



CITY OF CLEAR LAKE

15 North 6th Street • P.O. Box 185 • Clear Lake, IA 50428
Phone (641) 357-5267 • Fax (641) 357-8711
www.cityofclearlake.com

February 28, 2014

Mayor
NELSON P.
CRABB

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

City
Administrator
SCOTT
FLORY

The next meeting of the Clear Lake City Council is scheduled for Monday, **March 3, 2014**, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the enclosed agenda for the items discussed below.

COUNCIL MEMBERS

DANA
BRANT
Ward 1

TONY J.
NELSON
Ward 2

JIM
BOEHNKE
Ward 3

MIKE
CALLANAN
At Large

GARY
HUGI
At Large

ITEM #6A. FY 15 Municipal Budget proposal. The proposed tax rate for the City of Clear Lake for the 2015 fiscal year, which begins July 1, 2014, and end June 30, 2015, is \$10.54/\$1,000 of taxable valuation. This marks the 4th consecutive year that the City's tax rate has remained unchanged, since the \$0.50/\$1,000 of taxable valuation rate increase in FY 12 made necessary as the result of the voter-approved \$2.3 million general obligation bond referendum for the fire station building project. Prior to FY 12, the tax rate had remained unchanged at \$10.04/\$1,000 of taxable valuation for five (5) consecutive fiscal years. Once again, Clear Lake will feature one of the lowest tax rates in Iowa for cities with a population of greater than 5,000 in population.

The taxable valuation for FY 15 (1/1/13) continues the positive trend of growth in the Community. The taxable valuation for FY 15 is \$501,810,176, which is a 2.8% increase from FY 14. The proposed FY 15 budget reflects total expenditures among the various programs of \$14,827,906; of which \$7.2 million is directed towards operations & maintenance; \$6.4 million towards capital; and \$1.25 million towards debt service. The remaining schedule for budget consideration is as follows:

- March 3rd Conduct public hearing and adopt a final budget
- March 15th Certify budget to County Auditor.

ITEM #6B. Purchase of single-axle plow truck & snow equipment. The purchase of a replacement single-axle plow truck, with snow removal equipment package (plows, hydraulics, pre-wet system, box, and sander), was budgeted for in the FY 14 capital budget. The new truck will replace a 1994 single-axle plow truck, which will be disposed of by trade-in or outright sale. The City budgeted \$180,000 for the purchase. In order to receive the truck cab & chassis and complete the installation of the snow removal equipment package in time for the 2014-15 snow



season, it is necessary to order the equipment in March, 2014. The purchase is being funded entirely by Road Use Tax Fund revenues.

A request for sealed bid proposals was distributed to prospective bidders on February 6th. Responses were due to the Public Works Director on February 24th. A total of three (3) responses were submitted for the truck chassis & cab and a total of four (4) for the snow removal equipment package.

The City specifications for this truck included several recommendations from City snow removal operators. One of the recommendations was to have plow trucks with a rear wing plow and an underbody scraper. City staff also consulted with other public entities in Cerro Gordo County to learn more about their snow removal operations and recent like capital equipment purchases. The new style of plow truck would allow one truck to plow from center line to curb in a single-pass on most Clear Lake residential streets.

The truck cab & chassis was bid using Iowa DOT State bid compact purchasing pricing. The snow removal equipment package was bid separately from the truck cab & chassis for that reason. Based upon the City's specifications and consultation with other public entities in Cerro Gordo County who have recently made similar capital equipment purchases, the Public Works Director is recommending that the City purchase the 4x2 single-axle cab chassis plow truck chassis & cab from Interstate Motor Trucks (Mason City) in the amount of \$70,660 and the snow removal equipment package from Crysteel Truck Equipment (Lake Crystal, MN) \$100,620.

ITEM #6C. N. Shore Drive STP Street Reconstruction Project. At its February 17, 2014 meeting, the City Council conducted the required public hearing and then approved the proposed plans & specifications, form of contract, and estimate of cost for the Project. The City has been awarded a Federal-aid Surface Transportation Project (STP) grant from the Iowa Department of Transportation (DOT) in the amount of \$638,000 for the Project. A grant agreement between the City and the Iowa DOT was approved by the Council on November 18, 2013. Under the terms of the Agreement, the Project bid letting was conducted by the Iowa DOT on February 18th.

The engineer's estimate of the probable cost of construction was \$2,195,192. A total of three (3) bids were received from a total of six (6) general contractors holding plans on the project. The bids ranged from 6.2% to 17.4% over the engineer's estimate of the probable cost of construction. The lowest responsible responsive bid was submitted by

Wicks Construction (Decorah) in the amount of \$2,331,187.78 (\$136,000 over the engineer's estimate).

Construction on the underground infrastructure improvements will begin on approximately July 8, 2014, and is anticipated to be completed by late-November. Construction activities related to the "above-grade" and paving improvements will begin on or around April 6, 2015, and are to be completed by June 12, 2015.

ITEM #6D. Clear Lake Consolidated Urban Renewal Area Economic Development (regional warehouse & distribution center) Project.

At its regular meeting on February 17th, the City Council set the date for a public hearing on a proposed General Obligation Economic Development Loan Agreement with Windmill Realty, LLC for the general corporate purpose of undertaking an economic development project (regional warehouse & distribution facility) in the Larry Luker Memorial Industrial Park (Lots 6 & 7). Notice of hearing was published in the newspaper on February 19th, as required by law.

Windmill Realty, LLC serves primarily as an interim "placeholder" for the ultimate occupant and owner of the facility, which is a current "Fortune 100" Company. Upon completion of Project construction, which is estimated at approximately 18 months, the parent company's identity will be publicly released and Windmill Realty, LLC shall be dissolved and its rights under the Development Agreement shall be assignable to the parent company, subject to Council approval, in accordance with the terms of the Agreement.

The Project shall be comprised of an approximately 340,000 square foot warehouse and distribution facility. The Development Agreement proscribes a conservative new minimum property tax base to be created as the result of this project of not less than \$12,000,000. The current tax base on the property is roughly \$30,000. The estimated total capital investment is \$65 million. The Development Agreement also imposes certain employment requirements upon the Project, including establishing and maintaining a workforce of not less than 164 full-time employees, with minimum average annual salaries of \$39,000, by no later than October 1, 2018. Total annual payroll shall not be less than \$6,500,000.

Scott Flory
City Administrator

Smart Quote: "Democracy is the recurrent suspicion that more than half of the people are right more than half of the time."

-- E.B. White, American writer

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, MARCH 3, 2014
CITY HALL – COUNCIL CHAMBERS
6:30 P.M.

1. Call To Order by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
 - A. Minutes – February 17, 2014.
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - Amusement License: Rookies, (renewal).
 - Tree Trimmer's License: Affordable Arbor Tree Service, (new).
 - Excavator's License: McKiness Excavating, (renewal).
 - Liquor License: Class B Liquor License (LB) (Hotel/Motel) with Sunday Sales, Best Western Holiday Motor Lodge; Special Class C Liquor License (BW) (Beer/Wine) with Sunday Sales, (renewals).
4. Citizen's opportunity to address the Council on items not on the agenda:
 - In conformance with the City Council's Rules of Procedure, no action can occur on items presented during the Citizens Forum.
 - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
 - Speakers are limited to a maximum of five (5) minutes per person.
5. Unfinished Business:
6. New Business:
 - A. FY 2015 Municipal Budget proposal:
 - Review by Scott Flory, City Administrator.
 - Public Hearing.
 - **Motion** to close the Public Hearing.
 - Discussion and consideration of **Motion** by City Council.
 - **Motion** to approve **Resolution #14-22**, "A Resolution amending the current budget for the fiscal year ending on June 30, 2014 and adopting a budget for the fiscal year ending on June 30, 2015."
 - Discussion and consideration of **Motion** by City Council.

B. Purchase of a 2015 single-axle 4x2 truck chassis & cab and associated snow equipment for the Public Works Department:

- Introduction by Scott Flory, City Administrator.
- Review of bids and recommendation, Joe Weigel and Dave Whitehurst, CL Public Works Department.
- **Motion** to authorize the Purchase of a 2015 single-axle 4x2 truck chassis & cab and associated snow equipment for the Public Works Department.
- Discussion and consideration of motion by City Council.

C. North Shore Drive STP Street Reconstruction Project:

- Introduction by Scott Flory, City Administrator.
- Review of bid tabulation and recommendation, Jason Petersburg, P.E. Veenstra & Kimm.
- **Motion** to approve **Resolution #14-23**, "A Resolution Making an Award of Contract."
- Discussion and consideration of **Motion** by City Council.

D. Clear Lake Consolidated Urban Renewal Area Economic Development (Regional Warehouse & Distribution Center) Project:

- Introduction and review of request by Scott Flory, City Administrator and Brent Willett, President - NICEDEC.
- Public Hearing.
- **Motion** to close the Public Hearing.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #14-24**, "A Resolution expressing intent to enter into a General Obligation Economic Development Loan Agreement and approving a Preliminary Official Statement."
- Discussion and consideration of **Motion** by City Council.

E. Appointment of Rex McChesney as Interim Police Chief:

- Introduction by Scott Flory, City Administrator.
- Review of request by Mayor Nelson P. Crabb.
- **Motion** to approve Employment Agreement and appointment.
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

9. Public Works Director's Report:

- Traffic signal repairs at 1st Ave N. & N. 8th Street.
- Update regarding watermain breaks

10. City Administrator's Report:

11. City Attorney's Report:

12. Other Business: Review and update of proposed 2nd Amendment to Intergovernmental Agreement creating the Cerro Gordo County Area Solid Waste Agency by 2nd Ward City Council Member Tony Nelson.

13. Adjournment.

NEXT REGULAR MEETING – MARCH 17, 2014

17-143

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2014 - ENDING JUNE 30, 2015

The City of: Clear Lake County Name: CERRO GORDO Date Budget Adopted: 3/3/2014
(Date) xxx/xxx/xx

At a meeting of the City Council, held after the public hearing as required by law, as specified above, the proposed budget was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this City. There is attached a Long Term Debt Schedule Form 703 for the debt service needs, if any.

County Auditor Date Stamp		641-357-5267 <small>Telephone Number</small>	_____ <small>Signature</small>
January 1, 2013 Property Valuations			
		With Gas & Electric	Without Gas & Electric
Regular	2a	409,846,650	405,640,678
DEBT SERVICE	3a	500,062,346	495,856,374
Ag Land	4a	1,747,830	
			Last Official Census 7,777

		TAXES LEVIED			
Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General levy	5 3,201,021	3,168,171	43 7.81029
(384) Non-Voted Other Permissible Levies					
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9	0	47 0
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(16)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(18)	Amt Nec	Liability, property & self insurance costs	14 95,000	94,023	52 0.23179
12(22)	Amt Nec	Support of a Local Emerg.Mgmt. Comm.	462	0	465 0
(384) Voted Other Permissible Levies					
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(17)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(19)	1.00000	City Emergency Medical District	463	0	466 0
12(21)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
Total General Fund Regular Levies (5 thru 24)			25 3,296,021	3,262,194	
384.1	3.00375	Ag Land	26 5,250	5,250	63 3.00375
Total General Fund Tax Levies (25 + 26)			27 3,301,271	3,267,444	Do Not Add
Special Revenue Levies					
384.8	0.27000	Emergency (if general fund at levy limit)	28	0	64 0
384.6	Amt Nec	Police & Fire Retirement	29	0	0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30	Not at 8.10 Limit	Not at 8.10 Limit
Rules	Amt Nec	Other Employee Benefits	31 717,945	710,577	1.75174
Total Employee Benefit Levies (29,30,31)			32 717,945	710,577	65 1.75174
Sub Total Special Revenue Levies (28+32)			33 717,945	710,577	
Valuation					
386	As Req	<u>With Gas & Elec</u>	<u>Without Gas & Elec</u>		
	SSMID 1 (A)	(B)		34 0	66 0
	SSMID 2 (A)	(B)		35 0	67 0
	SSMID 3 (A)	(B)		36 0	68 0
	SSMID 4 (A)	(B)		37 0	69 0
	SSMID 5 (A)	(B)		555 0	565 0
	SSMID 6 (A)	(B)		556 0	566 0
	SSMID 7 (A)	(B)		1177 0	0
Total SSMID			38 0	0	Do Not Add
Total Special Revenue Levies			39 717,945	710,577	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 373,390	370,251	70 0.74669
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
Total Property Taxes (27+39+40+41)			42 4,392,606	4,348,272	72 10.54051

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that **DO NOT** meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.

**ADOPTED BUDGET SUMMARY
YEAR ENDED JUNE 30, 2015**

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2015 (J)	RE-ESTIMATED 2014 (K)	ACTUAL 2013 (L)
Revenues & Other Financing Sources											
Taxes Levied on Property	1	3,267,444	710,577		370,251	0			4,348,272	4,828,118	4,098,506
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0	0
Net Current Property Taxes	3	3,267,444	710,577		370,251	0			4,348,272	4,828,118	4,098,506
Delinquent Property Taxes	4	0	0		0	0			0	0	7,445
TIF Revenues	5			2,483,237					2,483,237	728,292	2,298,157
Other City Taxes	6	1,486,227	7,368		3,139	0			1,496,734	1,490,434	1,536,138
Licenses & Permits	7	93,600	0					0	93,600	93,600	86,736
Use of Money and Property	8	26,000	11,855	525	775	0	1,000	2,450	42,605	63,135	58,030
Intergovernmental	9	210,177	761,824	0	4,681	638,222		0	1,614,904	978,503	1,781,715
Charges for Fees & Service	10	438,800	0		0	0	0	1,800,000	2,238,800	2,216,800	2,215,569
Special Assessments	11	140,000	0		0	0		0	140,000	275,000	242,193
Miscellaneous	12	55,000	35,000		0	0	0	1,000	91,000	98,200	201,645
Sub-Total Revenues	13	5,717,248	1,526,624	2,483,762	378,846	638,222	1,000	1,803,450	12,549,152	10,772,082	12,526,134
Other Financing Sources:											
Total Transfers In	14	1,839,000	0	0	343,830	1,857,396	0	1,669,463	5,709,689	3,904,450	3,499,313
Proceeds of Debt	15	0	0	0	0	0		0	0	1,625,000	1,260,000
Proceeds of Capital Asset Sales	16	0	0	0	0	0		0	0	2,500	45,442
Total Revenues and Other Sources	17	7,556,248	1,526,624	2,483,762	722,676	2,495,618	1,000	3,472,913	18,258,841	16,304,032	17,330,889
Expenditures & Other Financing Uses											
Public Safety	18	2,341,385	450,660	0			0		2,792,045	2,857,583	3,769,045
Public Works	19	892,610	735,492	0			0		1,628,102	1,314,797	964,090
Health and Social Services	20	8,832	20	0			0		8,852	7,352	754
Culture and Recreation	21	1,063,982	150,210	0			0		1,214,192	1,247,960	1,049,044
Community and Economic Development	22	183,508	36,901	239,060			0		459,469	2,100,435	358,178
General Government	23	750,565	78,050	0			0		828,615	849,987	781,256
Debt Service	24	195,774	0	0	717,795		0		913,569	800,775	2,295,565
Capital Projects	25	0	6,500	0		2,387,500	0		2,394,000	1,549,500	1,198,646
Total Government Activities Expenditures	26	5,436,656	1,457,833	239,060	717,795	2,387,500	0		10,238,844	10,728,389	10,416,578
Business Type Proprietary: Enterprise & ISF	27							4,589,062	4,589,062	3,888,252	1,951,882
Total Gov & Bus Type Expenditures	28	5,436,656	1,457,833	239,060	717,795	2,387,500	0	4,589,062	14,827,906	14,616,641	12,368,460
Total Transfers Out	29	3,081,453	237,500	2,268,618	0	108,118	0	14,000	5,709,689	3,904,450	3,499,313
Total ALL Expenditures/Fund Transfers Out	30	8,518,109	1,695,333	2,507,678	717,795	2,495,618	0	4,603,062	20,537,595	18,521,091	15,867,773
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	31 32	-961,861	-168,709	-23,916	4,881	0	1,000	-1,130,149	-2,278,754	-2,217,059	1,463,116
Beginning Fund Balance July 1	33	3,080,102	1,869,654	-393,276	32,626	-379	358,368	21,041,799	25,988,894	28,205,953	26,742,837
Ending Fund Balance June 30	34	2,118,241	1,700,945	-417,192	37,507	-379	359,368	19,911,650	23,710,140	25,988,894	28,205,953

17-143

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION

To the Auditor of CERRO GORDO County, Iowa:

The City Council of Clear Lake in said County/Counties met on 03/03/14 at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. _____

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE : 2014
(AS AMENDED LAST ON _____.)

Be it Resolved by the Council of the City of Clear Lake

Section 1. Following notice published 02/19/14

and the public hearing held, 03/03/14 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	4,828,118	0	4,828,118
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	4,828,118	0	4,828,118
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	754,258	-25,966	728,292
Other City Taxes	6	1,515,434	-25,000	1,490,434
Licenses & Permits	7	87,650	5,950	93,600
Use of Money and Property	8	67,135	-4,000	63,135
Intergovernmental	9	1,540,472	-561,969	978,503
Charges for Services	10	2,242,200	-25,400	2,216,800
Special Assessments	11	175,000	100,000	275,000
Miscellaneous	12	97,000	1,200	98,200
Other Financing Sources	13	5,030,111	501,839	5,531,950
Total Revenues and Other Sources	14	16,337,378	-33,346	16,304,032
Expenditures & Other Financing Uses				
Public Safety	15	2,703,286	154,297	2,857,583
Public Works	16	1,336,638	-21,841	1,314,797
Health and Social Services	17	8,864	-1,512	7,352
Culture and Recreation	18	1,092,805	155,155	1,247,960
Community and Economic Development	19	427,934	1,672,501	2,100,435
General Government	20	864,617	-14,630	849,987
Debt Service	21	776,187	24,588	800,775
Capital Projects	22	2,624,000	-1,074,500	1,549,500
Total Government Activities Expenditures	23	9,834,331	894,058	10,728,389
Business Type / Enterprises	24	5,242,344	-1,354,092	3,888,252
Total Gov Activities & Business Expenditures	25	15,076,675	-460,034	14,616,641
Transfers Out	26	3,530,111	374,339	3,904,450
Total Expenditures/Transfers Out	27	18,606,786	-85,695	18,521,091
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-2,269,408	52,349	-2,217,059
	29			
Beginning Fund Balance July 1	30	26,371,141	1,834,812	28,205,953
Ending Fund Balance June 30	31	24,101,733	1,887,161	25,988,894

Passed this _____ day of _____
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

City of Clear Lake
Fy 13-14 Major Amendment Changes

Revenues

Decrease in TIF Revenue	\$	(25,966)	
Decrease in Local Option Sales Tax	\$	(40,000)	
Increase in Cable Franchise Fee	\$	15,000	
Increase in Dock Permit Fees	\$	6,000	
Decrease in Interest Revenue	\$	4,000	
Move N Shore Dr STP Grant to FY 2015	\$	(638,222)	
Adjust for Streetscape & Alley grant received in FY 2014	\$	53,253	
Increase in Road Use Tax Estimate	\$	20,000	
Increase in Sp Assess - CDBG #2, 10th Ave N, S 20th St	\$	100,000	
Decrease in Ambulance, Pool & Park & Rec Revenues	\$	(30,000)	
Increase in Bond Proceeds for Economic Development	\$	1,625,000	
Remove Northwest Water Tower bonds	\$	(1,500,000)	
Change in Transfers	\$	374,339	
Total Revenue Changes			\$ (36,596)
Original Fy 14 Revenues	\$	16,337,378	
Amended Fy 14 Revenues	\$	16,304,032	
Budgeted to amended revenue change			\$ (33,346)

Expenditures

Fy 13 Projects carried into Fy 14

S 20th Street	\$	301,500	
Rec Land Trail Project	\$	76,000	
Cemetery Site Grading	\$	10,000	
Highway 18 Watermain	\$	160,000	
Total			\$ 547,500

Fy 14 Projects Delayed

N Shore Drive STP	\$	(2,057,000)	
Sidewalk Project	\$	(100,000)	
Sanitary/Storm Sewer Lining	\$	(285,000)	
12th Ave S Watermain Bottleneck	\$	(150,000)	
Total			\$ (2,592,000)

Fy 14 Project cost adjustments

Overlay Project	\$	100,000	
NW Water tower - November 2014 Completion	\$	(800,000)	
City Hall/Police remodel - December 2014 Completion	\$	120,000	
Total			\$ (580,000)

New Projects in Fy 14

Ambulance	\$	170,000	
Library Boiler	\$	16,500	
14th Ave S Lake Approach	\$	35,000	
Water Plant Evaluation & High Service Pump	\$	222,000	
RDG Water tower area study	\$	15,000	
Economic Development Project	\$	1,675,000	
Total			\$ 2,133,500

Other Changes

Police, Public Works Computer Servers	\$	15,000	
City Hall Copier	\$	6,000	
Total			\$ 21,000

Total Expenditure Changes **\$ (470,000)**

Original Fy 14 Expenditures, Excluding Transfers	\$	15,076,675	
Amended Fy 14 Expenditures, Excluding Transfers	\$	14,616,641	
Budget to Amendment expenditure change			\$ (460,034)

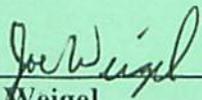
FY 14 budget includes \$180,000 for the purchase of the 2015 Truck Chassis equipped with a dump body, hydraulics, front-mount snowplow, rear mount 9' patrol wing, HD fixed angle scraper and Pre-Wet System. Staff uses the vehicle and equipment primarily for snow removal and shoulder edging, and for other maintenance purposes. Staff sent out RFP's on February 6th and received four bids on February 4th, 2014.

The City received four quote proposals in response to its solicitation, of which three of them met the City's Specifications. The lowest quote proposal submitted by Hiway Truck Equipment of Fort Dodge, Iowa in the amount of \$95,731 did not meet our specifications for the equipment. The specifications allowed for pre-approved equal equipment and also required that any deviations or exceptions must be clearly detailed on the attached sheet labeled "Exceptions to Bid Specifications Sheet B" or bid may be disqualified. The dealer bid from Hiway Truck Equipment did not note any exceptions in their bid.

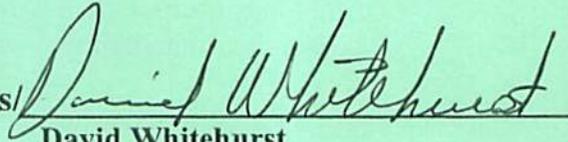
After reviewing the bids and specifications and consideration of performance, previous experience and quality of service with dealers and conversations with other government agencies, mechanics etc., City staff believes that the best bid is from Crysteel Truck Equipment of Lake Crystal, Minnesota and we recommend purchasing the base equipment and optional equipment for a total bid of \$100,620.

The City budgeted \$180,000 in FY-14 for the purchase of the truck chassis and above snow plow equipment. Therefore, the total cost of the completed unit, with truck chassis and snow equipment as recommended is \$181,780 without trade or sale of City's 1994 International Truck and \$171,280 if City opts to trade in the existing 1994 truck and plow.

It is estimated to take 7 months from order date for dealer to all equipment and to complete the installation of the equipment. Installation completion date is to be no later than October 6th, 2014 per the specifications.



Joe Weigel
Public Works Director



David Whitehurst

BID SUMMARY

FOR

2015 SINGLE AXLE TRUCK CHASSIS

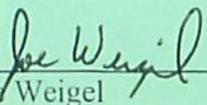
	Interstate Motor Trucks Mason City, IA	O'Halloran International Des Moines, IA	Harrison Truck Centers Clear Lake, IA
Single Axle Truck Chassis	\$81,160	\$86,027	\$79,656
Less trade 1994 Int. Truck and Plow	(\$10,500)	(\$8,000)	(\$9,000)
Total Net Price	\$70,660	\$78,027	\$70,656

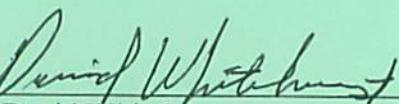
After reviewing the bids and specifications, City staff believes that the best bid is from Interstate Motor Trucks of Mason City, Iowa, at a total net cost of \$70,660.

City staff is recommending the purchase of the International Truck over the Freightliner for the following reasons:

1. International has a DOC (Diesel Oxidation Catalyst) system and has been proven to be more reliable and less maintenance than SCR (Urea System). All brands of trucks using the Urea System are having trouble with freezing and sensors malfunctioning in winter months
2. The Freightliner has just entered the plow truck class in recent years. International has been well established for the last 40 years, not only with the City of Clear Lake but also all other government agencies

The City has budgeted \$180,000 for the purchase of the truck chassis and snow plow equipment.

S/ 
Joe Weigel
Public Works Director

S/ 
David Whitehurst

**BID SUMMARY
FOR
SNOW PLOW TRUCK EQUIPMENT**

		Crysteel Truck Equipment Lake Crystal, MN	Hawkeye Truck Equipment Des Moines, IA	Hiway Truck Equipment Fort Dodge, IA	Monroe Truck Equipment Monroe, WI
BASE EQUIPMENT					
12' Radius Dump Spreader Box	Price	\$ <u>41,795.00</u>	\$ <u>44,345.00</u>	\$ <u>33,877.00</u>	\$ <u>41,982.00</u>
Hydraulics		\$ <u>26,435.00</u>	\$ <u>27,142.00</u>	\$ <u>26,096.00</u>	\$ <u>26,591.00</u>
11' Power Reversing Plow		\$ <u>6,210.00</u>	\$ <u>7,218.00</u>	\$ <u>8,509.00</u>	\$ <u>6,381.00</u>
Quick Hitch		\$ <u>4,625.00</u>	\$ <u>5,995.00</u>	\$ <u>2,000.00</u>	\$ <u>4,763.00</u>
OPTIONAL EQUIPMENT					
Rear Mount 9' Patrol Wing		\$ <u>9,535.00</u>	\$ <u>10,431.00</u>	\$ <u>8,799.00</u>	\$ <u>9,677.00</u>
HD Fixed Angle Scraper		\$ <u>6,925.00</u>	\$ <u>7,495.00</u>	\$ <u>10,679.00</u>	\$ <u>7,151.00</u>
Pre-Wet Liquid System		\$ <u>5,095.00</u>	\$ <u>6,138.00</u>	\$ <u>5,771.00</u>	\$ <u>5,178.00</u>
Total Price		\$<u>100,620.00</u>	\$<u>108,764.00</u>	\$<u>95,731.00</u>	\$<u>101,723.00</u>



CITY OF CLEAR LAKE
PUBLIC WORKS DEPARTMENT

1419 2nd Avenue South • P.O. Box 185 • Clear Lake, IA 50428

Phone (641) 357-6135 • FAX (641) 357-6150

www.cityofclearlake.com

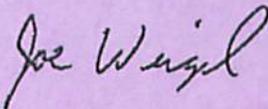
February 6th, 2014

To Whom It May Concern:

Enclosed is a request for proposal packet soliciting quotations for one single axle truck chassis. It includes the "Request for Quotations", "General Conditions", "Specifications", and a "Price Schedule". We will be accepting quotes until 10:00 a.m. February 20th, 2014.

Feel free to call with any questions.

Sincerely,



Enc.

**Request for Quotations
Single Axle Truck Chassis**

The City of Clear Lake, Iowa, Public Works Department will accept written quotations at the office of the Public Works Director, 1419 2nd Avenue S, Clear Lake, IA until 10:00 a.m. February 20, 2014, for the purchase of one single axle truck chassis. The quote shall be submitted on the "Price Schedule" sheet provided by the city and placed in a sealed envelope clearly marked "Single Axle Truck Chassis Quotation". Specification sheets shall be submitted in a separate envelope clearly marked "Single Axle Truck Chassis Specifications". The quotation shall be good for 30 days from the date of submittal.

Prices quoted are to be F.O.B., the City of Clear Lake Public Works Department, 1419 2nd Avenue S, Clear Lake, IA. The City of Clear Lake may accept or reject any or all quotations, to award the quote in part or in whole, and to waive any informalities or irregularities, and to accept any proposal which is deemed most favorable to the City of Clear Lake. The trade-in will be as listed.

The specifications set out herein are considered to be required and are minimums. Any item which exceeds these specifications will be given due consideration. The bidder shall list on the attached sheet labeled "Exceptions to bid specifications Sheet B" any variations from, or exceptions to, the conditions and specifications of this bid. New units from the current model year are to be quoted.

General Conditions

Quotations will be for one single axle truck chassis. The chassis shall be able to handle a front mounted 11' snowplow, 9' rear mount patrol wing, 11' fixed angle underbody scraper and 12' radius dump spreader box, and have a load capacity of 37,000 GVWR. Quotations must be submitted in a sealed envelope on the enclosed "Price Schedule".

Standard specification sheets used by the dealer may also be included to list all items which may be in excess of the minimum specified for this vehicle. Dealer specification sheets along with a copy of the City's specification sheets shall be enclosed in a separate envelope marked "Single Axle Truck Chassis Specifications".

The net price for one single axle truck chassis shall be quoted as cash price less discount, if applicable. The net price shall be paid within 30 days from acceptance of vehicle. At the time of confirmation, a purchase order will be issued in that amount. If the trade-in is awarded to the dealer, the quoted trade-in value shall be deducted from the invoice. **A \$25.00 per calendar day penalty will be assessed for every day past the dealers specified delivery date. The dealer in the specifications shall specify the delivery date. Estimated time frame for delivery date shall not be accepted.**

Warranties are to be listed for the single axle truck chassis on the "price schedule" sheet. Also list any available extended warranty with corresponding cost. **THE DEALER SHALL BE RESPONSIBLE FOR THE COST OF PICKUP AND DELIVERY OF THE SINGLE AXLE TRUCK CHASSIS FOR SERVICE AND MAINTENANCE DURING THE EXTENT OF THE WARRANTY.**

The trade-in will be as listed. The trade-in shall be valued as-is, with 11' front mounted plow. The City will not assume responsibility for normal wear or deterioration of the single axle truck chassis, but will continue normal lubrications and minor maintenance. The City reserves the right to sell or dispose of any trade-in up to and until the date of delivery of the new single axle truck chassis.

The equipment to be traded may be examined at the Clear Lake Public Works Department. It may become necessary to make an appointment at least 24 hours in advance. The equipment offered for trade-in is as follows:

1994 International 4900 4X2 Plow Truck with 11' Reversible Plow.

Contact: Dave Whitehurst
(641-529-2036)

SPECIFICATIONS

Base Chassis, Model 4x2 with 191.0 Wheelbase, 123" CA, 75" AF
TOWHOOK, FRONT (2) Frame Mounted

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.822" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Steel, Swept Back

Includes

: BUMPER, FRONT Powder Coated Gray (Argent) Color

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 189" (480cm) Through and Including 256" (650cm)

AXLE, FRONT NON-DRIVING (Meritor MFS-14-143A) Wide Track, I-Beam Type, 14,000-lb Capacity

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; With Shock Absorbers

Includes

: SPRING PINS Rubber Bushings, Maintenance-Free

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: DUST SHIELDS, FRONT BRAKE

: DUST SHIELDS, REAR BRAKE

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located In Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SLACK ADJUSTERS, FRONT Automatic

: SLACK ADJUSTERS, REAR Automatic

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4

Notes

: Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.

DRAIN VALVE (Berg) Manual; With Pull Chain, for Air Tank

Includes

: DRAIN VALVE Mounted in Wet Tank

AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)

AIR DRYER (Bendix AD-IP) With Heater

Includes

: AIR DRYER LOCATION Inside Left Rail, Back of Cab

BRAKE CHAMBERS, FRONT AXLE (Haldex) 20 SqIn

BRAKE CHAMBERS, REAR AXLE (Haldex GC3030LHDHD) 30/30 Spring Brake

Includes

: BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x8 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.

BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

Notes

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

AIR COMPRESSOR (Bendix Tu-Flo 550) 13.2 CFM Capacity

AIR DRYER LOCATION Mounted Outside Left Rail 25" BOC

AIR TANK LOCATION (2) : Two Mounted 25" Back of Cab, Outside Right Rail, with 24" Ground Clearance

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 2-Spoke, 18" Diam., Black

STEERING GEAR (Sheppard M-100) Power

EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard

Includes

: EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height)

: MUFFLER/TAIL PIPE GUARD Non-Bright Finish

TAIL PIPE (1) Tumbuck Type, Bright, for Single Exhaust

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: BATTERY BOX Steel with Plastic Lid

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: FUSES, ELECTRICAL SAE Blade-Type

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels

: HORN, ELECTRIC Single

: JUMP START STUD Located on Positive Terminal of Outermost Battery

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: RUNNING LIGHT (2) Daytime, Included With Headlights

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2)

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR (Laece-Neville AV1160P2013) Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense

BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM (International) Maintenance-Free, (3) 12-Volt 1950CCA Total

2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

RADIO AM/FM/WB/Clock/3MM Auxillary Input, with Multiple Speakers

AUXILIARY HARNESS 3.0' for Auxillary Front Head Lights and Turn Signals for Front Plow Applications

BATTERY BOX Aluminum, with Plastic Cover; Mounted 35" Back of Cab, Left Side Perpendicular to Frame Rail

SWITCH, BODY CIRCUITS, MID for Bodybuilder, 6 Momentary Switches in Instrument Panel; One Power Module with 6 Channels, 20 Amp Max. Per Channel, 80 Amp Max Output, Switches Control Power Module Through Multiplex Wiring, Mounted in Cab Behind Driver Seat

HORN, AIR Black, Single Trumpet, Air Solenoid Operated

BACK-UP ALARM (Preco 1059) Electronic; Solid State, Dual Function, 112 dBA

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

HEADLIGHTS Long Life Halogen; for Two Light System

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt; less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL With Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses

SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at PDC and Control in Cab

FENDER EXTENSIONS Rubber

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

BUG SCREEN Front End; Mounted Behind Grille

FRONT END Tinting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "GN"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PAINT CLASS Premium Color

CLUTCH Omit Item (Clutch & Control)

OIL FILTER, ENGINE (Hudgins Model 960 Spinner)

PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

BLOCK HEATER, ENGINE (Phillips) 120 Volt/1250 Watt

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE, DIESEL (MaxxForce 9) EPA 10, 330 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed

Includes

: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)

: ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce Engines

: COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control

: CRUISE CONTROL Electronic; Controls Integral to Steering Wheel

: ENGINE OIL DRAIN PLUG Magnetic

: ENGINE SHUTDOWN Electric, Key Operated

: FUEL FILTER Included with Fuel/Water Separator

: FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted

: GOVERNOR Electronic

: OIL FILTER, ENGINE Spin-On Type

: WET TYPE CYLINDER SLEEVES

FAN DRIVE (Borg-Warner SA85) Viscous Type, Screw On

Includes

: FAN Nylon

RADIATOR Aluminum, Front to Back Cross Flow, Series System; 1588 SqIn Core and 885 SqIn Charge Air Cooler and 470 SqIn Low Temperature Radiator Down Flow, Includes Transmission Oil Cooler

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014; MaxxForce 9 & MaxxForce 10 Engines

AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control

Includes

: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce post 2007 Emissions Electronic Engines

EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations

TRANSMISSION, AUTOMATIC (Allison 3500_RDS_P) 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

TRANSMISSION SHIFT CONTROL (Allison) Push-Button Type; for Allison 3000 & 4000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

SHIFT CONTROL PARAMETERS Allison Performance Programming in Primary and Allison Economy Programming in Secondary

PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring

AXLE, REAR, SINGLE (Meritor RS-30-185) Single Reduction, Standard Track, 30,000-lb Capacity, T Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 6.14

Includes

: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle

Notes

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

: When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance

SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 31,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring

Notes

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

SHOCK ABSORBERS, REAR (2)

AXLE, REAR, LUBE (EmGard 75W-90) Synthetic Oil; 40 thru 49.99 Pints

FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor

FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L Capacity, 16" Tank Depth, with Quick Connect Outlet, Mounted Left Side, Under Cab

CAB Conventional

Includes

: ARM REST (2) Molded Plastic; One Each Door

: CLEARANCE/MARKER LIGHTS (5) Flush Mounted

: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window

: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel

: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted

: GLASS, ALL WINDOWS Tinted

: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side

: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side

: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color

: STEP (4) Two Steps Per Door

GAUGE CLUSTER English With English Electronic Speedometer

Includes

: GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level

: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout

: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)

GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster

GAUGE, OIL TEMP, ALLISON TRAN

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER (National 2000) Air Suspension, High Back With Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust

Includes

: SEAT BELT 3-Point, Lap and Shoulder Belt Type

MIRROR, CONVEX, LOOK DOWN (Lang Mekra) Right Side; 6" x 10 1/4"

MIRRORS (2) (Lang Mekra) Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled; Black Heads, Brackets and Arms

SEAT, PASSENGER (National) Non Suspension, High Back With Integral Headrest, Cloth, With Fixed Back, With Under Seat Storage

CAB MOUNTING HEIGHT EFFECTS High Cab in Lieu of Mid High Cab Mounting (Approx. 4.5")

ARM REST, RIGHT, DRIVER SEAT

AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster

Includes

: HEATER HOSES Premium

: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps

: REFRIGERANT Hydrofluorocarbon HFC-134A

CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator

Notes

: Feature included with CAB INTERIOR TRIM, Premium

HOSE CLAMPS, HEATER HOSE (Breeze) Belleville Washer Type

INSTRUMENT PANEL Center Section, Flat Panel

WINDOW, POWER (2) And Power Door Locks, Left and Right Doors, Includes Express Down Feature

HVAC FRESH AIR FILTER

STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB INTERIOR TRIM Deluxe

Includes

: "A" PILLAR COVER Molded Plastic

: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering

: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket

: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors

: FLOOR COVERING Rubber, Black

: HEADLINER Soft Padded Cloth

: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section

: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door

: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console

CAB REAR SUSPENSION Air Bag Type

WINDSHIELD WIPER BLADES Snow Type

COWL TRAY LID

WHEEL, SPARE, DISC 22.5" Painted Steel, 10 Stud (285.75MM BC Hub Piloted) 9.00 DC Rim

WHEELS, FRONT DISC: 22.5" Painted Steel, 5 Hand Hole, 10-Stub (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs

Includes

: PAINT IDENTITY, FRONT WHEELS White

Notes

: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5

WHEELS, REAR DUAL DISC: 22.5" Painted Steel, 5 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount 9.00 DC Rims with Steel Hubs

Includes

: PAINT IDENTITY, REAR WHEELS White

Notes

: Compatible Tire Sizes: 12R22.5, 295/75R22.5, 295/80R22.5, 315/80R22.5

(4) TIRE, REAR 12R22.5 G262 MSD (GOODYEAR) 481 rev/mile, load range H, 16 ply

(2) TIRE, FRONT 12R22.5 XZY-3 (MICHELIN) 483 rev/mile, load range H, 16 ply

Cab schematic 100GN

Location 1: 6A23, Dark Blue (Prem)

Chassis schematic N/A

Bid to include Service CD and printed parts manual

Price Schedule

Single Axle Truck Chassis

Single Axle Truck Chassis

Net Price \$ _____

Discount \$ _____

Less Trade:

\$ _____

Extended Warranty

\$ _____

Total Net Price:

\$ _____

Company:

Address:

Phone:

Signature:

Date:

Delivery Date:

Please list and provide detailed literature of standard warranties for the single axle truck chassis:

Please list and provide detailed literature of any extended warranties:



CITY OF CLEAR LAKE

PUBLIC WORKS DEPARTMENT

1419 2nd Avenue South • P.O. Box 185 • Clear Lake, IA 50428

Phone (641) 357-6135 • FAX (641) 357-6150

www.cityofclearlake.com

February 6, 2014

TO: Potential Bidders
FROM: Joe Weigel, Public Works Director
CC: Dave Whitehurst, Public Works Department
RE: Request for Sealed Bid Proposal for Snowplow, Dump Body, Hydraulics, Rear Mount 9' Patrol Wing, HD Fixed Angle Scraper and Pre-Wet Liquid System.
Installed on the City's 2015 4X2 Truck Chassis

To Whom It May Concern:

This is to advise you that the City of Clear Lake will be accepting sealed bid proposals for the purchase and installation of a Snowplow, Dump Body, Hydraulics, Rear Mount 9' Patrol Wing, HD Fixed Angle Scraper and Pre-Wet Liquid System. **Only new current year equipment shall be quoted.** Sealed bids will be received at the Public Works Department, 1419 2nd Avenue South, Clear Lake, Iowa 50428, until 4:00 p.m. February 24th, 2014. Bids will be opened at 4:10 p.m., on February 24th, 2014. It is expected that the Council will consider the bids and make an award at its March 3, 2014 meeting.

Bid specifications are enclosed for your consideration. Bid proposals should be clearly marked as "Snowplow, Dump Body, Hydraulics, Rear Mount 9' Patrol Wing, HD Fixed Angle Scraper and Pre-Wet Liquid System" along with the "Dealer Name", and addressed to Joe Weigel, Public Works Director. All bids must be valid for a period of not less than forty-five (45) days from the date submitted. Bids must be submitted in a sealed envelope on the enclosed "Price Schedule" Sheet.

Please quote a purchase price for each itemized piece of Equipment as listed on the Price Schedule Sheet. The City may elect to delete certain itemized equipment. Bidder quotation shall include the description of the items to be provided to meet or exceed the minimum requirements. Any deviations or exceptions must be clearly detailed on the attached sheet labeled "Exceptions to Bid Specifications Sheet B" or bid may be disqualified. Should you have any questions or need additional information, you may contact Joe Weigel, or Dave Whitehurst at the Public Works Department, 641-357-6135.

The City of Clear Lake reserves the right to reject any and all bids and to waive any irregularities of informalities in any bid received and to accept the bid it deems in the best interest of the City of Clear Lake. **AWARD** – Award in part or in whole will be made to

the bidder whose proposal provides the greatest value to the City from the standpoint of suitability to purpose, quality, service, previous experience, price, and ability to deliver, or for any other reason deemed by the City Council to be in the best interests of the City of Clear Lake. Thus the result will not be determined by price alone. The City will be seeking the least costly outcome that meets the City's needs, as determined by the City Council.

After award, a 2015 Single Axle Truck Chassis (191" WB, 123" CA, 75"AF) will be delivered to dealer by the City of Clear Lake. Truck Chassis will either be an International or Freightliner Model. The estimated time of delivery of Truck Chassis to dealer is 90 days from award of equipment date. The City of Clear Lake will pick up truck upon completion of installation of equipment at the location of the dealer.

The intent of the attached specification is to describe the minimum requirements governing the construction and installation of Snowplow, Dump Body, Hydraulics, Rear Mount 9' Patrol Wing, HD Fixed Angle Scraper and Pre-Wet Liquid System.

On behalf of the City of Clear Lake, I appreciate your time and effort in responding to our request for a bid proposal.

SPECIFICATIONS

Monroe 12' Radius Dump Spreader 201 Stainless Steel or pre-approved equal

- ❖ Model Number RDS 132-96-50-RR-201SS-SPD SNSR
- ❖ Sides brake formed to a radius of 43"
- ❖ 11' long, 87" top inside width, 96" outside width, overall 50" side height, floor to top of side 38", tailgate height 44"
- ❖ 3/16" 201 stainless steel sides, front and tailgate
- ❖ 1/4" replaceable 201 stainless steel floor with 3/16" stainless steel removable chain shields
- ❖ Boxed top rail is 3/16" formed 201 stainless steel channel
- ❖ Body 100% continuously welded
- ❖ 1/4" 201 stainless steel 14" deep longsills with formed crossmembers
- ❖ Longsills are joined as follows: Sections of 3/16" formed 201 stainless steel are welded every two feet the length of the spreader at the base of the longsills, where the longsills are then boxed in with 1/4" 201 stainless steel, 3/16" x 3" x 3" formed 201 stainless steel angle welded every 12" the full length of the conveyor at the top of the longsills
- ❖ Front to be sloped to accommodate a head lift cylinder with partial dog house and conform with the radius of the body and be 100% welded on the inside and outside, to include half cab shield installed
- ❖ Rear of body to be supported by two pieces of 3/16" 201 stainless steel plate contoured to the body radius and 100% welded on both sides. Additional reinforcement to be provided by a 3/16" 201 stainless steel formed boxed section placed at the rear of the body and tied to tow rear posts formed from 3/16" 201 stainless steel. Together they will provide support at the rear of the body
- ❖ Rectangular full opening tailgate shall be double acting, made from 201 stainless steel, shall have a boxed perimeter, 10 gauge formed channels, air operated tailgate release with in cab switch
- ❖ Tailgate has two horizontal braces of 10 gauge 201 stainless steel
- ❖ Material door extends 16" into the interior of the body to prevent material from escaping through the partially opened door over the conveyor
- ❖ Door opening is 21" wide x 8-1/2" high and is manufactured of 3/16" 201 stainless steel
Tailgate hardware is 1" x 4" bar stock with 1-1/4" hardened pins
- ❖ Tailgate latches are 1" flame cut, each latch is adjustable with a threaded 3/4" clevis and keeper pins
- ❖ Tailgate latch is over center type
- ❖ Conveyor drive shaft shall have heavy duty, dust sealed self-aligning four bolt flange bearings
- ❖ Heavy duty idler assembly that will provide adjustment for proper conveyor chain tension by use of slide rail style adjusters
- ❖ 34" wide conveyor with (2) 6:1 spur gear boxes and two high torque/low speed hydraulic motors
- ❖ Speed sensor in one conveyor drive motor with Brad Harrison connectors with 100 pulses per revolution
- ❖ Conveyor to be a pintle chain 1/2" x 1-1/2" bar flights, 4-1/2' centers, 28,000# tensile strength per strand pintle chain
- ❖ Bar flights are attached to every other link of the chain
- ❖ Conveyor to be rear discharge only
- ❖ 8 tooth conveyor sprockets keyed to 2" drive and idler shafts
- ❖ Spinner is mounted via means of two 2" receiver tubes with one tube located on each side of the spinner assembly
- ❖ Spinner assembly to have a minimum of 12" ground clearance
- ❖ Spinner body is made of 12 gauge 201 stainless steel
- ❖ Three adjustable spinner deflectors for directing material from the spinner disc
- ❖ Material spread pattern is controlled by means of a center diverter located above the spinner disc
- ❖ With the adjustment of the spinner body, which is directed by holes drilled into the receiver mounts, the spinner assembly can either move forward or in back of the conveyor
- ❖ Spinner motor is a high torque/low speed mounted directly to the spinner disc with a cast hub

2 CITY OF CLEAR LAKE-11' RDS BODY & HOIST-CERTIFIED POWER
HYDRAULICS-HD FIXED ANGLE SCRAPER-REAR MOUNT PATROL WING-POWER
REVERSING SNOW PLOW-PLOW HITCH-PRE WET SYSTEM

- ❖ 24" molded urethane or stainless steel spinner disc
- ❖ Front and rear grease extensions installed with each grease point labeled
- ❖ (4) red LED marker lights
- ❖ (1) 3 light, light bar with 2" round red markers
- ❖ Whelen DOT3405D amber strobe system installed, front mounted strobes on adjustable (in/out) strobe bracket inserts mounted to cab shield with branch guard, rear corner post mounted amber strobe, stop/turn/tail, backup, in cab controls, rear corner post side mounted TIR3 strobes
All wiring and connectors to be Weather Pack type and installed in protective loom
- ❖ Full length stainless steel fenders attached to RDS body
- ❖ Front and rear mud flaps
- ❖ (1) set poly fenders installed over rear tires
 - * ½ free standing cab shield-201 stainless steel, stainless steel oil reservoir will be installed between cab shield uprights
 - * 201 stainless steel fold-up ladder installed on front driver side with grab handle mounted at the top of box
- ❖ Stainless steel shovel rack to be mounted to cab shield upright on driver side
- ❖ Mailhot Model CS 110-5.5-3 double acting trunnion mount telescopic hoist with rear hinge and body prop kit, prop kit to hold body at high dump angle
- ❖ 5 gallon manual control chain oiler with sight glass installed
- ❖ (1) electric back up alarm installed
- ❖ (1) year warranty parts and labor on Radius Dump Spreader. All transportation of equipment, during warranty period, shall be responsibility of the company awarded the bid.
- ❖ Service/part manuals included
- ❖ Red/white reflective tape installed on boxed top rail, rear corner post sides, tailgate vertical brace and center horizontal brace
- ❖ Special attention to quick coupler placement for spinner so easy for City of Clear Lake to hook up

Hydraulics

- ❖ Sauer-Danfoss variable displacement load sense pump model S45, live off truck crank shaft, 74cc, 4.52 CID with fit kit
- ❖ Drive shaft for front mount pump
- ❖ Pump fitted with low oil hydraulic shut down valve, Certified Power model: HF010809. Pump to be complete with required fittings and adapters. All non JIC fittings in hydraulic system to be fitted with appropriate thread sealant
- ❖ 30 gallon stainless steel oil reservoir with a tank mounted filter with an electric condition indicator, 100 mesh suction strainer. Reservoir fitted with float switch for in cab indication and auto hydraulic shut down in the event of low oil and temperature switch for in cab indication of hot oil. Communications boards shall be mounted internally on outside access panel for ease of accessibility and viewing. 2" NPT ¼ turn ball valve supplied with reservoir for ease of servicing. Reservoir will be frame mounted between cab and truck body, between the free standing cab shield uprights.
- ❖ Stainless steel valve enclosure with valve mounted inside with male JIC bulkhead fitting out the bottom of the enclosure. Access lid shall be weather resistant and removal without use of tools. Communication boards will be mounted internally on outside access panel. **All electrical connections attached to the enclosure shall be protected by a stainless steel plate or cover.**
- ❖ Return filter will be top mounted type, 10 micron with a bypass and shall be capable of 80 GPM flow capacity. Filter will have two 1-1/4" NPT ports and electronic filter condition indicator.
Hydraulic stack valve to be arranged as follows:
 - ❖ Inlet cap with top ported pressure and tank, and top ported load sense port
 - ❖ Inlet to include electronic pressure transducer to display operating pressure on ACS display panel.
 - ❖ Plow Up/down section: Single acting cylinder spool, proportional 12 VDC operated with spring to neutral. Pressure compensated 0-10.6 GPM main spool. Section to have manual override.
 - ❖ Plow Reverse section: Double acting cylinder spool, proportional 12 VDC operated with spring to neutral. Pressure compensated 0-10.6 GPM main spool. Section to have manual override.

3 CITY OF CLEAR LAKE-11' RDS BODY & HOIST-CERTIFIED POWER HYDRAULICS-HD FIXED ANGLE SCRAPER-REAR MOUNT PATROL WING-POWER REVERSING SNOW PLOW-PLOW HITCH-PRE WET SYSTEM

- ❖ Hoist section: Double acting with proportional 12VDC operated, spring return to neutral, "A" port(down) to have 500 PSI relief. Pressure compensated 32 GPM main spool. Section to have manual over ride
- ❖ Wing toe section: Double acting with proportional 12VDC operated, spring return to neutral, "A" port relief, pressure compensated 0-10.6 GPM main spool. Section to have manual over ride. Wing holding valve to keep wing from settling
- ❖ Wing heel section: Double acting with proportional 12VDC operated, spring return to neutral, "A" & "B" port reliefs. Pressure compensated 0-6.6 GPM main spool. Section with manual over ride. Wing heel cylinder shall be deceleration type and have holding valve.
- ❖ Scraper Up/Down section: Double acting with proportional 12VDC operated, spring return to neutral . Pressure compensated 0-10.6 GPM main spool. Section shall have manual over ride. Control system will include automatic scraper up when transmission is shifted to reverse.
- ❖ Spreader conveyor/spinner to be manifold design
- ❖ Pre-Wet to be manifold design
- ❖ Valve assembly painted
- ❖ Sauer-Danfoss PVG32 with Storm Guard Spreader/Liquid manifold.
Control Console
- ❖ Total control system with 100% proportional 3-axis joystick with a built in modular front bay to allow the control to be changed to individual stick design
- ❖ The control system will be modular unit with a mounting base. Console to be fully adjustable pedestal design.
- ❖ The joystick will have the following features: X,Y,Z axis 100% proportional. 6 thumb activated push button for selecting functions.
- ❖ The joystick will be able to control 3 proportional valve functions simultaneously. Will have a safety trigger control protection for all valve functions.
- ❖ Control system will incorporate the use of short circuited protected PWM outputs. PWM outputs will be current regulated and will operate in the selected range regardless of fluctuations in truck system voltage. PWM frequency to be field selectable to accommodate different valve ranges. The systems will include a DC-to-DC power supply to function in a 9-16 volt input range
- ❖ Diagnostic LED's on all inputs and outputs in the control logic center and the PWM output control. Systems will incorporate at least 5 RS232 connections for various communication capabilities and future expansion.
- ❖ There will be bi-directional communication with the spreader control.
- ❖ The system will have expandable memory capabilities for additional data acquisition and user information.

ACS Display

- ❖ 4" x 6" TFT LCD graphic display with auto dimming back light, user adjustable position, and Ethernet port for accessing a built in Web server.
- ❖ Web server can be used to configure or trouble shoot a system by connecting to a PC.
- ❖ Interface will utilize Internet Explorer and not require any proprietary software to connect to the system.
- ❖ Display provides a built in diagnostic feature allowing technicians to view all input signals in real time. Display provides error logging and system status change logging for reviewing operator inputs. Display automatically resizes to provide a maximum readability with varying display content.
- ❖ Status window provides the operator with system status messages. Configured display will incorporate granular rates, both pre-wet and anti-ice rate, anti-ice lane indication, road/air temperature, hydraulic pressure where designated, system status, error messages, plow float indication, auto/manual mode indication and material currently being used. Active functions that are not used will show off and the graphic be grayed out for ease of operator interpretation.

ACS Operator Panel

- ❖ Panel to be molded silicone rubber key pad utilizing high life magnetic snap action switches and three high life magnetic 16 position detent encoders used for Rate, Lane and Liquid control separately.
- ❖ The detent positions are user programmable as to valve of each increment in the set up menu.

4 CITY OF CLEAR LAKE-11' RDS BODY & HOIST-CERTIFIED POWER HYDRAULICS-HD FIXED ANGLE SCRAPER-REAR MOUNT PATROL WING-POWER REVERSING SNOW PLOW-PLOW HITCH-PRE WET SYSTEM

- ❖ The operator panel provides input capabilities to support RS232, RS422, truck speed input, and multiple digital I/O. The panel will have provisions for Road watch Road/Air temperature sending unit.
- ❖ Built in LED back lighting the automatically dims with the display for night viewing.
- ❖ Panel incorporates the already integrated functions of blast and pause.
- ❖ Panel will incorporate mode, product and select switches integrated in the panel

Control Panel Configuration

- ❖ Unit will have the optional top switch bays for all auxiliary switch functions and indicator lamps as follows:
 - ❖ Bay "A" shall have ACS Operator Panel
 - ❖ Bay "B" shall have Low Oil Indicator & Low Auto Shut Down over ride and vibrator rocker switch
 - ❖ Bay "C" shall have 6-switch pad as indicated for switch position
 - #1 - Auxiliary (on/off)
 - #2 - Strobe Lights (on/off)
 - #3 - Hopper Light (on/off)
 - #4 - Wing Light (on/off)
 - #5 - Spinner Light (on/off)
 - #6 - Auxiliary (on/off)
- ❖ TPE Wiring Specifications

All cabling for the hydraulic system and pre-wet system will be Certified Power TPE Yellow Jacket cables SG07070XXX/SG07050XXX.

- ❖ (1) LED wing light installed and wired to switch package
- ❖ (1) LED sander light installed and wired to switch package
- ❖ (1) Brigade rear mount camera system with in cab dash monitor, Model BE810C color back up camera system, 2 camera heated with shutter, VBV770 7" color monitor, adapter cable, system installed, camera locations to be decided by City at time of install
- ❖ **(1) year warranty parts and labor on hydraulics. All transportation of equipment, during warranty period, shall be the responsibility of the company awarded the bid.**
- ❖ Service/parts manual included

Rear Mount 9' Patrol Wing

- ❖ Monroe Model 9' Rear Mount Double Function Patrol Wing(Scraper discharges into wing moldboard on single axle truck) or pre-approved equal
- ❖ 5/8" X 8" X 9" cutting edge
- ❖ 29" toe end, 29" discharge end
- ❖ 100% welded moldboard
- ❖ One piece 1/2" moldboard reinforcement ribs
- ❖ Formed 2 1/2" X 1" channel top angle
- ❖ 4" X 4" X 3/4" bottom angle
- ❖ 3/16" moldboard thickness
- ❖ Right side rear wing mount
- ❖ 4" ID heel lift cylinder, moldboard does not need to go below grade
- ❖ Single push arms, adjustable spring cushioned, shear pin trip
- ❖ 1/2" X 18" X 28" side plates with cutout for cross tube, rear mount style to work with scraper
- ❖ Free float to contour of road or shoulder
- ❖ Moldboard shot blasted and powder coat paint standard orange with push frame black
- ❖ Front wing cross tube assembly to be fabricated from 4" x 6" x 1/2" steel tube measuring not less than 58.5"
- ❖ Cross tube mounted under truck frame & under truck driveline
- ❖ Cross tube to be bolted to driver side cheek for removal
- ❖ Para Glide front wing post assembly will be trailing link style with 12" of lift and designed to allow the moldboard to float up a minimum of 8" to 12" when in the plowing position. The post structure shall be no more than 24" high and 14" wide. Toe safety chain attached to front of wing moldboard and attached to wing post to prevent wing toe from going below grade.

5 CITY OF CLEAR LAKE-11' RDS BODY & HOIST-CERTIFIED POWER
HYDRAULICS-HD FIXED ANGLE SCRAPER-REAR MOUNT PATROL WING-POWER
REVERSING SNOW PLOW-PLOW HITCH-PRE WET SYSTEM

- ❖ Lift/Float Link to be made from ½" bar with a radius at the anchor end. The rear of the lift link will be 1" plate. Lift cylinder will be power up and power down with mechanical float.
- ❖ Toe lift cylinder to be 3" ID x 5" stroke with 1.5" nitrided rod.
- ❖ Hydraulic lock valve for toe and heel lift cylinders to be plumbed into system.
- ❖ Rear wing post to be fabricated from 4" x 6" x 1/2" mild steel tubing, ½" plate and designed to mount behind the rear axle, mount to have a rear push arm mounting weldment attached to the outboard end consisting of two 3-1/2" x 4" x ½" steel attachments, welded in place in parallel and pre-punched to allow rear wing push arm to be mounted to it via 1-1/4" stress proof pins
- ❖ Push arm to be heavy duty adjustable spring cushioned lift arm including a safety shear pin, lift action for heel of wing via a single 4" double acting lift hydraulic cylinder, attached to moldboard mechanical float linkage
- ❖ Wing will overlap with scraper
- ❖ Wing shot blasted and powder coat painted standard orange moldboard with mounting hardware powder coat painted black
- ❖ Wing front and rear hardware to be installed for easy removal for truck summer time use
- ❖ Hoses with quick couplers
- ❖ Timbren load booster installed on truck suspension on passenger side rear
- ❖ **1 year warranty parts and labor on wing. All transportation of the equipment, during the warranty period, shall be the responsibility of the company awarded the bid.**
- ❖ Service/parts manuals

Scraper

- ❖ Monroe MF 511 HD Fixed Angle Scraper with pressure accumulator or pre-approved equal
- ❖ 1" X 20" X 11' moldboard
- ❖ One 3" double acting actuating cylinder
- ❖ One heavy duty, totally enclosed, cushion spring shock absorbing assembly
- ❖ 400 psi relief valve
- ❖ Mounting hardware
- ❖ 1/2" X 6" X 11' double beveled two piece cutting edge
- ❖ 1-9/16" diameter cold rolled steel hinge shaft
- ❖ Independent, solid shaft-type, adjustable height hangers
- ❖ Painted black powder coat finish
- ❖ In cab pressure gauge
- ❖ (1) accumulator with pressure reducing valve to help keep pressure constant
- ❖ Scraper will have an auto reverse system that raises the scraper automatically when the truck is shifted into reverse. A shuttle valve will be furnished and installed in the system
- ❖ (1) year warranty parts and labor
- ❖ Service/parts manual
- ❖ Installation includes moving fuel tank out and up
- ❖ The scraper will be installed for easy removal for truck summer time use
- ❖ Quick couplers on hoses
- ❖ Installation not to include modification of exhaust, air tank and air dryer moving. These items will be located underneath the truck cab out of the way.
- ❖ All snow equipment installed and in working condition
- ❖ **(1) year warranty on all equipment – parts and labor. All transportation of equipment, during warranty period, shall be the responsibility of the company awarded the bid.**

Hitch

- ❖ Monroe low profile tilting, bumper to frame hitch with flat fold lift arm or pre-approved equal
- ❖ Factory bumper incorporated into truck portion of hitch, ends of bumper are angled
- ❖ Heavy duty flat fold lift arm
- ❖ ½" thick steel side plates
- ❖ Monroe MTE Quick Hitch on plow and truck portion of hitch
- ❖ 4" x 10" double acting lift cylinder
- ❖ MC50 thrust arms

6 CITY OF CLEAR LAKE-11' RDS BODY & HOIST-CERTIFIED POWER
HYDRAULICS-HD FIXED ANGLE SCRAPER-REAR MOUNT PATROL WING-POWER
REVERSING SNOW PLOW-PLOW HITCH-PRE WET SYSTEM

- ❖ Chain lift hook up on end of lift arm
- ❖ All hoses and fittings, City of Clear Lake will advise on location
- ❖ All snow equipment installed and in working condition
- ❖ Hitch is shot blasted, and powder coat painted black
- ❖ Hamsar type plow lights mounted securely to the hood using stainless steel light brackets Monroe plow light kit #00087353, wired to switch panel
- ❖ **(1) year warranty parts and labor on plow hitch. All transportation of equipment, during warranty period, shall be the responsibility of the company awarded the bid.**

Power Reversing Snow Plow

- ❖ Monroe power reversing snow plow model MP41R11-CT or pre-approved equal
- ❖ 10 gauge roll formed moldboard 41" high x 11' long
- ❖ 5/8" x 8" x 11' top punched cutting edge
- ❖ Six, 1/2" x 4" tapered, one piece, flame cut ribs
- ❖ 2" x 3" x 3/8" top moldboard angle
- ❖ 4" x 4" x 3/4" bottom moldboard angle
- ❖ Horizontal moldboard brace angles
- ❖ Dual heavy duty compression trip spring assemblies
- ❖ 4" x 4" x 3/8" cross tube supports
- ❖ 3-1/2" x 3-1/2" x 1/2" semi-circle
- ❖ Two 3" x 10" double acting power reversing cylinders with cushion valve
- ❖ Built-in Monroe level lift assembly
- ❖ Moldboard and push frame 100% welded
- ❖ Plow shot blasted with moldboard powder coat painted orange and push frame powder coat painted black
- ❖ Pair of 42" orange cable markers
- ❖ Rubber snow deflector installed
- ❖ Plow portion of Monroe quick hitch MC6000
- ❖ Quick couplers on all hoses
- ❖ **(1) year warranty parts and labor on plow. All transportation of equipment, during warranty period, shall be the responsibility of the company awarded the bid.**

Pre-Wet Liquid System

- ❖ Monroe Closed Loop Hydraulic Truck Mounted Liquid Dispensing System or pre-approved equal
- ❖ Closed loop system with flow meter compatible with hydraulic system
- ❖ Hydraulic positive displacement bronze gear pump will be plumbed to hydraulic manifold
- ❖ 7 GPM @ 50 PSI
- ❖ Flow control valve that provides the selected gallons to ton ratio all within closed loop hydraulic system
- ❖ Electrical connections and wiring shall be hard wired with in enclosure and console
- ❖ Wire harnesses will incorporate element resistant weather pak connectors with disconnect at rear of truck
- ❖ Hydraulic connections shall be made via bulkhead style JIC connectors
- ❖ Liquid connections shall be made via threaded couplings integral with the enclosure
- ❖ Two (2) 3 GPM brass spray nozzles
- ❖ Strainer and hoses for applying liquid
- ❖ In cab controller has illuminated on/off switch, low pressure indicator and harnessing for ease of installation
- ❖ Low pressure indicator will be a solid red light style
- ❖ Miscellaneous hardware and instruction manual
- ❖ (2) 75 gallon, .350" wall thickness, baffled tank, side RDS mount, attached with stainless steel hardware to RDS body stainless steel fenders
- ❖ Tanks to have (2) 1-1/4" ports located as close to the bottom of the tank as possible
- ❖ Gallon indicators on each end of tank
- ❖ Tanks with 3" minimum fill caps, lanyard retained

7 CITY OF CLEAR LAKE-11' RDS BODY & HOIST-CERTIFIED POWER
HYDRAULICS-HD FIXED ANGLE SCRAPER-REAR MOUNT PATROL WING-POWER
REVERSING SNOW PLOW-PLOW HITCH-PRE WET SYSTEM

- ❖ 5 psi check valves installed in the nozzles to prevent siphoning of liquid chemical
- ❖ Hoses and spray nozzles for applying liquid
- ❖ Tank and stainless steel mounting hardware for tank included
- ❖ Plumbing components shall be constructed of heavy duty glass reinforced polypropylene or brass, except check valves
- ❖ The hose for the suction line to the pump will be ¾" EPDM
- ❖ All pressure hoses will be ½" EPDM
- ❖ (1) ¾" filter with stainless steel reinforced screen and clean out plug will be installed in the suction line
- ❖ Low liquid level indicator
- ❖ Bulk fill kit
- ❖ Flush kit
- ❖ Tank Cross over kit
- ❖ System completely installed
- ❖ **1 Year warranty parts and labor on Pre-wet system. All transportation of equipment, during warranty period, shall be the responsibility of the company awarded the bid.**
- ❖ Service/parts manuals

Price Schedule

Snow Plow Truck Equipment

12' Radius Dump Spreader Box	Price	\$ _____
Hydraulics		\$ _____
Rear Mount 9' Patrol Wing		\$ _____
HD Fixed Angle Scraper		\$ _____
11' Power Reversing Plow		\$ _____
Quick Hitch		\$ _____
Pre-Wet Liquid System		\$ _____
<u>Total Price:</u>		\$ _____

Company: _____

Address: _____

Phone: _____

Signature: _____

Date: _____

Delivery Date: City will pick up truck w/equipment installed by dealer no later than October 6th, 2014

Please provide detailed literature on all items quoted.

:

The Council considered the bids received and opened pursuant to resolution of the Council and notice duly published for construction of the North Shore Drive STP Street Reconstruction Project, in accordance with the plans and specifications therefor.

Council Member _____ moved and Council Member _____ seconded the motion as follows:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ o'clock _____.M. on the _____ day of _____, 2014, at this place.

The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION MAKING AWARD OF CONTRACT

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

Section 1. That the bid of _____ of _____, in the amount of \$ _____, for the construction of the North Shore Drive STP Street Reconstruction Project, described in the plans and specifications heretofore adopted by this Council for the project, after public hearing on published notice required by law, be and is hereby accepted, the same being the lowest responsible bid received for the work.

Section 2. The Mayor and Clerk are hereby directed to execute each contract awarded above for the construction of the improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 3rd day of March, 2014.

Mayor

ATTEST:

City Clerk



UNOFFICIAL BID TABULATION

NORTH SHORE DRIVE STP STREET RECONSTRUCTION PROJECT

CITY OF CLEAR LAKE
CLEAR LAKE, IOWA
V&K PROJECT NO. 383106
IDOT PROJECT NO. STP-U-1372(619)-70-17

DATE OF LETTING: 2/18/2014
TIME OF LETTING: 10:00 A.M.
TABULATED: BJD
CHECKED: JAP
DATE: February 25, 2014
DATE: February 25, 2014

SUMMARY OF BIDS

NAME OF BIDDER	BID
<i>Engineer's Opinion of Probable Cost</i>	\$ 2,195,192.00
Wicks Construction, Inc. Decorah, IA	\$ 2,331,187.78 6.2%
McKiness Excavating, Inc. Mason City, IA	\$ 2,348,218.14 7.0%
Yohn Co. Clear Lake, IA	\$ 2,576,926.79 17.4%

Comments:

1. This project was let by the IDOT Office of Contracts
2. The IDOT Office of Contracts prepared the original Bid Tabulation (i.e. Vendor Ranking and Tabulation of Construction and Material Bids. To make the Bid Tabulation more readable, Veenstra & Kimm, Inc. offers this "Unofficial Bid Tabulation."
3. 3 bids were received from the 6 prime contractors eligible for bidding.
4. The Bids ranged from 6.2% to 17.4% over the Engineer's Opinion of Probable Cost.
5. The IDOT determines whether a bidder is responsible or not and non-responsible bidders are not allowed to bid.
6. This project is partially funded by \$638,000 in STP Funds.
7. Council has three options regarding contract award:
 - a. Award Contract
 - b. Reject All Bids
 - c. Table Contract Award to Later Date
8. Veenstra & Kimm, Inc. has successfully worked with Wicks Construction, Inc. in the past on numerous projects similar in scope.
9. Veenstra & Kimm, Inc. contacted McKiness Excavating, Inc. and confirmed they had received two (2) subcontractor bids for the PCC paving work.
10. Veenstra & Kimm, Inc. contacted Croell & Subsidiary and they advised they are currently pursuing larger, high production projects rather than the complicated, staged municipal projects.
11. Contractors indicated this is a very complex project to build with the staging/access requirements and various street widths.
12. The amount bid for Mobilization ranges from \$20,000 to \$190,000 over the estimated amount. After conversations with the contractors they advised this is due to the number of Mobilizations required to construct the project.
13. In comparing the low bid to the engineers estimate, 7 of the 113 items account for \$165,000 of the amount over the engineers estimate. All 3 bids were for these 7 items were greater than the engineers estimate, and as such it appears the estimate for these specific Bid Items may have been too low.
14. Veenstra & Kimm, Inc. contacted 6 contractors and subcontractors regarding the timing of the bid and they all advised that whether this project was bid in January, February, or March would have had no impact on the amounts bid. The complexity of the staged municipal project had more of an impact on the bids than the date of when bids were submitted.

Recommendations:

1. Veenstra & Kimm, Inc recommends the City Award a Contract to Wicks Construction, Inc.

RESOLUTION NO. _____

Resolution expressing intent to enter into a General Obligation Loan Agreement and approving Preliminary Official Statement

WHEREAS, the City of Clear Lake (the "City"), in Cerro Gordo County, State of Iowa, proposes to enter into a general obligation urban renewal economic development loan agreement (the "Loan Agreement") in a principal amount not to exceed \$1,620,000, for the general corporate purpose of undertaking a project in the Clear Lake Consolidated Urban Renewal Area consisting of a forgivable loan related to the construction of a 340,000 square foot regional warehouse and distribution center facility, and, in lieu of calling an election thereon, caused a notice of such proposal to be published, including notice of the right to petition for an election, under the provisions of Section 384.26 of the Code of Iowa; and

WHEREAS, no petition has been filed and a hearing has been held thereon; and

WHEREAS, a preliminary official statement (the "Preliminary Official Statement") has been prepared related to the sale of \$1,620,000 Taxable General Obligation Economic Development Bonds, Series 2014 (the "Bonds"), and it is now necessary to make provision for the approval of the Preliminary Official Statement and to authorize its use by D.A. Davidson & Co.;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Clear Lake, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future, and determines that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. The use by D.A. Davidson & Co. of the Preliminary Official Statement relating to the Bonds, in substantially the form as has been presented to and considered by the City Council, is hereby approved, and D.A. Davidson & Co. is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the Preliminary Official Statement, but with such changes therein as are required to conform the same to the terms of the Bonds and, when adopted, the resolution authorizing the issuance of the Bonds, and the City Clerk is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The Preliminary Official Statement as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Passed and approved March 3, 2014.

Mayor

Attest:

City Clerk

**EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF CLEAR LAKE, IOWA,
AND
REX McCHESNEY**

THIS AGREEMENT is entered into on March 3, 2014, by and between the City of Clear Lake, a municipal corporation of the State of Iowa, herein referred to as "City," and Rex McChesney, herein referred to as "Employee" (collectively herein referred to as the "Parties").

WITNESSETH:

WHEREAS, it is the desire of City to retain the services of Employee as Interim Police Chief and the desire of Employee to serve in that capacity; and

WHEREAS, On February 10, 2014, the Mayor and City Administrator proposed to the City Council that Employee be named Interim Police Chief because of Employee's demonstrated knowledge and experience working in and with the police department, City staff, on-going City projects, and the Community; and

WHEREAS, it is the desire of the parties through this Agreement, to determine certain matters relating to the terms and conditions of the employment of Employee as the Interim Police Chief for City.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. EMPLOYMENT

City hereby agrees to appoint Rex McChesney as Interim Police Chief of the City of Clear Lake, Iowa, to perform the functions and duties specified in the City Charter, the Clear Lake Municipal Code, and the Resolutions and Motions of the City Council, and to perform such other legally permissible duties and functions as the City Council shall from time to time assign. Employee shall retain his regular status in the sworn classification of Lieutenant and shall have the right to return to such classification at the conclusion of the term of this Agreement.

2. TERM

This Agreement shall commence as of March 3, 2014, and shall continue at the pleasure of the City Council and will remain in effect until terminated as provided for herein.

3. COMPENSATION DURING INTERIM APPOINTMENT

City agrees to increase Employee's hourly wage rate, effective March 3, 2014, an additional fifteen percent (15%), including longevity and other pay, as compensation for serving as Interim Police Chief. The City shall provide Employee with a police department vehicle (truck) to utilize for City business.

4. PERFORMANCE GOALS AND EVALUATION

The City Council shall define such goals and performance objectives which they determine are necessary for the proper operation of the City. Such goals and objectives will be reasonably attainable within the time limitations established and within the fiscal constraints of the annual operating and capital budgets and appropriations adopted by the City Council. The City Council may at any time during the term of this agreement conduct an evaluation of Employee's performance, which may include joint meetings with the full City Council or any committee of the City Council designated for this purpose. The City Council shall provide an adequate opportunity for Employee to discuss his evaluation with the City Council.

5. NOTIFICATION OF LEAVE FROM OFFICE

Employee shall provide the Mayor with reasonable notice prior to taking two or more consecutive vacation or administrative leave days off.

6. PROFESSIONAL DEVELOPMENT & CIVIC GROUP EXPENSES

City agrees to pay for professional dues and subscriptions necessary to Employee's participation in national, regional, state and local civic associations and organizations which are necessary and desirable for his professional participation and for the good of the City.

7. TERMINATION OF INTERIM APPOINTMENT

- A. City may terminate this Agreement and the interim appointment provided for herein at its sole discretion at any time. City will provide the Employee with as much notice as is practical of the City's intention to end the interim appointment to the position of Police Chief. No severance pay shall be owed as a result of the termination of this agreement regarding Employee's interim appointment to the position of Police Chief.
- B. If so requested by the City Council, Employee shall continue to utilize his best efforts and skills to perform his duties as Interim Police Chief after notice is given to end the interim appointment, and shall fully cooperate with any successor designated by the City Council.

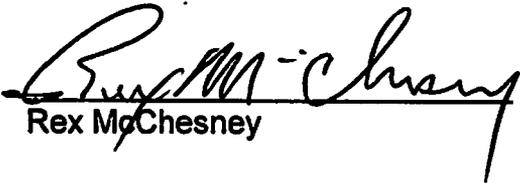
8. GENERAL PROVISIONS:

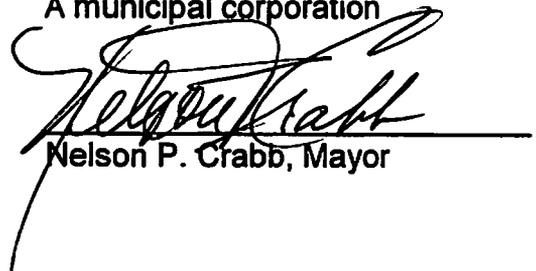
- A. This Agreement is not assignable by either party.

- B. This Agreement shall become effective upon signing by both parties and approval of the City Council.
- C. If any provision, or any portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- D. Neither this Agreement, nor any provision of state statute or local ordinance, rule or resolution create any property right in favor of Employee in his employment as Police Chief.
- E. This Agreement is the entire agreement between the parties with respect to the subject matter. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may be amended only by a writing executed by both parties.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and duly executed on its behalf by its Mayor, and duly attested by its City Clerk, and Employee has signed and executed this Agreement, on the day and year first above written.

CITY OF CLEAR LAKE
A municipal corporation


Rex McChesney


Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

LOCHER LAW FIRM

103 EAST STATE STREET, SUITE 721
MASON CITY, IA 50401
TELEPHONE (641) 423-2432
TELECOPIER (641) 423-2433
E-MAIL: locherlaw@netconx.net

HUGH H. SHEPARD
(1876-1970)

ROBERT H. SHEPARD
(1919-1989)

JAMES J. LOCHER

November 20, 2013

Members of the Board
Landfill of North Iowa

Re: Chapter 28E Agreement Amendment

Dear Board Members:

This follows up on the action taken at your meeting last week concerning the Chapter 28E Agreement Amendment.

Enclosed are the following documents:

1. Overlay handed out last week. This supplements the information I sent to you with my letter of October 10, 2013.

2. Copy of the Resolution unanimously adopted, with Second Amendment attached. Dating of the Second Amendment is somewhat problematical, in that not all the Municipalities will be taking it up at the same time or, in many cases, before the end of the year. The Second Amendment, by its terms, is to be effective on the date of filing in electronic format with the Iowa Secretary of State, which comports with a provision of Chapter 28E. Consistently, the first paragraph of the Second Amendment now reflects that it is entered into as of the effective date.

3. Freestanding Second Amendment, with signature page for the city or county you represent on the Board. The signature page contains a caption for identification purposes, but should otherwise be completed by your governmental body in the format it typically uses for Agreements.

I would suggest you get the enclosures into the hands of your Mayor, City Administrator if you have one and Council members or Supervisors as applicable.

After your governing body acts on the proposed Amendment, please ask your City Clerk to send Bill Rowland a copy of the Resolution adopted by the body and, if approved, its fully executed signature page for the Second Amendment.

Bill or I should be able to answer any questions regarding the Amendment and related matters.

Thanks again for your patience and help in moving this along.

Yours very truly,

LOCHER LAW FIRM

BY



JJL:lrs

Enclosures

cc: Mr. William L. Rowland

**SECOND AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT CREATING
THE CERRO GORDO COUNTY AREA
SOLID WASTE AGENCY**

This Second Amendment (“the Second Amendment”) to the Intergovernmental Agreement Creating the Cerro Gordo County Area Solid Waste Agency dated as of November 10, 1970, and amended subsequent thereto (“the Agreement”), is entered into as of the effective date hereof.

WHEREAS the signatories (“the Municipalities” or, in the singular, “Municipality”) believe it would be in their best interests and that of the Landfill of North Iowa (“the Agency”) for the Agreement to be amended,

NOW, THEREFORE, it is agreed that the Agreement is amended as follows:

A.

The name of the Agency is Landfill of North Iowa.

B.

Municipalities comprising the membership of the Agency as of November 14, 2013, are as follows: the Iowa cities or towns of Clear Lake, Coulter, Dougherty, Forest City, Garner, Geneva, Grafton, Hampton, Hanlontown, Hansell, Joice, Kensett, Klemme, Latimer, Manly, Mason City, Meservey, Nora Springs, Northwood, Plymouth, Popejoy, Rock Falls, Rockwell, Sheffield, Swaledale, Thornton and Ventura, and the Iowa counties of Cerro Gordo and Franklin.

C.

Article III(a) is deleted in its entirety and the following substituted therefor:

(a) The governing body of the Agency, designated the Agency Board (the “Board”), shall be comprised of one member appointed by the governing body of the Municipality the member represents for each 15,000 in population or fraction thereof residing in the Municipality, which for Counties shall be exclusive of incorporated areas, provided, however, no Municipality shall be represented by more than two members. Each member of the Board shall have one vote for each

1,500 or fraction thereof in population of the Municipality the member represents, except the votes of a Municipality represented by two members shall be divided equally between the members in whole votes, with any vote not equally divisible without fractionalization being allocated to the member of the Municipality's delegation first appointed to the Board. Such population shall be ascertained from the most recent federal census or special federal census for a Municipality.

D.

Article X.1. is deleted in its entirety and the following substituted therefor:

1. A Municipality may withdraw from the Agency, but only upon the following terms and conditions:

(a) The withdrawing Municipality shall serve notice of the withdrawal on the Agency by restricted certified mail, return receipt requested, addressed to the Chairman of the Board of the Agency, at the Agency's then current mailing address, not less than three hundred sixty-five days prior to the effective date of the withdrawal ("the Notice"). The Notice shall state the effective date of the Municipality's withdrawal.

(b) The withdrawing Municipality shall be entitled to a share of the value of the real and personal property of the Agency exclusive of all funds, accounts and the proceeds thereof constituting or evidenced by financial assurance instruments maintained by the Agency as provided for in Chapter 455B., Division IV, Code of Iowa (2013), any amendments thereto and related provisions of the Iowa Administrative Code, respecting Agency closure, postclosure, corrective action and monitoring responsibilities ("the Property") equal in amount to the value of the Property multiplied by a fraction the numerator of which is the amount contributed to the Agency by the withdrawing Municipality and the denominator of which is the amount contributed to the Agency by all the Municipalities over the period of their membership in the Agency and determined as of the effective date of the Municipality's withdrawal.

(c) The amount calculated pursuant to Article X.1.(b) shall be paid to the withdrawing Municipality without interest over a period not to exceed ten years following the effective date of the withdrawal as determined by the Board without participation by the member(s) representing the withdrawing Municipality.

(d) A withdrawing Municipality may waive all or any part of its share of the Property calculated pursuant to Article X.1.(b).

(e) Any Municipality that has withdrawn from the Agency may rejoin the Agency only after first repaying in full all funds received by the Municipality in connection with the Municipality's withdrawal.

E.

Article X.3. is amended by addition of the following immediately after the last sentence:

Notwithstanding the foregoing provisions of Article X.3., there shall be excluded from distribution to Municipalities upon dissolution of the Agency all funds, accounts and the proceeds thereof constituting or evidenced by financial assurance instruments maintained by the Agency as provided for in Chapter 455B., Division IV, Code of Iowa (2013), any amendments thereto and related provisions of the Iowa Administrative Code, respecting Agency closure, postclosure, corrective action and monitoring responsibilities.

F.

The following Article XIV is added immediately following Article XIII:

XIV.

MISCELLANEOUS

1. Words and phrases herein shall be construed as masculine or feminine gender according to context and application.
2. All provisions of the Agreement not in conflict herewith shall remain in full force and effect.
3. Each Municipality, by execution of this Second Amendment, warrants and represents that approval of the Second Amendment and the Agreement, so amended, has been authorized by resolution duly adopted of its City Council or Board of Supervisors as applicable.
4. This Second Amendment may be executed in one or more counterparts, all of which shall constitute a single integrated document. Originals or copies of executed signature pages from counterparts may be combined for attachment to any original or copy of the Second Amendment.
5. The effective date hereof shall be the date of filing in electronic format with the Iowa Secretary of State.

PASSED and APPROVED this _____ day of _____, 2014.

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk