



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

September 30, 2016

HONORABLE MAYOR & CITY COUNCIL MEMBERS

City
Administrator
SCOTT
FLORY

The next regular meeting of the Clear Lake City Council is scheduled for Monday, October 3, 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 #6A. **Golf Course Stormwater Quality & Parking Lot Project.** At its regular meeting on September 19th, the City Council approved a construction contract with Charlson Excavating (Clear Lake) in the amount of \$175,728.50. The project generally entails the reconstruction of the Veterans Memorial Golf Club parking lot and storm water quality improvements.

The City has now received the partially-executed Contract and bonds (performance, payment, & maintenance) and Certificate of Liability Insurance from the Contractor. All these documents have been reviewed by City staff and the Project engineer and have been determined to be in compliance with the Project's contract document specifications.

A pre-construction conference has been set for Wednesday, October 5th, at 10:30 a.m., at City Hall. The project completion date is November 25th.

ITEM #6B. **Annual Appropriation Development Agreements.** The City currently has three (3) Development Agreements that contain an "annual appropriation" clause. In order to obligate funds for payment in the 2018 fiscal year, the City must certify the projected debt estimate to the County Auditor's office by December 1st of each year; 12/1/16 for collection and payment in FY 2018.

The City entered into a Development Agreement with Windmill Realty LLC in February, 2014, which was later assigned to McKesson Corporation in April, 2015. The City estimates a property tax rebate repayment of \$485,000 in FY 2018. These funds are from the Tax Increment Fund and are a portion of the property taxes paid by the Company itself, not from general property taxes otherwise received by the City.

Likewise, the City entered into Development Agreements with Wess Inc. and Titan Pro SCI, for which property tax rebate payments are eligible in the 2018 fiscal year. For Wess Inc. the property tax rebate payment is estimated at \$16,000 and for Titan Pro SCI the amount is \$130,000.



These three (3) Development Agreements are all subject to "Annual Appropriation", so approval of the Resolutions does not, in and of itself, constitute payment. Prior to payment, the City validates that the companies have complied with all aspects of the Development Agreement, in terms of its obligations.

Smart Quote: *"It is a poor sort of memory that only works backwards"* –Lewis Carroll, 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, OCTOBER 3, 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 –September 19, 2016.
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - **Liquor License**: Class C Liquor License with Outdoor Service & Sunday Sales, SIPS; Class C Liquor License with Outdoor Service & Sunday Sales, Anchor Inn; (renewals).
 - **Tree Trimmer's License**: Hinders Tree Service, LLC, Mitchell, (new).
 - **Sign Erector's License**: PSI, Belmond, (new).
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:
 - A. Main Avenue Sidewalk Replacement Project:
 - **Motion** to approve **Ordinance #819**, "An Ordinance establishing grades for the Main Avenue Sidewalk Replacement Project." (2nd reading)
 - Discussion and consideration of **Motion** by City Council.

6. New Business:

A. Veterans Memorial Golf Course Stormwater Quality & Parking Lot Project:

- Review by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #16-42**, “A Resolution approving Contract & bonds” by City Council.
- Discussion and consideration of **Motion** by City Council.
- Pre-construction Conference: 10/5/16 at 10:30 a.m.

B. Annual Appropriation Development Agreements:

- Review by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #16-43**, “A Resolution obligating funds from the Clear Lake Consolidated Urban Renewal Area Tax Fund for the appropriation of payment of annual appropriation tax increment financed obligations which shall become due in the next succeeding fiscal year” (Wess Inc.) by City Council.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #16-44**, “A Resolution obligating funds from the Clear Lake Consolidated Urban Renewal Area Tax Fund for the appropriation of payment of annual appropriation tax increment financed obligations which shall become due in the next succeeding fiscal year” (Titan Pro SCI) by City Council.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #16-45**, “A Resolution obligating funds from the Clear Lake Consolidated Urban Renewal Area Tax Fund for the appropriation of payment of annual appropriation tax increment financed obligations which shall become due in the next succeeding fiscal year” (McKesson) by City Council.
- Discussion and consideration of **Motion** by City Council.

C. Capital Projects Reimbursement from Tax-Increment Fund:

- Review by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #16-46**, “A Resolution authorizing the reimbursement of funds expended from the General Fund from the proceeds of the Tax Increment Fund for the purposes of Capital Projects Incident and Related to this Resolution (Main Avenue Sidewalk Reconstruction Project)” by City Council.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #16-47**, “A Resolution authorizing the reimbursement of funds expended from the General Fund from the proceeds of the Tax Increment Fund for the purposes of Capital

Projects Incident and Related to this Resolution (Surf District Great Places Projects)” by City Council.

- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #16-48**, “A Resolution authorizing the reimbursement of funds expended from the Water Revenue and General Fund from the proceeds of the Tax Increment Fund for the purposes of Capital Projects Incident and Related to this Resolution (Water Treatment Plant Chemical Storage Evaluation and Improvement Project)” by City Council.
- Discussion and consideration of **Motion** by City Council.

D. Fire Dept. – SCBA Replacement:

- Introduction by Scott Flory, City Administrator.
- Review of bids and recommendation, Doug Meyers, Fire Chief.
- **Motion** to approve bid and award contract by City Council.
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police’s Report:

8. Mayor’s Report:

- Proclamation for Domestic Violence Awareness Month.

9. Public Works Director’s Report:

10. City Administrator’s Report:

- Update on E. Main Avenue Street Reconstruction Project.

11. Other Business:

12. Adjournment.

NEXT REGULAR MEETING – OCTOBER 17, 2016

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

ORDINANCE NO. _____

GRADE ORDINANCES FOR
MAIN AVENUE SIDEWALK REPLACEMENT PROJECT
CLEAR LAKE, IOWA

Be it ordained by the City Council of Clear Lake, Cerro Gordo County, Iowa

Section 1. That the grades for the project sidewalks, on a line 3' behind the curb in line with the back of the light bases, are hereby established about the datum plane as follows:

Grade Ordinance MAIN AVENUE from LAKEVIEW DR TO 8TH STREET. Begin at station 4+38.5 on the **South** side at intersection of Main Avenue and Lakeview Drive increasing Easterly to 19+75.5 at the radius of the intersection of 8th Street

SOUTH SIDE OF ROADWAY GRADE ORDINANCE INFORMATION

<u>South Side Station</u>	<u>Existing Profile Elevation</u>	<u>New Profile Elevation</u>
4+38.5	1233.72	1233.75 - Match Existing
4+58.5	1234.50	1234.60
5+65.4	1235.59	1235.65
6+14.0	1236.30	1236.38
6+85.8	1237.67	1237.69
7+14.8	1238.31	1238.30
7+50.0	1239.08	1239.18
7+75.0	1239.67	1239.77
8+25.0	1240.76	1240.70
8+75.0	1241.58	1241.59
9+00.0	1241.88	1242.06
9+15.5	1242.10	1242.16
9+50.0	1242.55	1242.54
9+60.7	1242.69	1242.62
10+38.5	1243.89	1243.94
10+47.7	1243.94	1244.15
11+01.4	1243.53	1243.85
11+11.9	1243.33	1243.87
11+22.3	1243.29	1243.43
11+51.7	1242.98	1243.11
12+02.9	1242.49	1242.74
12+27.3	1242.35	1242.27
12+75.0	1241.90	1241.98
13+04.3	1241.68	1241.83
13+87.4	1240.78	1240.89
14+21.4	1240.29	1240.57
14+27.6	1240.28	1240.66
14+38.9	1240.25	1240.69
14+72.4	1239.94	1240.01
15+56.0	1239.03	1239.09
16+02.0	1238.48	1238.79
16+13.7	1238.24	1238.40
16+61.9	1238.00	1238.30
16+74.0	1237.98	1238.27
16+92.0	1237.61	1237.83
17+10.5	1237.26	1237.52
17+37.0	1237.54	1237.95
17+82.0	1237.31	1237.69
18+15.1	1237.33	1237.41
19+75.5	1236.46	1236.51

Said sidewalk elevations to increase at 1.5% as it extends to the buildings.

Bold and Italics above indicates a break in the grade ordinance with new elevations based on existing street grades and ADA compliant sidewalk ramps at roadway intersections

Grade Ordinance MAIN AVENUE from 3RD STREET TO 8TH STREET. Begin at station 50+26.7 on the **North** side at intersection of Main Avenue and 3rd Street increasing Easterly to 60+21.5 at the radius of the intersection of 8th Street

NORTH SIDE OF ROADWAY GRADE ORDINANCE INFORMATION

<u>North Side Station</u>	<u>Existing Profile Elevation</u>	<u>New Profile Elevation</u>
<i>50+37.5</i>	<i>1243.29</i>	<i>1243.31</i>
50+59.8	1243.14	1243.19
50+67.0	1243.10	1243.17
51+41.8	1242.75	1242.83
51+68.1	1242.48	1242.73
51+81.5	1242.31	1242.60
52+07.4	1242.24	1242.57
52+27.2	1242.00	1242.20
52+75.0	1241.60	1241.82
<i>53+09.0</i>	<i>1241.38</i>	<i>1241.65</i>
<i>53+89.2</i>	<i>1240.69</i>	<i>1240.84</i>
54+25.0	1240.37	1240.53
54+60.7	1240.15	1240.24
54+70.4	1240.06	1240.17
55+13.0	1239.59	1239.81
55+28.5	1239.39	1239.70
55+62.1	1239.37	1240.07
55+72.9	1239.31	1239.54
<i>56+55.6</i>	<i>1238.49</i>	<i>1238.48</i>
<i>57+33.9</i>	<i>1237.06</i>	<i>1237.07</i>
57+59.4	1236.99	1237.02
57+78.9	1236.86	1237.05
58+12.9	1237.06	1237.03
58+39.0	1236.92	1237.08
59+10.2	1236.27	1236.47
59+26.3	1236.24	1236.38
59+51.8	1236.03	1236.31
59+68.3	1236.05	1236.29
60+21.5	1236.34	1236.34 - Match Existing

Said sidewalk elevations to increase at 1.5% as it extends to the buildings.
Bold and Italics above indicates a break in the grade ordinance with new elevations based on existing street grades and ADA compliant sidewalk ramps at roadway intersections

Section 2. All ordinances or parts of ordinances that conflict herewith are repealed.

Section 3. That this ordinance shall be in force and effect from and after its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2016.

Nelson Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

Published in the: _____

RESOLUTION No. _____

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND
BONDS FOR THE VETERANS MEMORIAL GOLF COURSE – PARKING
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 Veterans Memorial Golf Course – Parking 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: Merchant's Bonding Company

Date of Bond: October 3, 2016

Portion of project: All construction work.

PASSED AND APPROVED, this 3rd day of October, 2016.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the City of Clear Lake
(Owner) and Charlson Excavating Co., Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Veterans Memorial Golf Course – Parking Improvement Project

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Underground utilities, grading and paving.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).
- 3.02 The Owner has retained SEH (Engineer) 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 Contract Times: Dates
- A. Work under the proposed Contract shall commence within ten (10) calendar days after the date set forth within written Notice to Proceed and shall be completed and ready for final acceptance by November 25, 2016. The Notice to Proceed is expected to be given by no later than September 28, 2016.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed and milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. 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):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 above for completion and readiness for final acceptance.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in Contractor's Bid.

The Bid Prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

The Estimated Total of All Unit Price Work is: \$ 175,728.50

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:

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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

- a. 95 percent of Work completed (with the balance being retainage).

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said General Conditions.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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 Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has acknowledges that no reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and reports and drawings relating to

Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and any Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
- 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 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Addenda (No addenda).
 - 2. This Agreement (pages 00 52 00-1 to 00 52 00-5, inclusive).
 - 3. Performance, Payment and other Bonds.
 - 4. General Conditions (page 00 72 10-1).
 - 5. Supplementary Conditions (pages 00 90 01-1 to 01 90 00-4, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings bearing the title "Veterans Memorial Golf Course – Parking Improvement Project".
 - 8. Exhibits to this Agreement (enumerated as follows).
 - a. Contractor's Bid (Document 00 41 00).
 - b. Certificate of Insurance.
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Field Order(s).
 - c. Work Change Directive(s).
 - d. Change Order(s).

- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is 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.

9.03 Successors and Assigns

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

9.04 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.

9.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on October 3, 2016 (which is the Effective Date of the Contract).

OWNER:

City of Clear Lake

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

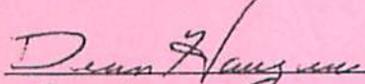
CONTRACTOR:

Charlson Excavating Co., Inc.

By: 

Title: Vice President

[CORPORATE SEAL]

Attest: 

Title: Controller

Address for Giving Notices:

4111 7th Avenue North
P.O. Box 601
Clear Lake, Ia 50428

License No. C094489
(Where Applicable)

Agent for service of process: _____

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

Designated Representative:

Name: Erick Molstad

Title: Vice President

Address 4111 7th Avenue North

Clear Lake, IA 50428

Phone: 641-425-4296

Facsimile: 641-357-3541

PAYMENT BOND

CONTRACTOR (name and address):

Charlson Excavating Company of Clear Lake
P.O. Box 601
Clear Lake, IA 50428

SURETY (name and address of principal place of business):

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306

OWNER (name and address): City of Clear Lake

15 N. 6th Street, P. O. Box 185, Clear Lake, IA 50428

CONSTRUCTION CONTRACT

Effective Date of the Agreement: October 3, 2016

Amount: One Hundred Seventy Five Thousand Seven Hundred Twenty Eight And 50/100 Dollars (\$175,728.50)

Description (name and location): Veterans Memorial Golf Course - Parking Improvement Project, Clear Lake, Iowa

BOND

Bond Number: IAC586177

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): October 3, 2016

Amount: One Hundred Seventy Five Thousand Seven Hundred Twenty Eight And 50/100 Dollars (\$175,728.50)

Modifications to this Bond Form: None See Paragraph 18

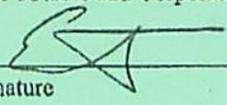
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

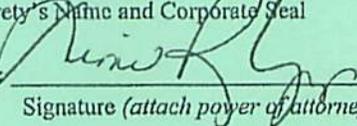
SURETY

Charlson Excavating Company of Clear Lake (seal)
Contractor's Name and Corporate Seal

Merchants Bonding Company (Mutual) (seal)
Surety's Name and Corporate Seal

By: 

Signature

By: 

Signature (attach power of attorney)

Erick Molstad

Print Name

Dione R. Young

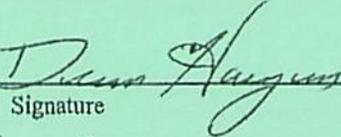
Print Name

Vice President

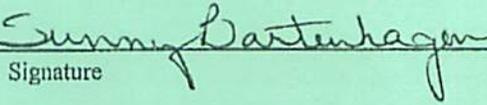
Title

Attorney-in-Fact

Title

Attest: 

Signature

Attest: 

Signature

Contractor

Title

Sunny Bartenhagen

Title Witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond

shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

PERFORMANCE BOND

CONTRACTOR *(name and address):*
Charlson Excavating Company of Clear Lake
P.O. Box 601
Clear Lake, IA 50428

SURETY *(name and address of principal place of business):*
Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306

OWNER *(name and address):*
City of Clear Lake
15 N. 6th Street, P. O. Box 185
Clear Lake, IA 50428
CONSTRUCTION CONTRACT

Effective Date of the Agreement: October 3, 2016
Amount: One Hundred Seventy Five Thousand Seven Hundred Twenty Eight And 50/100 Dollars (\$175,728.50)
Description *(name and location):* Veterans Memorial Golf Course - Parking Improvement Project, Clear Lake, Iowa

BOND
Bond Number: IAC586177
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):* October 3, 2016
Amount: One Hundred Seventy Five Thousand Seven Hundred Twenty Eight And 50/100 Dollars (\$175,728.50)
Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

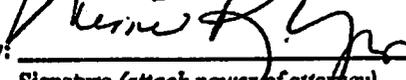
CONTRACTOR AS PRINCIPAL

SURETY

Charlson Excavating Company of Clear Lake *(seal)*
Contractor's Name and Corporate Seal

Merchants Bonding Company (Mutual) *(seal)*
Surety's Name and Corporate Seal

By: 
Signature

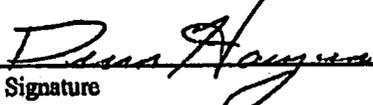
By: 
Signature *(attach power of attorney)*

Erick Molstad
Print Name

Dione R. Young
Print Name

Vice President
Title

Attorney-in-Fact
Title

Attest: 
Signature

Attest: 
Signature

Contractor
Title

Sunny Bartenhagen
Title Witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 **Contractor Default:** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2016

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):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: INTEGRITY PROP & CAS INS CO	12986
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 48001670

REVISION NUMBER:

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

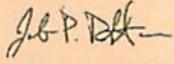
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			CPP2071637	04/01/16	04/01/17	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 <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA2071638	04/01/16	04/01/17	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 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP2071640	04/01/16	04/01/17	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		N/A	WCP2071639	04/01/16	04/01/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> 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: Veterans memorial Golf Course Parking Improvement
City of Clear Lake and SEH, Inc their employees and agents are Additional Insured on the General Liability, Auto Liability and Umbrella as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Clear Lake 15 North 6th Street Clear Lake, IA 50428 USA	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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ACORD 25 (2010/05)
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Building a Better World
for All of Us®

PRECONSTRUCTION MEETING NOTICE

RE: Veterans Memorial Golf Course
Parking Improvement Project
Clear Lake, Iowa

SEH No.: CLRLI 137953

Project Manager: Michael Danburg, PE

Date of Notice: September 26, 2016

Please have a representative of your organization attend the meeting for the referenced project at the date and time listed below:

Date: October 5, 2016
Day: Wednesday
Time: 10:30 a.m.
Location: Clear Lake City Hall

If you have any questions, please call the Project Manager listed above.

Scott Flory, City Administrator, Clear Lake, slawrenceflory@cltel.net
Joe Weigel, Public Works Department, Clear Lake, jweigel@cltel.net
Erick Molstad, Charlson Excavating Co., emolstad@charlsoninc.com
Steve Harrington, Alliant Energy, steveharrington@alliantenergy.com
Kent Studer, Mediacom, kstuder@mediacomcc.com
Dennis Fitzgerald, CL Tel, dennisfitzgerald@cltel.com
Shane Cooney, Veterans Memorial Golf Club Board, Shane.Cooney@RaymondJames.com

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RESOLUTION _____

Obligating funds from the Clear Lake Consolidated Urban Renewal Tax Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year.

WHEREAS, the City of Clear Lake, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Consolidated Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocable pledge by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area: and

WHEREAS, the City has scheduled payments in an amount which represent the incremental property taxes paid with respect to the project estimated amount of \$487,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2017 with respect to the City's Development Agreement with Windmill Realty LLC. dated February 2014 and assigned to McKesson Corporation in April 2015; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2017;

NOW, THEREFORE, it is resolved by the City Council of the City of Clear Lake, Iowa, as follows:

Section 1. The City Council hereby obligates an estimate of \$485,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2017.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2016 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved _____.

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

RESOLUTION _____

Obligating funds from the Clear Lake Consolidated Urban Renewal Tax Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year.

WHEREAS, the City of Clear Lake, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Consolidated Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocable pledge by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area: and

WHEREAS, the City has scheduled payments in an amount which represent the incremental property taxes paid with respect to the project estimated amount of \$16,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2017 with respect to the City's Development Agreement with Wess Inc. dated January 2011; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2017;

NOW, THEREFORE, it is resolved by the City Council of the City of Clear Lake, Iowa, as follows:

Section 1. The City Council hereby obligates an estimate of \$16,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2017.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2016 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved _____.

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

RESOLUTION _____

Obligating funds from the Clear Lake Consolidated Urban Renewal Tax Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year.

WHEREAS, the City of Clear Lake, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Consolidated Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocable pledge by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area: and

WHEREAS, the City has scheduled payments in an amount which represent the incremental property taxes paid with respect to the project estimated amount of \$130,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2017 with respect to the City's Development Agreement with Titan Pro SCI dated March 2010 and amended November 2012 ; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2017;

NOW, THEREFORE, it is resolved by the City Council of the City of Clear Lake, Iowa, as follows:

Section 1. The City Council hereby obligates an estimate of \$130,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2017.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2016 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved _____.

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

RESOLUTION # _____

**AUTHORIZING THE REIMBURSEMENT OF FUNDS EXPENDED FROM THE GENERAL FUND FROM
THE PROCEEDS OF THE TAX INCREMENT FUND FOR PURPOSES OF CAPITAL PROJECTS
INCIDENT AND RELATED TO THIS RESOLUTION**

WHEREAS, the City Council of the City of Clear Lake has heretofore entered into various contracts pertaining to the expenditure of lawfully available funds to finance costs associated with construction, professional services, and administrative costs related to the Main Avenue Sidewalk Reconstruction Project; and

WHEREAS, the City wishes to use proceeds from the Tax Increment Fund to finance the costs of the aforementioned projects and reimburse the General Fund for costs attributable to said projects; and

WHEREAS, the City Council hereby finds and determines that the reimbursement for expenditure of funds from the General Fund of the City is not inconsistent with the City's budgetary and financial conditions; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the Citizens of the City of Clear Lake; now, therefore,

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

SECTION 1: This Resolution is a declaration of intent to reimburse the General Fund from the proceeds of the Tax Increment Fund for any capital expenditures and other costs incurred with respect to the Projects herein referenced.

SECTION 2: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 3: All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City

Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 5: This Resolution shall be in force and shall take effect upon its passage and approval by the City Council and Mayor.

Passed and approved October 3, 2016.

Nelson, P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

RESOLUTION # _____

**AUTHORIZING THE REIMBURSEMENT OF FUNDS EXPENDED FROM THE GENERAL FUND FROM
THE PROCEEDS OF THE TAX INCREMENT FUND FOR PURPOSES OF CAPITAL PROJECTS
INCIDENT AND RELATED TO THIS RESOLUTION**

WHEREAS, the City Council of the City of Clear Lake has heretofore entered into various contracts pertaining to the expenditure of lawfully available funds to finance costs associated with construction, professional services, and administrative costs related to the Surf District Great Places Project; and

WHEREAS, the City wishes to use proceeds from the Tax Increment Fund to finance the costs of the aforementioned projects and reimburse the General Fund for costs attributable to said projects; and

WHEREAS, the City Council hereby finds and determines that the reimbursement for expenditure of funds from the General Fund of the City is not inconsistent with the City's budgetary and financial conditions; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the Citizens of the City of Clear Lake; now, therefore,

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

SECTION 1: This Resolution is a declaration of intent to reimburse the General Fund from the proceeds of the Tax Increment Fund for any capital expenditures and other costs incurred with respect to the Projects herein referenced.

SECTION 2: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

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Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 5: This Resolution shall be in force and shall take effect upon its passage and approval by the City Council and Mayor.

Passed and approved October 3, 2016.

Nelson, P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

RESOLUTION # _____

AUTHORIZING THE REIMBURSEMENT OF FUNDS EXPENDED FROM THE WATER REVENUE AND GENERAL FUND FROM THE PROCEEDS OF THE TAX INCREMENT FUND FOR PURPOSES OF CAPITAL PROJECTS INCIDENT AND RELATED TO THIS RESOLUTION

WHEREAS, the City Council of the City of Clear Lake has heretofore entered into contracts pertaining to the expenditure of lawfully available funds to finance costs associated with construction, professional services, and administrative costs related to the Water Treatment Plant Chemical Storage Evaluation and Improvement Project; and

WHEREAS, the City wishes to use proceeds from the Tax Increment Fund to finance the costs of the aforementioned project and reimburse the Water Revenue and General Fund for costs attributable to said project; and

WHEREAS, the City Council hereby finds and determines that the reimbursement for expenditure of funds from the Water Revenue and General Fund of the City is not inconsistent with the City's budgetary and financial conditions; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the Citizens of the City of Clear Lake; now, therefore,

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

SECTION 1: This Resolution is a declaration of intent to reimburse the Water Revenue and General Fund from the proceeds of the Tax Increment Fund for any capital expenditures and other costs incurred with respect to the Project herein referenced.

SECTION 2: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 3: All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 5: This Resolution shall be in force and shall take effect upon its passage and approval by the City Council and Mayor.

Passed and approved October 3, 2016.

Nelson, P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

Bid Tabulation Clear Lake Fire Department Air Pac Replacement Project

<u>Vendor/Manufacturer</u>	<u>Feld Fire Equipment/Scott Safety</u>	<u>Sandry Fire/MSA</u>
Line item		
1. 24 SCBA complete	\$113,760.00	\$125,185.20
2. 24 additional cylinders	\$27,840.00	\$19350.48 + 1397.96
3. Additional air masks	\$2695.00	\$24,74.56
4. Air purifier attachments	\$1575.00	\$2686.49
5. RIT pack complete	\$3845.00	\$3864.44
6. Fit testing equipment	\$90.00	\$381.45
7. Warranty	15 yr/10 yr/10 yr	15 yr
8. Cost of Ownership	\$1200/year total	\$1968
9. Battery System	Standard AA alkaline	Li-ion \$340.91
10. Safety Recall Policy	Acceptable	Acceptable
11. Delivery/Training	Included, no cost	Not mentioned
12. Time qualified	Yes	Yes
Total	\$149,805.00	\$157,622.49
Options		
1. Substitute 15 year life cycle cylinders	Deduct \$6490.00	Only bid 15 year cylinders.
2. Low visibility vision system	\$10,360.00	12,727.28

Recommendation:

Accept the bid from Feld Fire Equipment of Carroll, Iowa for \$149,805.00 for 24 Scott brand SCBA with 24 additional 30 year life cycle cylinders, 11 additional face masks, fit testing equipment, and air purifier attachments, and RIT pack.

Sandry Fire/MSA bid does not include pack tracking system and no 30 year cylinder option. Bid price is \$7817.49 higher.

No bid was received from Heiman Fire/Avon-ISI



Sept 22nd, 2016
Clear Lake Air Pak Replacement Project
Due Date: Sept 30th, 2016

Chief Doug Meyers,

I would like to thank the Clear Lake Fire Department for the opportunity to provide a bid on the SCOTT Self Contained Breathing Apparatus and associated equipment.

Enclosed you will find the pricing sheet outlining all of the requested products and accessories broke down as follows:

- Order Number 0249458 is the Scott X3 proposal with 30 Year Cylinders.
- Order Number 0249459 is the Scott X3 proposal with 15 Year Cylinders.
- Order Number 0249460 is the Scott Sight option pricing.

Warranty Information

The warranty information for the Scott Safety X3 Air Pak and components is included in this bid packet. Also included in this section is the letter noting that Scott Safety does not require an annual maintenance or overhauls to maintain warranty. Scott does recommend an annual functional test per NFPA performed by an Authorized Scott Safety Service Center (Feld Fire) or an In-House Repair Center if you desire to become an In-House Service Center.

Location of maintenance and/or repairs is done at the Fire Dept. by Feld Fire mobile technicians. This allows your equipment to stay on site. Feld Fire has mobile service vans as well as 2 In House repair centers to efficiently handle all maintenance and repairs. In the event the product must come back to Feld Fire, our location is 113 N. Griffith Rd., Carroll, IA 51401.

Feld Fire has Mobile Service for all warranty and non-warranty repairs. This allows us to have your Air Pak fixed on site and functioning properly before we leave. This takes the place of any loaner type program.



Cost of Ownership

Enclosed is a complete document that outlines the details of the Total Cost of Ownership for NFA Air-Pak SCBA from Scott Safety. The portion that may affect Clear Lake Fire Dept is the Annual Function Testing if done by Feld Fire, additional Fit Testing done outside the initial purchase and cylinder hydro testing. Annual Function Testing is required by NFA for every manufacturers SCBA.

- Per Pak Annual Function Testing: \$45.00/pak
- Fit Testing: \$35/Fit Test. Please note we are including in our pricing fit testing for up to the quantity of masks purchased in this proposal (35 masks). A computer generated report will be completed and a hard copy and/or disc will be provided to NLFD as a permanent record.
- Hydro Testing of Cylinders: Feld Fire charges \$35/cylinder and includes a fill and delivery back to Clear Lake FD.
- Changing of batteries 1-2 times per year depending on usage.

Batteries

SCBA battery life is estimated at 4-6 months with the Pak Tracker module. This is an approximate figure and varies depending on the amount of usage. SCBA Unit uses 6 – AA Batteries (Energizer recommended).

Recalls or Safety Bulletins

Feld Fire, as a 5 Star certified Scott Service Center, is notified immediately of any recalls or safety bulletins issued by Scott Safety. In the event that this would occur Feld Fire would notify Clear Lake Fire Dept personnel of the affected pak(s) and what will be done to remedy the situation. Any/all repairs that are covered under a recall would be done as a warranty service with no cost to Clear Lake Fire Dept. and all repairs done in an expedited manner.

In-Service Training

We will provide hands-on training to members of each agency as agreed upon by both parties at "no additional charge". Feld Fire will include a Scott Safety representative for this training as well.



Delivery

The standard SCOTT SCBA units will be shipped in approximately 4 weeks ARO.

Delivery can be adjusted to accommodate the time line of Clear Lake Fire Dept. for delivery and training.

Pricing

Pricing is agreed to be guaranteed through December 31st, 2016.

If during your review you require any additional documents or information please feel free to contact John Feld at 712-792-3143.

Thank you again for the opportunity to work with your City and Fire Department on this purchase.

Sincerely,

A handwritten signature in cursive script that reads "John M. Feld".

John Feld
Ed M. Feld Equipment Co., Inc. DBA Feld Fire
President
john@feldfire.com

A division of **ED M. FELD EQUIPMENT CO., INC.**

113 North Griffith Road • Carroll, Iowa 51401 • 1330 NW Jefferson St. • Grain Valley, MO 64029
T 800 568 2403 • F 712 792 6658 • www.feldfire.com



Clear Lake Fire Department

Thank you for requesting my involvement in your SCBA Replacement Project. We are pleased to offer our INDUSTRY LEADING MSA G1 Breathing Apparatus for your consideration. We are truly the leader in the Fire Service Breathing Air Industry. At Sandry Fire Supply, we value the safety of the Firefighter and are proud to represent the MSA Brand.

This document is intended to satisfy some of the requests within the "Request for Proposal".

Warranty – Warranty Statement Enclosed.

Loaner – Sandry Fire Supply (SFS) will have a loaner SCBA available if department deems it necessary during time of repairs in the event it needs to be sent out as opposed to SFS repairing on site as is customary for your convenience.

Annual Cost Of Ownership – Annual Flow Testing shall be \$47 per SCBA and \$5 per Face Piece and completed by SFS Mobil Service. We have proposed Rechargeable Batteries thus eliminating the need for "over the counter" battery replacement. The "Mobile Service" will be at the rate stated above with a "Trip Charge" of \$40 plus mileage to be split proportionally with all departments or appointments on the service trip.

Battery Systems – SFS has proposed Rechargeable Batteries thus eliminating the need for regular battery replacement. Rechargeable Batteries are rated for 700 cycles. SFS has proposed a six position Battery Charger.

Recalls / Safety Info – SFS is regularly informed from MSA of any Recalls and Safety Bulletins. In turn, SFS will notify Clear Lake Fire of the Recall or Bulletin and coordinate the resolution accordingly.

Again, thank you for this opportunity and we look forward to Clear Lake Fire putting their confidence in MSA and Sandry Fire Supply for your Breathing Apparatus needs. I personally look forward to earning your business.

Regards,



Neal Stapelkamp

Sandry Fire Supply

563-212-7766

neal@sandryfire.com

**Sandry Fire Supply LLC**

618 6th Street
 DeWitt, Iowa 52742
 Phone:563-659-2357
 Fax:563-659-8147
 Website: www.sandryfire.com

Quote

Valid Till: 10/31/2016

Quote Number : 1707327000001782021

BILL TO:

Clear Lake Fire Department
711 2nd Ave North
 Clear Lake, IA 50428

SHIP TO: false

Clear Lake Fire Department
711 2nd Ave North
 Clear Lake, IA 50428

Account Name: **Clear Lake Fire Department**

Sales Rep: **Neal Stapelkamp**

Contact Name:

Contact Information: **neal@sandryfire.com;563-659-2357**

Product Details	Qty	Price Each	Total
New Product	24	\$4,184.82	\$100,435.68
MSA - G1 Breathing Apparatus #441FF2C2LAR 4500 PSI, Quick Connect Cylinder Attachment, Fabric Cylinder Band, Padded Swiveling Lumbar, Extend Air II "Buddy Breathing", Speaker Voice Enhancement, PASS, & Rechargeable Battery			
msa10161810	35	\$224.96	\$7,873.60
MSA G1 Med. Facepiece			
New Product	48	\$806.27	\$38,700.96
MSA - G1 Carbon Cylinder with Quick Connection #10175708			
New Product	1	\$3,864.44	\$3,864.44
MSA - G1 RIT Bag Kit - Including G1 Facepiece, Regulator, 6' Quick Fill Hose, Extend Aire II, Remote Gauge, & RIT Skid Plate Bag & Storage Pouches and H-60 Cylinder. #10169711 & #10175710			
msa10158385	1	\$340.91	\$340.91
MSA Recharging Station			
msa10144231-SP	35	\$63.13	\$2,209.55
Kit, Filter Adapter Assy, G1fp			
New Product	2	\$238.47	\$476.94
MSA - Filters for above Adapters (Boxes of 20 Filters)			
msa697444	1	\$286.97	\$286.97
Bitrex QLFT Kit			
msa697446	2	\$24.37	\$48.74
SOLUTION,FIT TEST,BITREX			
msa697445	2	\$24.37	\$48.74
SOLUTION,SENST.,BITREX			

Product Details
msa10162403

Qty	Price Each	Total
4	\$349.49	\$1,397.96

Adapter Assy, QC to 1/4 NPT F,
Fill Station Adapters

Sub Total	\$155,684.49
Tax	\$0.00
Adjustment	\$0.00
Grand Total	\$155,684.49

Terms and Conditions



Sandry Fire Supply LLC

618 6th Street
DeWitt, Iowa 52742
Phone:563-659-2357
Fax:563-659-8147
Website: www.sandryfire.com

Quote

Valid Till: 10/31/2016

Quote Number : 1707327000001782065

BILL TO:

Clear Lake Fire Department
711 2nd Ave North
Clear Lake, IA 50428

SHIP TO: false

Clear Lake Fire Department
711 2nd Ave North
Clear Lake, IA 50428

Account Name: **Clear Lake Fire Department**

Sales Rep: **Neal Stapelkamp**

Contact Name:

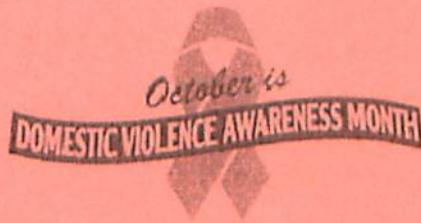
Contact Information: **neal@sandryfire.com;563-659-2357**

OPTIONS

Product Details	Qty	Price Each	Total
New Product	24	\$11.14	\$267.36
G1 Breathing Apparatus - Chest Strap on Harness Assembly			
New Product	24	\$27.84	\$668.16
G1 Breathing Apparatus - Stainless Steel Metal Band for Cylinder Retention			
New Product	24	\$41.77	\$1,002.48
G1 Breathing Apparatus - Adjustable Padded Swivel Lumbar in LIEU of the Padded Swivel Lumbar Quoted			
New Product	8	\$1,590.91	\$12,727.28
MSA - Integrate Thermal Imaging Camera THE MOST EFFECTIVE WAY TO HAVE THERMAL IMAGING WITHIN A BREATHING APPARATUS!			

Sub Total	\$14,665.28
Tax	\$0.00
Adjustment	\$0.00
Grand Total	\$14,665.28

Terms and Conditions



PROCLAMATION

WHEREAS, home should be a place of warmth, unconditional love, tranquility & security. For most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many community members, these blessings are tarnished by violence and fear; and

WHEREAS, domestic violence is more than an occasional family dispute. It is a serious crime that affects people of all races, ethnicities, ages, mental or physical abilities, socioeconomic status, religious backgrounds and genders; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control or abuse; and

WHEREAS, 272 adults & children have been killed in the state of Iowa as a result of domestic violence since 1995; and

WHEREAS, children who grow up in violent homes are abused and neglected at a higher rate than the national average and more than 4 million children in the United States are at risk for witnessing domestic violence each year; and

WHEREAS, domestic violence costs the nation over \$5 billion annually in medical expenses, law enforcement and court costs, shelters and foster care, sick leave, absenteeism and reduced worker productivity; and

WHEREAS, only a coordinated community effort will bring an end to this epidemic of crime and violence and we, as a community, must address the problem of domestic violence in our homes and neighborhoods every day of the year; and

WHEREAS, a coalition of organizations has emerged to directly confront this crisis. Law enforcement officials, victim service programs, health care providers, the faith community and other concerned citizens are helping in the effort to end domestic violence. We must recognize the compassion & dedication of these volunteers & professionals applaud their efforts and increase public understanding of this importance social problem.

NOW THEREFORE, I, Nelson Crabb, Mayor of Clear Lake do hereby proclaim the month of October 2016 as **DOMESTIC VIOLENCE AWARENESS MONTH** and urge all citizens of Clear Lake to observe this month by becoming aware of the tragedy of domestic violence, supporting those who are working toward its end and participating in community efforts.

Dated this 3rd day of October, 2016.

City of Clear Lake