



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

Mayor
NELSON P.
CRABB

March 18, 2016

City
Administrator
SCOTT
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS

The next regular meeting of the Clear Lake City Council is scheduled for Monday, March 21, 2016, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the attached agenda for the items discussed below.

COUNCIL MEMBERS

MARK
EBELING
Ward 1

TONY J.
NELSON
Ward 2

JIM
BOEHNKE
Ward 3

MIKE
CALLANAN
At Large

GARY
HUGI
At Large

ITEM #6B. 2016 Street Resurfacing Project. City staff issued an RFP on March 8, 2016, for the proposed "2016 Street Resurfacing Project". The RFP was distributed to four (4) civil engineering firms and all four (4) submitted a response to the City's request for proposals. The proposals were due and subsequently opened at 9:00 a.m. on March 18, 2016. Following a review of the proposals, it has been determined that all firms possess the necessary skills, staff, and qualifications to assist the City with the proposed Project, however, the least costly proposal was the one submitted by Veenstra & Kimm (Mason City). The Council is scheduled to consider the proposed professional services agreement at its meeting on March 21st.

The scope of the project generally entails the milling and resurfacing of approximately 23 blocks of City streets & alleys with a 2" asphalt overlay. There will also be some limited curb & gutter repairs and ADA compliant sidewalk ramps. Depending upon fieldwork determination yet to be performed, manhole replacement/repairs and minor sewer point repairs may also be performed. The City allocated \$416,000 in the FY 16 budget for the project. The engineer's estimate of the probable cost of construction is \$361,600.

The Professional Services Agreement for the proposed Project is for an amount not to exceed \$22,948, which represents roughly 7.3% of the total estimated cost of construction. The Agreement provides for all design, bid, and construction observation services as dictated by the RFP.

The schedule calls for a bid letting on May 12th, with award of a construction contract on May 16th. Construction is anticipated to begin by May 23rd and be complete by June 30, 2016.

Smart Quote: "All change is not growth, as all movement is not forward." -- Ellen Glasgow, writer

Scott Flory
City Administrator



PUBLIC NOTICE IS HEREBY GIVEN that the following governmental body will meet at the date, time, and place herein set out. The tentative agenda for said meeting is as follows:

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, MARCH 21, 2016
6:30 P.M.

1. Call to Order and Pledge of Allegiance led by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
 - A. Minutes – March 7, 2016.
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - **Liquor License**: Special Class C Liquor License (BW((Beer/Wine) with Sunday Sales, Shao Ting Guo, (renewal).
 - **Sign Erector's License**: Fairway Outdoor Advertising, Ames, (renewal).
 - **Excavator's License**: North Iowa Septic, Mason City; Brian Nettleton Excavating, Joice; John Ries Excavating, Rockwell; Mort's Inc., Latimer; Groves Contracting, Forest City; Charlson Excavating, Clear Lake; (renewals).
4. Citizens 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. Lease Agreement with Clear Lake Youth Athletic League:
 - Review of proposal, Scott Flory, City Administrator.
 - **Motion** to approve **Resolution #16-06**, "A Resolution of the City of Clear Lake, Iowa, approving a lease extension agreement (#3) by

and between the City of Clear Lake and the Clear Lake Youth Athletic League.”

- Discussion and consideration of **Motion** by City Council.

B. 2016 Street Resurfacing Project:

- Introduction by Scott Flory, City Administrator.
- Review of professional services agreement, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve Professional Services agreement by City Council.
- Discussion and consideration of **Motion** by City Council.

C. Veterans Memorial Project – Professional Services Loan Agreement:

- Review of proposal by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #16-07**, “A Resolution of the City of Clear Lake authorizing the Mayor to sign a loan agreement on behalf of the City with the Clear Lake VFW Post 4868.”
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police’s Report:

8. Mayor’s Report:

- Main Avenue Brick Paver Sidewalk Reconstruction Project informational meeting.

9. Public Works Director’s Report:

- 12th Ave S. Bridge Reconstruction Project.
- Job vacancy announcement for public works laborer position.

10. City Administrator’s Report:

- CLEAR Project Coordinator position update

11. Other Business:

12. Adjournment.

NEXT REGULAR MEETING – APRIL 4, 2016

This notice is given pursuant to Chapter 21.4(1) of the Code of Iowa and the local rules of said governmental body.

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF CLEAR LAKE, IOWA, APPROVING A LEASE
EXTENSION AGREEMENT (#3) BY AND BETWEEN THE CITY OF CLEAR LAKE AND
THE CLEAR LAKE YOUTH ATHLETIC LEAGUE

Witnesseth:

Whereas, the City originally entered into a lease agreement with the Clear Lake Youth Athletic League ("League") on March 14, 1988 and, most recently, extended said lease for a 2nd time on December 7, 2009, for the City-owned facilities described as:

The E 1,000' of the N 662.25' of the N ½ of the NW ¼ of the SW ¼, except a strip of land 8 ½ rods on, along, and across the south side of the N ½ of the NW ¼ of said SW ¼, all in Section 7, Township 96 North, Range 21 West of the 5th P.M., Cerro Gordo County, Iowa.

Whereas, the League has been on holdover since January 1, 2015 and the City and League now wish to formally extend the term of their Lease; and

Now, therefore, in consideration of the covenants and agreements contained in this Operating Agreement Extension Agreement, the City and League agree as follows:

1. The 2nd Lease Extension Agreement for the premise is incorporated by reference and made a part of this Lease Agreement Extension Agreement as though set forth in full.
2. The Term shall be extended commencing March 21, 2016, and expiring March 20, 2019, unless terminated sooner.
3. Acknowledgment of Continuing Lease. The parties agree that for the period from January 1, 2015, to the effective date of this 3rd Lease Amendment all of the terms and conditions of the parties' Lease remained in full force and effect and that there is no breach thereof.

PASSED and APPROVED by the Mayor and City Council this 21st day of March, 2016.

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

In Witness Whereof, the City and Operator have executed this Lease Extension Agreement on the 22nd day of March, 2016.

CITY OF CLEAR LAKE, IOWA:

By: _____
Nelson P. Crabb, Mayor

By: _____
Jennifer Larsen, City Clerk

CLEAR LAKE YOUTH ATHLETIC LEAGUE INC.

By: _____
President

By: _____
Secretary

SECOND LEASE EXTENSION AGREEMENT

THIS SECOND EXTENSION AGREEMENT ("Amendment") is made and dated November __, 2009, between Clear Lake Youth Athletic League, a non-profit Iowa corporation ("League") and the City of Clear Lake, an Iowa municipality ("City").

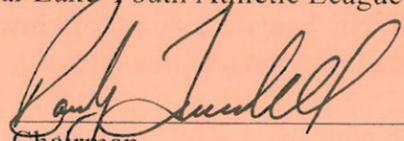
Under the Lease dated March 14, 1988 (which with any and all amendments is the "Lease"), City leased to League the following premises:

The East One Thousand feet (1,000 feet) of the North Six Hundred Sixty-Two point two five feet (662.25 feet) of the North Half (N ½) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) except a strip of land eight and one half rods wide (8 ½ rods) on, along, and across the South side of the North Half (N ½) of the Northwest Quarter (NW ¼) of said Southwest Quarter (SW ¼), all in Section Seven (7), Township Ninety-six (96) North, Range Twenty-one (21) West of the 5th P.M., Cerro Gordo, Iowa.

1. League has been on a holdover since April 1, 2002. City and League now wish to formally extend the term of their Lease. The term of the Lease shall be and is hereby extended for a period of five (5) years, beginning on December 31, 2009 and ending on December 31, 2014 (the "Extension Term").
2. The Lease is not otherwise modified and remains ratified and confirmed.
3. This Amendment and the Lease shall be considered, for all intents and purposes, one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall, in all instances, prevail. If any provision of this Amendment or the application thereof to any person or circumstance is or becomes illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid, or unenforceable provision did not exist herein.
4. Each provision of the Lease and this Amendment shall extend to and shall bind and inure to the benefit of the League and the City, their respective heirs, legal representatives, successors, and assigns. League hereby warrants and certifies to City that: (i) League is a corporation duly organized and in good standing under the laws of the State of Iowa; (ii) League is authorized to do business in the State of Iowa and to execute and deliver this Amendment; and (iii) the person executing this Amendment is authorized and empowered to bind the corporation to the terms of this Amendment by his or her signature hereto.

LEAGUE

Clear Lake Youth Athletic League

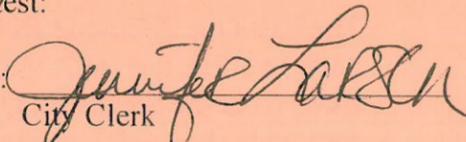
By: 
Chairman

CITY

CITY OF CLEAR LAKE, an Iowa
Municipal corporation

By: 
Mayor

Attest:

By: 
City Clerk

BID TABULATION

PROJECT: 2016 Spring Street Resurfacing Project

BID DATE: March 18, 2016; 9 am

Engineering Firm	Engineering Fees	Bid
1. SEH	Design & Bidding Services Lump Sum	\$15,400
	Onsite Residential Review Hourly, NTE (Based on 100 hrs.)	\$13,700
	Administrative Services Hourly, NTE (Based on 40 hrs.)	
	TOTAL PROJECT SERVICES	\$29,100
2. WHKS	Design & Bidding Services Lump Sum	\$29,500
	Onsite Residential Review Hourly, NTE (Based on 100 hrs.)	\$13,000
	Administrative Services Hourly, NTE (Based on 40 hrs.)	
	TOTAL PROJECT SERVICES	\$42,500
3. Veenstra & Kimm	Design & Bidding Services Lump Sum	\$12,850
	Onsite Residential Review Hourly, NTE (Based on 100 hrs.)	\$10,098
	Administrative Services Hourly, NTE (Based on 40 hrs.)	
	TOTAL PROJECT SERVICES	\$22,948
3. Snyder & Assoc.	Design & Bidding Services Lump Sum	\$37,000
	Onsite Residential Review Hourly, NTE (Based on 100 hrs.)	\$20,840
	Administrative Services Hourly, NTE (Based on 40 hrs.)	
	TOTAL PROJECT SERVICES	\$57,840



SECTION 1 – PROJECT UNDERSTANDING

Project Understanding

It is understood the City of Clear Lake wishes to construct approximately 23 blocks of 2" Hot Mix Asphalt (HMA) resurfacing on various streets in the community.



The streets to be resurfaced with HMA are shown graphically on the attached map (Drawing No. 1) and are identified in Table 1 as follows:

TABLE 1

Segment No.	Location	Begin	End	Proposed Improvements	Approximate Length (LF)	Blocks	SY	Estimated Cost (1)
1.	N 12 th St	7 th Ave N	Hwy 18	Mill & 2" Overlay	1,080	3	3,120	\$47,500
2.	N 11 th St	7 th Ave N	Dead End to South	Mill & 2" Overlay	450	1	1,300	\$19,800
3.	East/West Alley Between 2 nd & 7 th	N 10 th St	North 11 th St	2" Overlay	280	1	373	\$9,500
4.	6 th Ave N	Buddy Holly Pl	N 3 rd St	Mill & 2" Overlay	585	1	1,690	\$25,700
5.	8 th Ave N	N 5 th Pl	N 8 th St	Mill & 2" Overlay	1,250	4	3,611	\$54,900
6.	9 th Ave N	N 6 th St	N 8 th St	Mill & 2" Overlay	940	3	2,716	\$41,300
7.	N 6 th Pl	7 th Ave N	9 th Ave N	Mill & 2" Overlay	620	2	1,791	\$27,200
8.	N 5 th Pl	7 th Ave N	8 th Ave N	Mill & 2" Overlay	450	1	1,387	\$21,100
9.	N 7 th St	7 th Ave N	9 th Ave N	Mill & 2" Overlay	620	2	1,791	\$27,200
10.	N 13 th St	Hwy 18	7 th Ave N	Mill & 2" Overlay	1,120	3	3,236	\$49,200
11.	N 9 th St	7 th Ave N	RR Tracks	Mill & 2" Overlay	870	2	2,513	\$38,200
					8,295 LF	23 Blocks	23,528	\$ 361,600

(1) – Veenstra & Kimm, Inc. estimated cost based on previous projects



For reference purposes the enclosed Drawing No. 2 graphically identifies the streets which have been resurfaced in the past several years along with the streets to be resurfaced as part of the 2016 Street Resurfacing Project.

It is understood the 2016 improvements will generally consist of 2" thick HMA overlays for the width of the existing streets. As indicated in Table 1 there is approximately 8,295 LF total (1.6 miles) of roadways to be resurfaced. The streets are generally 31 feet in width. This results in approximately 23,528 square yards of resurfacing.

It is understood milling adjacent to the curb will be required where inadequate curb height would result following the overlay, and that milling will be required at beginning and terminus locations for each segment. Areas of the existing streets requiring patching prior to the overlay are to be addressed as part of the project.

It is also understood the project will include limited repairs to existing portland cement concrete (PCC) curb and gutter, and new ADA compliant sidewalk handicap ramps but will not include driveway approaches. Manhole inspections shall be performed as part of the Fieldwork Phase of the project to determine if manholes need replacement or if manhole chimney repair will be required during construction. The extent of the PCC curb and gutter work as well as the ADA compliant sidewalk handicap ramp work has not been determined yet, but Veenstra & Kimm, Inc. anticipates the City will follow SUDAS Guidelines (Design Manual) for applicability as set forth in Section 12A-2 regarding accessible sidewalk requirements.

Finally, it is understood the City is working on televising the existing sanitary sewer along these street segments. It is also understood that any point repairs will be completed by the City prior to construction and the pavement patching will be completed as part of the 2016 Street Resurfacing Project.

It is understood the City of Clear Lake has budgeted approximately \$416,000 for engineering



and construction of these roadway improvements. Based on the approximate lengths and widths determined by the City of Clear Lake, it appears this project will involve approximately 23,528 square yards of HMA paving. Based on these preliminary quantity estimates the estimated construction cost for the project is approximately \$362,000.

It is understood the street segments listed in Table 1 are prioritized from high to low with Segment No. 1 being the top or high priority and Segment No. 11

being the lowest priority. As such, it appears the monies available will be enough to fund Segment 1 through Segment 11 unless extremely unfavorable pricing is realized at time of



bidding or existing conditions require additional patching or curb and gutter work not included in the estimate. It is understood the bidding documents may need to provide for bidding one or more street segments as an alternate bid.

It is also understood the project may also include manhole removal and replacement along with possible minor sanitary sewer point repairs. The extent of these project elements has yet to be determined.

It is further understood the City would like to bid this project by May 12, 2016 and have all construction activities completed by June 30, 2016.



SECTION 3 – SCHEDULE

Veenstra & Kimm, Inc. is committed to working toward completing this project in accordance with the following Project Schedule:

<u>Activity / Task</u>	<u>Responsible Party</u>	<u>Milestone Date</u>
a. Issue RFP	City	March 8, 2016
b. Submit Proposal	V&K	March 18, 2016
c. Select Consultant	City	By March 21, 2016
d. Approve Consultant Selection	City Council	March 21, 2016
e. Receive Signed Agreement	V&K	March 22, 2016
f. Perform Topographic Survey Required to Facilitate Design	V&K	By April 8, 2016
g. Prepare & Submit Preliminary Plans	V&K	By April 22, 2016
h. Review Preliminary Plans with City Staff	V&K	April 27, 2016
i. Prepare & Submit Final Plans, Specifications, Bidding & Contract Documents	V&K	By April 29, 2016
j. Set Dates for Public Hearing on Plans, Specifications, Form of Contract and Bid Letting	City	May 2, 2016
k. Begin Advertising for Bids	V&K	May 3, 2016
l. Public Notice of Hearing & Letting	City	May 3 – May 8, 2016
m. Bid Letting	V&K	May 12, 2016
n. Public Hearing on Plans, Specifications, Form of Contract & Estimate of Cost	City Council	May 16, 2016
o. Award of Contract	City Council	May 16, 2016

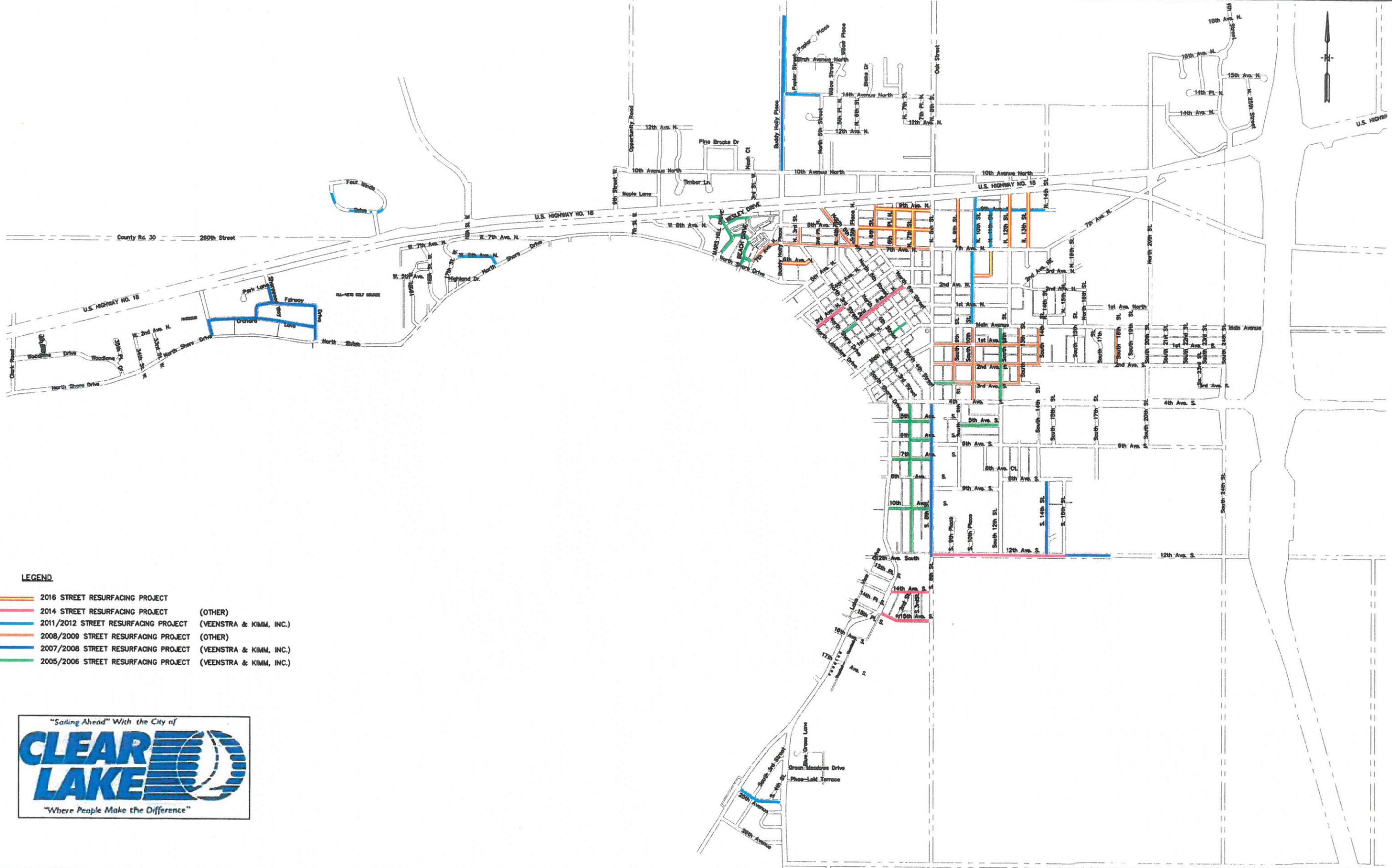


<u>Activity / Task</u>	<u>Responsible Party</u>	<u>Milestone Date</u>
p. Approve Contract & Bond (Subject to Engineer / Attorney / City Administrator Review)	City Council	May 16, 2016
o. Begin Construction		May 23, 2016
q. Complete Construction		June 30, 2016

A bid opening date of no later than May 12, 2016 is scheduled providing an executed contract for professional services is received by no later than March 22, 2016. This schedule calls for Final Plans and Specifications to be completed by April 29, 2016. The contract documents will stipulate that all construction activities are to be completed by June 30, 2016.

This is the schedule Veenstra & Kimm, Inc. is committed to and will follow unless otherwise directed or should unforeseen circumstances arise.

X-REFS: \\KIMM\SERVERS\PUBLIC\VEENSTRA & KIMM\CLIENTS\MUNICIPAL\CLEAR LAKE\PROPOSAL\2016\2016 STREET RESURFACING PROJECT MC16-07\DRAWINGS\LOCATION MAP 03102016
 PLOTTED: Thursday, March 17, 2016 8:41:20 AM



- LEGEND**
- 2016 STREET RESURFACING PROJECT
 - 2014 STREET RESURFACING PROJECT (OTHER)
 - 2011/2012 STREET RESURFACING PROJECT (VEENSTRA & KIMM, INC.)
 - 2008/2009 STREET RESURFACING PROJECT (OTHER)
 - 2007/2008 STREET RESURFACING PROJECT (VEENSTRA & KIMM, INC.)
 - 2005/2006 STREET RESURFACING PROJECT (VEENSTRA & KIMM, INC.)



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	DRS
		CHECKED	
		APPROVED	
		DATE	03/30/11
		ISSUED FOR	

VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 0 = 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



2016 STREET RESURFACING PROJECT
CLEAR LAKE, IOWA
 2800 Fourth Street SW • Suite 9 • Mason City, Iowa 50401-1596
 641-421-8008 • 641-380-0313 (FAX) • 877-241-8008 (WATS)

PAST RESURFACING PROJECTS
CLEAR LAKE, IOWA

DWG. NO.	2
PROJECT	MC16-07

X-REFS: \\VMS\SWR\PUBLIC\VEENSTRA & KIMM\CIENTS\MUNICIPAL\CLEAR LAKE\PROPOSAL\2016\2016 STREET RESURFACING PROJECT MC16-07\DRAWINGS\LOCATION MAP 03102016 PLOTTED: Thursday, March 17, 2016 12:56:01 PM



LEGEND
 — 2016 STREET RESURFACING PROJECT



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	
		CHECKED	
		APPROVED	
		DATE	03/15/16
		ISSUED FOR	

VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



2016 STREET RESURFACING PROJECT
 CLEAR LAKE, IOWA
 2800 Fourth Street SW • Suite 9 • Mason City, Iowa 50401-1596
 641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

PROJECT LOCATION
 2016 STREET RESURFACING PROJECT
 CLEAR LAKE, IOWA

DWG. NO.
1
PROJECT MC16-07

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEAR LAKE
AUTHORIZING THE MAYOR TO SIGN A LOAN AGREEMENT ON BEHALF OF THE CITY
WITH THE CLEAR LAKE VFW POST 4868

WHEREAS, the Clear Lake VFW Post 4868 is desirous of constructing a veterans memorial in the City of Clear Lake; and

WHEREAS, the City of Clear Lake has the wherewithal to loan/advance the CL VFW funding to begin concept planning for a proposed memorial.

THEREFORE, BE IT HEREBY RESOLVED by the City Council that the Mayor is authorized to enter into a Loan Agreement (attached herein) with the CL VFW Post 4868 related to the cost of professional concept planning services for the proposed Veterans memorial Project.

PASSED and APPROVED this 21st day of March, 2016.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

LOAN AGREEMENT

THIS AGREEMENT is made this ____ day of March, 2016, by and between the CITY OF CLEAR LAKE, an Iowa municipal corporation ("Lender") and the CLEAR LAKE VFW Post 4868, 219 Main Avenue ("Borrower")

Recitals

- A. Lender is a municipal corporation of the State of Iowa; and
- B. Borrower is a nonprofit organization whose mission is to foster camaraderie among United States veterans of overseas conflicts and to serve the veterans of the military and the communities and to advocate on behalf of all veterans; and
- C. City has entered into a professional services agreement with RDG Planning & Design for concept planning relating to a proposed Veterans Memorial Project; and
- D. Borrower and Lender have agreed to enter into this loan agreement whereby the Borrower will repay the Lender in an amount not to exceed \$8,500 for professional concept planning services related to the Veterans memorial Project.

NOW, THEREFORE, for and in consideration of the foregoing Recitals and the mutual covenants, terms, and conditions contained in this Agreement, the sufficiency of which are hereby agreed, the Lender and Borrower agree as follows:

Agreement

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.
2. Attorneys' Fees. Should any action be brought arising out of this Agreement including, without limitation, any action for declaratory or injunctive relief, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
3. Governing law and Choice of Forum. This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa as if written by both parties. Any litigation arising from this Agreement shall be brought in the District Court for Cerro Gordo County, Iowa.
4. Authorized Signatory. The Borrower and Lender hereby warrant that each has authorized the respective person signing this Agreement to sign the Agreement and to bind the Borrower and Lender respectively to this Agreement. The persons signing this Agreement on behalf of the Borrower and Lender affirmatively represent that they have the requisite legal authority to enter into this Agreement on behalf of the Borrower and Lender respectively and to bind the Borrower and Lender to the terms and conditions of this Agreement. The person executing this Agreement on behalf of the Borrower and the Borrower understand that the Lender is relying on this representation in entering into this Agreement.

5. Entire Agreement. This Agreement constitutes the entire agreement between the Lender and the Borrower with respect to the subject matter hereof and supersedes all prior negotiations, oral and written.

FOR THE CITY OF CLEAR LAKE :

FOR THE CL VFW POST 4868:

Nelson P. Crabb, Mayor

Mike Nelson, Commander

ATTEST:

Jennifer Larsen, City Clerk

Dave Theiss, Treasurer

