



# 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](http://www.cityofclearlake.com)

Mayor  
NELSON P.  
CRABB

December 16, 2011

City  
Administrator  
SCOTT  
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **December 19, 2011**, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the enclosed agenda for the items discussed below.

## COUNCIL MEMBERS

SHANE W.  
COONEY  
Ward 1

**ITEM #6A 2011 Street Resurfacing Project**. Back in June, the Council awarded the construction contract for the Project to Heartland Asphalt of Mason City, IA. The amount of the contract was \$409,420.96. However, the City had only budgeted \$425,000 for the Project, including engineering and other fees. This left an anticipated \$403,000 for actual construction.

TONY J.  
NELSON  
Ward 2

The contractor has completed the work on the Project and the engineer has now filed the "Certificate of Completion", with the City indicating that the Project has been completed in conformance with the plans & specifications previously approved by the City Council. Enclosed in your packet is Pay Estimate #2, which serves as the "final" pay estimate for the Project. In accordance with the Code of Iowa, payment of the 5% retainage amount cannot occur prior to 30 days having elapsed following the Council's acceptance of the Project.

BEN  
FURLEIGH  
Ward 3

MIKE  
CALLANAN  
At Large

The total value of work completed was \$400,573.09, which is roughly \$2,400 under the construction budget and nearly \$9,000 less than the contract amount.

TERRY  
UNSWORTH  
At Large

The only unresolved item pertains to the amount of liquidated damages to be charged to the contractor for late completion of the project. The contract between the City and Heartland calls for \$400 per "calendar" day. The original completion date on the Project, as bid, was September 15<sup>th</sup>. The completion date was later extended by the Council (Change Order #1), at the urging of Heartland Asphalt, to September 30<sup>th</sup>. The Project engineer has indicated that the Project was complete, with the exception of incidental seeding & backfilling, on October 19<sup>th</sup>.

The amount of liquidated damages, based on an October 19<sup>th</sup> substantial date, would be \$7,600 (19 days at \$400/day). Heartland is not in agreement with the number of days that are proposed to be assessed as liquidated damages. The Council will ultimately need to make a determination on the number of days to be applied as liquidated damages and the final pay estimate will be revised to reflect that number.



**ITEM #6B. Police Services Agreement with Ventura.** The City is under contract to provide Police Services to the City of Ventura through June 30, 2012. Under the terms of that contract, if Ventura wishes to renew the agreement, notice to Clear Lake was necessary prior to December 1, 2012.

Chief Peterson has previously advised the Council of the City of Ventura's desire to extend the Police Services Agreement with Clear Lake. The City Council of Ventura has approved a proposed extension of the current agreement, with annual cost adjustments included for personnel and capital expenses. The proposed extension would be for a 3-year term ending on June 30, 2015.

Except for the term of the Agreement and costs for personnel and vehicle expenses, all other aspects of the current Agreement are unchanged.

**ITEM #6C. Water Systems Module Update.** In November of 2010, the City retained Veenstra & Kimm to conduct an update to its water model. This was desired to better understand the impact that the recently completed water distribution system improvements (at that time [west-end & south-end loops]) would have on the distribution system. Because other critical water distribution system improvements were anticipated to be made as part of the CDBG Phase 1 project, it was determined to wait to conduct any field analysis until that project was completed.

Now that the CDBG Phase 1 improvements have been completed, Veenstra & Kimm has done some preliminary field testing on the distribution system to determine the impact that those water system improvements made in 2010 & 2011 have had on the system. The preliminary report is included in your packet and will be reviewed with the Council.

Please feel free to contact me if you have questions about any of the agenda items.

Scott Flory  
City Administrator

Cc: Jennifer Larsen, City Clerk (with attachments)  
Joe Weigel, Public Works Director (with attachments)  
Linda Nelson, Finance Officer (with attachments)  
Greg Peterson, Chief of Police (with attachments)  
Charlie Biebesheimer, City Attorney (with attachments)  
Jim Boehnke, 3<sup>rd</sup> Ward City Council Member-elect (with attachments)  
Dana Brant, 1<sup>st</sup> Ward City Council Member-elect (with attachments)

TENTATIVE AGENDA  
CLEAR LAKE CITY COUNCIL  
CITY HALL – 15 N. 6<sup>TH</sup> STREET  
MONDAY, DECEMBER 19, 2011  
CITY HALL – COUNCIL CHAMBERS  
6:30 P.M.

1. Call To Order by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
  - A. Minutes – December 5 & 13, 2011.
  - B. Approval of the bills & claims.
  - C. Licenses & Permits:
    - Liquor License: Class C Liquor License (LC) (Commercial) with Outdoor Service & Sunday Sales, The Other Place, (renewal).
    - Amusement License: The Other Place, (renewal).
4. Citizen's opportunity to address the Council on items not on the agenda:
  - In conformance with the City Council's Rules of Procedure, no action can occur on items presented during the Citizens Forum.
  - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
  - Speakers are limited to a maximum of five (5) minutes per person.
5. Unfinished Business:
6. New Business:
  - A. 2011 Street Resurfacing Project:
    - Introduction by Scott Flory, City Administrator.
    - Review of Pay Estimate #2 (final) and "Certificate of Completion", Jason Petersburg, P.E., Veenstra & Kimm.
    - **Motion** to approve **Resolution #11-93**, "A Resolution Accepting the Work."
    - Discussion and consideration of **Motion** by City Council.

B. Police Services Agreement between the Cities of Clear Lake and Ventura:

- Review of request by Greg Peterson, Chief of Police.
- **Motion** to approve **Resolution #11-94**, "A Resolution extending an Agreement for Police Services between the City of Clear Lake and the City of Ventura."
- Discussion and consideration of **Motion** by City Council.

C. Water System Model update – Review of preliminary report::

- Introduction by Scott Flory, City Administrator.
- Review of preliminary report, Jason Petersburg, P.E., Veenstra & Kimm.
- Discussion by City Council.

D. Purchase of financial, accounting, & utility billing software (including conversion and training) from Civic Systems, LLC, Madison, WI:

- Introduction by Scott Flory, City Administrator.
- **Motion** to authorize the purchase of financial, accounting, & utility billing software (including conversion and training) from Civic Systems, LLC, Madison, WI:
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

- Date and time for the "swearing-in" ceremony for newly elect City officials.

9. Public Works Director's Report:

- Update regarding construction of the Airport Watermain Extension Project.

10. City Administrator's Report:

11. City Attorney's Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – January 2, 2012

RESOLUTION No. \_\_\_\_\_

A RESOLUTION ACCEPTING WORK

WHEREAS, on June 20, 2011 the City of Clear Lake, Iowa, entered into a contract with Heartland Asphalt, Inc., of Mason City, Iowa, for the 2011 Street Resurfacing Project, within the City, as therein described; and

WHEREAS, said contractor has fully completed the construction of said improvements, known as the 2011 Street Resurfacing Project in accordance with the terms and conditions of said contract and plans and specifications, as shown on the certificate of the Engineer filed with the Clerk on December 15, 2011:

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

Section 1. That said report of the Engineer be and the same is hereby approved and adopted and said improvements are hereby accepted as having been fully completed in accordance with the said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$392,973.09.

PASSED AND APPROVED this 19<sup>th</sup> day of December, 2011.

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

ATTEST:

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



**CERTIFICATE OF COMPLETION**

**CITY OF CLEAR LAKE  
2011 STREET RESURFACING PROJECT**

October 19, 2011 - Substantial Completion  
October 24, 2011 - Final Completion

Veenstra & Kimm, Inc. hereby certifies that an on-site review of the completed construction of the 2011 Street Resurfacing Project as performed by Heartland Asphalt, Inc. has been performed.

As engineers for the project, it is Veenstra & Kimm, Inc.'s opinion that the work performed is in substantial accordance with the plans, specifications, and that the final amount of the Contract is Three Hundred Ninety Two Thousand, Nine Hundred Seventy Three & 09/100 Dollars (\$392,973.09).

**VEENSTRA & KIMM, INC.**

**Accepted: CITY OF CLEAR LAKE**

By: *Jason Petersburg*  
Jason Petersburg, P.E.

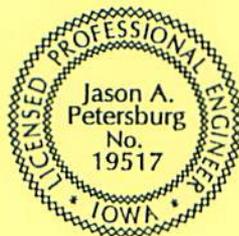
By: \_\_\_\_\_  
Scott Flory

Title: Project Engineer

Title: City Administrator

Date: 12/15/11

Date: \_\_\_\_\_





# 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)

## PAY ESTIMATE NO. 2 - FINAL

Date: December 9, 2011

Project Title	2011 Street Resurfacing Project City of Clear Lake			Contractor	Heartland Asphalt, Inc. 2601 South Federal Avenue Mason City, IA 50401		
Original Contract Amount & Date	\$	409,420.96	June 20, 2011	Pay Period	October 4 - December 2, 2011		

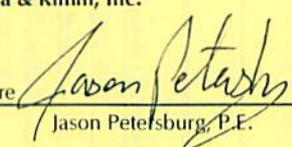
### BID ITEMS

	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
<b>BASE BID - Priorities 1 through 8</b>							
1.1	Mobilization	LS	1	xxxxx	\$ 8,500.00	100.0%	\$ 8,500.00
1.2	Traffic Control	LS	1	xxxxx	\$ 6,500.00	100.0%	\$ 6,500.00
1.3	Railroad Provisions	LS	1	xxxxx	\$ 3,500.00	100.0%	\$ 3,500.00
1.4	Construction Staking	LS	1	xxxxx	\$ 2,500.00	100.0%	\$ 2,500.00
1.5	Pavement Removal	SY	2,308	\$ 11.65	\$ 26,888.20	2,331	\$ 27,156.15
1.6	Pavement Scarification	SY	7,960	\$ 3.60	\$ 28,656.00	8,001	\$ 28,803.60
1.7	HMA Patch, 4" Thick	SY	1,264	\$ 24.55	\$ 31,031.20	1,464	\$ 35,941.20
1.8	PCC Curb & Gutter, 6" Thick	LF	828	\$ 28.80	\$ 23,846.40	907	\$ 26,121.60
1.9	PCC Radius / Flume Pavement, 6" Thick	SY	549	\$ 67.95	\$ 37,304.55	505	\$ 34,314.75
1.10	PCC Sidewalk, 4" Thick	SF	679	\$ 6.94	\$ 4,712.26	1,318	\$ 9,146.92
1.11	PCC Sidewalk, 6" Thick	SF	1,155	\$ 7.42	\$ 8,570.10	819	\$ 6,076.98
1.12	ADA Detectable Warnings	SF	320	\$ 36.85	\$ 11,792.00	288	\$ 10,612.80
1.13	PCC Driveway Pavement, 6" Thick	SY	62	\$ 64.10	\$ 3,974.20	63	\$ 4,038.30
1.14	Fixture Adjustment, Manhole - Type 1	EA	3	\$ 485.00	\$ 1,455.00	2	\$ 970.00
1.15	Fixture Adjustment, Manhole - Type 2	EA	12	\$ 575.00	\$ 6,900.00	9	\$ 5,175.00
1.16	Fixture Adjustment, Valve Box	EA	5	\$ 100.00	\$ 500.00	5	\$ 500.00
1.17	Curb Grinding	LF	15	\$ 15.00	\$ 225.00	23	\$ 345.00
1.18	Aggregate Base Course	TON	450	\$ 25.70	\$ 11,565.00	352.29	\$ 9,053.85
1.19	Aggregate Surface Course	TON	40	\$ 25.00	\$ 1,000.00	29.80	\$ 745.00
1.20	HMA Level Course	SY	2,223	\$ 4.60	\$ 10,225.80	3,126	\$ 14,379.60
1.21	HMA Surface Course, 2" Thick	SY	24,325	\$ 7.37	\$ 179,275.25	22,482	\$ 165,692.34
1.22	HMA Testing	LS	1	xxxxx	\$ 500.00	100.0%	\$ 500.00
<b>TOTAL</b>					<b>\$ 409,420.96</b>		<b>\$ 400,573.09</b>

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$ 409,420.96	\$ 400,573.09
Approved Change Orders (list each)	Change Order #1	\$ -	\$ -
		\$ -	
Revised Contract Price		\$ 409,420.96	\$ 400,573.09
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 400,573.09
Less Liquidated Damages (19 days at \$400 per day)			\$ (7,600.00)
Value of Completed Work and Materials Stored less Liquidated Damages			\$ 392,973.09
Less Retained Percentage (5%)			\$ (19,648.65)
Net Amount Due This Estimate			\$ 373,324.44
Less Estimate(s) Previously Approved	No.1	\$ 340,631.05	
	No.2		
	No.3		
	No.4		
	No.5		
Less Total Previously Approved			\$ (340,631.05)
Percent Complete	97.8%	Amount Due This Estimate	\$ 32,693.39

The amount \$ 32,693.39 is recommended for approval for payment in accordance with the terms of the contract.

The retainage amount \$ 19,648.65 is recommended for payment 31 days after Owner acceptance of the work in accordance with the terms of the contract, providing all punchlist items are complete.

Quantities Complete Submitted By: Heartland Asphalt, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Clear Lake
Signature David Ricken	Signature  Jason Petersburg, P.E.	Signature Nelson Crabb / Scott Flory
Title Project Manager	Title Project Engineer	Title Mayor / City Administrator
Date	Date 12/15/11	Date

**Scott Flory**

---

**From:** "Jason Petersburg - VK" <jpetersburg@v-k.net>  
**To:** "Clear Lake, Scott Flory" <florys@netins.net>  
**Cc:** "Clear Lake, Joe Weigel" <jweigel@netins.net>  
**Sent:** Monday, December 12, 2011 9:53 AM  
**Subject:** Street Resurfacing  
Scott,

Dave R. and I have agreed on final quantities for the 2011 Street Resurfacing Project. Below is a summary of the overall construction costs:

Contract Amount: \$409,420.96 (City Construction Budget: \$403,000)

Final Value Completed: \$400,573.09 (under budget \$2,400)

Dave and I had a nice long talk about the liquidated damages. He is not in agreement with the liquidated damages as proposed. Note the liquidated damages for this project per the contract between Heartland Asphalt and the City were \$400 per calendar day.

The dates that specific items were completed are as follows:

- Complete HMA Paving: September 30, 2011
- Complete PCC Radius and Flume: October 6, 2011
- Complete Sidewalks: October 17, 2011
- Complete Manhole Adjustments: October 19, 2011
- Complete Incidental Backfilling and Seeding: October 24, 2011

After Change Order No. 1, the Completion Date was changed from September 15 to September 30. Dave argued that since the backfilling and seeding work was an incidental the substantial completion was when the last pay item was completed. Since Heartland showed up in a timely manner after the other work was completed to finish the incidental backfilling and seeding work I would be agreeable to this.

Dave also noted that there was 16% more sidewalk work actually completed than plan, which he estimated an additional 2 days worth of work.

His proposal was to subtract the 2 days of additional sidewalk work from October 19 and only count working days for liquidated damages, which amounts to 11 working days late, or \$4,400 in liquidated damages.

Note per the contract the liquidated damages are based on calendar days, and the City extended the contract completion date 15 days already which would be more than adequate to cover the additional sidewalk work he claims. Per the contract, the liquidated damages would be based on the substantial completion date of October 19, 19 calendar days past the September 30 completion date which amounts to \$7,600 in liquidated damages.

I informed Dave that this was a City decision and not a V&K decision. As such, I am sending this email to you for your input on the matter.

Let me know what you think.



2601 South Federal Ave.  
Mason City, IA 50401  
Phone (641) 424-1733  
Fax (641) 424-0334  
www.HeartlandAsphalt.com

Jason Petersburg, P.E.  
Veenstra & Kimm, Inc.  
2800 4<sup>th</sup> St. S.W., Suite 9  
Mason City, IA 50401

September 14, 2011  
RECEIVED SEP 22 2011

RE: Clear Lake – 2011 Street Resurfacing Project

Dear Jason:

This letter is in regards to the above mentioned projects completion date of September 15, 2011 that was established by the city. Per our conversation before the above project was bid, and again at the preconstruction meeting, where we stated that we would not be able to meet this date due to the amount of concrete work involved in this project that had to be done before we can perform the pavement scarification and asphalt overlay work. Our concrete crew fell behind schedule due to the wet weather in May and June and several of the projects they were supposed to be working on during that time were not made available to us until July at which time we started working on them. With these projects timeline being pushed back due to inclement weather, it has in turn delayed us getting started on this project as explained at the preconstruction conference and noted on our schedule at the time.

I am making a formal request in writing that the satisfactory completion date for this project be pushed back to October 6, 2011. As of the date of this letter we have completed over 50% of the concrete work and 40% of the asphalt resurfacing work.

Our continuing schedule is as follows:

Week of Sept. 19<sup>th</sup> we will continue to work on the concrete curb and gutter work and PCC Radius's on 9<sup>th</sup> Ave., 11<sup>th</sup> St., and 10<sup>th</sup> St. from Main to 7<sup>th</sup> Ave.

End of week of Sept. 19<sup>th</sup> we will be performing pavement scarification on 9<sup>th</sup> Ave., and 11<sup>th</sup> St.

On Sept. 26<sup>th</sup> we will perform pavement scarification on 10<sup>th</sup> St. from Main to 7<sup>th</sup> Ave. once concrete work is complete on this street.

On September 27<sup>th</sup> we will begin placing the Hot Mix Asphalt levelers and Surface on 9<sup>th</sup> Ave., 11<sup>th</sup> St. and 10<sup>th</sup> St. from Main to 7<sup>th</sup> Ave. along with doing the Full Depth Asphalt Finish Patches scattered around town.

Week of Sept. 26<sup>th</sup> concrete crew will continue to work on H-cap ramps and Fixture Adjustments.

With decent weather in the coming weeks we should have everything done, backfilled and cleaned up by October 6<sup>th</sup>. We will continue to diligently work hard on completing this project in a satisfactorily time frame that is the least of inconvenience as possible to the general public yet ensuring that we get a quality job done at the same time.

Please discuss this extension of the completion date with the City and if there are any questions, Please contact me.

Sincerely,

Dave Ricken  
Vice President - Project Manager

**Scott Flory**

---

**From:** "Jason Petersburg" <jpetersburg@v-k.net>  
**To:** <jweigel@netins.net>; <florys@netins.net>  
**Sent:** Thursday, December 15, 2011 7:01 PM  
**Subject:** Fwd: RE: 2011 Street Resurfacing Project, Clear Lake

Jason in reply to our phone conversation, listed below is what I feel would be acceptable for the liquid dated damages on the City Resurfacing project.

On Sept 30<sup>th</sup> we finished paving all streets. At that time all streets were opened to traffic.

The week of Oct. 3 thru Oct 7<sup>th</sup> we worked on 4" and 6" PCC sidewalk and finished up the 6" PCC Radius. On night of 10/11 and 10/12 we received 0.36" of rain and could not work on the sidewalks as it was too wet. This was the critical item at this point of the project. Therefore I feel this should be counted as a rain day.

Remainder of week 10/13 & 10/14 we removed conc. and repoured the flumes that we had to redo on Heartland's dime. On that Friday we poured 4" and 6" sidewalk that we had set up.

On Monday 10/17 we finished forming and pouring the 4" and 6" PCC Sidewalks

No work was done on the 18<sup>th</sup> and on the 19<sup>th</sup> we came in and raised all of the manholes.

You said that you called the project substantially complete as of Oct. 19<sup>th</sup>. Which is where you got your 19 days for number of calendar days that went past the specified completion date of Sept. 30<sup>th</sup>.

Per our discussion, we will get credit for 1 day for the work that was done to redo the 6" PCC Flumes / Radius.

1 Day credit for the additional quantity of 4" and 6" PCC sidewalk that was done which amounted to over 300 s.f.

We should also receive credit for the rain day on 10/12 as we could not work on the critical path of the project. If you take these 3 work days off of the 19<sup>th</sup> we would have substantially completed all contract work by October 14<sup>th</sup>, therefore we should not be getting charged for the weekend of Oct. 15<sup>th</sup> & 16<sup>th</sup>.

Even though the contract says calendar days, we were not allowed to work on Sundays, so I don't know how you can charge for these days. I am sure the residences that live on these streets would not have been very appreciative if we were to have worked on Sundays in front of their house on their day of relaxation and quiet time. Therefore we should not be charged for the days of 10/2 and 10/9 which accounts for 2 more days.

In summary, I come up with a total of 7 days that should be deducted from your original 19 days that you came up with. That would give us a total of 12 days at \$400 / day = \$4800.00.

This is what I will be willing to agree to. As I explained on the phone I will stop in and talk to Scott about this in more detail on Friday morning. Please pass this onto him and if you have any questions, Please call me.

Thanks for your time.

Dave Ricken  
 Vice President  
 Heartland Asphalt, Inc.

**RESOLUTION NO.**

**AN EXTENSION TO THE AGREEMENT FOR POLICE SERVICES BETWEEN  
THE CITY OF CLEAR LAKE AND THE CITY OF VENTURA**

**WHEREAS**, in October of 2009, the City of Clear Lake entered into a contract, with the City of Ventura (hereinafter referred to as "Ventura") for police services; and

**WHEREAS**, Ventura desires to extend the contract with Clear Lake for law enforcement services including but not limited to, monitoring and enforcing state and local traffic regulations, investigating traffic accidents, preparing traffic investigation reports both criminal and civil, and conducting general law enforcement services; and

**WHEREAS**, the Ventura City Council has committed to extend the Police Services Agreement through June 30, 2015.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLEAR LAKE DOES RESOLVE AS FOLLOWS:**

SECTION 1. The City Council finds each recital set forth above to be true and correct, and by this reference incorporates each as an integral part of this Resolution.

SECTION 2. The City Council authorizes the Mayor to extend, until June 30, 2015, the existing contract with the City of Ventura to provide police services.

SECTION 3. This resolution shall become effective immediately following passage and adoption thereof.

**PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF CLEAR LAKE** this 19<sup>th</sup> day of December 2011,

APPROVED:

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

ATTEST:

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

Preparer Information: Charles H. Biebesheimer, Stillman Law Firm, 304 Main Ave., PO Box 127, Clear Lake IA 50428

**EXTENSION AND AMENDMENT TO  
CHAPTER 28E AGREEMENT**

**POLICE SERVICES AGREEMENT BETWEEN  
THE CITY OF CLEAR LAKE, IOWA AND THE CITY OF VENTURA, IOWA**

This Agreement is made pursuant to Chapter 28E of the Iowa Code between the City of Clear Lake, Iowa, and the City of Ventura, Iowa.

**WHEREAS** the City of Clear Lake, Iowa and the City of Ventura, Iowa have entered into such an agreement for the provision of 24 hour police services to the City of Ventura by the City of Clear Lake, said Agreement filed October 29, 2009 as Document 2009-8360; and

**WHEREAS** the Agreement expires by its terms on June 30, 2012, unless extended by the City of Clear Lake, Iowa and the City of Ventura, Iowa; and

**WHEREAS** the City of Clear Lake, Iowa and the City of Ventura, Iowa both desire to extend the Agreement for an additional Three year term; and

**WHEREAS** the City of Clear Lake, Iowa and the City of Ventura, Iowa both desire to Amend certain portions of the Agreement;

**NOW, THEREFORE**, the City of Clear Lake, Iowa and the City of Mason City, Iowa desire to extend and amend the provisions of the previously enacted 28E agreement to allow for an increase costs to the City of Clear Lake, Iowa involved in implementing this Agreement do

hereby agree as follows:

That Paragraph 2 of the 28E Agreement filed as Document 2009-8360 is hereby Amended to read as follows:

2. This agreement shall be for a period of three fiscal years, commencing on July 1, 2012 and terminating June 30, 2015, and that notice of intent to negotiate an extension of this Agreement beyond the term set forth above shall be given to the City of Clear Lake prior to December 1, 2014.

That Paragraph 4 of the 28E Agreement filed as Document 2009-8360 is hereby Amended to read as follows:

4. The City of Ventura will pay the City of Clear Lake for the provisions of law enforcement services as follows:

Personnel:

Year One:	\$78,675.00
Year Two:	\$80,250.00
Year Three:	\$81,850.00

Fuel and Vehicle Maintenance:

Year One:	\$3,000.00
Year Two:	\$3,000.00
Year Three:	\$3,000.00

These payments are to be made quarterly.

In addition to the payments set forth above, the City of Ventura shall annually set aside \$9,333 in a replacement vehicle reserve fund for the duration of this agreement. This money shall be used for the purchase of a new squad car. Should a new or amended 28E agreement between the cities be made in the final year of this agreement, to continue police services beyond the term of this agreement, this money shall be utilized by the City of Clear Lake for the purchasing of a new squad car. When the money for a new squad car becomes available, the Clear Lake Police Department will place an order for a new squad car. When delivery of that new squad car takes place, this money shall be transferred to the City of Clear Lake. Should a new or amended 28E agreement not be made to extend the provision of services beyond the three years of the current agreement, these funds shall be retained by the City of Ventura.

In all other respects the 28E Agreement filed October 21, 2009 as Document 20098-8360 shall remain in full force and effect.

This Extension and Amendment shall become effective upon its approval and execution by the

City of Clear Lake, Iowa and the City of Ventura, Iowa and its recording with the Iowa Secretary of State and the Cerro Gordo County, Iowa Recorder.

CITY OF CLEAR LAKE, IOWA

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

ATTEST:

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

State of Iowa            )  
                                  )ss  
Cerro Gordo County    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an notary public for the State of Iowa, personally appeared Nelson Crabb and Jennifer Larsen, to me personally known, and who, being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clear lake, Iowa, a municipal corporation; that the corporation has a seal, and that the foregoing instrument was signed on behalf of the City of Clear Lake, Iowa by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ adopted by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that Nelson Crabb and Jennifer Larsen acknowledged the execution of the instrument to be the voluntary act and deed of the City of Clear Lake, Iowa by it and them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

CITY OF VENTURA, IOWA

By \_\_\_\_\_  
George Simpson, Mayor

ATTEST:

\_\_\_\_\_  
Else Taylor, City Clerk

State of Iowa            )  
                                  )ss  
Cerro Gordo County    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an notary public for the State of Iowa, personally appeared George Simpson and Else Taylor, to me personally known, and who, being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ventura, Iowa, a municipal corporation; that the corporation has a seal, and that the foregoing instrument was signed on Behalf of the City of Mason City, Iowa by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ adopted by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that George Simpson and Else Taylor acknowledged the execution of the instrument to be the voluntary act and deed of the City of Ventura, Iowa by it and them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



**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)

---

December 15, 2011

Mr. Scott Flory  
City Administrator  
City of Clear Lake  
15 North Sixth Street  
P.O. Box 185  
Clear Lake, IA 50428

COPY

WATER MODEL UPDATE - PRELIMINARY FINDINGS  
CITY OF CLEAR LAKE WATER DISTRIBUTION SYSTEM IMPROVEMENTS  
CLEAR LAKE, IA  
38394

Dear Scott:

Per your request this letter is offered as a status update of the City of Clear Lake's recent major water distribution system improvements, and as a result updates to the City's water model. As has been discussed in the past, the water towers must be able to serve the City of Clear Lake in two ways.

- Provide adequate **storage** capacity.
- Provide adequate **fire flows and pressures** throughout the community.

In March of 2009, Veenstra & Kimm, Inc. completed the Water Tower Analysis for the City of Clear Lake. The purpose of the study was to determine if it is possible to reduce the operating and maintenance costs associated with the City's municipal water system, both short term and long term, by possibly removing one or more of the existing towers from service, or by replacing one or more of the existing towers with a new high capacity, low maintenance tower. To facilitate changes in the water tower configuration, major water distribution system improvements were identified in order to maintain flows and residual pressures within the water distribution system equal to, or better, than what is currently provided.

The removal of the Main Water Tower from service was determined to be a feasible alternative, however it should be noted that it may leave the City with inadequate storage in the future depending on growth within the community. Currently the City of Clear Lake has 2,000,000 gallons of storage, and with the removal of the Main Water Tower this would be reduced to 1,500,000 million gallons. The Iowa Department of Natural Resources design standards require that Cities shall have adequate storage of at least one Average Day's Demand, and recommend that they have enough water storage to meet one Peak Day's Water Demand. To meet the Iowa Department of Natural Resources design

standards for storage based on current flows, the City is required to have at least 880,000 gallons, or 1,000,000 gallons in elevated storage, and the recommended storage would be 1,600,000 gallons. Note the City of Clear Lake would meet the minimum storage requirements with the removal of the Main Water Tower and would be very close to the minimum storage recommended by the IDNR. As such, the City of Clear Lake could feasibly remove the Main Water Tower based on current water storage requirements.

The City of Clear Lake made major water distribution system improvements in 2010 and 2011. The 2010 improvements included the south end and the west end water main loops that were identified in the Water Tower Study.

The 2011 improvements were completed as part of the City's CDBG Sanitary Sewer Collection System Improvement Project. Not only did the 2011 water main improvements replace old, structurally deficient water mains, but they also completed some of the key upgrades to the system that were identified in the Water Tower Study. The upgrades in the water distribution system completed by these two projects were identified in the Water Tower Study. By making these improvements, it was determined the City could feasibly abandon all three of the older multi-legged water towers and replace them with one additional water tower in the north west area of the City. The recommended improvements are identified on the attached copy of Figure 6-5G which is an excerpt from the Water Tower Study.

Since these recommendations were based on a computer model, Veenstra & Kimm, Inc. recommended that the City of Clear Lake complete actual flow testing following the completion of these improvements to verify the accuracy of the model. The City retained Veenstra & Kimm, Inc. in November of 2010 to complete the field testing and water model update associated with the 2010 Water Distribution System Improvements. However, since the 2011 CDBG Sanitary Sewer Collection System Improvements also included key improvements to the water distribution system that were recommended as part of the Water Tower Study, Veenstra & Kimm, Inc. waited until November 2011 after all of the water main construction was completed to perform the field testing component of the water model update.

On November 30, 2011 Veenstra & Kimm, Inc. performed fire hydrant flow testing throughout the City of Clear Lake's water distribution system. Each of the fire hydrants was flow tested 2 times. The first test was with the system operating with all the water towers on line. For the second test, the Main Water Tower was shut off. **While this data has not been used yet to recalibrate the water model, Veenstra & Kimm, Inc. was very pleased with the results noted during the testing. Even after the Main Tower was shut off, there was very little difference in flow and residual pressure noted at each of the hydrants tested.** After the model is updated the results will be compared to the results predicted with the computer model and a final recommendation will be presented to the City

Council.

**It is worth noting that as a result of the distribution improvements completed the available fire flows in the west part of town are now at least 2 times higher than what was previously available for fire flows. Prior to the improvements the west end of town had the poorest flows with much of the area having an available fire flow of less than 500 gallons per minute.**

To further follow the overall plan of reducing the operating and maintenance costs associated with the City's municipal water system, both short term and long term, by possibly removing one or more of the existing towers from service, or by replacing one or more of the existing towers with a new high capacity, low maintenance tower, the City of Clear Lake has authorized Veenstra & Kimm, Inc. to move forward with an Elevated Water Tower Site Analysis. This study, authorized in November 2011, will analyze the feasibility of potential sites for constructing a new water tower towards the north and west part of town. Since the Water Model Update is covering the hydraulic feasibility, this analysis will focus on the individual site characteristics associated with potential sites. The criteria that will be evaluated for each of the sites will at a minimum include:

- Site topography
- Site elevation
- Property availability
- Proximity to adequately sized water mains
- Site accessibility
- Preliminary Soils and Foundation Analysis

Veenstra & Kimm, Inc. is in the preliminary stages of this study and will soon be requesting potential site recommendations from City Staff.

To summarize, since the completion of the Water Towers Study in 2009 the City of Clear Lake has made substantial water distribution system improvements. These recommended improvements are not only improving the flows in the deficient areas of town but are also providing the City flexibility and options when it comes time to make water tower repairs or upgrades. Now that the improvements are completed Veenstra & Kimm, Inc. will continue working with the City to verify the results predicted by the model before making the final recommendation to the City to eliminate the older high maintenance water towers and construct another larger lower maintenance water tower.

Mr. Scott Flory  
December 15, 2011  
Page 4

Please feel free to contact the undersigned if you have any questions regarding this agreement.

Sincerely,

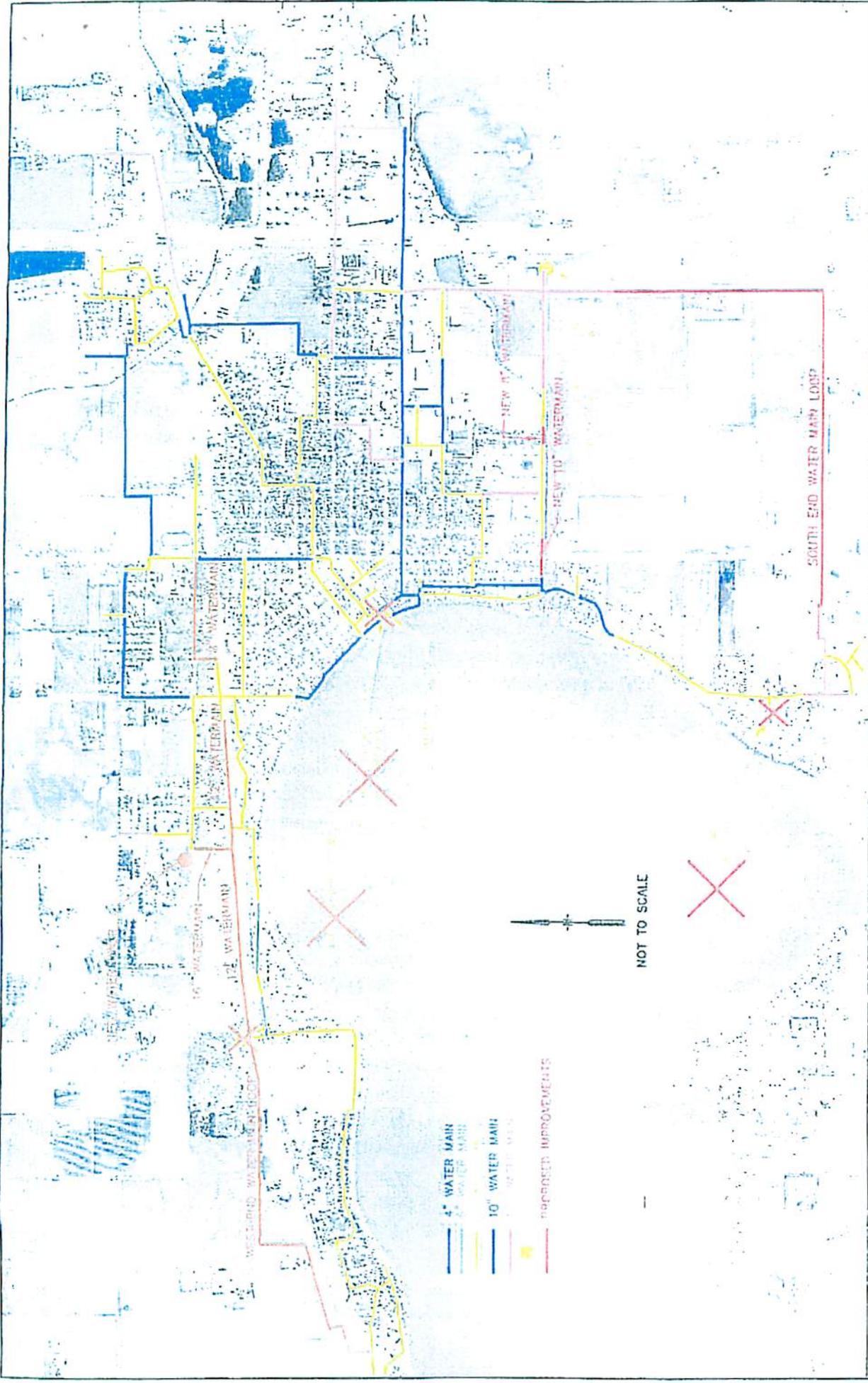
**VEENSTRA & KIMM, INC.**

**Original Signed By  
Jason Petersburg**

Jason Petersburg, P.E.  
Project Engineer

cc: Joe Weigel - Public Works Director, City of Clear Lake

JAP:pjh;V:\V&K\Clients\Municipal\Clear Lake\Project Files\Water Model Update\Client Cor\Scott F. Model Update Status 121511



ALTERNATIVE 5G  
 REMOVE THREE OLD TOWERS & CONSTRUCT NEW WATER TOWER AT PROPOSED SITE A  
 ALTERNATIVE 6-5F WITH ADDITIONAL WATERMAIN IMPROVEMENTS ALONG HIGHWAY 18