smith Concrete Service as the lowest bidder at \$589,325.20, the bid is \$16,074.80 under the engineer's estimate.

FISCAL IMPACT:

- Engineering - \$89,980.00
- Construction - \$589,325.20
- Legal/Admin - \$5,000.00
- Contingency - \$50,000.00

Total Cost of Project - \$734,305.20

Project funded by the following sources:

STP Grant	\$244,000
Road Use Tax FY 2015	\$126,000
Franchise Fees FY 2015	\$67,000

Water Funds	\$23,000 (installation
of lines)	
Franchise Fees FY 2016	\$75,000
Road Use Tax FY 2016	\$50,000
Local Option Sales Tax FY 2016	\$190,900.00

Total funding is \$775,900.00

RECOMMENDATION: Approve Resolution No. 117-R-2014-2015

ATTACHMENTS:

Description	Type
 Resolution No. 117-R-2014-2015	Resolution
 Contract	Contract

RESOLUTION NO. 117-R-2014-2015

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as East 10th Street Construction and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	Smith Concrete Service, Inc., Storm Lake, Iowa
Date of Contract:	April 20, 2015
Bond Surety:	Granite Re, Inc.
Date of Bond:	April 3, 2015
Portion of Project:	All

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

CONTRACT

FA96 (Form 650019)
05-13

Letting Date: March 17, 2015 Contract ID: 11-7422-614-A Bid Order No.: 101
County: BUENA VISTA Project Engineer: BOLTON & MENK, INC.
Cost Center: 849300 Object Code: 890 DBE Commitment: \$19,909.40
Contract Work Type: PCC PAVEMENT - REPLACE

This agreement made and entered by and between the CITY OF STORM LAKE CONTRACTING AUTHORITY,
AND
SMITH CONCRETE SERVICE, INC. OF STORM LAKE, IA, (SM005), CONTRACTOR

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 03/12/2015.

PROJECT: STP-U-7422(614)--70-11 COUNTY: BUENA VISTA
WORK TYPE: PCC PAVEMENT - REPLACE ACCOUNTING ID: 32399
ROUTE: EAST 10TH STREET LENGTH (MILES): 0.31
LOCATION: 10TH ST. E IN THE CITY OF STORM LAKESENCA ST TO JUST SOUTH O
F RUSSELL ST. INTERSECTION
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2012
of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and
addendums: FHWA-1273.05, GS-12005, IA15-1.0

Contractor, for and in considerations of \$589,325.20 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.

By Jerry A Smith (Smith Concrete)
Contractor

Contractor (if joint venture)

By _____
Contracting Authority

Contract Award Date

Iowa DOT Concurrence

For Local Agency Contracts

Concurrence Date

Letting Date: March 17, 2015 Contract ID: 11-7422-614-A Bid Order No. : 101

It is further understood and agreed that the above work shall be commenced or completed in accordance with the following schedule:

SITE NUMBER	CONTRACT PERIOD /SITE DESCRIPTION	LIQUIDATED DAMAGES
	CONTRACT LATE START DATE 07/27/2015 55 WORKING DAYS	\$1,200.00

CONTRACT NOTES

CONTRACT SCHEDULE OF PRICES

Page: 2

Vendor No.: SM005
 Contract ID No.: 11-7422-614-A
 Primary Work Type: PCC PAVEMENT - REPLACE
 Primary County: BUENA VISTA

Bid Order No.: 101
 Letting Date: March 17, 2015
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars Cts	Bid Amount Dollars Cts
SECTION 0001 ROADWAY ITEMS				
0010	2102-2713070 EXCAVATION, CLASS 13, ROADWAY AND BORROW	1,931.000 CY	12.00000	23,172.00
0020	2105-8425005 TOPSOIL, FURNISH AND SPREAD	2,200.000 CY	20.00000	44,000.00
0030	2115-0100000 MODIFIED SUBBASE	1,124.000 CY	37.50000	42,150.00
0040	2301-1033070 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 7 IN.	5,724.000 SY	38.00000	217,512.00
0050	2416-0100015 APRONS, CONCRETE, 15 IN. DIA.	1.000 EACH	2,125.00000	2,125.00
0060	2435-0140148 MANHOLE, STORM SEWER, SW-401, 48 IN.	1.000 EACH	4,625.00000	4,625.00
0070	2435-0250100 INTAKE, SW-501	10.000 EACH	3,750.00000	37,500.00
0080	2435-0600010 MANHOLE ADJUSTMENT, MINOR	4.000 EACH	200.00000	800.00
0090	2435-0600020 MANHOLE ADJUSTMENT, MAJOR	2.000 EACH	3,175.00000	6,350.00
0100	2502-4388050 INTAKE, STANDPIPE, AS PER PLAN	2.000 EACH	825.00000	1,650.00

CONTRACT SCHEDULE OF PRICES

Page: 3

Vendor No.: SM005
 Contract ID No.: 11-7422-614-A
 Primary Work Type: PCC PAVEMENT - REPLACE
 Primary County: BUENA VISTA

Bid Order No.: 101
 Letting Date: March 17, 2015
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0110	2502-8212206 SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.	2,728.000 LF	15.90000		43,375.20	
0120	2502-8220193 SUBDRAIN OUTLET (RF-19C)	5.000 EACH	385.00000		1,925.00	
0130	2503-0114215 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	307.000 LF	79.00000		24,253.00	
0140	2503-0200036 REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	109.000 LF	17.00000		1,853.00	
0150	2510-6745850 REMOVAL OF PAVEMENT	5,724.000 SY	7.00000		40,068.00	
0160	2510-6750600 REMOVAL OF INTAKES AND UTILITY ACCESSES	3.000 EACH	650.00000		1,950.00	
0170	2511-6745900 REMOVAL OF SIDEWALK	84.000 SY	14.00000		1,176.00	
0180	2511-7526006 SIDEWALK, P. C. CONCRETE, 6 IN.	84.000 SY	42.00000		3,528.00	
0190	2511-7528101 DETECTABLE WARNINGS	64.000 SF	42.00000		2,688.00	
0200	2515-2475006 DRIVEWAY, P. C. CONCRETE, 6 IN.	253.000 SY	42.00000		10,626.00	
0210	2515-6745600 REMOVAL OF PAVED DRIVEWAY	253.000 SY	10.00000		2,530.00	

CONTRACT SCHEDULE OF PRICES

Page: 4

Vendor No.: SM005
 Contract ID No.: 11-7422-614-A
 Primary Work Type: PCC PAVEMENT - REPLACE
 Primary County: BUENA VISTA

Bid Order No.: 101
 Letting Date: March 17, 2015
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0220	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		15,500.00	
0230	2533-4980005 MOBILIZATION	LUMP	LUMP		27,750.00	
0240	2599-9999014 ('SQUARE FEET' ITEM) 4 INCH POLYSTYRENE INSULATION	1,440.000 SF	11.00000		15,840.00	
0250	2601-2636044 SEEDING AND FERTILIZING (URBAN)	2.000 ACRE	3,450.00000		6,900.00	
0260	2602-0000020 SILT FENCE	2,400.000 LF	1.75000		4,200.00	
0270	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	2,400.000 LF	1.00000		2,400.00	
0280	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	2,400.000 LF	0.50000		1,200.00	
0290	2602-0000306 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 6 IN. DIA.	180.000 LF	5.55000		999.00	
0300	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	180.000 LF	1.00000		180.00	
0310	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	500.00000		500.00	
TOTAL BID					589,325.20	

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

PREDETERMINED WAGE RATE

IA15 - 1.0

General Decision Number: IA150001 01/02/2015 IA1

Superseded General Decision Number: IA20140001

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

STATEWIDE EXCEPT SCOTT COUNTY HEAVY CONSTRUCTION PROJECTS

(Does not include work on or pertaining to the Mississippi or Missouri Rivers or on Water and Sewage Treatment Plants), AND HIGHWAY PROJECTS (does not include building structures in rest areas)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUIA2002-003 02/28/2012

CARPENTERS AND PILEDRIVERMEN:	Rates	Fringes
ZONE 1	24.92	9.93
ZONE 2	22.83	9.93
ZONE 3	22.83	9.93
ZONE 4	22.15	8.25
ZONE 5**	21.25	6.85

PREDETERMINED WAGE RATE		IA15 - 1.0
CONCRETE FINISHER:		
ZONE 1	22.70	7.00
ZONE 2	22.70	7.00
ZONE 3	22.70	7.00
ZONE 4	20.50	5.45
ZONE 5	18.90	6.00
ELECTRICIANS: (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)		
ZONE 1, ZONE 2, AND ZONE 3	21.30	5.70
ZONE 4	20.00	5.70
ZONE 5	17.75	5.70
IRONWORKERS: (SETTING OF STRUCTURAL STEEL)		
ZONE 1	26.55	7.45
ZONE 2	25.31	7.45
ZONE 3	25.01	7.75
ZONE 4	22.00	6.60
ZONE 5**	21.25	6.10
LABORERS:		
	Rates	Fringes
ZONE 1, ZONE 2, AND ZONE 3		
GROUP A	20.56	7.95
GROUP AA	22.21	7.95
GROUP B	18.68	7.95
GROUP C	15.45	7.95
ZONE 4		
GROUP A	18.05	7.65
GROUP B	16.73	7.65
GROUP C	13.85	7.65
ZONE 5		
GROUP A	18.50	6.00
GROUP B	15.75	6.00
GROUP C	15.15	6.00
POWER EQUIPMENT OPERATORS:		
ZONE 1		
GROUP A	27.80	12.90
GROUP B	26.25	12.90
GROUP C	23.75	12.90
GROUP D	23.75	12.90
ZONE 2		
GROUP A	27.10	12.90
GROUP B	25.50	12.90
GROUP C	22.95	12.90
GROUP D	22.95	12.90

	PREDETERMINED WAGE RATE	IA15 - 1.0
ZONE 3		
GROUP A	26.70	16.80
GROUP B	24.90	16.80
GROUP C	23.90	16.80
GROUP D	23.90	16.80
ZONE 4		
GROUP A	26.75	8.55
GROUP B	25.61	8.55
GROUP C	23.53	8.55
GROUP D	23.53	8.55
ZONE 5		
GROUP A	23.07	6.80
GROUP B	22.03	6.80
GROUP C	20.70	6.80
GROUP D	19.70	6.80
TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)		
ZONE 1	20.00	10.05
ZONE 2	20.00	10.05
ZONE 3	20.00	10.05
ZONE 4	20.20	5.65
ZONE 5	18.25	5.65

ZONE DEFINITIONS

ZONE 1	The Counties of Polk, Warren and Dallas for all Crafts, and Linn County Carpenters only.
ZONE 2	The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.
ZONE 3	The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).
ZONE 4	Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.
ZONE 5	All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA – Asbestos abatement worker (Zones 1, 2, and 3); Skilled pipelayer (sewer, water and conduits) and tunnel laborers (zones 1, 2 and 3).

GROUP A – Asbestos abatement worker (Zones 4 and 5); Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman;

PREDETERMINED WAGE RATE

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joint sealer kettleman; laser operator; pipelayer (sewer, water, and conduits) Zone 4 & 5;
powderman tender; powderman/blaster; saw operator; tunnel laborer (zones 4 and 5).

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except strippers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint strippers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift, Asphalt breakdown roller (vibratory); Asphalt laydown machine; asphalt plant; Asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar).

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; Asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; drow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

****CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

WELDERS: Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in

PREDETERMINED WAGE RATE

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the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

PREDETERMINED WAGE RATE

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Staff Summary

4/20/2015

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 118-R-2014-2015 To Reject the Bids For The Widening Of HWY 7 From Barton Street To Northwestern Drive**

BACKGROUND: This agenda item is to reject the bids for the widening of Hwy 7 from Northwestern Street to Barton Street to 3 lanes.

The bidding which was through the IA DOT was held on March 17, 2015 and apparently only one bid was received however, the contractor did not bid all the items on the addendum.

After several conversations with the DOT staff they gave the following statement "The DOT has officially rejected the bid on HWY 7, it has to do with the integrity of the process even though the contractor did nothing improper".

The new letting for this project is now set for May 17th with the addendum added. Bolton and Menk will work with the IA DOT to expedite the contracts and change the staging to require that the western portion be completed first.

FISCAL IMPACT: Estimated project costs for this project are as follows:

Construction	\$940,000
Engineering	\$130,000
Legal/Admin	\$15,000
Land Acquisition	\$5,000
CTS contract	\$3,450
Railroad Agreement	\$50,633.67
CTS contract	\$3,500
Total	\$1,252,583.67

The City has obtained grant funding for this project from two sources including USTEP (\$400,000) and STP (\$341,000). The City's portion of the funding will come from the following sources:

Road Use Tax Funds FY 2015	\$275,000
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Road Use Tax Funds FY 2016	\$150,000
Remaining West 5th Street	\$107,464

This project is currently fully funded.

RECOMMENDATION: Adopt Resolution No. 118-R-2014-2015

ATTACHMENTS:

Description	Type
 Resolution No. 118-R-2014-2015	Resolution

RESOLUTION NO. 118-R-2014-2015

**A RESOLUTION REJECTING BIDS ON THE WIDENING AND RESURFACING OF
HIGHWAY 7 NORTHWESTERN DRIVE TO BARTON STREET PROJECT**

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

That the bids received by the Iowa DOT on March 17, 2015 for the Widening and Resurfacing of
Highway 7 Northwestern Drive to Barton Street Project be rejected.

PASSED AND APPROVED this 20th day of April 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/20/2015

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: Todd Allen, Water Plant Superintendent

SUBJECT: **Resolution No. 119-R-2014-2015 Approving
Contract On HWY 7 Water Main Project**

BACKGROUND: This project will consist of relocating approximately 2,900 feet of water main from 915 W. Milwaukee (Deanda Auto Sales) west to the intersection of Allen St.

This contract is with GM Contracting, Lake Crystal, MN with total bid of \$318,221.96.

FISCAL IMPACT: The engineering agreement is with Bolton and Menk for \$25,000. Staff estimates an additional \$5,000 for legal and administration costs.

Total project cost is \$348,221.96.

This project will be funded from water depreciation FY 16 budget.

RECOMMENDATION: Adopt Resolution No. 119-R-2014-2015

ATTACHMENTS:

Description	Type
▣ Resolution No. 119-R-2014-2015	Resolution
▣ Contract	Contract

RESOLUTION NO. 119-R-2014-2015

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as Highway 7 Water Main Project and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	GM Contracting, Lake Crystal, MN
Date of Contract:	April 20, 2015
Bond Surety:	Travelers Casualty and Surety Company of America
Date of Bond:	April 9, 2015
Portion of Project:	All

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

CONTRACT

Highway 7 Watermain Replacement City of Storm Lake Storm Lake, IA

THIS CONTRACT, made and entered into at Storm Lake, Iowa this 6th day of April, 2015, by and between the City of Storm Lake hereinafter called the "Jurisdiction", and GM Contracting, Inc., hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Highway 7 Watermain Replacement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 620 Eric Street, P.O. Box 1086, Storm Lake, IA. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2015 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

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

PROJECT DESCRIPTION: The project consists of watermain improvements within the City of Storm Lake. Division 1 consists of the construction of watermain improvements on the north side of Milwaukee Avenue from east of Barton Street to west of Northwestern Drive. Division 2 work extends the watermain improvement from west of Northwestern Drive to Allen Street. Division 3 is for a north to south watermain crossing of Milwaukee Avenue east of Barton Street. Included in the work is approximately 3,000 lineal feet of 8" and 40 lineal feet of 4" trenchless watermain, 60 lineal feet of 4"-18" trenched watermain, 9 3/4" -2" water services, 88 SY of PCC patching and various other work items associated with watermain installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Three Hundred Eighteen Thousand Two Hundred Twenty-One Dollars and Ninety-Six Cents (\$318,221.96), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work on or before July 1, 2015; and to pay liquidated damages for noncompliance with said completion provisions at a rate of Five hundred dollars (\$500.00) for each calendar day that the work remains incomplete.

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

JURISDICTION: City of Storm Lake

CONTRACTOR:

By

Jon Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

By

GM Contracting Inc.

Sue Harazin

President

19810 575th Ave

Street Address

Lake Crystal MN 56055

City, State, Zip Code

507-726-6433

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. CO964-55 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. 006106881

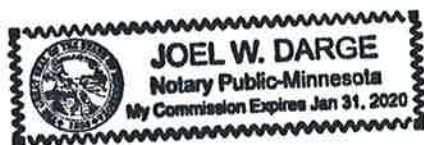
Name of Surety Travelers

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) SS
Blue Earth County)

On this 9 day of April, 2015, before me, the undersigned, a Notary Public in and for the State of Minnesota, personally appeared Sue Harazin and , to me known, who, being by me duly sworn, did say that they are the President, and , respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Sue Harazin and acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Joel W. Darge
Notary Public in and for the State of
My commission expires 1-31, 2020

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

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

BID ITEMS AND QUANTITIES					
DIVISION 1					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
DIVISION 1 - GENERAL PROVISIONS AND COVENANTS					
100	TRAFFIC CONTROL	LS	1	\$13,850.00	\$13,850.00
101	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00
DIVISION 2 - EARTHWORK					
102	EXPLORATORY EXCAVATION	HR	10	\$278.00	\$2,780.00
DIVISION 5 - WATERMAINS AND APPURTENANCES					
103	WATER MAIN, TRENCHED, C900, 8"	LF	50	\$42.87	\$2,143.50
104	WATER MAIN, TRENCHED, C900, 6"	LF	10	\$38.88	\$388.80
105	WATER MAIN, TRENCHED, C900, 4"	LF	5	\$35.97	\$179.85
106	WATER MAIN, TRENCHLESS, C900, 8"	LF	2,607	\$42.87	\$111,762.09
107	FITTING, DUCTILE IRON	LB	714	\$13.80	\$9853.20
108	WATER SERVICE PIPE, PE, 2"	LF	5	\$34.25	\$171.25
109	WATER SERVICE PIPE, PE, 1"	LF	10	\$33.15	\$331.50
110	WATER SERVICE PIPE, PE, 3/4"	LF	100	\$32.85	\$3,285.00
111	CURB STOP & BOX, 2"	EA	1	\$884.00	\$884.00
112	CURB STOP & BOX, 1"	EA	1	\$653.00	\$653.00
113	CURB STOP & BOX, 3/4"	EA	8	\$627.00	\$5,016.00
114	CORP. STOP & SADDLE, 2" X 8"	EA	1	\$632.00	\$632.00
115	CORP STOP & SADDLE, 1" X 8"	EA	1	\$523.00	\$523.00
116	CORP STOP & SADDLE, 3/4" X 8"	EA	8	\$507.00	\$4,056.00
117	GATE VALVE & BOX, 8"	EA	12	\$3,183.76	\$38,205.12
118	TAPPING VALVE ASSEMBLY, 6"	EA	1	\$3,980.00	\$3,980.00
119	FIRE HYDRANT ASSEMBLY	EA	4	\$5,654.96	\$22,619.84
120	SALVAGE HYDRANT ASSEMBLY	EA	3	\$196.73	\$590.19
DIVISION 7 - STREETS AND RELATED WORK					
121	REMOVAL OF DRIVEWAY	SY	93	\$7.00	\$651.00
122	DRIVEWAY, PAVED, PCC, 6"	SY	61	\$57.70	\$3,519.70
123	DRIVEWAY, GRANULAR	TON	75	\$18.25	\$1,368.75

124	FULL DEPTH PATCHES	SY	63	\$64.15	\$4,041.45
125	PAVEMENT REMOVAL	SY	145	\$7.00	\$1,015.00
DIVISION 9 - SITE WORK AND LANDSCAPING					
126	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	AC	.3	\$4,500.00	\$1,350.00
127	FILTER SOCKS, 6"	LF	100	\$3.00	\$300.00
128	FILTER SOCKS, REMOVAL	LF	100	\$1.00	\$100.00
129	INLET PROTECTION DEVICE, SURFACE MOUNT	EA	4	\$300.00	\$1,200.00
130	INLET PROTECTION DEVICE, MAINTENANCE	EA	4	\$50.00	\$200.00
DIVISION 1 SUBTOTAL					\$255,650.24
DIVISION 2					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
DIVISION 5 - WATERMAINS AND APPURTENANCES					
200	WATER MAIN, TRENCHED, C900, 18"	LF	10	\$80.00	\$800.00
201	WATER MAIN, TRENCHED, C900, 8"	LF	10	\$42.87	\$428.70
202	WATER MAIN, TRENCHLESS, C900, 8"	LF	339	\$42.87	\$14,532.93
203	FITTING, DUCTILE IRON	LB	336	\$13.80	\$4,636.80
204	WATER SERVICE PIPE, PE, 3/4"	LF	20	\$32.85	\$657.00
205	CURB STOP & BOX, 3/4"	EA	1	\$627.00	\$627.00
206	CORP STOP & SADDLE, 3/4" X 8"	EA	1	\$507.00	\$507.00
207	GATE VALVE & BOX, 18"	EA	2	\$13,751.00	\$27,502.00
DIVISION 7 - STREETS AND RELATED WORK					
208	FULL DEPTH PATCHES	SY	20	\$64.15	\$1,283.00
DIVISION 2 SUBTOTAL					\$50,974.43
DIVISION 3					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
DIVISION 5 - WATERMAINS AND APPURTENANCES					
300	WATER MAIN WITH CASING PIPE, C900, 4"	LF	40	\$203.03	\$8,121.20
301	FITTING, DUCTILE IRON	LB	44	\$13.80	\$607.20
302	GATE VALVE & BOX, 4"	EA	1	\$2,868.89	\$2,868.89
DIVISION 3 SUBTOTAL					\$11,597.29
TOTAL AMOUNT BID:					\$318,221.96

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
Highway 7 Watermain Replacement
City of Storm Lake
Storm Lake, IA

KNOW ALL BY THESE PRESENT:

That we, GM Contracting, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America, as Surety are held and firmly bound unto the City of Storm Lake, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Hundred Eighteen Thousand Two Hundred Twenty-One Dollars and Ninety-Six Cents (\$318,221.96), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these present.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 6th day of April, 2015, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

PROJECT DESCRIPTION: The project consists of watermain improvements within the City of Storm Lake. Division 1 consists of the construction of watermain improvements on the north side of Milwaukee Avenue from east of Barton Street to west of Northwestern Drive. Division 2 work extends the watermain improvement from west of Northwestern Drive to Allen Street. Division 3 is for a north to south watermain crossing of Milwaukee Avenue east of Barton Street. Included in the work is approximately 3,000 lineal feet of 8" and 40 lineal feet of 4" trenchless watermain, 60 lineal feet of 4"-18" trenched watermain, 9 3/4" -2" water services, 88 SY of PCC patching and various other work items associated with watermain installation

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

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

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

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

obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

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

To remedy any and all defects that may develop in or result from work to be performed under the Contract within the of 2-year period for utility work, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

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

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

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

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

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

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

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

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

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

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

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred

therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

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

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

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

Project No. _____

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

Witness our hands, in triplicate, this 9th day of April, 2015.

Surety Countersigned By:

N/A

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

Name of Resident Commission Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

GM Contracting, Inc.
Box 736, Lake Crystal, MN 56055

By: _____

Signature

President
Title

SURETY:

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06813-6014

Surety Company

By: _____

Signature Attorney-in-Fact Officer

Brian J. Oestreich, Attorney-in-Fact

Name of Attorney-in-Fact Officer

Cobb Strecker Dunphy & Zimmermann, Inc.

Company Name

150 South 5th Street, Suite #2800

Company Address

Minneapolis, MN 55402-4239

City, State, Zip Code

(612) 349-2400

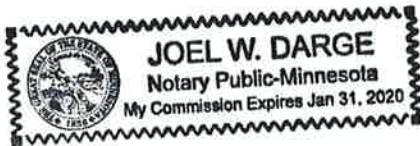
Company Telephone Number

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

ACKNOWLEDGMENT OF CORPORATION

State of MINNESOTA)
) ss.
County of BLUE EARTH)

On this 9 day of April 20 15 ,
before me appeared Sue Harazin , to me personally known, who,
being by me duly sworn, did say that she is the President
of GM CONTRACTING, INC. , a corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, (If no seal, so state, and strike out above as to
corporate seal) and that said instrument was executed in behalf of said corporation by authority of its Board
of Directors; and that said Sue Harazin acknowledged said instrument to be
the free act and deed of said corporation.

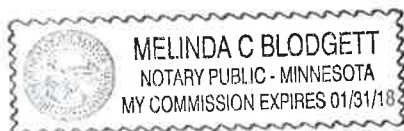


Joel W. Darge
Notary Public Washington County, MN
My commission expires 1-31-2020

ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA)
) ss.
County of HENNEPIN)

On this 9th day of April 20 15 ,
before me appeared Brian J. Oestreich , to me personally known, who,
being by me duly sworn, did say that he is the Attorney-in-Fact
of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ,
a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and
that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and
that said Brian J. Oestreich acknowledged said instrument to be the free act and
deed of said corporation.



Melinda C. Blodgett
Notary Public Washington County, MN
My commission expires: 1/31/2018



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 228554

Certificate No. 006273236

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bruce N. Telander, Donald R. Olson, John E. Tauer, Linda K. French, R. W. Frank, Craig Remick, Rachel Thomas, Nicole Stillings, Joshua R. Loftis, Brian J. Oestreich, Sandra M. Doze, Jerome T. Ouimet, D.R. Dougherty, Jack Cedarleaf II, Kurt C. Lundblad, Pamela T. Curran, and Melinda C. Blodgett

of the City of Minneapolis, State of Minnesota, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of February, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 2nd day of February, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of April, 20 15.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2015

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

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

PRODUCER Holmes Murphy & Assoc-SF 5120 S. Solberg Ave Sioux Falls, SD 57109	1-605-336-1090	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED GM Contracting Inc PO Box 736 Lake Crystal, MN 56055		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company INSURER B: Charter Oak Fire Insurance Company INSURER C: Markel Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 43499710

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	X		C05C921790	01/01/15	01/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			8105C921790	01/01/15	01/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP5C921790	01/01/15	01/01/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	220085	01/01/15	01/01/16	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Project: Highway 7 Watermain Replacement

City of Storm Lake is included as an Additional Insured on the General Liability on a Primary and Non-Contributory basis when required by written contract. The General Liability, Auto Liability and Workers Compensation include a 30 Day Notice of Cancellation in favor of City of Storm Lake, except for non-payment of premium.

CERTIFICATE HOLDER

City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Builder and Contractors Workers' Compensation Fund

Member Name: GM Contracting

Policy#: 22-0085

Coverage Dates: 01/01/2015 to 01/01/2016

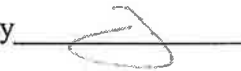
Endorsement Date: 4/06/2015

ENDORSEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is hereby agreed and understood, City of Strom Lake, PO Box 1086, Storm Lake, IA 50588, Project: Highway 7 Watermain Replacement shall be provided with 30 days notice of Cancellation (except for non-payment—15 days notice)

Signed by: Jim LeRoy

A handwritten signature in dark ink, appearing to be "Jim LeRoy", is written over a horizontal line.

Staff Summary

4/20/2015

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: Mike Wilson, Community Development Director

SUBJECT: **Conduct A Public Hearing On The Proposed Vacation Of A Portion Of Michigan Street Right Of Way**

BACKGROUND: Michigan Street is platted for about two blocks North of 14th Street. The ROW dead ends at the south line of the Rasmussen Ford property. That portion of the street has not been completed and there is no foreseeable need for the City to ever complete that portion.

Three of the neighboring property owners are interested in buying the portion of the ROW that adjoins their property. In order to sell the property to those neighboring property owners the City must first vacate the ROW.

Please refer to the attached map of the area.

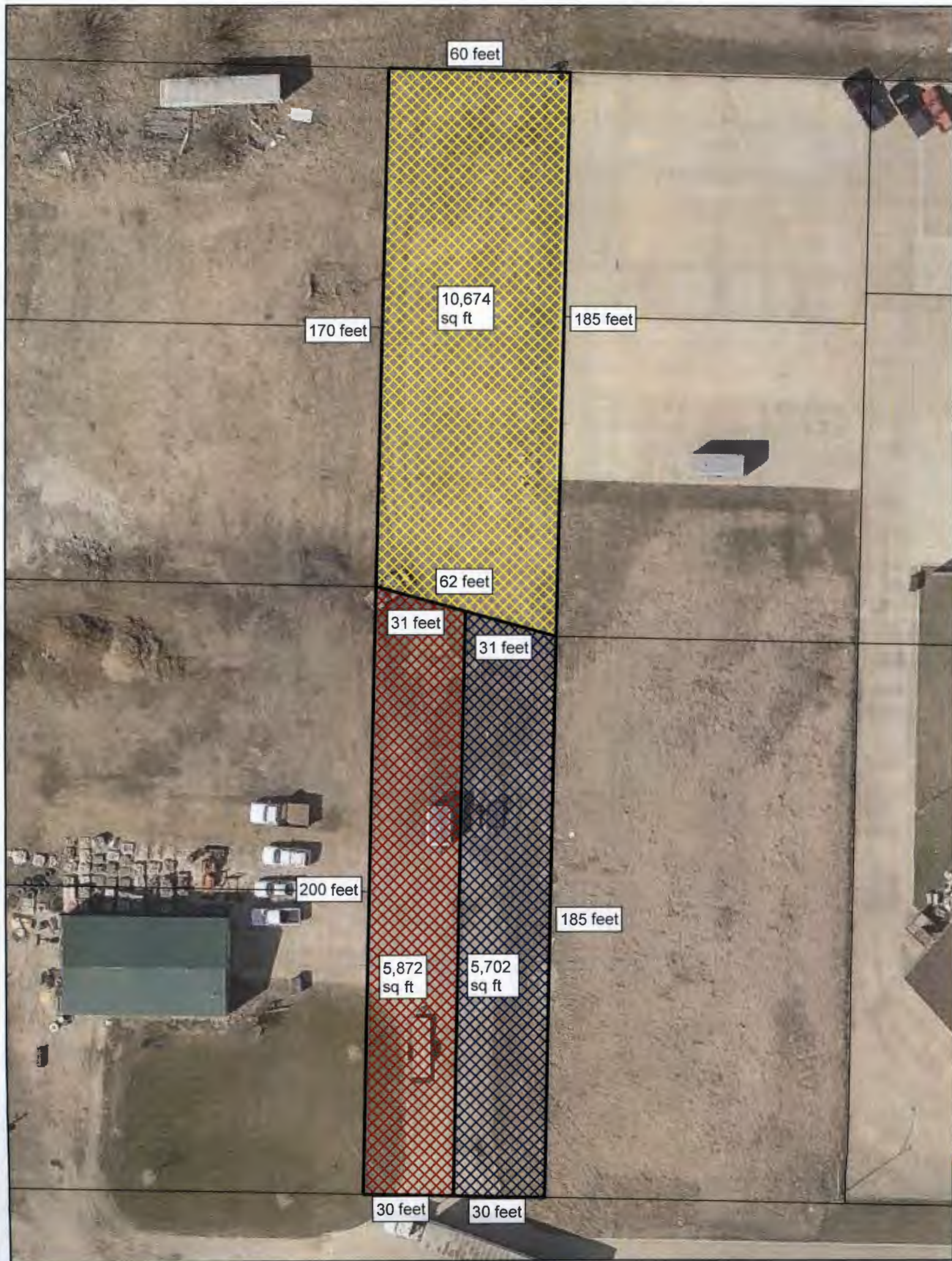
Assuming Council approval of the vacation, staff will proceed to the property sale process.

FISCAL IMPACT: No impact associated with holding the Public Hearing.

RECOMMENDATION: Open the Hearing
Hear the Public
Close the Hearing

ATTACHMENTS:

Description	Type
Map	Map



Staff Summary

4/20/2015

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: Mike Wilson, Community Development Director

SUBJECT: **Ordinance No. 08-O-2014-2015 Approving The Vacation Of A Portion Of Michigan Street Right Of Way - 1st Reading**

BACKGROUND: Michigan Street is platted for about two blocks North of 14th Street. The ROW dead ends at the south line of the Rasmussen Ford property. That portion of the street has not been completed and there is no foreseeable need for the City to ever complete that portion.

Three of the neighboring property owners are interested in buying the portion of the ROW that adjoins their property. In order to sell the property to those neighboring property owners the City must first vacate the ROW.

Please refer to the attached map of the area.

Assuming Council approval of the vacation, staff will proceed to the property sale process.

FISCAL IMPACT: Only fiscal impact is related to publishing and mailing costs.

RECOMMENDATION: Ordinance No. 08-O-2014-2015 pass:
1st Reading - April 20, 2015
2nd Reading - May 4, 2015
3rd Reading - May 18, 2015

ATTACHMENTS:

Description	Type
Ordinance No. 08-O-2014-2015	Ordinance
Map	Map

ORDINANCE NO. 08-R-2014-2015

AN ORDINANCE PROVIDING FOR THE VACATION OF AN UNIMPROVED PART OF THE MICHIGAN STREET RIGHT-OF-WAY BETWEEN BLOCKS 2 AND 3 IN SECOND C-M-C SUBDIVISION TO STORM LAKE, BUENA VISTA COUNTY, IOWA

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

Section I. Purpose: The purpose of this Ordinance is to vacate an unimproved part of the Michigan Street right-of-way between Blocks 2 and 3 in Second C-M-C Subdivision to Storm Lake, Buena Vista County, Iowa, and thereby relieve the City of Storm Lake of responsibility for the maintenance and supervision of such right-of-way.

Section II. Facts Found: The City Council of the City of Storm Lake, Iowa hereby makes the following findings:

1. An unimproved part of the Michigan Street right-of-way between Blocks 2 and 3 in Second C-M-C Subdivision to Storm Lake, Buena Vista County, Iowa, comprised of three surveyed parcels more fully described as follows:

PARCEL 1:

Beginning at the Northeast (NE) corner of Lot Four (4), Block Two (2) in said Second C-M-C Subdivision; thence North 89°48'52" East, along the North line of said Second C-M-C Addition, 60.00 Feet to the West line of Block Three (3); thence South 00°00'00" West, along said West line, 184.84 Feet to the Southwest (SW) corner of Lot Three (3) in said Block Three (3); thence North 76°09'00" West, 61.80 Feet to the East line of Block Two (2); thence North 00°00'00" East, along said East line, 169.85 Feet to the point of beginning.

Tract contains 0.24 acres and is subject to a utility easement over the East Thirty Feet (E.30') of the West Forty-Five Feet (W.45') thereof, and to all other easements of record;

PARCEL 2

Beginning at the Southeast (SE) corner of Lot One (1), Block Two (2) in said Second C-M-C Subdivision; thence North 89°45'36" East, 30.00 Feet to the centerline of vacated Michigan Street; thence North 00°00'00" East, along said centerline, 192.36 Feet; thence North 76°09'00" West, 30.90 Feet to the Northeast (NE) corner of Lot Two (2), Block Two (2); thence South 00°00'00" West, along the East line of said Block Two (2), 199.88 Feet to the point of beginning.

Tract contains 0.15 acres and is subject to a utility easement over the East Fifteen Feet (E.15') thereof, and to all other easements of record;

AND

PARCEL 3

Beginning at the Southwest (SW) corner of Lot One (1), Block Three (3) in said Second C-M-C Subdivision; thence North 00°00'00" East, along the West line of said Block Three (3), 184.84 Feet to the Northwest (NW) corner of Lot Two (2), in said Block Three (3); thence North 76°09'00" West, 30.90 Feet to the centerline of vacated Michigan Street; thence South 00°00'00" West, along said centerline, 192.36 Feet to the point of beginning.

Tract contains 0.13 acres and is subject to a utility easement over the West Fifteen Feet (W.15') thereof, and to all other easements of record;

(together sometimes referred to below as the "Unimproved Michigan Street Segment") is not needed for use of the public as a street, and therefore, maintenance thereof at public expense is no longer justified. However, the City of Storm Lake, Iowa will continue to maintain all utility easements on, under, and through the entirety of the right-of-way described above, including but not limited to, a sanitary sewer easement, and this vacation of the Unimproved Michigan Street Segment is not intended to relinquish any of the City of Storm Lake's property interests in such right-of-way.

2. The vacation will not deny owners of property abutting on the Unimproved Michigan Street Segment reasonable access to their property.

3. Notice of the intended vacation including the date on which the Council would first consider the vacating ordinance was published in the Storm Lake Times on April 8, 2015, which date was not less than four (4) nor more than twenty (20) days from April 20, 2015, the date of the first hearing on the proposed vacation. Notice of such hearing was also given on April 7, 2015, by certified mail to the persons and entities specified in Iowa Code Section 306.12.

Section III. Vacation: The Unimproved Michigan Street Segment, legally described as:

PARCEL 1:

Beginning at the Northeast (NE) corner of Lot Four (4), Block Two (2) in said Second C-M-C Subdivision; thence North 89°48'52" East, along the North line of said Second C-M-C Addition, 60.00 Feet to the West line of Block Three (3); thence South 00°00'00" West, along said West line, 184.84 Feet to the Southwest (SW) corner of Lot Three (3) in said Block Three (3); thence North 76°09'00" West, 61.80 Feet to the East line of Block Two (2); thence North 00°00'00" East, along said East line, 169.85 Feet to the point of beginning.

Tract contains 0.24 acres and is subject to a utility easement over the East Thirty Feet (E.30') of the West Forty-Five Feet (W.45') thereof, and to all other easements of record;

PARCEL 2

Beginning at the Southeast (SE) corner of Lot One (1), Block Two (2) in said Second C-M-C Subdivision; thence North 89°45'36" East, 30.00 Feet to the centerline of vacated Michigan Street; thence North 00°00'00" East, along said centerline, 192.36 Feet; thence North 76°09'00" West, 30.90 Feet to the Northeast (NE) corner of Lot Two (2), Block Two (2); thence South 00°00'00" West, along the East line of said Block Two (2), 199.88 Feet to the point of beginning. Tract contains 0.15 acres and is subject to a utility easement over the East Fifteen Feet (E.15') thereof, and to all other easements of record;

AND

PARCEL 3

Beginning at the Southwest (SW) corner of Lot One (1), Block Three (3) in said Second C-M-C Subdivision; thence North 00°00'00" East, along the West line of said Block Three (3), 184.84 Feet to the Northwest (NW) corner of Lot Two (2), in said Block Three (3); thence North 76°09'00" West, 30.90 Feet to the centerline of vacated Michigan Street; thence South 00°00'00" West, along said centerline, 192.36 Feet to the point of beginning.

Tract contains 0.13 acres and is subject to a utility easement over the West Fifteen Feet (W.15') thereof, and to all other easements of record in the City of Storm Lake, Iowa,

is hereby declared vacated.

Section IV. Repealer: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section V. Severability Clause: If any section, provision, or part of this Ordinance shall be judged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section VI. When Effective: This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2015.

Jon Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk



Staff Summary

4/20/2015

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: Jennifer Movall, Finance Department Manager

SUBJECT: **Motion For Receipt Of Bids for \$6,885,000 General Obligation Urban Renewal Refunding Capital Loan Note, Series 2015A**

BACKGROUND: Bids for the \$6,885,000 General Obligation Urban Renewal Refunding Capital Loan Note, Series 2015A were accepted on Monday, April 20, 2015 at 1:00PM.

The City received _____ bids. The name and address of the bidders and the bids they submitted will be provided at the council meeting after the bids have been received.

This motion simply notes the receipt of bids for these capital loan notes.

FISCAL IMPACT: There is no fiscal impact to this motion.

RECOMMENDATION: Approve the motion for the receipt of bids for the \$6,885,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A.

Staff Summary

4/20/2015

Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jennifer Movall, Finance Department Manager

SUBJECT: Resolution No. 120-R-2014-2015 Directing Sale of \$6,885,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A

BACKGROUND: Bids for the sale of these refunding capital loan notes were opened at 1:00PM on Monday, April 20, 2015 and the best bid received is determined to be:

The name and bid will be provided prior to the council meeting after the bids have been received.

The terms of the said bid being:
Purchase Price:
True Interest Rate:
Net Interest Cost:

Revenues from the sale of these notes will be used to refund the 2006 \$6.0M and 2007 \$1.5M Hotel Revenue bonds.

FISCAL IMPACT: The fiscal impact is the cost of the interest for the sale of the \$6,885,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A which is _____. (The amount will be provided once the winning bid is determined).

RECOMMENDATION: Adopt Resolution No. 120-R-2014-2015.

ATTACHMENTS:

Description	Type
☐ Resolution No. 120-R-2014-2015	Resolution

RESOLUTION NO. 120-R-2014-2015

RESOLUTION DIRECTING SALE OF \$6,885,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015A

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$6,885,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015A

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____ %

Net Interest Cost: \$ _____

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

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That all acts of the Clerk done in furtherance of the sale of the Notes are hereby ratified and approved. Piper Jaffray & Co. is authorized and directed to secure appropriate investments on behalf of the City sufficient to fund the Refunding Trust.

Section 4. That the notice of the sale of the notes heretofore given and all acts of the Clerk done in furtherance of the sale of the notes are hereby ratified and approved.

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/20/2015

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jennifer Movall, Finance Department Manager

SUBJECT: **Resolution No. 121-R-2014-2015 Authorizing The Redemption of Outstanding GO Urban Renewal Bonds, Dated January 1, 2006 And Directing Notice Be Given**

BACKGROUND: On December 19, 2005 the City Council authorized the issuance of \$6,000,000 Taxable General Obligation Urban Renewal Bonds for construction of the hotel. This bond is redeemable on June 1, 2015.

This resolution will authorize the redemption of \$5,180,000 on June 1, 2015 and authorize the City's Paying Agent, Wells Fargo Bank, N.A., to notify, by Certified mail, the owners of the bonds and DTC not less than 30 days prior to the redemption date.

This also authorizes the Finance Director to deposit in a separate fund a sum sufficient to pay all principal and interest on the redeemed bonds and to notify Piper Jaffray to post the Notice of Redemption to the EMMA website.

FISCAL IMPACT: There is no fiscal impact to this resolution. The bonds will be redeemed with the refunding that was approved on a previous agenda item.

RECOMMENDATION: Approve Resolution No 121-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution 121-R-2014-2015	Resolution

RESOLUTION NO. 121-R-2014-2015

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2006, OF THE CITY OF STORM LAKE, STATE OF IOWA, DATED JANUARY 1, 2006, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated December 19, 2005, authorize the issuance of \$6,000,000 Taxable General Obligation Urban Renewal Bonds, Series 2006, (the "Bonds") dated January 1, 2006; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2015 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that \$5,180,000 be so redeemed on June 1, 2015 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

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

That outstanding Taxable General Obligation Urban Renewal Bonds, dated January 1, 2006, in the principal amount of \$5,180,000, be and the same are hereby redeemed as of June 1, 2015.

The City's Registrar and Paying Agent, Wells Fargo Bank, N.A., is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Bonds by certified mail, and to notify CIFG Assurance North America, Inc., its agents or assigns as Insurer to the Bonds, and to notify DTC.

The Finance Director is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds within ten (10) business days of its mailing.

That the form of such notice be substantially as follows:

NOTICE OF THE CALL OF BONDS FOR REDEMPTION TO THE HOLDERS OF THE
FOLLOWING DESCRIBED BONDS:

Please take notice that the Bonds described below have been called for redemption. Owners of the Bonds should present their Bonds for payment on the redemption date.

Issuer: City of Storm Lake, State of Iowa

Original Issue Amount: \$6,000,000

Bond Issue: Taxable General Obligation Urban Renewal Bonds, Series 2006

Dated Date: January 1, 2006

Redemption Date: June 1, 2015

Redemption Price: Par, plus accrued interest

Bonds Called for Redemption

<u>CUSIP Numbers</u>	<u>Bond Numbers</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
862182 GZ9	6	\$ 235,000	5.35%	June 1, 2016
862182 HA3	7	\$ 270,000	5.40%	June 1, 2017
862182 HB1	8	\$ 285,000	5.40%	June 1, 2018
862182 HC9	9	\$ 300,000	5.50%	June 1, 2019
862182 HD7	10	\$ 315,000	5.50%	June 1, 2020
862182 HE5	11	\$ 335,000	5.55%	June 1, 2021
862182 HF2	12	\$ 350,000	5.60%	June 1, 2022
862182 HG0	13	\$ 370,000	5.65%	June 1, 2023
862182 HH8	14	\$ 390,000	5.65%	June 1, 2024
862182 HJ4	15	\$2,330,000	5.70%	June 1, 2025

No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.

The above Bonds should be presented to Wells Fargo Bank, N.A., Minneapolis, Minnesota. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

WELLS FARGO BANK, N.A., Minneapolis,
Minnesota

(End of Notice)

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/20/2015

Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jennifer Movall, Finance Department Manager

SUBJECT: **Resolution No. 122-R-2014-2015 Directing Advertisement For Sale, Approving Electronic Bidding Procedures & Official Statement**

BACKGROUND: The attached resolution approves several steps in the process for the \$3,560,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B for the advance refunding of the 2006 Annual Appropriation GO Bonds as follows:

- Directs the City's Financial Advisor to advertise as appropriate for the sale of these bonds to firms who would be interested in the purchase of bonds from the City of Storm Lake.
- Approves the use of Electronic Bidding Procedures which the City has used with good success in the past. The use of electronic bidding procedures does not preclude potential bidders from bidding in any other appropriate manner. The electronic bid process is secure and is a generally accepted form of bidding.
- Approves the City's Official Statement regarding these bonds and the City's economic outlook and perspective. The Official Statement was drafted by the City's financial consultant and then reviewed and edited by City Staff which find it to be in order.

FISCAL IMPACT: All costs associated with this resolution are included in the cost of fees for services rendered by the Financial Consultant, Piper Jaffray.

RECOMMENDATION: Adopt Resolution No. 122-R-2014-2015

ATTACHMENTS:

Description	Type
Resolution No. 122-R-2014-2015	Contract

RESOLUTION NO. 122-R-2014-2015

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$3,560,000 TAXABLE ANNUAL APPROPRIATION GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015B, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of refunding existing City indebtedness, including the Annual Appropriation Urban Renewal General Obligation Bonds, Series 2006, essential corporate purpose project(s), and it is deemed necessary and advisable that the City issue Taxable General Obligation Urban Renewal Capital Loan Notes, for such purpose(s) to the amount of not to exceed \$4,000,000 as authorized by Sections 384.24A, 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24 (3)(q), 384.25, and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Notes, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Notes for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

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

That the receipt of electronic bids by facsimile machine and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement (only if approval of Official Statement included) are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

That Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B, of City of Storm Lake, State of Iowa, in the amount of \$3,560,000, to be issued as referred to in the preamble of this Resolution, to be dated the date of delivery, be offered for sale pursuant to the published advertisement.

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

That the Clerk is hereby directed to publish notice of sale of the Notes at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Storm Lake Times", a legal newspaper, printed wholly in the English language, published within the county in which the Notes are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 4th day of May, 2015, at 5:00 o'clock P.M., will hold a meeting to receive and act upon bids for said Notes, which bids were previously received and opened by City Officials at 11:00 o'clock A.M. on said date. The notice shall be in substantially the following form:

NOTICE OF SALE

Time and Place of Sealed Bids: Bids for the sale of Notes of the City of Storm Lake, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 620 Erie Street, Storm Lake, Iowa (the "Issuer") before 11:00 o'clock A.M., on the 4th day of May, 2015. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Notes: The Notes to be offered are the following:

TAXABLE ANNUAL APPROPRIATION GENERAL
OBLIGATION URBAN RENEWAL REFUNDING CAPITAL
LOAN NOTES, SERIES 2015B, in the amount of \$3,560,000*, to
be dated the date of delivery (the "Notes")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, Iowa 50588-1086.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, Iowa 50588-1086. The bids must be submitted through the PARITY® competitive bidding system.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City Clerk at City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, Iowa 50588-1086 (facsimile number: 712-732-4114). Electronic facsimile bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Notes will be held at the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa at a meeting of the City Council on the above date at 5:00 o'clock P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Notes to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 620 Erie Street, Storm Lake, Iowa or the Issuer's Financial Advisor, Piper Jaffray & Co., 3900 Ingersoll Avenue, Suite 110, Des Moines, Iowa, 50312; Telephone: 515-247-2340.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accord with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Notes will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Notes without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Notes, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Notes.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Storm Lake, State of Iowa.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/20/2015

Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Public Hearing North Central Storm Water Plans, Specifications, & Form of Contract**

BACKGROUND: The State of Iowa bid process requires that the City hold a public hearing on the plans, specifications, and form of contract for the project prior to approval of the plans and specifications. This agenda will allow the city to hold that hearing and meet the requirements of the State of Iowa.

Notice of the public hearing was filed as required by Iowa Law and the plans, specifications, and form of contract have been on file with the City Clerk.

FISCAL IMPACT: The cost for this agenda item is the cost of publication of the notice of the hearing anticipated to be about \$100.00.

RECOMMENDATION: Open the Hearing
Hear any Comments
Close the Hearing

Staff Summary

4/20/2015

Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 123-R-2014-2015 Approving Plans, Specifications, & Form Of Contract For North Central Storm Water Project**

BACKGROUND: The North Central Storm Water Project will remove storm water from residential neighborhoods north of the Storm Lake High School through a series of best management practices that will slow the water down, clean the water, and allow for some infiltration of water.

The City Council is required to approve the plans, specifications, and form of contract on the project prior to bidding the project. The previous agenda item held the required public hearing and so the Council may now take formal action on the project plans and specifications.

The project is set for a bid letting on April 29, 2015 at 10:00AM.

FISCAL IMPACT: There is no fiscal impact to this resolution.

RECOMMENDATION: Adopt Resolution No. 123-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 123-R-2014-2015	Resolution

RESOLUTION NO. 123-R-2014-2015

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE
NORTH CENTRAL STORM WATER PROJECT**

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed with the CITY for the construction of certain public improvements described in general as the North Central Storm Water 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 the plans, specifications, form of contract and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 20th day of April 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/20/2015

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 124-R-2014-2015 Approving Change Order #6 To FEMA Contract #4 - Lift Stations**

BACKGROUND: The contractor and project engineer for the FEMA Project #4 - Lift Stations have agreed to the cost increase for a change to the project.

During construction there was a need to relocate the antenna pole for lift station 2-3 which is located on County Road C-65. This change was required due to a requirement in location change by Mid American Energy.

The change order only covers this portion of the work and has been approved by the Contractor, Project Engineer, and FEMA.

The change order does include an extension of the contract time for concrete work to January 29th, 2015.

FISCAL IMPACT: Total cost of the change order is an addition to the contract of \$1,842.54 bringing the total contract price for Contract #4 - Lift Stations to \$3,800,296.67.

RECOMMENDATION: Adopt Resolution No. 124-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 124-R-2014-2015	Resolution

RESOLUTION NO. 124-R-2014-2015

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

To approve Change Order No. 6 to the contract with Eriksen Construction Co., Inc. for the Sanitary Sewer System Mitigation Project – Contract 4 – Lift Stations, relocating the concrete pole base for the radio antenna at Lift Station 2-3 an addition of \$1,842.54 to the contract.

Cost of change order #6 is an addition of \$1,842.54 to the contract. Total contract cost after Change Order No. 6 is \$3,800,296.67.

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/20/2015

Agenda Item # 16.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mike Wilson, Community Development Director

SUBJECT: **Ordinance No. 06-O-2014-2015 Related To Serving As A RAGBRAI Overnight Host City - 2nd Reading Ordinance**

BACKGROUND: This ordinance was previously approved on April 6th; however, after approval staff noted that a section regarding the prohibiting of glass bottles within the venue park (AWAYSIS) was not included in the Ordinance.

A revised ordinance has been drafted and staff is recommending that this previous version be rejected and the new ordinance considered.

FISCAL IMPACT: No negative fiscal impact to the City. Fees generated from provisions of this ordinance are a source of revenue for the RAGBRAI Committee to help offset their costs.

RECOMMENDATION: **Reject** Ordinance # 06-O-2014-2015 on
1st Reading - April 6, 2015 - Passed
2nd Reading - April 20, 2015
3rd Reading - May 4, 2015

ATTACHMENTS:

Description	Type
❏ Ordinance No. 06-O-2014-2015	Ordinance
❏ Map of area	Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA ENACTED TO ASSIST CITY OFFICIALS AND THE RAGBRAI COMMITTEE DEAL WITH THE PUBLIC HEALTH AND SAFETY ISSUES CREATED BY THE INFUSION OF A LARGE NUMBER OF PEOPLE INTO THE CITY OF STORM LAKE WHEN THE DES MOINES REGISTER'S ANNUAL GREAT BICYCLE RIDE ACROSS IOWA (RAGBRAI) ARRIVES IN STORM LAKE ON JULY 19, 2015, AND DEPARTS ON JULY 20, 2015

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

Section I. That the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa be amended by the following Ordinance designated "RAGBRAI ORDINANCE", which because of its temporary nature shall not be printed as part of the permanent Code of Ordinances. The RAGBRAI Ordinance is as follows:

“RAGBRAI ORDINANCE

Section 1. Definitions

A. As used herein, "food" shall include food products of all kind including food packaged for consumption off premises as well as meals prepared for consumption either on or off premises. Food shall also include beverages of every kind, including both alcoholic and nonalcoholic, except for water provided without cost to the consumer.

B. As used herein, "person" shall include any individual person, club, group, organization, partnership, corporation or entity of any kind.

C. As used herein, the “RAGBRAI Committee” means the Advisory Board and the Executive Committee as designated by the City of Storm Lake and the Storm Lake United Board.

Section 2. Commercial Food Booth – Permit Required

No for-profit person shall provide or sell food to the public in Storm Lake, Iowa on July 19, 2015 or July 20, 2015 at a location other than the person's regularly-established place of business unless the person shall first obtain a Commercial Food Booth Permit from the RAGBRAI Committee through Storm Lake United located at 119 West 6th Street, Storm Lake, Iowa.

Section 3. Commercial Food Booth Fee

The fee for a Commercial Food Booth Permit shall be \$700.00.

Section 4. Commercial Food Booth Location

A vendor who has been granted a Commercial Food Booth Permit under the provisions of Section 2 shall locate its temporary sale facility during the period of July 19, 2015 and July 20, 2015 only in that vendor's area as is designated by the RAGBRAI Committee and in no other area.

Section 5. Non-Profit Food Booth – Permit Required

No non-profit person of any kind shall provide or sell food to the public in Storm Lake on July 19, 2015 or July 20, 2015, unless the person shall first obtain a Non-Profit Food Booth permit from the Storm Lake RAGBRAI Committee through Storm Lake United located at 119 West 6th Street, Storm Lake, Iowa.

As an exception to the foregoing, the RAGBRAI Committee shall be authorized to waive the minimum fee if the applicant or applicants are children or youth under the age of 18 years not associated with any group or organization if in the sole discretion of the RAGBRAI Committee the imposition of the permit fee would be unduly burdensome. All fees imposed pursuant to this section shall be the property of the RAGBRAI Committee for use in covering the costs incurred by the RAGBRAI Committee in hosting RAGBRAI within the City of Storm Lake on July 19, 2015 and July 20, 2015.

Section 6. Non-Profit Food Booth Fees

The fee for a Non-Profit Food Booth Permit shall be \$300.00.

Section 7. Non-Profit Food Booth Location

A vendor who has been granted a Non-Profit Food Booth Permit under the provisions of Section 5 shall locate its temporary facility during the period of July 19, 2015 and July 20, 2015 only in that vendor's area as is designated by the RAGBRAI Committee and in no other area.

Section 8. Health Regulations

A person issued a Commercial or Non-profit Food Booth Permit pursuant to this Ordinance shall comply with the Iowa Department of Health and Buena Vista County Department of Health rules and regulations pertaining to the sale and dispensing of food for consumption on its premises, including, but not limited to, the obtaining of appropriate permits.

Section 9. Commercial Non-Food Booth – Permit Required

No For-Profit person shall provide or sell merchandise to the public in Storm Lake, Iowa on July 19, 2015 and July 20, 2015 at a location other than the person's regularly-established place of business unless the person shall first obtain a Commercial Non-Food Booth Permit from the RAGBRAI Committee at the Storm Lake United Office located at 119 West 6th Street, Storm Lake, Iowa.

Section 10 Commercial Non-Food Booth Fees

The fee for a Commercial Non-food Booth Permit shall be \$700.00.

Section 11. Commercial Non-Food Booth Location

A vendor who has been granted a Commercial Non-Food Booth Permit under the provisions of Section 9 shall locate its temporary sale facility during the period of July 19, 2015 and July 20, 2015 only in that vendor's area as is designated by the RAGBRAI Committee and in no other area.

Section 12. Non-Profit Non-Food Booth – Permit Required

No non-profit person shall sell merchandise to the public on July 19, 2015 or July 20, 2015, unless the person shall first obtain a Non-Profit Non-Food Booth Permit from the RAGBRAI Committee through Storm Lake United located at 119 West 6th Street, Storm Lake, Iowa.

Section 13. Non-Profit Non-Food Booth Fees

The fee for a local Non-Profit Non-Food Booth Permit shall be \$300.00.

Section 14. Non-Profit Booth Non-Food Location

A vendor who has been granted a Storm Lake Non-Profit Non-Food Booth Permit under the provisions of Section 12 shall locate its temporary facility during the period of July 19, 2015 and July 20, 2015 only in that vendor's area as is designated by the RAGBRAI Committee and in no other area.

Section 15. Refundable Cleanup Deposit

Permitted vendors shall pay, at the time of application, a \$100.00 refundable deposit. If cleanup of the site is approved by the Sanitation Committee, the deposit will be refunded.

Section 16. Declining Permit

The RAGBRAI Committee shall have sole discretion to decline to issue a permit for any reason, provided, however, that no application for a permit shall be denied based upon the race, creed, color, sex, age, or country of origin of the applicant or denied for any reason proscribed by law.

Section 17. Application Deadline

All applications for permits must be received by June 15, 2015. Applications received after June 15, 2015 may be approved in the discretion of the RAGBRAI Committee, but, if approved, shall be subject to a \$250.00 late fee.

Section 18. Electrical Service

The fee for providing electrical service to each booth shall be \$100.00 per booth.

Section 19. Outdoor Alcoholic Beverage Garden.

The presence of 20,000 to 25,000 extra people in Storm Lake on July 19, 2015, many of whom may be consuming alcoholic beverages, has the potential to overwhelm local law enforcement personnel. Therefore, in order to ensure public safety and to facilitate police protection, the Council determines that there may be no more than one applicant permitted to operate an outdoor alcoholic beverage garden from a temporary location with a five day or fourteen day beer permit and/or five day or fourteen day liquor license. To help support the cost incurred by the RAGBRAI Committee to host RAGBRAI as an overnight stop, the RAGBRAI Committee, or its designee, shall have the first option to apply for the necessary permits or licenses to operate such alcoholic beverage garden at such location, but if the Committee does not secure such a permit and/or license before July 1, 2015, the Council shall have the option to consider applications from other vendors. Businesses that have an existing liquor license for an outdoor beverage garden as of the date of approval of this Ordinance shall be permitted to operate such within the space defined in their license.

Section 20. Motorized Vehicles

The use of motorized vehicles such as scooters, golf carts, ATV's, and similar vehicles are prohibited in event venue areas, as designated by the RAGBRAI Committee, unless specifically authorized by the RAGBRAI Committee or the Storm Lake Public Safety Department.

Section 21. Nuisance

The sale of food or merchandise, or the erection of a temporary facility for the sale of food or other merchandise, without the permit required by this Ordinance on July 19, 2015 and July 20, 2015 in violation of this Chapter shall be considered a nuisance as defined by Section 8-1-1(A) of this Municipal Code. If this type of nuisance is determined to exist by the Director of Public Safety, an emergency abatement procedure pursuant to 8-1-8 of the Municipal Code is hereby authorized and may be executed by any peace officer or those acting at their direction by dismantling and removing the nuisance without notice.

Section 22. Street Closings

During the Effective dates of this ordinance and without prior Council approval regarding the blocking of any city streets, any Storm Lake police officer, or those at their direction, may place barricades or road blocks in any City street, alley or roadway to redirect vehicular traffic in order to enhance the proper and safe flow of bicycle and vehicular traffic within the City limits of the City of Storm Lake.

Section 23. Non-Glass, Non-Metal Containers

To promote public safety during RAGBRAI, all beverages, both alcoholic and nonalcoholic, sold in Storm Lake, Iowa, by any business, food vendor, permittee, restaurant, service station, convenience store, grocery store, liquor store or other establishment from 6:00 a.m. on July 19, 2015 until 10:00 a.m. on July 20, 2015 shall be sold in non-glass, non-metal containers. With respect to a holder of a beer permit or a liquor license, this provision shall not apply to sales of beer, liquor or other beverage which are to be consumed off premise. Sales of any beverage by beer permit holder or liquor license holder which is to be consumed on the premises, whether within the building or outside the building if permitted by the beer permit or liquor license, shall not be served in glass containers but may be served in metal cans.

Section 24. Primary Entertainment Venue and Beverage Garden

The primary entertainment venue and the location of the beverage garden shall be on the Great Lawn of the City of Storm Lake as shown on the attached map which is incorporated by reference. The beverage garden shall be constructed so as to meet the requirements of the vendor's liquor liability insurance and the liquor license or beer permit.

Section 25. Violations - Penalties

Selling or supplying food or merchandise to the public without the permit required by this Ordinance on July 19, 2015 or July 20, 2015, and any other violation of this Ordinance constitutes a municipal infraction under Chapter 1-20 of the Municipal Code of the City of Storm Lake, Iowa and Section 364.22 of the Code of Iowa. If a person sells or supplies food or merchandise to the public without the required permit, in addition to any other remedy available to the City of Storm Lake, Iowa, the RAGBRAI Committee, in its discretion, may nevertheless issue to the person the appropriate permit, subject to payment by the person of the required booth fee, regular late fee, and an additional late fee of \$1,000.00.

Section 26. Effective

The provisions of this Ordinance shall be in effect from the effective date of this Ordinance until 5:00 p.m. on July 20, 2015.

Section 27. Certain Ordinances Suspended

Effective July 19, 2015 at 6:00 a.m. to July 20, 2015 at 5:00 p.m., Section 9-10-2, Chapter 9-11 as related to bicycles, and Section 9-12-3 of the City Municipal Code shall be suspended and shall not be enforced."

Section II. All previous ordinances or parts of such ordinances in conflict with provisions of this Ordinance are hereby repealed.

Section III. If any section, provision or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole, or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section IV. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk



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03/25/2014

Staff Summary

4/20/2015

Agenda Item # 17.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mike Wilson, Community Development Director

SUBJECT: **Ordinance No. 07-O-2014-2015 An Ordinance Related To Serving As A RAGBRAI Overnight Host Community**

BACKGROUND: This agenda item will consider the revised Ordinance that includes the recommended language on prohibiting glass bottles in AWAYSIS Park. Staff is asking for Council's consideration on the approval of the Ordinance on all three readings tonight at the April 20th meeting so that the RAGBRAI Committee can begin the process of licensing vendors for this event.

The remaining portion of this background outlines the general scope of the Ordinance.

As is well known Storm Lake was selected to serve as a RAGBRAI overnight host community on July 19, 2015. This proposed Ordinance addresses several issues:

- Sets vendor fees for non-profit and for-profit food and non-food vendor booths.
- Establishes a deadline for applications to be submitted.
- Establishes a late fee for applications received after the deadline
- Designates the Great Lawn as the primary location for entertainment and the beverage garden.
- Sets the fee for electrical use
- Sets the refundable clean up fee.
- Restricts the use of glass containers

Once this Ordinance is approved the Vendor Committee will begin accepting vendor applications.

FISCAL IMPACT: Fees generated by this Ordinance and other revenue generated go to the RAGBRAI Committee to offset costs associated with being an overnight host.

RECOMMENDATION: Adopt Ordinance No. 07-O-2014-2015 on All Three Readings

ATTACHMENTS:

Description	Type
 Ordinance No. 07-O-2014-2015	Ordinance

ORDINANCE NO. 07-R-2014-2015

AN ORDINANCE AMENDING THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA ENACTED TO ASSIST CITY OFFICIALS AND THE RAGBRAI COMMITTEE DEAL WITH THE PUBLIC HEALTH AND SAFETY ISSUES CREATED BY THE INFUSION OF A LARGE NUMBER OF PEOPLE INTO THE CITY OF STORM LAKE WHEN THE DES MOINES REGISTER'S ANNUAL GREAT BICYCLE RIDE ACROSS IOWA (RAGBRAI) ARRIVES IN STORM LAKE ON JULY 19, 2015, AND DEPARTS ON JULY 20, 2015

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

Section I. That the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa be amended by the following Ordinance designated "RAGBRAI ORDINANCE", which because of its temporary nature shall not be printed as part of the permanent Code of Ordinances. The RAGBRAI Ordinance is as follows:

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A. As used herein, "food" shall include food products of all kind including food packaged for consumption off premises as well as meals prepared for consumption either on or off premises. Food shall also include beverages of every kind, including both alcoholic and nonalcoholic, except for water provided without cost to the consumer.

B. As used herein, "person" shall include any individual person, club, group, organization, partnership, corporation or entity of any kind.

C. As used herein, the “RAGBRAI Committee” means the Advisory Board and the Executive Committee as designated by the City of Storm Lake and the Storm Lake United Board.

Section 2. Commercial Food Booth – Permit Required

No for-profit person shall provide or sell food to the public in Storm Lake, Iowa on July 19, 2015 or July 20, 2015 at a location other than the person's regularly-established place of business unless the person shall first obtain a Commercial Food Booth Permit from the RAGBRAI Committee through Storm Lake United located at 119 West 6th Street, Storm Lake, Iowa.

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Permitted vendors shall pay, at the time of application, a \$100.00 refundable deposit. If cleanup of the site is approved by the Sanitation Committee, the deposit will be refunded.

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The RAGBRAI Committee shall have sole discretion to decline to issue a permit for any reason, provided, however, that no application for a permit shall be denied based upon the race, creed, color, sex, age, or country of origin of the applicant or denied for any reason proscribed by law.

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The use of motorized vehicles such as scooters, golf carts, ATV's, and similar vehicles are prohibited in event venue areas, as designated by the RAGBRAI Committee, unless specifically authorized by the RAGBRAI Committee or the Storm Lake Public Safety Department.

Section 21. Nuisance

The sale of food or merchandise, or the erection of a temporary facility for the sale of food or other merchandise, without the permit required by this Ordinance on July 19, 2015 and July 20, 2015 in violation of this Chapter shall be considered a nuisance as defined by Section 8-1-1(A) of this Municipal Code. If this type of nuisance is determined to exist by the Director of Public Safety, an emergency abatement procedure pursuant to 8-1-8 of the Municipal Code is hereby authorized and may be executed by any peace officer or those acting at their direction by dismantling and removing the nuisance without notice.

Section 22. Street Closings

During the Effective dates of this ordinance and without prior Council approval regarding the blocking of any city streets, any Storm Lake police officer, or those at their direction, may place barricades or road blocks in any City street, alley or roadway to redirect vehicular traffic in order to enhance the proper and safe flow of bicycle and vehicular traffic within the City limits of the City of Storm Lake.

Section 23. Non-Glass, Non-Metal Containers

To promote public safety during RAGBRAI, all beverages, both alcoholic and nonalcoholic, sold in Storm Lake, Iowa, by any business, food vendor, permittee, restaurant, service station, convenience store, grocery store, liquor store or other establishment from 6:00 a.m. on July 19, 2015 until 10:00 a.m. on July 20, 2015 shall be sold in non-glass, non-metal containers. With respect to a holder of a beer permit or a liquor license, this provision shall not apply to sales of beer, liquor or other beverage which are to be consumed off premise. Sales of any beverage by beer permit holder or liquor license holder which is to be consumed on the premises, whether within the building or outside the building if permitted by the beer permit or liquor license, shall not be served in glass containers but may be served in metal cans.

Section 24. Primary Entertainment Venue and Beverage Garden

The primary entertainment venue and the location of the beverage garden shall be on the Great Lawn located in Awaysis Park in the City of Storm Lake, as shown on the attached map which is incorporated by reference. The beverage garden shall be constructed so as to meet the requirements of the vendor's liquor liability insurance and the liquor license or beer permit.

Section 25. Metal and Glass Containers Prohibited

No person shall possess metal or glass containers within Awaysis Park in Storm Lake, Iowa between the hours of 6:00 a.m. on July 19, 2015, and 10:00 a.m. on July 20, 2015.

Section 26. Violations - Penalties

Selling or supplying food or merchandise to the public without the permit required by this Ordinance on July 19, 2015 or July 20, 2015, and any other violation of this Ordinance constitutes a municipal infraction under Chapter 1-20 of the Municipal Code of the City of Storm Lake, Iowa and Section 364.22 of the Code of Iowa. If a person sells or supplies food or merchandise to the public without the required permit, in addition to any other remedy available to the City of Storm Lake, Iowa, the RAGBRAI Committee, in its discretion, may nevertheless issue to the person the appropriate permit, subject to payment by the person of the required booth fee, regular late fee, and an additional late fee of \$1,000.00.

Section 27. Effective

The provisions of this Ordinance shall be in effect from the effective date of this Ordinance until 5:00 p.m. on July 20, 2015.

Section 28. Certain Ordinances Suspended

Effective July 19, 2015 at 6:00 a.m. to July 20, 2015 at 5:00 p.m., Section 9-10-2, Chapter 9-11 as related to bicycles, and Section 9-12-3 of the City Municipal Code shall be suspended and shall not be enforced.”

Section II. All previous ordinances or parts of such ordinances in conflict with provisions of this Ordinance are hereby repealed.

Section III. If any section, provision or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole, or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section IV. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/20/2015

Agenda Item # 18.



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: Mike Wilson, Community Development Director

SUBJECT: **Resolution No. 125-R-2014-2015 Approving The Contract For The Facade Renovation Project**

BACKGROUND: On February 24, 2015 the City accepted bids for the façade renovation project. Only one bid was received, that being from Cornerstone Commercial Contractors of Corning, Iowa. The bid was for \$650,111.00 which was 25% over the architect's final estimate.

The contractor was required to provide costs for each individual building. For the most part, in those instances where the bids were close to the estimate, those owners have committed to proceed with the project. In those instances where the bid far exceeded the estimate, those owners have declined to proceed.

There are nine building owners committed to proceed. The bid price for the work on those buildings is \$547,281; the estimate was \$544,880, a difference of .5%.

The contractor has provided a change order which includes a full bid reduction for those owners who declined to proceed. The change order also includes a scope reduction on one building and alternate work on four buildings.

The grant administrator has requested approval from IEDA to move forward even though the scope of the project is less than originally intended. That approval is pending as of this writing.

Approval of the contract at this time **is subject to IEDA granting their concurrence to proceed with the project as proposed**, approval of the change order and subject receipt of necessary bonds and evidence of insurance. Approval is sought now so that if IEDA concurrence is obtained in the next few days we can proceed immediately.

FISCAL IMPACT:

Total cost of the contract after the change order is approved is now estimated to be \$547,281. The total project cost is estimated to be \$717,163.50 which includes architect, grant administration, historical survey, grant writing, and legal and admin costs.

Revenues on the project include Grant funding of \$500,000 (Subject to approval by IEDA considering the change in scope), a private investment from the property owners of \$164,184, and City funding of \$52,979.50.

RECOMMENDATION: Adopt Resolution No. ____-R-2014-2015

ATTACHMENTS:

Description		Type
	Contract - Downtown Facade	Contract
	Resolution No. 125-R-2014-2015	Resolution



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Sixth day of April in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Storm Lake

620 Erie Street, PO Box 1086

Storm Lake, IA 50588

Phone Number: 712-732-8000

Website: www.stormlake.org

and the Contractor:

(Name, legal status, address and other information)

Cornerstone Commercial Contractors, Inc.

401 7th Street

Corning, IA 50841-1615

Phone Number: 641-322-3862

Website: www.cornercc.com

for the following Project:

(Name, location and detailed description)

Storm Lake Main Street Façade Rehabilitation

Storm Lake, IA

The Architect:

(Name, legal status, address and other information)

RDG IA Inc

2013.484.00 10.1.1

d/b/a RDG Planning & Design

301 Grand Avenue

Des Moines, IA 50309-1718

Phone Number: 515-288-3141

Website: www.rdgusa.com

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

November 30, 2015

Init.

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User Notes:

(1666665590)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$—)~~ Six Hundred Fifty Thousand One Hundred Eleven Dollars and Zero Cents (\$650,111.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid – No Alternates Taken

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 28th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 28th day of the next month.

If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~(—)~~ thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (—%)~~ five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (—%)~~ five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Init.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

Mike Wilson, Community Development Director
City of Storm Lake
620 Erie Street, PO Box 1086
Storm Lake, IA 50588
Phone Number: 712-732-8000
wilson@stormlake.org

§ 8.4 The Contractor's representative:
(Name, address and other information)

Jason Kentner, Owner
Cornerstone Commercial Contractors, Inc.
401 7th Street
Corning, IA 50841-1615
Phone Number: 641-322-3862

Init.

Website: www.cornercc.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
007313	Supplementary Conditions	2/3/2015	10
007315	Special Conditions of the Contract	2/3/2015	5

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A: Table of Contents

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B: Cover Sheet G1.1

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	2/17/2015	17

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

1. ~~AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:~~

2. Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents)

Init.

unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- i. Exhibit A Table of Contents attached hereto and incorporated herein by this reference.
- ii. Exhibit B Drawing Cover Sheet attached hereto and incorporated herein by this reference.
- iii. Exhibit C: Extension of Bid, dated March 23, 2015.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

~~(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)~~

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mayor or Designee
City of Storm Lake

(Printed name and title)

CONTRACTOR (Signature)

Jason Kentner, Owner
Cornerstone Commercial Contractors, Inc.

(Printed name and title)

Init.

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SECTION 00 01 10 – TABLE OF CONTENTS

Prepared By:	Section No.	Section Title	Pages
--------------	-------------	---------------	-------

PROCUREMENT AND CONTRACTING DOCUMENTS GROUP**DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS****INTRODUCTORY INFORMATION**

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ARCH	00 01 05	CERTIFICATION PAGE.....	1
ARCH	00 01 10	TABLE OF CONTENTS	5

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ARCH	00 21 13	INSTRUCTIONS TO BIDDERS	7
ARCH	00 26 00	PROCUREMENT SUBSTITUTION PROCEDURES	4
ARCH	00 41 13	BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT).....	3
ARCH	00 45 13	DOL BIDDER STATUS FORM	2

CONTRACTING REQUIREMENTS

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ARCH	00 61 13	BOND FORMS	1
ARCH	00 72 13	GENERAL CONDITIONS	1
		AIA DOCUMENT A201	39
ARCH	00 73 13	SUPPLEMENTARY CONDITIONS.....	10
	00 73 15	SPECIAL CONDITIONS OF THE CONTRACT	5
	00 73 43	WAGE RATE REQUIREMENTS.....	6
	00 73 73	FEDERAL LABOR STANDARDS PROVISIONS FORM HUD-4010.....	5

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ARCH	01 21 00	ALLOWANCES	2
ARCH	01 23 00	ALTERNATES	2
ARCH	01 25 00	SUBSTITUTION PROCEDURES	3
ARCH	01 26 00	CONTRACT MODIFICATION PROCEDURES	2

STORM LAKE - FACADE REHABILITATION
RDG: 2013.484.00

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ARCH	01 31 00	PROJECT MANAGEMENT AND COORDINATION.....	7
ARCH	01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION.....	4
ARCH	01 32 33	PHOTOGRAPHIC DOCUMENTATION	2
ARCH	01 33 00	SUBMITTAL PROCEDURES.....	10
ARCH	01 33 01	CADD/ELECTRONIC FILE TRANSFER AND USE AGREEMENT.....	1
ARCH	01 35 91	HISTORIC TREATMENT PROCEDURES	11
ARCH	01 40 00	QUALITY REQUIREMENTS	8
ARCH	01 42 00	REFERENCES.....	4
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NOT APPLICABLE

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NOT APPLICABLE

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ARCH	10 73 13	AWNINGS	7

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NOT APPLICABLE

DIVISION 12 – FURNISHINGS

NOT APPLICABLE

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NOT APPLICABLE

DIVISION 14 - CONVEYING EQUIPMENT

NOT APPLICABLE

FACILITY SERVICES SUBGROUP

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NOT APPLICABLE

DIVISION 22 – PLUMBING

NOT APPLICABLE

DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING

NOT APPLICABLE

DIVISION 26 – ELECTRICAL

NOT APPLICABLE

DIVISION 27 - COMMUNICATIONS

NOT APPLICABLE

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

NOT APPLICABLE

SITE AND INFRASTRUCTURE SUBGROUP

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NOT APPLICABLE

DIVISION 32 - EXTERIOR IMPROVEMENTS

NOT APPLICABLE

DIVISION 33 – UTILITIES

NOT APPLICABLE

DIVISION 34 – TRANSPORTATION

NOT APPLICABLE

DIVISION 35 – WATERWAY AND MARINE CONSTRUCTION

NOT APPLICABLE

PROCESS EQUIPMENT SUBGROUP

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NOT APPLICABLE

DIVISION 41 – MATERIAL PROCESSING AND HANDLING EQUIPMENT

NOT APPLICABLE

DIVISION 42 – PROCESS HEATING, COOLING, AND DRYING EQUIPMENT

NOT APPLICABLE

DIVISION 43 – PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT

NOT APPLICABLE

DIVISION 44 – POLLUTION CONTROL EQUIPMENT

NOT APPLICABLE

DIVISION 45 – INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT

NOT APPLICABLE

DIVISION 48 – ELECTRICAL POWER GENERATION

NOT APPLICABLE

Abbreviation	Company Name	Discipline:
ARCH	RDG Planning & Design	Architect
OWNER	City of Storm Lake, Iowa	Owner

END OF SECTION 00 01 10

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RDG PROJECT NUMBER: 2013.484.00

ISSUE DATE: 3 FEB 2015

DRAWING INDEX:

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ARCHITECTURE

A0.1	MATERIALS SYMBOLS LEGENDS ABBREVIATIONS
A0.2	SITE MAP GENERAL NOTES
A5.111	111-113-115 W RAILROAD STREET
A5.505	505 LAKE AVE
A5.506	506-508 LAKE AVE
A5.507	507 LAKE AVE
A5.514	514 LAKE AVE
A5.516	516 LAKE AVE
A5.517	517 LAKE AVE
A5.519	519-523 LAKE AVE
A5.524a	524-526 LAKE AVE
A5.524b	524-526 LAKE AVE
A5.524c	524-526 LAKE AVE
A5.608	608 LAKE AVE
A5.610	610 LAKE AVE
A5.612	612 LAKE AVE
A5.613	613 LAKE AVE

ARCHITECTURE

A5.615a	615 LAKE AVE
A5.615b	615 LAKE AVE
A5.619	619 LAKE AVE
A5.622	622 LAKE AVE
A10.1	DOOR SCHEDULE/ TYPES
A10.2	WINDOW SCHEDULE
A10.3	AWNING SCHEDULE
A10.4	DETAILS
A10.5	DETAILS
A10.6	DETAILS

ARCHITECTURAL

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly registered architect under the laws of the State of Iowa.

Davis G. Sanders, AIA

Reg. # 2553

Signature

June 30, 2015

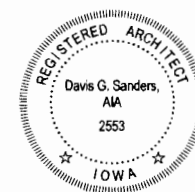
3 FEB 2015

Registration Expires

Date Issued

Pages or Sheets covered by this seal

As listed above.



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Cornerstone

March 23rd, 2015

RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309

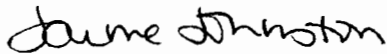
RE: Storm Lake Façade Rehabilitation-Bid Extension

Scotney,

Cornerstone Commercial Contractors, Inc. agrees to extend our bid proposal for the Storm Lake Façade Project to April 6th, 2015.

Please let us know if you need any further information.

Thank You,



Jaime Johnston
Project Coordinator



Commercial Contractors, Inc., 401 7th Street, Corning, Iowa 50841
641-322-3862 office • 641 322-3405 fax • comer@comercc.com email

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RESOLUTION NO. 125-R-2014-2015

RESOLUTION APPROVING CONSTRUCTION CONTRACT

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

That the construction contract for the construction of certain public improvements described in general as Downtown Façade Rehabilitation Project and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: GM Contracting, Lake Crystal, MN
Date of Contract: April 20, 2015
Portion of Project: All

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/20/2015

Agenda Item # 19.



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: Mike Wilson, Community Development Director

SUBJECT: **Resolution No. 126-R-2014-2015 Approving Change Order #1 To The Façade Renovation Contract**

BACKGROUND: This change order deletes the work entirely on six buildings, reduces the scope of work on one building and adds in the alternate work on four buildings.

The change order deletes work to the following buildings:

- 111 Railroad
- 514 Lake Ave.
- 516 Lake Ave.
- 517 Lake Ave.
- 610 Lake Ave.
- 612 Lake Ave.
- Reduces Masonry work on 608 Lake Ave.

The change order adds the following work:

- Adds Alternate #1 (Awning) to 505 Lake Ave.
- Adds Alternate #2 (2nd Floor Window) to 505 Lake Ave.
- Adds Alternate #4 (Light Fixtures & Side Street Windows) to 524 Lake Ave.

FISCAL IMPACT: This change order decreases the contract price by \$102,830 to a total contract price of \$547,281.

RECOMMENDATION: Adopt Resolution No. 126-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 126-R-2014-2015	Resolution
☐ Change order #1	Change Order

RESOLUTION NO. 126-R-2014-2015

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

To approve Change Order No. 1 to the contract with Cornerstone Commercial Contractors, Inc. for the Downtown Façade Renovation Project by the following:

1. Deleting the work entirely on six buildings which include: 111 Railroad Street, 514 Lake Ave., 516 Lake Ave., 517 Lake Ave., 610 Lake Ave., 612 Lake Ave and reduces masonry work on 608 Lake Ave.
2. Adds Alternate #1 (Awning) to 505 Lake Ave.
3. Adds Alternate #2 (2nd Floor Window) to 505 Lake Ave.
4. Adds Alternate #4 (Light Fixtures & Side Street Windows) to 524 Lake Ave.

The total cost for Change Order #1 is a deduction of \$102,830 to the contract. Total contract cost after Change Order #1 is \$547,281.00.

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk



AIA Document G701™ - 2001

Change Order

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT Main Street Façade Rehabilitation Storm Lake, Iowa TO CONTRACTOR Cornerstone Commercial Contractors, Inc. 401 7 th Street Corning, IA 50841-1615	CHANGE ORDER NUMBER: 1 DATE: April 6, 2015 ARCHITECT'S PROJECT NUMBER: 2013.484.00 FILE: 7.0.1 OWNER'S PROJECT NUMBER: N/A CONTRACT DATE: April 6, 2015 CONTRACT FOR: General Construction
---	--

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

COR 1	111: Delete ALL work to building	DEDUCT	\$	(20,526.00)
COR 1	505: Alternate #1 provide awning	ADD	\$	4,039.00
COR 1	505: Alternate #2 replace 2nd floor window	ADD	\$	15,500.00
COR 1	514: Delete ALL work to building	DEDUCT	\$	(9,611.00)
COR 1	516: Delete ALL work to building	DEDUCT	\$	(11,151.00)
COR 1	517: Delete ALL work to building	DEDUCT	\$	(52,154.00)
COR 1	524: Alternate #4 provide light fixtures and replace side street windows	ADD	\$	50,000.00
COR 1	608: masonry ONLY only and reduce that 50%	DEDUCT	\$	(25,542.00)
COR 1	610: Delete ALL work to building	DEDUCT	\$	(41,418.00)
COR 1	612: Delete ALL work to building	DEDUCT	\$	(25,822.00)
COR 1	615: Alternate #1 provide awning	ADD	\$	13,855.00
TOTAL				(\$102,830.00)

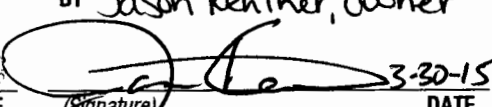
The original Contract Sum was		\$	650,111.00
The net change by previously authorized Change Orders	ADD	\$	—
The Contract Sum prior to this Change Order was		\$	650,111.00
The Contract Sum will be modified by this Change Order in the amount of	DEDUCT	\$	(102,830.00)
The new Contract Sum including this Change Order will be		\$	547,281.00

The contract time will be changed by..... 0 days.

The date of Substantial Completion as of the date of this Change Order therefore is..... **November 30, 2015**

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT RDG Planning & Design 301 Grand Ave. Des Moines, IA 50309-1718 ADDRESS Scotney Fenton, AIA BY  (Signature)	CONTRACTOR Cornerstone Commercial Contractors 401 7 th Street Corning, IA 50841-1615 ADDRESS Owner or Designee BY Jason Kehnert, owner  (Signature)	OWNER City of Storm Lake 620 Erie Street Storm Lake, IA 50588 ADDRESS Mayor or Designee BY (Signature)
DATE	DATE	DATE

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User Notes:

I:\Projects\2013\2013.484.00 Storm Lake, City of - Main St Façades\Text\07 Const Adm\7.0 Contract-Bond-Insur-CD\7.0.1 Contract-Bond-Insur-CD_Corstone\AIA-G701_Change Order_1-0_Storm Lake_blank.docx

(242450372)

Page 1

change order request 1

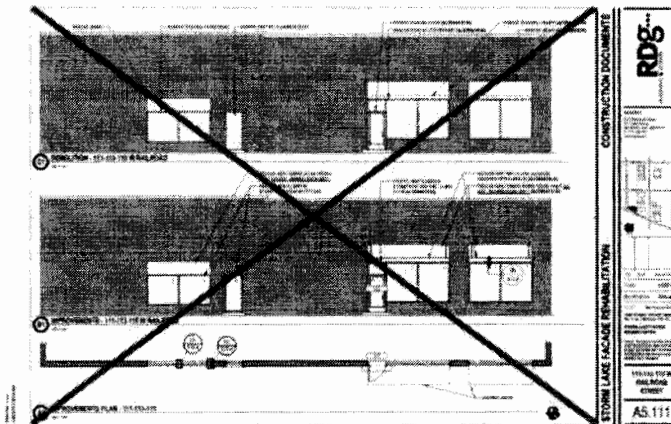
Date:	March 23, 2015		
Project:	Storm Lake Façade Rehabilitation		
Owner:	City of Storm Lake		
From Architect:	RDG Planning & Design	RDG Project No.:	2013.484.00 File No.: 7.0.1
To Contractor:	Cornerstone Commercial Contractors	Contract for:	General Construction
E-Distribution:	Jason Kentner Mike Wilson Melanie Mitchell	Cornerstone Commercial Contractors Community Development Director, City of Storm Lake Simmering-Cory	

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. This is not a Change Order nor a direction to proceed with the Work described herein.

Description: **Changes to Project Scope**

Provide cost changes for each building, as this will affect the owner's matching contribution share.

111: Delete ALL work to this building.



Reference:

Attachments: None

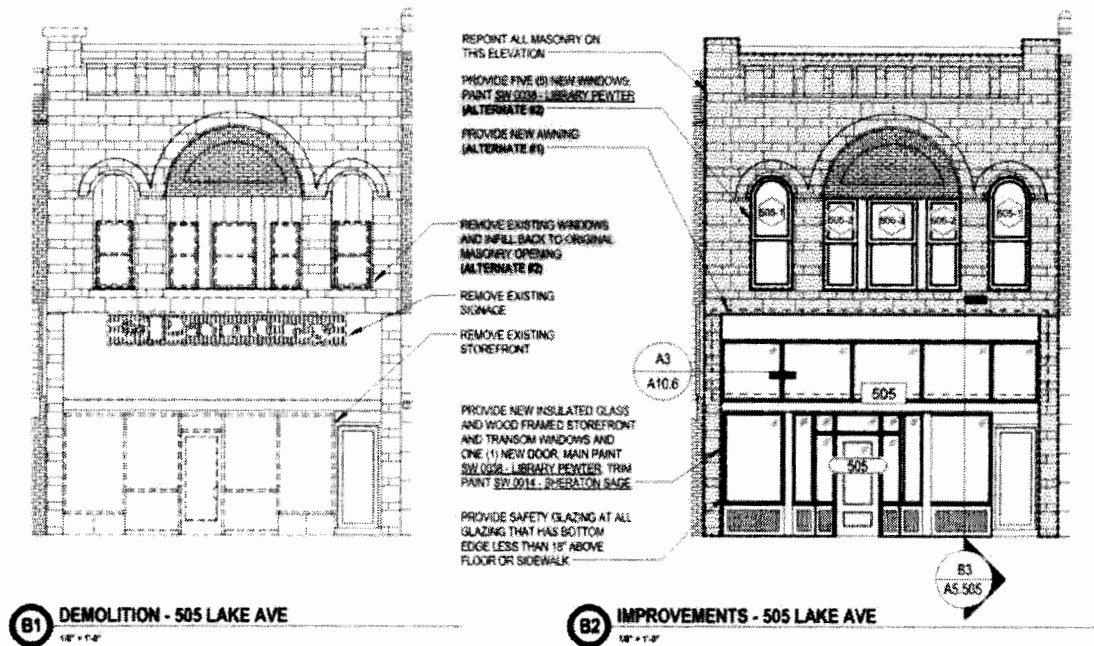
Prepared by: Scotney Fenton, AIA RDG Planning & Design



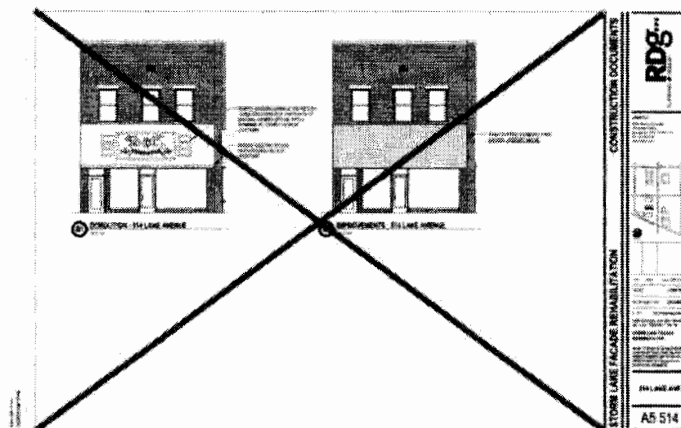
change order request 1

505: Provide awning as per Alternate #1.

505: Replace 5 windows at 2nd floor as per Alternate #2.



514: Delete ALL work to this building.



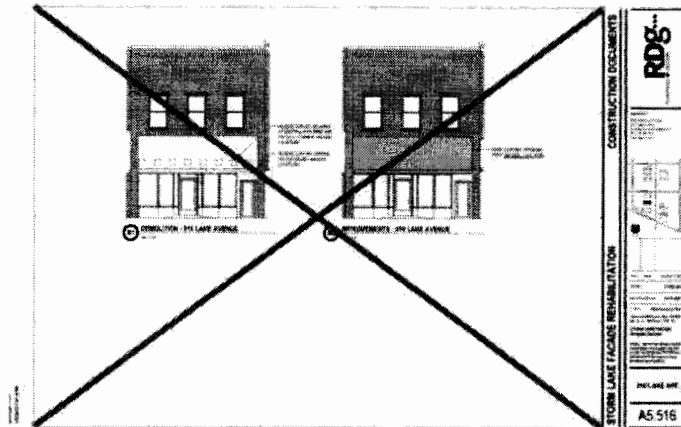
Reference:

Attachments: None

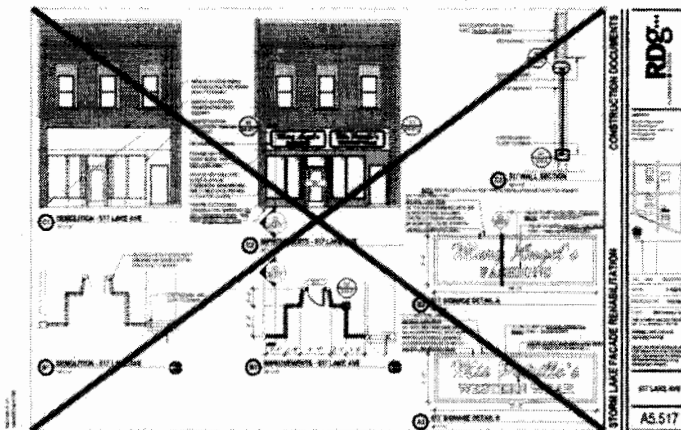
Prepared by: Scotney Fenton, AIA RDG Planning & Design

change order request 1

516: Delete ALL work to this building.



517: Delete ALL work to this building.



Reference:

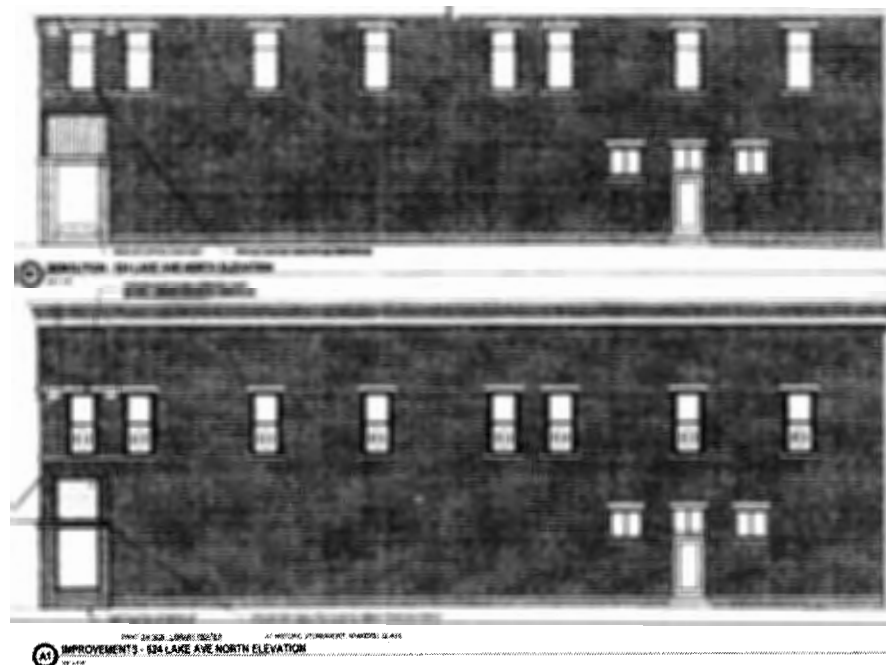
Attachments: None

Prepared by: Scotney Fenton, AIA RDG Planning & Design



change order request 1

524: Provide 3 light fixtures at the front façade, and replace 8 windows at 2nd floor at side street façade, as per Alternate #4.



Reference:

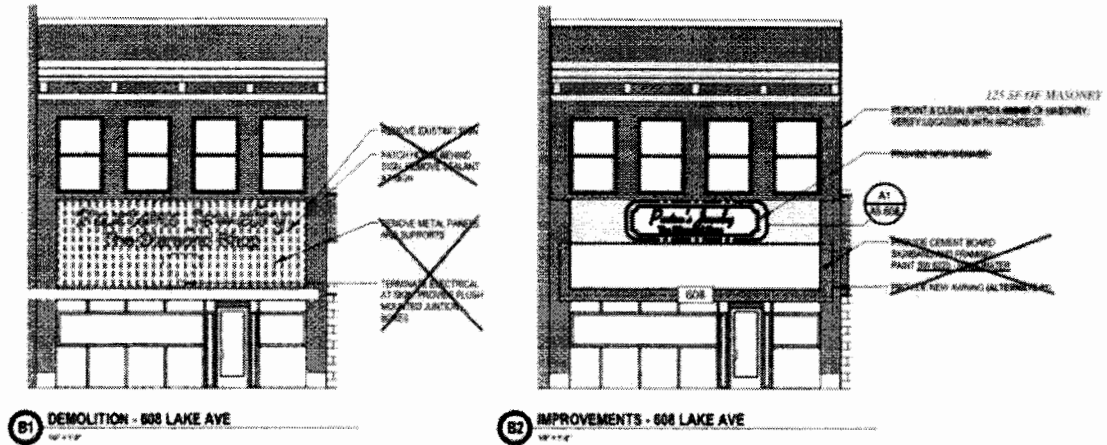
Attachments: None

Prepared by: Scotney Fenton, AIA RDG Planning & Design

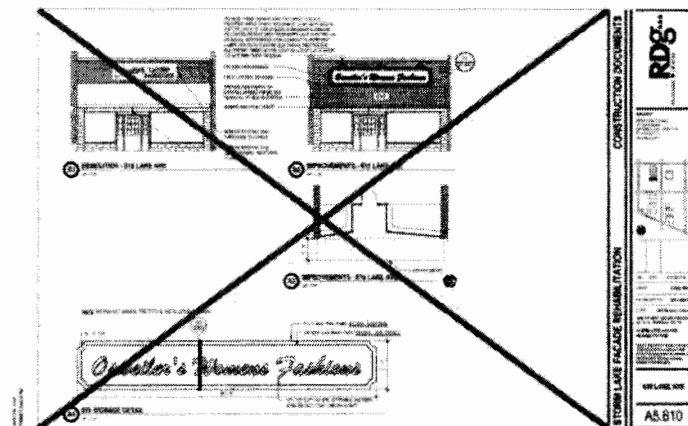


change order request 1

608: Provide ONLY the masonry work AND reduce the masonry work scope by 50% (to 125 SF of masonry of repaint and clean, verify locations with architect.)



610: Delete ALL work to this building.



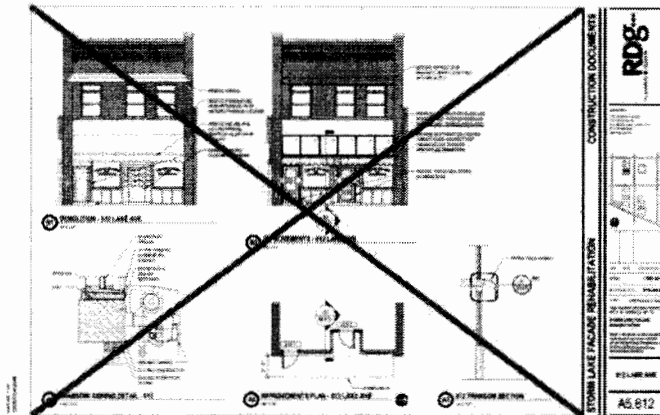
Reference:

Attachments: None

Prepared by: Scotney Fenton, AIA RDG Planning & Design

change order request 1

612: Delete ALL work to this building.



615: Provide 2 awnings as per Alternate #1.



Note: do not perform any work to 622. (Alternate #5 was declined.)

Reference:

Attachments: None

Prepared by: Scotney Fenton, AIA RDG Planning & Design



Storm Lake Façade Rehabilitation

Bid Breakdown by Property

Cornerstone

Commercial Contractors

<u>Address</u>	<u>Scope</u>	<u>Amount</u>	<u>Total Base</u>	<u>Alt. Total</u>	<u>Total Building</u>
Building #1					
111-113-115 W. Railroad	Glass	-			
	Paint	-			
	Carpentry	-			
	Lumber	-			
	General Conditions	-	-		
	Alt. #3 Carpentry	-			
	Alt. #3 Glass	-			
	Alt. #3 Hardware	-			
	Alt. #3 Canopies	-			
	Alt. #3 Paint	-			
	Alt. #3 General Conditions	-		-	-
Building #2					
505 Lake	Masonry	14,900.00			
	Glass	8,600.00			
	Carpentry	11,500.00			
	Door	3,090.00			
	Hardware	2,185.00			
	Flooring	3,500.00			
	Paint	4,675.00			
	Lumber	3,845.00			
	General Conditions	24,385.00	76,680.00		
	Alt. #1 Awning	3,031.00			
	Alt. #1 General Conditions	1,008.00		4,039.00	
	Alt. #2 Carpentry	3,750.00			
	Alt. #2 Windows	5,370.00			
	Alt. #2 Paint	2,250.00			
	Alt. #2 General Conditions	4,130.00		15,500.00	96,219.00
Building #3					
506-508 Lake	Masonry	9,176.00			
	Carpentry	8,250.00			
	Windows	9,530.00			
	Awning	10,500.00			
	Paint	5,390.00			
	General Conditions	19,978.00	62,824.00		62,824.00
Building #4					
507 Lake	Masonry	12,000.00			
	Windows	5,567.00			
	Signage	1,269.00			

		Paint	4,140.00			
		Glass	250.00			
		Door	3,095.00			
		Hardware	2,186.00			
		Lumber	1,850.00			
		Carpentry	8,285.00			
		General Conditions	18,018.00	56,660.00		56,660.00
Building #5						
514 Lake		Carpentry	-			
		Paint	-			
		Masonry	-			
		General Conditions	-	-		-
Building #6						
516 Lake		Carpentry	-			
		Paint	-			
		Masonry	-			
		General Conditions	-	-		-
Building #7						
517 Lake		Masonry	-			
		Signage	-			
		Glass	-			
		Paint	-			
		Carpentry	-			
		Lumber	-			
		Window Film	-			
		General Conditions	-	-		-
Building #8						
519-521-523 Lake		Carpentry	9,000.00			
		Masonry	18,300.00			
		Windows	11,730.00			
		Electrical	500.00			
		Paint	3,780.00			
		General Conditions	20,195.00	63,505.00		63,505.00
Building #9						
524-526 Lake		Carpentry	3,000.00			
		Glass	23,330.00			
		Masonry	17,040.00			
		Awnings	12,400.00			
		Signage	1,000.00			
		Paint	5,580.00			
		General Conditions	29,072.00	91,422.00		
	Alt. #4	Electrical	18,000.00			
	Alt. #4	Carpentry	6,000.00			
	Alt. #4	Windows	7,570.00			
	Alt. #4	Paint	3,955.00			
	Alt. #4	General Conditions	14,475.00		50,000.00	141,422.00
Building #10						

608 Lake		Signage	-		
		Carpentry	-		
		Paint	-		
		Masonry	2,875.00		
		Electrical	-		
		Lumber	-		
		General Conditions	1,340.00	4,215.00	
	Alt. #1	Awning	-		
	Alt. #1	General Conditions	-	-	4,215.00
Building #11					
610 Lake		Carpentry	-		
		Paint	-		
		Signage	-		
		Electrical	-		
		Awning	-		
		Lumber	-		
		Masonry	-		
		General Conditions	-	-	-
Building #12					
612 Lake		Carpentry	-		
		Glass	-		
		Masonry	-		
		Paint	-		
		Lumber	-		
		General Conditions	-	-	
	Alt. #1	Awning	-		
	Alt. #1	General Conditions	-	-	
	Alt. #3	Doors	-		
	Alt. #3	Carpentry	-		
	Alt. #3	Paint	-		
	Alt. #3	Hardware	-		
	Alt. #3	General Conditions	-	-	-
Building #13					
613 Lake		Glass	20,600.00		
		Metal Cap	1,200.00		
		Carpentry	14,500.00		
		Paint	2,755.00		
		Lumber	13,650.00		
		Tile	4,000.00		
		General Conditions	26,440.00	83,145.00	83,145.00
Building #14					
615 Lake		Carpentry	4,500.00		
		Paint	4,320.00		
		Signage	3,522.00		
		Masonry	1,200.00		
		Lumber	2,000.00		
		General Conditions	7,247.00	22,789.00	

	Alt. #1	Awnings	10,400.00		
	Alt. #1	General Conditions	3,455.00	13,855.00	36,644.00
Building #15					
619 Lake		Masonry	1,805.00		
		General Conditions	842.00	2,647.00	2,647.00

Building #16

622 Lake	Alt. #5	Carpentry	-		
	Alt. #5	Storm Windows	-		
	Alt. #5	Masonry	-		
	Alt. #5	Paint	-		
	Alt. #5	Window Rehab	-		
	Alt. #5	General Conditions	-	-	-

Base Bid Total	<u>463,887.00</u>
Alt. #1 Total	<u>17,894.00</u>
Alt. #2 Total	<u>15,500.00</u>
Alt. #3 Total	<u>-</u>
Alt. #4 Total	<u>50,000.00</u>
Alt. #5 Total	<u>-</u>
Total Bid w/alt.	<u>547,281.00</u>

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Storm Lake Façade Rehabilitation

Bid Breakdown by Property

Cornerstone

Commercial Contractors

<u>Address</u>	<u>Scope</u>	<u>Amount</u>	<u>Total Base</u>	<u>Alt. Total</u>	<u>Total Building</u>
Building #1					
111-113-115 W. Railroad	Glass	9,864.00			
	Paint	1,135.00			
	Carpentry	1,500.00			
	Lumber	1,500.00			
	General Conditions	6,527.00	20,526.00		
	Alt. #3 Carpentry	2,500.00			
	Alt. #3 Glass	12,660.00			
	Alt. #3 Hardware	4,281.00			
	Alt. #3 Canopies	18,840.00			
	Alt. #3 Paint	1,672.00			
	Alt. #3 General Conditions	13,727.00		53,680.00	74,206.00
Building #2					
505 Lake	Masonry	14,900.00			
	Glass	8,600.00			
	Carpentry	11,500.00			
	Door	3,090.00			
	Hardware	2,185.00			
	Flooring	3,500.00			
	Paint	4,675.00			
	Lumber	3,845.00			
	General Conditions	24,385.00	76,680.00		
	Alt. #1 Awning	3,031.00			
	Alt. #1 General Conditions	1,008.00		4,039.00	
	Alt. #2 Carpentry	3,750.00			
	Alt. #2 Windows	5,370.00			
	Alt. #2 Paint	2,250.00			
	Alt. #2 General Conditions	4,130.00		15,500.00	96,219.00
Building #3					
506-508 Lake	Masonry	9,176.00			
	Carpentry	8,250.00			
	Windows	9,530.00			
	Awning	10,500.00			
	Paint	5,390.00			
	General Conditions	19,978.00	62,824.00		62,824.00
Building #4					
507 Lake	Masonry	12,000.00			
	Windows	5,567.00			
	Signage	1,269.00			

		Paint	4,140.00			
		Glass	250.00			
		Door	3,095.00			
		Hardware	2,186.00			
		Lumber	1,850.00			
		Carpentry	8,285.00			
		General Conditions	18,018.00	56,660.00		56,660.00
Building #5						
514 Lake		Carpentry	3,000.00			
		Paint	2,355.00			
		Masonry	1,200.00			
		General Conditions	3,056.00	9,611.00		9,611.00
Building #6						
516 Lake		Carpentry	2,535.00			
		Paint	3,870.00			
		Masonry	1,200.00			
		General Conditions	3,546.00	11,151.00		11,151.00
Building #7						
517 Lake		Masonry	3,700.00			
		Signage	2,293.00			
		Glass	17,450.00			
		Paint	2,960.00			
		Carpentry	5,500.00			
		Lumber	2,365.00			
		Window Film	1,300.00			
		General Conditions	16,586.00	52,154.00		52,154.00
Building #8						
519-521-523 Lake		Carpentry	9,000.00			
		Masonry	18,300.00			
		Windows	11,730.00			
		Electrical	500.00			
		Paint	3,780.00			
		General Conditions	20,195.00	63,505.00		63,505.00
Building #9						
524-526 Lake		Carpentry	3,000.00			
		Glass	23,330.00			
		Masonry	17,040.00			
		Awnings	12,400.00			
		Signage	1,000.00			
		Paint	5,580.00			
		General Conditions	29,072.00	91,422.00		
	Alt. #4	Electrical	18,000.00			
	Alt. #4	Carpentry	6,000.00			
	Alt. #4	Windows	7,570.00			
	Alt. #4	Paint	3,955.00			
	Alt. #4	General Conditions	14,475.00		50,000.00	141,422.00
Building #10						

608 Lake		Signage	3,774.00			
		Carpentry	4,750.00			
		Paint	3,240.00			
		Masonry	5,750.00			
		Electrical	500.00			
		Lumber	2,280.00			
		General Conditions	9,463.00	29,757.00		
	Alt. #1	Awning	3,259.00			
	Alt. #1	General Conditions	1,082.00		4,341.00	34,098.00
Building #11						
610 Lake		Carpentry	3,250.00			
		Paint	2,345.00			
		Signage	4,772.00			
		Electrical	13,500.00			
		Awning	2,580.00			
		Lumber	800.00			
		Masonry	1,000.00			
		General Conditions	13,171.00	41,418.00		41,418.00
Building #12						
612 Lake		Carpentry	4,500.00			
		Glass	5,140.00			
		Masonry	3,230.00			
		Paint	2,240.00			
		Lumber	2,500.00			
		General Conditions	8,212.00	25,822.00		
	Alt. #1	Awning	1,700.00			
	Alt. #1	General Conditions	565.00		2,265.00	
	Alt. #3	Doors	8,135.00			
	Alt. #3	Carpentry	2,000.00			
	Alt. #3	Paint	1,090.00			
	Alt. #3	Hardware	2,410.00			
	Alt. #3	General Conditions	4,685.00		18,320.00	46,407.00
Building #13						
613 Lake		Glass	20,600.00			
		Metal Cap	1,200.00			
		Carpentry	14,500.00			
		Paint	2,755.00			
		Lumber	13,650.00			
		Tile	4,000.00			
		General Conditions	26,440.00	83,145.00		83,145.00
Building #14						
615 Lake		Carpentry	4,500.00			
		Paint	4,320.00			
		Signage	3,522.00			
		Masonry	1,200.00			
		Lumber	2,000.00			
		General Conditions	7,247.00	22,789.00		

	Alt. #1	Awnings	10,400.00		
	Alt. #1	General Conditions	3,455.00	13,855.00	36,644.00
Building #15					
619 Lake		Masonry	1,805.00		
		General Conditions	842.00	2,647.00	2,647.00
Building #16					
622 Lake	Alt. #5	Carpentry	2,500.00		
	Alt. #5	Storm Windows	10,812.00		
	Alt. #5	Masonry	12,050.00		
	Alt. #5	Paint	8,090.00		
	Alt. #5	Window Rehab	36,690.00		
	Alt. #5	General Conditions	21,910.00	92,052.00	92,052.00
			Base Bid Total	650,111.00	
			Alt. #1 Total	24,500.00	
			Alt. #2 Total	15,500.00	
			Alt. #3 Total	72,000.00	
			Alt. #4 Total	50,000.00	
			Alt. #5 Total	92,052.00	
			Total Bid w/alt.	904,163.00	