

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. 6<sup>TH</sup> STREET  
MONDAY, AUGUST 3, 2015  
**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 – July 20, 2015.
  - B. Approval of the bills & claims.
  - C. Licenses & Permits:
    - Sign Erector’s License: Leroy’s Signs, Brooklyn Park, MN
    - Tree Trimmer’s License: Westaby Tree Service, Alexander, IA
    - Street Closing Request: CLASS Car Club Show, August 7-8
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. 7<sup>th</sup> Avenue N. Watermain Improvement Project:
    - Review by Scott Flory, City Administrator.
    - **Motion** to approve **Resolution #15-38**, “A Resolution approving Contract & Bonds.”
    - Discussion and consideration of **Motion** by City Council.
    - Pre-construction conference: Thursday, August 6<sup>th</sup>, at 11:00 a.m.

B. N. 6<sup>th</sup> Street Reconstruction Project:

- Review by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #15-39**, “A Resolution adopting and levying final plat & schedule of assessments and providing for the payment thereof.”
- Discussion and consideration of **Motion** by City Council.

C. North Iowa Corridor EDC Quarterly Report:

- Project(s) update and review of quarterly activities, Chad Schreck, Executive Director, NICEDC.
- Discussion and question by City Council.

D. Professional Services Agreement – Water Treatment Plant Chemical Storage Evaluation:

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

E. 16<sup>th</sup> Ave S. Public Approach Commercial Charter Boat Docking Request – Clear Lake Boats:

- Introduction by Scott Flory, City Administrator.
- Review of request, Mike Maulsby, CL Boats.
- **Motion** to approve permit request by City Council.
- Discussion and consideration of **Motion** by City Council.

F. Appointment of Peter J. Roth to the position of Clear Lake Police Chief:

- Review of request, Mayor Nelson P. Crabb.
- **Motion** to approve appointment by City Council.
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police’s Report:

8. Mayor’s Report:

9. Public Works Director’s Report:

- Project updates: Water Treatment Plant High Service Pump(s) Replacement Project; City Hall Roof Drain and Sanitary Sewer Separation Project.

10. City Administrator's Report:

11. Other Business:

12. Adjournment.

NEXT REGULAR MEETING – AUGUST 17, 2015

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. \_\_\_\_\_

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BONDS FOR  
THE W 7<sup>TH</sup> AVENUE NORTH WATERMAIN IMPROVEMENT PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, IOWA; that the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as construction of the W 7<sup>th</sup> Avenue North Watermain Improvement Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Charlson Excavating, Clear Lake, Iowa

Bond surety: Merchants Bonding Co.

Date of Bond: July 20, 2015

Portion of project: All construction work.

PASSED AND APPROVED, this 3<sup>rd</sup> day of August, 2015.

\_\_\_\_\_  
Nelson P. Crabb, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Larsen, City Clerk

**SECTION 00510****AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of July, 2015, by and between the **City of Clear Lake**, Iowa, party of the first part, hereinafter referred to as the "**Owner**", and **Charlson Excavating Co., Inc.**, party of the second part, hereinafter referred to as the "**Contractor**".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and bid form blanks, dated the 12<sup>th</sup> day of June 2015, for West 7<sup>th</sup> Avenue North Watermain Improvement Project under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and bid form blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

That the Owner hereby accepts the bid of the Contractor for the work, as follows:

**ARTICLE 1 - THE PROJECT**

1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

WEST 7<sup>TH</sup> AVENUE NORTH WATERMAIN IMPROVEMENT PROJECT

**ARTICLE 2 - WORK**

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

Project includes all labor, materials and equipment necessary to construct approximately 2,750 linear feet of 12" watermain, fire hydrant assemblies, water services, pavement restoration, seeding and miscellaneous associated work including cleanup.

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by Veenstra & Kimm, Inc. (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

## 4.01 Time of the Essence

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

## 4.02 Days to Achieve Substantial Completion and Final Payment

- A. Work for all items shall be substantially completed within 40 working days. All work shall be finally completed and the project ready for final acceptance by October 30, 2015. Once Contractor begins work on the project, work shall progress in a continuous manner until all work is completed unless written approval to otherwise complete work is received from the Engineer.

## 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 1.22 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A

## A. Unit Price Work

- 1. As provided in Article 1.04 of Section 01025 – Measurement and Payment, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Article 1.05 of Section 01025 – Measurement and Payment. Unit prices have been computed as provided in Article 1.06 of Section 01025 – Measurement and Payment.

2. For all Unit Price Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, the total contract amount is \$424,000.

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 1.04 of Section 01019 – Contract Considerations. Applications for Payment will be processed by Engineer as provided in Article 1.04 of Section 01019 – Contract Considerations and Article 1.31 of Section 00700 – General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be determined based on the number of units completed:
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 1.31 of Section 00700 – General Conditions:
    - a. 95 percent of Work completed (with the balance being retainage); and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Article 1.31 of Section 00700 - General Conditions.

### 6.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Article 1.32 of Section 00700 - General Conditions, Owner shall pay Contractor as provided in Article 1.32 of Section 00700 - General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Article 1.32, less any sum Owner is entitled to withhold per Engineer's recommendation, including but not limited to liquidated damages.

**ARTICLE 7 - INTEREST**

7.01 All moneys not paid when due as provided in Article 1.32 of Section 00700 - General Conditions shall bear interest at the maximum legal rate.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations, and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Contract Documents and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Contract Documents.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the

Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - GUARANTEE

- 9.01 Contractor guarantee's all work constructed under this agreement, regardless if said work is performed by Contractor, his subcontractors, or other third tier subcontractors retained by subcontractor's, against defective workmanship and / or materials for a period of four (4) years from the date of Final Acceptance of work by Owner.

Workmanship and / or materials shall be considered defective when a condition causing premature failure (whole or in part) which was present in the relevant part or component of work when it was constructed or installed, or comes into existence as a result of the way in which the relevant part or component of work was constructed or installed.

- 9.02 The Contractor shall faithfully perform the contract on it's part and shall fully indemnify and save harmless the Owner from all cost and damage which Owner may suffer by reason of defective workmanship and / or materials, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default.

## ARTICLE 10 - CONTRACT DOCUMENTS

### 10.01 Contents

- A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance, Payment and Maintenance Bond (pages 1 to 2, inclusive).
3. General Conditions (pages 1 to 17, inclusive).
4. Special Conditions (pages 1 to 4, inclusive).
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 20 sheets with each sheet bearing the following general title:  
**West 7<sup>th</sup> Avenue North Watermain Improvement Project, Clear Lake, Iowa.**

7. Addenda (numbers 0 to 0, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
  - a. Notice of Award (pages 1 to 1, inclusive).
  - b. Contractor's Bid (pages 1 to 9, inclusive).
  - c. Documentation submitted by Contractor prior to Notice of Award including:
    1. Data requested in Proposal
    2. Bid Security (if required)
    3. Bidder Status Form

These items are NOT attached to the agreement.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages 1 to 1, inclusive).
  - b. Work Change Directives.
  - c. Change Order(s).
- B. The documents listed in Paragraph 10.01.A are made part of this Agreement by reference; exhibits to this Agreement as listed in 10.01.A.8 are attached except as expressly noted otherwise above.
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 1.23 of the General Conditions.

## ARTICLE 11 - MISCELLANEOUS

### 11.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the Section 00100 – Instructions to Bidders.

### 11.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be

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

#### 11.03 Successors and Assigns

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

#### 11.04 Severability

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

#### 11.05 Other Provisions

None

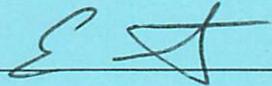
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in three copies. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective July 20, 2015 (which is the Effective Date of the Agreement).

OWNER: City of Clear Lake

CONTRACTOR: Charlson Excavating Co., Inc.

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

Signature:  7/28/15

By: Nelson Crabb

By: Erick Molstad

Title: Mayor

Title: Vice President

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

Attest: 

Title: City Clerk

Title: Design Engineer

Designated Representatives:

Designated Representatives:

Name: Joe Weigel

Name: ERICK MOLSTAD

Title: Public Works Director

Title: VICE PRESIDENT

Address for giving notices:

Address for giving notices:

City Hall

Charlson Excavating Co., Inc.

15 North Sixth Street

4111 7<sup>th</sup> Avenue North

Clear Lake, Iowa 50428

Clear Lake, IA 50428

Phone: 641-357-5267 FAX: 641-357-8711

Phone: 641-357-5601 FAX: 641-357-4296

License No.: \_\_\_\_\_  
(Where applicable)

\_\_\_\_\_  
(If Contractor is a corporation or a partnership,  
attach evidence of authority to sign.)  
\_\_\_\_\_

Bond No.: IAC584845**SECTION 00600****PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOW ALL MEN: That we, Charlson Excavating Company of Clear Lake, hereinafter called the Principal, and Merchants Bonding Company (Mutual) hereinafter called the surety, are held and firmly bound unto the City of Clear Lake, Iowa, hereinafter called the Owner in the sum of Four Hundred Twenty Four Thousand Dollars (\$424,000), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated July 20, 2015, entered into a Contract with the Owner for **West 7<sup>th</sup> Avenue North Watermain Improvement Project**, which Agreement includes a guarantee of all work against defective workmanship and materials for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the Principal for labor or materials, failing which such persons shall have a direct right of action against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after five (5) years from the date of final acceptance of the work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the Owner shall retain until completion of the improvements, but the Principal and Surety shall not be liable to said

persons, firms, or corporations unless the claims of said complaints against said portions of the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

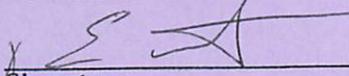
- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this 20th day of July, 2015.

PRINCIPAL:

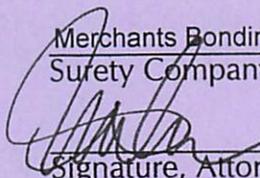
Charlson Excavating Company of Clear Lake Contractor

  
Signature

VICE-PRESIDENT  
Title

SURETY:

Merchants Bonding Company (Mutual) Surety Company

  
Signature, Attorney-in-Fact

Anne Crowner  
Name of Attorney-in-Fact

Holmes, Murphy and Associates, LLC  
Company Name

P.O. Box 9207, Des Moines, IA 50306-9207  
Company Address (Including Zip Code)

515-223-6800  
Company Telephone Number



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/28/2015

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

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

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207 Jake Robertson	1-800-247-7756	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Charlson Excavating Co. of Clear Lake dba Charlson Excavating Co Inc 4111 7th Avenue North PO Box 601 Clear Lake, IA 50428		INSURER(S) AFFORDING COVERAGE	
		INSURER A: INTEGRITY PROP & CAS INS CO	NAIC # 12986
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 44647470

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			CPP2071637-01	04/01/15	04/01/16	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA2071638-01	04/01/15	04/01/16	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			CUP2071640-01	04/01/15	04/01/16	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCP2071639-01	04/01/15	04/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Project: West 7th Avenue North Watermain Improvement Project  
City of Clear Lake, Veenstra & Kimm Inc, and all employees and agents, are additional insureds with respect to general liability when required by a written contract. 30 day notice of cancellation applies.

**CERTIFICATE HOLDER**

City of Clear Lake  
City Council  
15 North 6th Street  
Clear Lake, IA 50428

USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**VEENSTRA & KIMM, INC.**

2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596  
641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

**NOTICE OF AWARD**

To: Charlson Excavating Co., Inc.  
4111 7<sup>th</sup> Avenue North  
PO box 601  
Clear Lake, IA 50428

**WEST 7<sup>TH</sup> AVENUE NORTH WATERMAIN IMPROVEMENT PROJECT**

Project includes all labor, materials and equipment necessary to construct approximately 2,750 linear feet of 12" watermain, fire hydrant assemblies, water services, pavement restoration, seeding and miscellaneous associated work including cleanup.

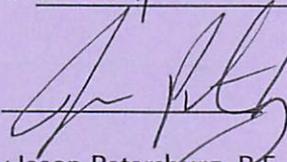
The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated June 22, 2015, and information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$424,000. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance, Payment and Maintenance BOND and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS, within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 21 day of July, 2015.

  
By Jason Petersburg, P.E.

Title Project Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By Charlson Excavating Co., Inc

this the 28th day of July, 2015.

By 

Title Vice President

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ADOPTING AND LEVYING FINAL SCHEDULE OF ASSESSMENTS, AND PROVIDING FOR THE PAYMENT THEREOF" and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon the Mayor declared the following Resolution duly adopted as follows:

RESOLUTION ADOPTING AND LEVYING FINAL  
SCHEDULE OF ASSESSMENTS, AND PROVIDING  
FOR THE PAYMENT THEREOF

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

That after full consideration of the final schedule of assessments and accompanying plat showing the assessments proposed to be made for the construction of the North 6th Street Reconstruction Project, within the City, under contract with Heartland Asphalt of Mason City, Iowa, which final plat and schedule was filed in the office of the Clerk on the \_\_\_\_\_ day of \_\_\_\_\_, 2015; said assessments are hereby corrected by making the following changes and reductions:

NAME OF PROPERTY OWNER AND DESCRIPTION OF PROPERTY	PROPOSED FINAL ASSESSMENT	PROPOSED CONDITIONAL DEFICIENCY, IF ANY	PROPOSED CORRECTED FINAL ASSESSMENT	CORRECTED FINAL CONDITIONAL DEFICIENCY, IF ANY
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BE IT FURTHER RESOLVED, that the said schedule of assessments and accompanying plat, be and the same are hereby approved and adopted; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of the construction of the said improvements. Provided, further, that the amounts shown in said final schedule of assessments as deficiencies are found to be proper and are levied conditionally against the respective properties benefited by the improvements as shown in the schedule, subject to the provisions of Section 384.63, Code of Iowa. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements, and not in excess thereof, and not in excess of 25% of the value of the same.

BE IT FURTHER RESOLVED, that said assessments of \$500.00 or more shall be payable in ten equal annual installments and shall bear interest at the rate of nine (9) percent per annum, the maximum rate permitted by law, from the date of the acceptance of the improvements; the first installment of each assessment, or total amount thereof, if it be less than \$500.00, with interest on the whole assessment from date of acceptance of the work by the Council, shall become due and payable on July 1, 2016; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1st annually thereafter, and shall be paid at the same time and in the same manner as the September semiannual payment of ordinary taxes. Said assessments shall be payable at the office of the City Clerk, in full or in part and without interest within thirty days after the date of the first publication of the notice of the filing of the final plat and schedule of assessments to the County Treasurer of Cerro Gordo County, Iowa.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said final plat and schedule to the County Treasurer of Cerro Gordo County, Iowa, and to publish notice of said certification once each week for two consecutive weeks in the "Clear Lake Mirror Reporter", a newspaper printed wholly in the English language, published in the City, and of general circulation in the City of Clear Lake, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer, the Clerk shall also send by ordinary mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Code Section 384.60, Code of Iowa.

BE IT FURTHER RESOLVED, that the Clerk is directed to certify the deficiencies for lots specially benefited by the improvements, as shown in the final schedule of assessments, to the County Treasurer for recording in the Special Assessment Deficiencies Book and to the City official charged with responsibility for the issuance of building permits. Said deficiencies are conditionally assessed to the respective properties under Code Section 384.63 for the amortization period specified by law.

The Clerk is authorized and directed to ascertain the amount of assessments remaining unpaid after the thirty day period against which improvement bonds may be issued and to proceed on behalf of the City with the sale of said bonds, to select a date for the sale thereof, to

cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the sale of said bonds on a basis favorable to the City and acceptable to the Council.

PASSED AND APPROVED this 3rd day of August, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



July 28, 2015

Mr. Scott Flory  
City Administrator  
City of Clear Lake  
15 North Sixth Street  
Clear Lake, IA 50428

**LETTER OF PROPOSAL / AGREEMENT  
PROFESSIONAL ENGINEERING SERVICES  
WATER TREATMENT PLANT CHEMICAL STORAGE CODE UPDATES  
CLEAR LAKE, IA**

Dear Scott:

This letter is in response to our conversation regarding the chlorine leak that occurred at the City's water treatment plant on July 17, 2015. You requested Veenstra & Kimm, Inc. to review the existing safety equipment associated with the City's chlorine system and make a recommendation regarding proposed code updates / modifications. This letter is offered as a proposal to clarify and confirm the scope of services to be provided, the timeframe within which the services are to be provided, the compensation to be received, and to serve as the agreement between the parties should the City elect to pursue this matter.

**This Letter Proposal Includes the Following:**

- \* Project Understanding
- \* Proposed Scope of Services and Estimated Fees
- \* Additional Services
- \* Subconsultants
- \* Project Team
- \* Schedule
- \* Terms and Conditions

**Project Understanding**

On Friday July 17, 2015 the City of Clear Lake experienced a small chlorine gas leak at their water treatment plant. As a result of the leak, City of Clear Lake Fire Department and North Iowa Regional Hazardous Materials Response Team were called to contain the leak. Furthermore, residents and businesses in the immediate area of the water treatment plant were evacuated for approximately ½ day as the chlorine gas is very toxic.

It is understood that the City currently uses chlorine gas for the disinfection of their drinking water supply. The chlorine gas is injected into the raw water as it enters the water plant to treat the water and kill any bacteria that may be present. It is also used to maintain a chlorine

residual in the finish water produced and in the water distribution system to keep water fresh and safe to drink.

The chlorine is delivered to the City in 150 pound cylinders. The storage of the chlorine gas is covered in the Recommended Standards for Water Works 2012 Edition. Current code allows for the storage of the 150 pound cylinders without secondary containment or scrubber systems as long as there is an operating alarm system to notify staff if a leak occurs. The City's current system does NOT have a working alarm or secondary containment or a scrubber system in place. The code also addresses ventilation and other requirements for chlorine rooms under the category of operator safety.

It is understood that the City is interested in not only installing a chlorine alarm to bring the current chemical storage area up to code but also investigate the feasibility of secondary containment or a scrubber system to provide added protection given the proximity of the water treatment plant to downtown, the City Beach, and the City Park Area.

### **Scope of Services**

Veenstra & Kimm, Inc. proposes to provide the following scope of services unless otherwise directed and agreed to between the parties:

1. Make field trip to water treatment plant and document existing chemical storage conditions, equipment, and space requirements as needed.
2. Research code requirements for updating or retrofitting existing conditions.
3. Research manufacturers and suppliers for equipment which can be used to facilitate code upgrades
4. Prepare Preliminary Engineering Report in letter format which summarizes the recommended improvements for code compliance in regards to the chemical storage.
5. Provide preliminary construction cost estimates for proposed improvements for budgeting purposes.
6. Present recommendations to City.

### **Additional Services**

Veenstra & Kimm, Inc. can, upon request and written authorization, provide additional services as may be necessary to facilitate the investigation. Additional services may include:

- Final Design of Recommended Improvements
- Facilitate IDNR Approval of Improvements and Construction Permitting (if required)
- Bidding Services
- Construction Observation Services

Any Additional Services requested and authorized by the City of Clear Lake will be compensated on an Hourly Rate Basis in accordance with the firms standard Labor and Billing Rate Schedule attached.

### **Project Team**

Tim Moreau, P.E. will be the Project Manager for this project. Jason Petersburg, P.E. will serve as the Project Engineer for the project and will be the City of Clear Lake's main point of contact. Mark Seip, P.E. will be the Environmental Engineer who will be completing the majority of the evaluation work on the project as well as exploring improvement options.

### **Sub-consultants**

Veenstra & Kimm, Inc. anticipates there will not be a need for any sub-consultants on this investigation, and that all work will be performed by Veenstra & Kimm, Inc. personnel.

### **Schedule**

Work will begin immediately upon receipt of written authorization. It is anticipated that the Preliminary Engineering Report will take 6 – 8 weeks to complete.

### **Terms and Conditions**

This proposal is based on the Terms and Conditions attached. Any changes to the Terms and Conditions may give cause to change the proposed fee, scope of work, or other facets of this proposal / agreement.

### **Compensation**

Veenstra & Kimm, Inc. proposes to provide the services defined herein on an hourly rate basis. The estimated fee for the code / compliance review and preparation of the Preliminary Engineering Report is \$8,400.

Mr. Scott Flory  
July 28, 2015  
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**Authorization**

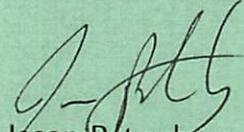
Providing this Letter Proposal / Agreement is acceptable, an authorized signature on the following page will be all that is needed to authorize services to commence in a timely fashion. If you wish to pursue this code / compliance review please return one original signed copy of this agreement to this office at your earliest convenience.

This letter, including those documents referenced in the letter, or attached to the letter, shall serve as the agreement between the parties.

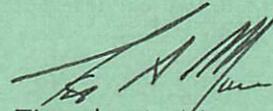
Veenstra & Kimm, Inc.'s staff is ready to begin work as soon as authorization is received. We look forward to helping you successfully complete this effort.

Sincerely,

**VEENSTRA & KIMM, INC.**



Jason Petersburg, P.E.  
Project Engineer



Timothy A. Moreau, P.E.  
Office Manager

Enclosure

cc: Joe Weigel, Public Works Director

**Authorization Signature**

This Letter of Proposal/Agreement is acceptable and Veenstra & Kimm, Inc. is hereby authorized to proceed with the services as defined in this letter.

The undersigned do hereby covenant and state that this instrument is executed in duplicate as though each were an original and that there are no agreements that have not been reduced to writing in this instrument. It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this instrument, nor have any of the above been implied by or for any party to this Agreement.

**City of Clear Lake**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## PERMIT AGREEMENT

THIS AGREEMENT ("Agreement") is made this 3<sup>rd</sup> day of August, 2015, by the City of Clear Lake, IA, a municipal corporation of the State of Iowa (the "Permitor"), and Clear Lake Boats, Incorporated (the "Permitee").

WHEREAS, Permitee is the owner of a commercial excursion boat and desires to operate a charter boat service ("Service"), using the 16<sup>th</sup> Avenue S. Public Approach; and

WHEREAS, Permitor is willing to permit Permitee to use the 16<sup>th</sup> Avenue S. Public Approach for the purposes stated above from August 3, 2015, through and including October 15, 2015; and

WHEREAS, Permitor is willing to permit Permitee to use the 16<sup>th</sup> Avenue S. Public Approach for docking purposes and for passenger and service access in accordance with the terms and conditions set forth below; and

NOW, THEREFORE, it is mutually agreed as follows:

1. Representations: By executing this agreement, the Permitee warrants that it is the legal owner and operator of the vessel described herein and is authorized to enter into this Agreement.
2. Insurance. Permitee shall provide a certificate of insurance to the City Clerk that shows that the Permitee and the Vessel, are covered by:
  - (a) Property damage insurance in an amount sufficient to replace the Vessel in case of its total destruction;
  - (b) Liability insurance in an amount not less than \$500,000 per person per occurrence and \$1,000,000 in the aggregate per occurrence which insures the Permitee (i) against claims of personal injury and property damage arising from the negligent operation of the Vessel by the Permitee or Permitee's agents and employees;
3. Indemnification. Permitee agrees to indemnify and hold harmless the Permitor and all of its officers, employees and agents from and against all suits, actions, causes of action, damages, claims, liability and expenses (including court costs and attorney's fees), and against any losses, resulting from or arising out of any bodily injury or property damage caused, in whole or in part, by any act or omission of the Permitee or its employees, agents, invitees, licensees or guests in the course of operating, maintaining or using the Vessel while located within or approaching or 16<sup>th</sup> Avenue S. Public Approach.
4. Grant & Term of Permit. The Permitee shall be permitted to dock at the 16<sup>th</sup> Avenue S. Public Approach. The term of the Permit shall be for 2015 season, which shall end not later than October 15, 2015.

5. Special Conditions. (a) Trash Removal and Disposal. Permittee shall provide convenient on-board trash receptacles for use by passengers and crew and shall, at its own expense, regularly remove and dispose of all trash and debris from the operation of its charter boat service. No trash or debris shall be deposited on any part of the 16<sup>th</sup> Avenue S. Public Approach or dock by Permittee. If Permittee should fail to fulfill its obligations under this section, as determined by Permitter, and in its sole discretion, Permitter may arrange and pay for such collection of litter, debris and refuse. Permittee shall, upon demand by Permitter, reimburse Permitter for expense incurred for such collection of refuse within; 30 days of Permittee's receipt of a billing statement issued by Permitter itemizing such expenses; (b) Refueling. Refueling operations are prohibited from taking place at the 16<sup>th</sup> Avenue S. Public Approach; (c) Signs. Permittee shall not erect or maintain any sign in conjunction with or calling attention to the Service unless approval for such sign has been obtained from Permitter.
  
6. Annual Permit Fee. Permittee shall pay to Permitter an annual fee for the license granted under this agreement. The fee shall be \$500/annually and may be pro-rated for a partial season.
  
7. Assignment. This Permit may not be assigned by the Permittee without the consent of Permitter, which consent shall not be unreasonably withheld but which may require action by the Clear Lake City Council.
  
8. Parking. Permittee shall take all reasonable efforts to advise and inform passengers NOT to parking on the street, private property (without approval from the owner), and in the public approach.
  
9. Utility Costs. Permittee shall pay the costs of all utilities consumed or utilized by the Vessel.
  
10. Cooperation and Noninterference. Permittee acknowledges that the vessel is located immediately adjacent to, or partially within, a Public Approach. Permittee agrees to operate in a manner which will not unreasonably interfere with the use of the Public Approach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

For the City:

Clear Lake Boats:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Owner

\_\_\_\_\_  
City Clerk