



DIOCESE OF SIOUX CITY

DIOCESAN RESOLUTION

Most Reverend Bishop, we, the undersigned Pastor/School Administrator and Directors of _____ in _____
(PARISH/SCHOOL) (CITY)

Iowa, on _____ request permission to (see p. 2 for purpose of the resolution): \$ _____
(DATE) (PROJECT TOTAL COST)

Financial Statement of Parish/School Funds

Please submit a formal cover letter with a full description of request, include information for expenditures, it's source of funds and amount to pay for request, copy of your most current balance sheet and profit & loss statement of parish/school funds with the resolution.

A statement should accompany all resolutions for expenditures of \$20,000.00 or more even when you are receiving insurance reimbursements or donations to pay for the project.

AN ADDENDUM TO CONSTRUCTION CONTRACT IS REQUIRED FOR ALL PROJECTS \$10,000 AND ABOVE.

A letter of approval from the Liturgical Building Committee is required for all structural changes/remodeling in the interior of a church's worship space/hall, regardless of the cost.

We hereby ask for approval of the above resolution or proceedings.

PASTOR (PARISH ONLY)

LAY DIRECTOR (PARISH)/SCHOOL BOARD CHAIRPERSON

SCHOOL ADMINISTRATOR (SCHOOL ONLY)

LAY DIRECTOR (PARISH) OR SCHOOL BOARD DIRECTOR

Approved:

BISHOP OF SIOUX CITY

DATE

CHECK LIST:

- 2 Signed Original Resolution Forms
- Most Current Balance Sheet
- 3 Bids/or Explanation of decision on one specific Bid
- ADDENDUM TO CONSTRUCTION CONTRACT**
- Formal Cover Letter & Expenditures Explanation of Funds
- Most Current Profit & Loss Statement for Parish/School Funds
- Approval letter from the Liturgical Building Committee

Send all documentation to: OFFICE OF THE VICAR GENERAL, P.O. BOX 3379, SIOUX CITY, IA 51102-3379

Resolutions are required for:

- I. Raising money of \$20,000 or more (capital campaigns, fundraising for special collections, drives, etc.).
- II. Borrowing money for any dollar amount.
- III. Investing money, excluding certificates of deposit, money market savings, deposit and loan (Diocese). Examples: purchase of stock and/or mutual funds. Note that this is only needed for initial (first time) investments. Please include investment guidelines.
- IV. Establishing endowments and/or trusts. Please include proposed document.
- V. Capital expenditures (excluding vehicles) of \$20,000.00 or more. Examples: capital improvements, renovations/remodeling (see II, III & IV below), major equipment, e.g., boilers. If the project cost is \$20,000 or more and if different contractors are used and/or individual amounts are less than \$20,000. If you are making any structural changes or remodeling in the parish or hall, a resolution is still required. If this excludes expenditures for normal operating expenses.
- VI. Selling property (Alienation) for any dollar amount, excluding equipment and vehicles.
- VII. Leases of property for longer than one year. Examples: wind turbines, telecom towers, buildings, land.
- VIII. Other – significant/unusual transactions. Please contact the Vicar General if you are uncertain as to whether a resolution is required for an event.

Procedures:

- I. Please remember that these resolutions are legal documents and thus require original signatures on all forms.
- II. **A letter of approval from the Diocesan Arts and Environment or Liturgical Building Committee is required for any renovation, remodeling, or redecoration of church exteriors and interiors. The Building Committee should be consulted for any other major changes in parish/school buildings. It is the Pastor/School Administrator's responsibility to obtain this letter before submitting the resolution.**
- III. Normally, major projects should have two (2), preferably three (3) bids for work contracted. Where there are reasons for fewer bids please include an explanation for the Board of Consultors.
- IV. The permission amount requested should include the **total cost** of this project, phase of the project or property/equipment. Every anticipated expenditure should be included in the estimate, including the cost of all interior decoration, furnishings, heating, plumbing, electrical and lighting fixtures, stained glass windows, all exterior improvements, paving, landscaping, architect's fees and all other attendant items. (Attach an itemized summary if applicable.)
- V. A financial statement of parish/school funds must accompany all resolutions for expenditure of funds. Please use the most recent monthly report of your parish/school for this purpose.
- VI. **ADDENDUM TO CONSTRUCTION CONTRACT is required for all projects \$10,000 and above.**

ADDENDUM TO CONSTRUCTION CONTRACT

BUILDER'S RISK INSURANCE: A Builder's Risk and boiler and Machinery Coverage will be obtained by OWNER to cover the project. Any payment under Builder's Risk or Boiler and Machinery Coverages will be made jointly to OWNER and CONTRACTOR. Further, OWNER and CONTRACTOR agree that any payment under Builder's Risk or Boiler and Machinery Coverages will be placed into a joint account until such funds are reinvested in the construction project.

GENERAL LIABILITY INSURANCE: While CONTRACTOR is performing operations at PARISH, CONTRACTOR shall maintain general liability insurance in the amount of not less than two million (\$2,000,000) per occurrence. It is further agreed that the CONTRACTOR agrees to protect, defend, indemnify and hold harmless the PARISH from any claim or cause of action arising out of or from any negligence or other actionable fault of the CONTRACTOR, or its employees, agents, members or officers.

AUTOMOBILE LIABILITY INSURANCE: CONTRACTOR shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the contractor's business. Automobile liability coverage should be maintained by the CONTRACTOR in the minimum amounts of two million (\$2,000,000) combined single limit.

WORKER'S COMPENSATION INSURANCE: CONTRACTOR shall maintain worker's compensation insurance as required by law.

ADDITIONAL INSURED: CONTRACTOR agrees to provide a certificate of insurance to the PARISH which will name the PARISH as an additional insured on CONTRACTORS liability policy for claims arising out of CONTRACTORS, subcontractors or sub-subcontractors operations or made by CONTRACTORS, subcontractors or sub-subcontractors, employees, agents, guests, customers, invitees or subcontractors. CONTRACTOR must verify its liability insurance policy is primary in the event of a covered claim or cause of action against PARISH.

SUBCONTRACTORS: CONTRACTOR shall be required to verify that all subcontractors maintain public liability insurance, worker's compensation insurance and automobile liability insurance. Furthermore, CONTRACTOR agrees to indemnify and defend the PARISH for any claim or cause of action, whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor.

NO WAIVER OF SUBROGATION: PARISH does not waive any rights of recovery against the CONTRACTOR or subcontractor for damages that are covered by the parish's property insurance coverage or builder's risk coverage. CONTRACTOR and PARISH agree that this addendum overrides any and all portions of previous agreements between CONTRACTOR and PARISH that contain language in contradiction with this contract.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: CONTRACTOR and PARISH agree that this addendum overrides any and all portions of previous agreements between CONTRACTOR and PARISH that contain language in contradiction with this contract. If any portion of this Addendum to Construction Contract is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR and PARISH agree that the portion of the Addendum to Construction Contract which is in conflict with the statute will be stricken from the Addendum to Construction Contract with the remainder of the Addendum to Construction Contract remaining binding for both parties.

CONTRACTOR:

PARISH:

(Print name and Title)

(Print name and Title)

(Signature)

(Date)

(Signature)

(Date)

START DATE OF CONTRACT (Understood to be date signed if left blank): _____

Instruction to Parish (Parish Use Only): This addendum to Contract stands on its own as a legal contract between PARISH and CONTRACTOR should the addendum not be incorporated or attached to a contract.