



CITY OF CLEAR LAKE

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Phone (641) 357-5267 • Fax (641) 357-8711
www.cityofclearlake.com

Mayor
NELSON P.
CRABB

April 13, 2012

City
Administrator
SCOTT
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **April 16, 2012**, 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

DANA
BRANT
Ward 1

TONY J.
NELSON
Ward 2

JIM
BOEHNKE
Ward 3

MIKE
CALLANAN
At Large

TERRY
UNSWORTH
At Large

ITEM #6A. **Industrial Park 3rd Addition Storm Sewer Project.** At its meeting on April 2nd, the City Council awarded the construction contract for the Project to Charlson Excavating of Clear Lake, IA. The amount of the contract is \$52,035. The City has now received the Contract & bonds (performance, payment, & maintenance) and Certificate of Liability Insurance from the contractor. All these submittals have been reviewed for compliance with the contract documents by City staff and the Project consulting engineer and have been determined to be in compliance.

It is anticipated that a pre-construction conference will be set for next week and the "Notice to Proceed" will be issued at that time. The Project is to be substantially complete by May 28th.

ITEM #6B. **7th Avenue N. Storm Sewer (Willow Creek) Outlet Project.** At its meeting on April 2nd, the City Council awarded the construction contract for the Project to Nettleton Excavating, Joice, Iowa. The amount of the contract is \$127,901.75. The City has now received the Contract & bonds (performance, payment, & maintenance) and Certificate of Liability Insurance from the contractor. All these submittals have been reviewed for compliance with the contract documents by City staff and the Project consulting engineer and have been determined to be in compliance.

It is anticipated that a pre-construction conference will be set for next week and the "Notice to Proceed" will be issued at that time. The Project is to be substantially complete by May 25th and ready for final acceptance not later than June 22nd.



ITEM #6C. **Lincoln Village Planned Housing Development.** The Council will consider a Resolution approving the Planned Housing Development for Lincoln Village. This was previously considered some time ago by the Planning & Zoning Commission, which has recommended the Council's favorable consideration of the request from the developers. There are no changes from the iteration that the Council has previously viewed as part of the consideration of its support for the relocation of various City infrastructure and street right-of-way restoration, in conjunction with the Lincoln Village project.

ITEM #6D. **Floodplain Management Ordinance Revisions.** Clear Lake's Floodplain Management Ordinance was originally adopted in July, 1987, as part of the City's efforts to comply with Federal Emergency Management Agency (FEMA) regulations and, therefore, be eligible to participate in the National Flood Insurance Program (NFIP). This Ordinance references a Flood Insurance Rate Map that was prepared in August, 1987, to identify properties within the 100-year floodplain. It is within these identified areas where construction or development must comply with the contents of the Floodplain Management Ordinance.

At this time, to remain compliant with FEMA regulations and to remain eligible for the NFIP, the City needs to update its Floodplain Management Ordinance. The proposed revisions, as recommended by the Iowa DNR, are mostly routine updating of names and vocabulary to the text of the Ordinance. No changes will be made to the map, as part of this updating.

The City has published notice of a public hearing on the proposed revisions to the floodplain management ordinance. Following the public hearing the Council will consider the 1st reading of an Ordinance approving the revisions. The 2nd and final readings of the Ordinance will be held on April 30th and May 7th, respectively. The summary Ordinance will be published on May 9th and submitted to the State prior to the May 16th deadline.

ITEM #6E. **S. 20th Street Intersection(s) & Stormwater Project.** In November of 2009, Veenstra & Kimm completed a preliminary engineering report for S. 20th Street (Main Avenue – 2nd Avenue S.), on behalf of the City. The purpose of the Report was to assist City officials and staff in determining and planning the scope and nature of any future prospective improvements. Also, in an earlier pavement condition analysis, which was completed by Snyder & Associates in

2007, the roadway had a pavement condition index score which placed it in the "very poor" category.

This segment of S. 20th Street was originally constructed in circa 1969 as a 24' wide roadway, from edge of pavement to edge of pavement. Ten (10) years later, a 42" curb & gutter section was added and specially assessed to the adjacent property owners. Currently, the street is in a distressed condition, which has impacted the overall "rideability" of the street, however, the curb & gutter cross-section is primarily in good condition with only a few defective areas. The consultant is of the opinion that the pavement distress is most likely the result of poor drainage and sub-surface moisture. Additionally, there are no sidewalks located in this vicinity.

The City's watermain was substantially upgraded in 1975 and is not located under the roadway pavement; water services were also upgraded at that time. There is a small portion of the City's sanitary sewer collection system that crosses the traveled portion of the roadway, but generally, private sanitary sewer services are either located in the rear yards or would be relocated out from under any future paving improvements.

This vicinity of the City is substantially inadequate in terms of stormwater drainage, which has likely been the primary cause for the roadway's deterioration. There is also no subdrain on either side of this segment of S. 20th Street.

In terms of average daily traffic, there are about 1,500 vehicles a day that travel this section of roadway, with about 5% of those being truck traffic.

In evaluating the alternatives for improvements, complete reconstruction would be the most desirable approach, but it also carries along with it the greatest cost. It is, therefore, suggested that the City initiate a project that would entail the complete reconstruction of the following intersections: the south portion of the intersection of Main Avenue & S. 20th Street and the full intersections of S. 20th Street & Main and S. 20th Street & 2nd Avenue S. Additionally, it is suggested that the Council initiate special assessments for sidewalk construction in the neighborhood, which is located in close proximity to both the middle school and Jr. & Sr. high school. Lastly, it is recommended that the Council initiate the construction of various stormwater improvements in the vicinity.

The estimated cost of this construction work is estimated at \$425,000. It should be noted, that sidewalk improvements represent roughly \$150,000 of that amount. The improvement of this segment of S. 20th Street was one of the major projects the Council budgeted for in FY 13 (\$470,000).

Enclosed in your packet is a professional services agreement with Veenstra & Kimm for complete services related to design, bidding, and special assessment work. The proposal for professional services has been negotiated with the consultant at \$42,150, which is roughly 9.7% of the cost of construction.

It is proposed that the Project would be let for bid and constructed in two (2) separate contracts – a contract for the underground improvements (storm sewer, subdrain, etc.) and a separate contract for the above-grade improvements (paving, sidewalks, etc.). The tentative schedule calls for the Contract #1 to be let for bids in September, with construction being completed by November 30th. Contract #2 would be completed by June 15th of 2013.

It should also be noted, that the paving design for the intersections would take into consideration a potential future "milling" & street resurfacing project for the segments of the roadway in between the paved intersections. In that case, prior to initiating such a project, the City staff could monitor how the roadway reacts following the construction of the stormwater improvements.

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)

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, APRIL 16, 2012
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 – April 2, 2012.
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - **Liquor Licenses:** Special Class C Liquor License (BW) (Beer/Wine) with Sunday Sales, Clear Lake Arts Council, (renewal); Class C Liquor License (LC) (Commercial) with Outdoor Service and Sunday Sales, South Shore Inn, (new).
 - **Excavator's License:** Lauen-Son Construction, Meservey; Mort's Inc., Latimer, (renewals).
 - **Amusement License:** Rumorz, (renewal).
 - **Tree Trimmer's License:** Blanchard Tree Service, Mason City; Keeling Tree Service, Mason City, (renewals).
 - **Cigarette Permit:** Kum & Go #301 and Kum & Go #302, (renewals).
 - **Street Closing Request:** Clear Lake Area Chamber of Commerce, Earth Day Fun Run & Festival, Saturday, April 21st.
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. Industrial Park 3rd Addition Storm Sewer Improvement Project:
 - Review of request, Scott Flory, City Administrator.
 - **Motion** to approve **Resolution #12-23**, "A Resolution approving Contract & bonds - Industrial Park 3rd Addition Storm Sewer Improvement Project."
 - Discussion and consideration of **Motion** by City Council.

B. 7th Avenue N. Storm Sewer Outlet (Willow Creek) Improvement Project, 2012:

- Review of request, Scott Flory, City Administrator.
- **Motion** to approve **Resolution #12-24**, “A Resolution approving the Contract & bonds for the ‘7th Avenue N. Storm Sewer Outlet (Willow Creek) Improvement Project, 2012’”.
- Discussion and consideration of **Motion** by City Council.

C. Lincoln Village Planned Housing Development:

- Introduction by Scott Flory, City Administrator.
- Review of request, Gary Veeder, President, The Green Group.
- **Motion** to approve **Resolution #12-25**, “A Resolution of the City Council of the City of Clear Lake, Iowa, approving site development and Planned Housing Development Permit for Lincoln Village.”
- Discussion and consideration of **Motion** by City Council.

D. Floodplain Management Ordinance Revisions:

- Introduction by Charlie Biebesheimer, City Attorney.
- Review of request and recommendation from Planning & Zoning Commission, John Marino, Chief Building Official.
- Public Hearing.
- **Motion** to close public hearing.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Ordinance #803**, “A summary Ordinance approving an ordinance amending the Code of Ordinance of the City of Clear Lake, Iowa, 2003, by repealing Chapter 165 Section 53 “Floodplain Management” in its entirety and adopting new “Floodplain Management” provisions in lieu thereof to be known as Chapter 165 Section 53 “Floodplain Management”(1st reading)

E. S. 20th Street (Main Ave-2nd Ave S.) Intersection(s) Reconstruction & Storm Sewer Improvement Project:

- Introduction by Scott Flory, City Administrator.
- Review of proposal, Jason Petersurg, Veenstra & Kimm.
- **Motion** to approve Engineering Services Agreement with Veenstra & Kimm for the S. 20th Street (Main Ave-2nd Ave S.) Intersection(s) Reconstruction & Storm Sewer Improvement Project.
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police’s Report:

- Review of proposed “draft” of Noise Ordinance.

8. Mayor's Report:

9. Public Works Director's Report:

- Update regarding CDBG Sanitary Sewer Collection System Improvement Project (Phase 2).
- Review of collection totals for Spring Large Item Pick-Up .

10. City Administrator's Report:

11. City Attorney's Report:

12. Other Business:

A. "One Corridor" Agreement – North Iowa Corridor EDC:

- Review of request, Brent Willett, Executive Director, North Iowa Corridor EDC.
- Discussion by City Council.

B. Update regarding 209 1st Avenue S. adjacent alley way(s) paving project, Mike Danburg, P.E., Yaggy Colby Associates.

13. Adjournment.

NEXT MEETING (SPECIAL) – APRIL 30, 2012

NEXT REGULAR MEETING – MAY 7, 2012

RESOLUTION No. _____

**A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BONDS FOR
THE INDUSTRIAL PARK 3RD ADDITION STORM SEWER
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 Industrial Park 3rd Addition Storm Sewer 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, Co., Clear Lake, Iowa

Bond surety: Merchants Bonding Company

Date of Bond: April 16, 2012

Portion of project: All construction work.

PASSED AND APPROVED, this 16th day of April, 2012.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

SECTION 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 16th day of April, 2012, by and between

City of Clear Lake

(hereinafter called OWNER) and

Charlson Excavating Co., Inc.

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as Industrial Park 3rd, Clear Lake, Iowa.
Addition Storm Sewer Improvement Project

Article 2. ENGINEER.

The Project has been designed by Yaggy Colby Associates who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 Work under the proposed contract shall commence within 10 days after the Notice to Proceed and all work shall be completed and ready for final acceptance by May 28, 2012.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$250 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: Unit Price.

4.2 The OWNER agrees to pay and the CONTRACTOR agrees to accept payment in accordance with the prices bid for the unit items as submitted in the CONTRACTOR'S Proposal and as shown on attached Exhibit A, the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be Fifty-two Thousand, Thirty-five dollars (\$52,035.00). Quantities shown are approximate only and are solely for the purpose of facilitating the comparison of bids. CONTRACTOR's compensation will be computed upon the basis of the actual quantities in the completed Work, whether they be more or less than those shown. OWNER reserves the right to change quantities to be furnished. Unit prices bid control, regardless of actual quantities required.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment utilizing Exhibit A.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 5th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units completed.

5.1.1 Prior to Substantial Completion, progress payments will be made in amounts equal to payment to CONTRACTOR of 97% of the Contract Price, less the aggregate of payments previously made.

5.2 Final Payment. No sooner than 30 days following final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

7.1 This Agreement.

7.2 Exhibits to this Agreement (page 1, inclusive).

7.3 Standard General Conditions (pages 1 to 42, inclusive).

7.4 Modifications to General Conditions (pages 1 to 6, inclusive).

7.5 Project manual and plan sheets bearing the title "Public Storm Sewer Project, Clear Lake, Iowa and consisting of divisions as listed in Construction Documents table of contents.

7.6 Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, 2009.

Article 8. MISCELLANEOUS.

8.1 Terms used in this Agreement are defined in the Project Considerations section of the Project Manual.

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

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

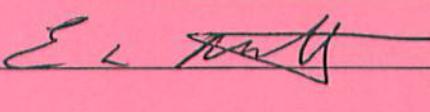
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on April 16, 2012.

OWNER City of Clear Lake

BY Scott Flury

CONTRACTOR Charlson Excavating Co., Inc

BY X 

END OF SECTION

EXHIBIT A
PUBLIC STORM SEWER PROJECT
CLEAR LAKE INDUSTRIAL PARK
CLEAR LAKE, IOWA
11635-12

<u>ITEM NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Mobilization	1	LS	\$ 500.00	\$ 500.00
2	Traffic Control	1	LS	\$ 1,250.00	\$ 1,250.00
3	Remove Pavement	80	SY	\$ 9.50	\$ 760.00
4	PCC Pavement, 8", Cl. M	80	SY	\$ 55.00	\$ 4,400.00
5	Remove Existing Storm Sewer Manhole	1	EA	\$ 500.00	\$ 500.00
6	Remove Existing Storm Sewer Intake	1	EA	\$ 750.00	\$ 750.00
7	Connect to Existing Storm Sewer Manhole	1	EA	\$ 750.00	\$ 750.00
8	Storm Sewer, 18" RCP, Cl. 4	20	LF	\$ 45.00	\$ 900.00
9	Storm Sewer, 30" RCP, Cl. 3	50	LF	\$ 52.50	\$ 2,625.00
10	Storm Sewer, 12" HDPE	15	LF	\$ 12.50	\$ 187.50
11	Storm Sewer, 24" HDPE	180	LF	\$ 32.50	\$ 5,850.00
12	Storm Sewer, 30" HDPE	185	LF	\$ 40.00	\$ 7,400.00
13	Storm Sewer Manhole, SW-402	1	EA	\$ 4,500.00	\$ 4,500.00
14	Storm Sewer Intake, SW-506	1	EA	\$ 6,500.00	\$ 6,500.00
15	Storm Sewer Drain Basin, 30"	3	EA	\$ 3,100.00	\$ 9,300.00
16	Storm Sewer Inline Drain, 24"	1	EA	\$ 1,500.00	\$ 1,500.00
17	Special Backfill Material	125	TON	\$ 15.00	\$ 1,875.00
18	Turf Restoration	75	SQ	\$ 26.50	\$ 1,987.50
19	Lateral Connection	1	EA	\$ 500.00	\$ 500.00
TOTAL PROJECT					\$52,035.00

FORM OF PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Bond No. IAC115877

KNOW ALL MEN BY THESE PRESENTS:

That we, Charlson Excavating Company of Clear Lake of Clear Lake, IA
(hereinafter called the Principal) and Merchants Bonding Company (Mutual)
of Des Moines, IA (hereinafter called the Surety) are held firmly
bound unto City of Clear Lake, IA (hereinafter called the
Owner) in the penal sum of Fifty Two Thousand Thirty Five Dollars and 00/100
(Dollars) \$ 52,035.00 lawful money of the United
States, to the payment of which sum, well and truly to be made, the Principal herein firmly binds himself
(themselves), their heirs, executors, and administrators, and the said Surety binds themselves, their
successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden
Principal, did on the 16th day of April, 2012 enter into a written
contract with City of Clear Lake, IA to construct the following
improvements, to wit:
the City of Clear Lake, IA for the Public Storm Sewer Project, Clear Lake Industrial Park, Clear
Lake, IA

NOW, THEREFORE, if said Principal shall faithfully perform said contract, and if the said Principal
shall warrant all workmanship and materials for a period of Two (2) years from improvement
acceptance date, then this obligation shall be void; otherwise, it shall remain in full force and effect. Copy
of which contract, together with all of its terms covenants, conditions and stipulation is incorporated herein
and made a part hereof as fully and completely as if said contract were received at length herein and,

Whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations
having contracts directly with the principal or with subcontractors, all just claims due them for labor
performed or materials furnished in the performance of the contract on account of which this bond is given,
when the same are not satisfied out of the portion of the contract price which the Owner is required to retain
until completion of the improvements, but the principal and sureties shall not be liable to said persons, firms
or corporations unless the claims of said claimants against said portion of the contract price shall have been
established as provided by law.

Now if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof,
and shall satisfy all claims and demands incurred for the same; and shall fully indemnify and save
harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so and shall
fully reimburse and repay the Obligee all outlays and expenses which it may incur in making good any such
default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect.

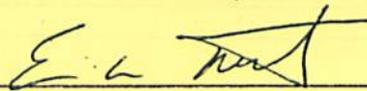
Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice,

1. To any extension of time to the contractor in which to perform to the contract.
2. To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
3. That no provision of this bond or of any other contract shall be valid which limits to less than one year from the time of the acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the Owner at the time such work is accepted.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
16th day of April, 2012

Charlson Excavating Company of Clear Lake
Principal

BY



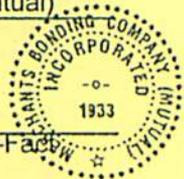
Merchants Bonding Company (Mutual)
Surety

BY



Anne Crowner

Attorney-in-Fact



RESOLUTION No. _____

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BONDS FOR
THE 7TH AVENUE NORTH STORM SEWER OUTLET (WILLOW CREEK)
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 7th Avenue North Storm Sewer Outlet (Willow Creek) 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: Brian Nettleton Excavating, Joice, Iowa

Bond surety: Merchants Bonding Company

Date of Bond: April 9, 2012

Portion of project: All construction work.

PASSED AND APPROVED, this 16th day of April, 2012.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

Performance, Payment and Maintenance Bond

Bond No.: IAC116617

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN: That we, Brian Nettleton Excavating, Inc. of Joice, Iowa, hereinafter called the Principal, and Merchants Bonding Company (Mutual) hereinafter called the surety, are held and firmly bound unto the City of Clear Lake, Iowa, hereinafter called the Owner in the sum of One Hundred Twenty Seven Thousand Nine Hundred One and 75/100 Dollars (\$127,901.75), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated April 2, 2012, entered into a Contract with the Owner for 7th Avenue Storm Sewer Outlet to Willow Creek Project, which Agreement includes a guarantee of all work against defective workmanship and materials for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

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

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

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

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

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

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

Performance, Payment and Maintenance Bond

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

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

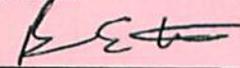
- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.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

The Bond is executed in triplicate.

Signed and Sealed this 9th day of April, 2012.

PRINCIPAL:

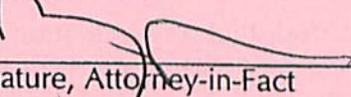
Brian Nettleton Excavating, Inc.
Contractor

By: 
Signature

President
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: 
Signature, Attorney-in-Fact

Barry A. McGee, Attorney-in-Fact & Iowa Resident Agent
Name of Attorney-in-Fact

Ahrold Fay Rosenberg, Inc.
Company Name

604 Locust St., Ste 800, Des Moines, Iowa 50309-3713
Company Address (Including Zip Code)

515-309-6200
Company Telephone Number



VEENSTRA & KIMM, INC.

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

NOTICE OF AWARD

To: Brian Nettleton Excavating, Inc.
269 370th Street
Joice, Iowa 50446

7TH AVENUE STORM SEWER OUTLET TO WILLOW CREEK PROJECT

Project includes all labor, materials and equipment necessary to construct approximately 550 SY 8" thick PCC Paving, 300 SY 6" thick HMA Paving, 270 LF of reinforced concrete storm sewer pipe, 1 storm sewer manhole, ditch excavation, and general surface restoration along with the miscellaneous associated work including cleanup.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 12, 2012, and information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$127,901.75. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance, Payment and Maintenance BOND and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

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

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

Dated this 3rd day of April, 2012.

Jason Petersburg, P.E.
Engineer

By *Jason Petersburg*

Title Project Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By Brian Nettleton Excavating Inc

this the 5th day of April, 2012.

By *B. Nettleton*

Title President

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT, made and entered into this 2nd day of April, 2012, by and between the **City of Clear Lake**, Iowa, party of the first part, hereinafter referred to as the "**Owner**", and Brian Nettleton Excavating, Inc. , party of the second part, hereinafter referred to as the "**Contractor**".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and bid form blanks, dated the 13th day of March 2012, for 7th Avenue Storm Sewer Outlet to Willow Creek Project under the terms and conditions therein fully stated and set forth, and,

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

NOW, THEREFORE, IT IS AGREED:

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

ARTICLE 1 - THE PROJECT

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

7TH AVENUE STORM SEWER OUTLET TO WILLOW CREEK PROJECT

ARTICLE 2 - WORK

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

Project includes all labor, materials and equipment necessary to construct approximately 550 SY 8" thick PCC Paving, 300 SY 6" thick HMA Paving, 270 LF of reinforced concrete storm sewer pipe, 1 storm sewer manhole, ditch excavation, and general surface restoration along with the miscellaneous associated work including cleanup.

ARTICLE 3 - ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

- A. Work for all items shall be substantially completed no later than May 25, 2012. All work shall be finally completed and the project ready for final acceptance by June 22, 2012. Once Contractor begins work on the project, work shall progress in a continuous manner until all work is completed unless written approval to otherwise complete work is received from the Engineer.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 1.22 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$400 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$400 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

- A. Unit Price Work

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

2. For all Unit Price Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

6.03 Final Payment

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

ARTICLE 9 - GUARANTEE

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

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

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

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance, Payment and Maintenance Bond (pages 1 to 2, inclusive).
 - 3. General Conditions (pages 1 to 17, inclusive).
 - 4. Special Conditions (pages 1 to 4, inclusive).
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings consisting of 20 sheets with each sheet bearing the following general title:
7th Avenue Storm Sewer Outlet to Willow Creek Project, Clear Lake, Iowa.
 - 7. Addenda (numbers 0 to 0, inclusive).

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

These items are NOT attached to the agreement.

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

ARTICLE 11 - MISCELLANEOUS

11.01 Terms

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

11.02 Assignment of Contract

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

11.03 Successors and Assigns

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

11.04 Severability

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

11.05 Other Provisions

None

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

This Agreement will be effective April 2, 2012 (which is the Effective Date of the Agreement).

OWNER:

City of Clear Lake

By: _____

Title: Mayor

Attest: _____

Title: City Administrator

Designated Representatives:

Name: Joe Weigel

Title: Public Works Director

Address for giving notices:

City Hall

15 North Sixth Street

Clear Lake, Iowa 50428

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

CONTRACTOR:

Brian Nettleton Excavating, Inc.

By: B Eto

Title: President

Attest: B E A

Title: Secretary/Treasurer

Designated Representatives:

Name: _____

Title: _____

Address for giving notices:

269 370th Street

Joice, Iowa 50446

Phone: 641-425-1753 FAX: 641-797-2852

License No.: _____

(Where applicable)

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, IOWA, APPROVING SITE DEVELOPMENT AND PLANNED HOUSING DEVELOPMENT PERMIT FOR LINCOLN VILLAGE

WHEREAS, on January 31, 2012, the Planning & Zoning Commission of the City of Clear Lake, Iowa, approved the preliminary Planned Housing Development for Lincoln Village; and

WHEREAS, on March 27, 2012, the Planning & Zoning Commission approved the site plan for Lincoln Village.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Clear Lake hereby finds, determines and resolves as follows:

Section 1: The recitals set forth above are true and correct and incorporated herein by reference.

Section 2: The Project is in the public interest.

Section 3: The City Council makes the following findings:

- A) The layout of the site and design of the proposed buildings, structures and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.
- B) The project is consistent with the City of Clear Lake Zoning Ordinance
- C) The project is consistent with the City of Clear Lake Comprehensive Plan.

Section 4. The City Council makes the following findings as required for approval of a Planned Housing Development:

- A) Development of the site under the provisions of the Planned Housing Development will result in public benefit not otherwise attainable by application of the regulations of general zoning districts.
- B) The proposed Planned Housing Development is consistent with the City of Clear Lake Plan; and
- C) The proposed development will be in harmony with the character of the surrounding neighborhood and will not adversely affect the adjacent or surrounding neighborhood.

Section 5. The City Council makes the following findings, as required for approval of the Planned Housing Development:

The proposed development and its design and improvements are consistent with the Comprehensive Plan of the City of Clear Lake, as it accommodates a more compact development and higher density, promotes in-fill development in the incorporated areas of the City, and increases the variety of available housing types.

PASSED AND ADOPTED this 16th day of April 2012.

ATTEST:

APPROVED:

City Clerk

Mayor

THE GREEN GROUP, L.L.C.

P.O. Box 456
Charles City, IA 50616

April 12, 2012

Mr. Scott Flory, City Administrator
City of Clear Lake
15 N 6th Street
P. O. Box 185
Clear Lake, Iowa 50428

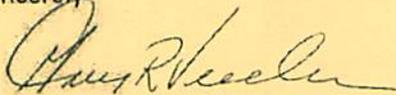
Re: Lincoln Village Development

Dear Scott:

Please, request the final approval of our planned unit development, known as Lincoln Village be placed on the City Council agenda for April 16, 2012. Our request includes that the driveway on the east end of the project does not connect to 4th Avenue. Although, we share the City's concern for fire protection, it is our opinion that a through access will invite local traffic and an even greater safety concern.

Thank you in advance for your attention to this request. If there are further questions, please contact me.

Sincerely,



Gary R. Veeder, Manager

Gary Veeder, Manager
(641) 330-7197
garyv@allied-ia.com

Tom Green, Manager
(319) 240-9993
tompoo44@yahoo.com

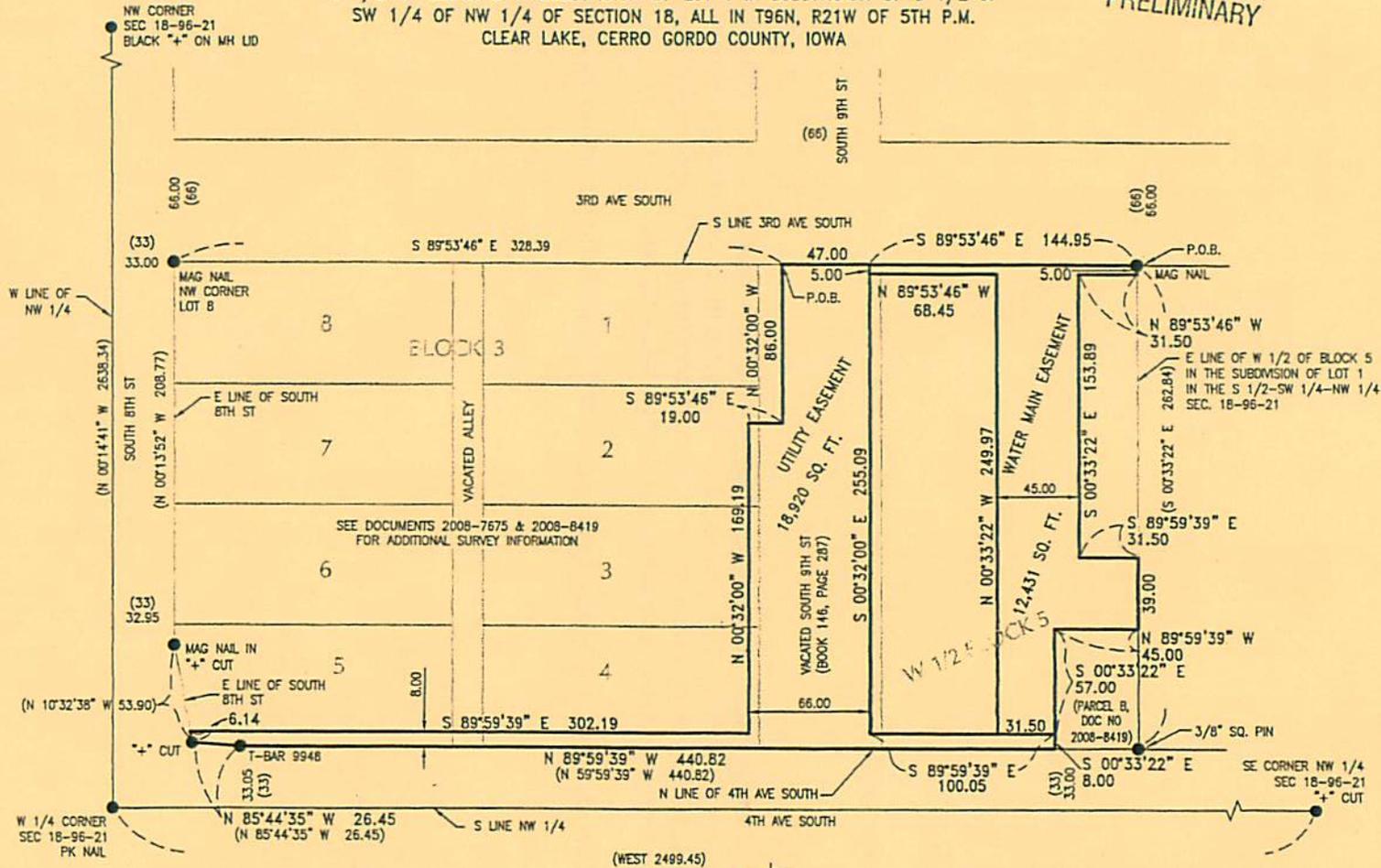
Cameron Green, Manager
(515) 971-3800
camerong@manatts.com

EASEMENT PLAT

PART OF VACATED SOUTH 9TH STREET AND PART OF BLOCK 3 AND PART OF W 1/2 OF BLOCK 5 IN SUBDIVISION OF LOT 1 IN SUBDIVISION OF S 1/2 OF SW 1/4 OF NW 1/4 OF SECTION 18, ALL IN T96N, R21W OF 5TH P.M. CLEAR LAKE, CERRO GORDO COUNTY, IOWA

PRELIMINARY

PREPARED BY: DARYL EIFFLER, 215 N. ADAMS, MASON CITY, IA 50401, 641-421-6344



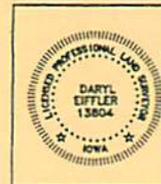
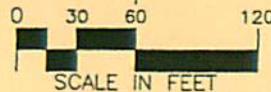
THE SOUTH LINE OF THE NW 1/4 OF SECTION 18 IS ASSUMED TO HAVE A BEARING OF EAST-WEST FOR THE PURPOSE OF THIS PLAT.

DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

INFORMATION SHOWN AS (00) IS RECORD INFORMATION.

● FOUND 1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED "PLS 13804", UNLESS NOTED.

(WEST 2499.45)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

PRELIMINARY
FOR YAGGY COLBY ASSOCIATES

DARYL EIFFLER
LICENSE NUMBER 13804
DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2012
SHEETS COVERED BY THIS SEAL: 2



YAGGY COLBY ASSOCIATES

ENGINEERS
SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS
113 NORTH ADAM
MASON CITY, IOWA 50401
PH: 641-421-6344
FAX: 641-421-6345
EMAIL: INFO@YAGGY.COM

PART OF VACATED SOUTH 9TH STREET AND PART OF BLOCK 3 AND PART OF W 1/2 OF BLOCK 5 IN SUBDIVISION OF LOT 1 IN SUBDIVISION OF S 1/2 OF SW 1/4 OF NW 1/4 OF SECTION 18, ALL IN T96N, R21W OF 5TH P.M. CLEAR LAKE, CERRO GORDO COUNTY, IOWA

EASEMENT PLAT

PROJECT NUMBER	11829
DATE PREPARED	APRIL 2011
PREPARED BY	D. EIFFLER
SUPERVISED BY	CITY OF CLEAR LAKE
PROVISION	THE GREEN GROUP, LLC

SHEET NUMBER
1
2

EASEMENT PLAT

PART OF VACATED SOUTH 9TH STREET AND PART OF BLOCK 3 AND PART OF W 1/2 OF BLOCK 5 IN SUBDIVISION OF LOT 1 IN SUBDIVISION OF S 1/2 OF SW 1/4 OF NW 1/4 OF SECTION 18, ALL IN TOWNSHIP 96 NORTH, RANGE 21 WEST OF CLEAR LAKE, CERRO GORDO COUNTY, IOWA

PROJECT	1188
DATE	11/20/2018
BY	DAVID L. YAGGY
CHECKED BY	DAVID L. YAGGY
DATE	11/20/2018
SCALE	AS SHOWN
PROJECT NUMBER	1188

PRELIMINARY

EASEMENT PLAT
 PART OF VACATED SOUTH 9TH STREET AND PART OF BLOCK 3 AND PART OF SW 1/2 OF BLOCK 5 IN SUBDIVISION OF LOT 1 IN SUBDIVISION OF S 1/2 OF CLEAR LAKE, CERRO GORDO COUNTY, IOWA

WATER MAIN EASEMENT DESCRIPTION:

That part of vacated South 9th Street and part of the West Half of Block 5 in the Subdivision of Lot 1 in the Subdivision of the South Half of the Southwest Quarter of the Northwest Quarter of Section 18, All in Township 96 North, Range 21 West of the 5th P.M., Clear Lake, Cerro Gordo County, Iowa, described as follows:

Beginning at the intersection of the East line of the West Half of said Block 5 and the South line of 3rd Avenue South;

Thence South 00 degrees 33 minutes 22 seconds East (assumed bearing) along the east line of West Half of said Block 5 a distance of 5.00 feet;

Thence North 89 degrees 53 minutes 46 seconds West parallel with the south line of 3rd Avenue South 31.50 feet;

Thence South 00 degrees 33 minutes 22 seconds East parallel with the east line of the West Half of said Block 5 a distance of 153.89 feet;

Thence South 89 degrees 59 minutes 39 seconds East parallel with the north line of 4th Avenue South 31.50 feet to the east line of the West Half of said Block 5;

Thence South 00 degrees 33 minutes 22 seconds East along said east line 39.00 feet to the north line of Parcel B recorded as Document No. 2008-8419;

Thence North 89 degrees 59 minutes 39 seconds West along said north line 45.00 feet to the west line of said Parcel B;

Thence South 00 degrees 33 minutes 22 seconds East along said west line 57.00 feet to a point 8.00 feet North and perpendicular to the north line of 4th Avenue South;

Thence North 89 degrees 59 minutes 39 seconds West parallel with said north Avenue South;

Thence North 89 degrees 59 minutes 39 seconds West parallel with said north line 31.50 feet;

Thence North 00 degrees 33 minutes 22 seconds West parallel with the east line of the West Half of said Block 5 a distance of 249.97 feet to a point 5.00 feet South and perpendicular to the south line of 3rd Avenue South;

Thence North 89 degrees 53 minutes 46 seconds West parallel with said south line 68.45 feet;

Thence North 00 degrees 32 minutes 00 seconds West 5.00 feet to the south line of 3rd Avenue South;

Thence South 89 degrees 53 minutes 46 seconds East along said south line 144.95 feet to the point of beginning, containing 12,431 square feet, more or less.

UTILITY EASEMENT DESCRIPTION:

That part of vacated South 9th Street and part of Block 3 and part of the West Half of Block 5 in the Subdivision of Lot 1 in the Subdivision of the South Half of the Southwest Quarter of the Northwest Quarter of Section 18, All in Township 96 North, Range 21 West of the 5th P.M., Clear Lake, Cerro Gordo County, Iowa, described as follows:

Commencing at the northwest corner of Lot 8 in said Block 3;

Thence South 89 degrees 53 minutes 46 seconds East (assumed bearing) along the south line of 3rd Avenue South 328.39 feet to the point of beginning;

Thence continuing along said south line South 89 degrees 53 minutes 46 seconds East 47.00 feet;

Thence South 00 degrees 32 minutes 00 seconds East 255.09 feet to a point 8.00 feet North and perpendicular to the north line of 4th Avenue South;

Thence South 89 degrees 59 minutes 39 seconds East parallel with said north line 100.05 feet to the west line of Parcel B recorded as Document No. 2008-8419;

Thence South 00 degrees 33 minutes 22 seconds East along said west line 8.00 feet to the north line of 4th Avenue South;

Thence North 89 degrees 59 minutes 39 seconds West along said north line 440.82 feet;

Thence continuing along said north line North 85 degrees 44 minutes 35 seconds West 26.45 feet to the east line of South 8th Street;

Thence North 10 degrees 10 degrees 32 minutes 38 seconds West along said east line 6.14 feet;

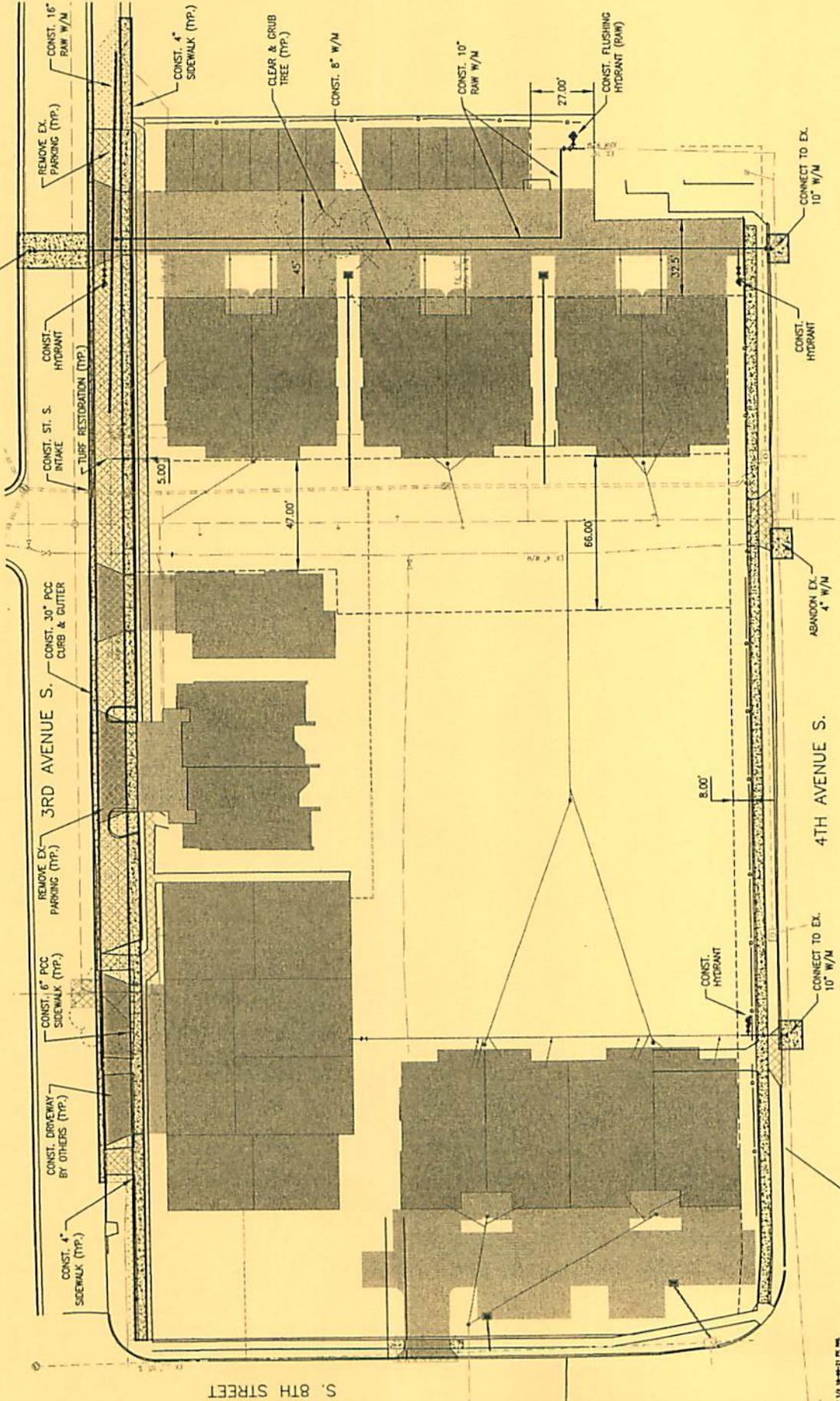
Thence South 89 degrees 59 minutes 39 seconds East 302.19 feet to a point 8.00 feet North and perpendicular to the north line of 4th Avenue South;

Thence North 00 degrees 32 minutes 00 seconds West 169.19 feet;

Thence South 89 degrees 53 minutes 46 seconds East parallel with the south line of 3rd Avenue South 19.00 feet;

Thence North 00 degrees 32 minutes 00 seconds West 86.00 feet to the point of beginning, containing 18,920 square feet, more or less.

**PUBLIC IMPROVEMENT PROJECT
LINCOLN SCHOOL SITE
SITE LAYOUT**



S. 8TH STREET

DATE: 11-14-11

ORDINANCE NO. _____

A SUMMARY ORDINANCE APPROVING AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLEAR LAKE, IOWA, 2003, BY REPEALING CHAPTER 165 SECTION 53 "FLOODPLAIN MANAGEMENT" IN ITS ENTIRETY AND ADOPTING NEW "FLOODPLAIN MANAGEMENT" PROVISIONS IN LIEU THEREOF TO BE KNOWN AS CHAPTER 165 SECTION 53 "FLOODPLAIN MANAGEMENT"

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

Section 1. Summary. This ordinance repeals the existing "Floodplain Management" Ordinance and adopts a new "Floodplain Management" Ordinance for the City of Clear Lake, Iowa.

Section 2. Section 165.53 of the Code of Ordinances of the City of Clear Lake, Iowa, is hereby repealed and replaced with a new "Floodplain Management" Ordinance attached hereto as Exhibit A.

Section 3. All Ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. If any part, article, section, or subsection of this Ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of said Ordinance, notwithstanding such holding.

The foregoing ordinance was introduced before the Clear Lake City Council on the 16th day of April 2012, and was duly adopted and approved by the Mayor and City Council of the City of Clear Lake on the ____ day of _____, 2012, after notice, hearing, and three readings of said Ordinance.

MAYOR

ATTEST: CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, made as of _____, 2012, between City of Clear Lake, (CLIENT) and Veenstra & Kimm, Inc., (CONSULTANT) for professional services related to the South 20th Street (Main Avenue - 2nd Avenue South) Intersection Reconstruction and Storm Sewer Project

CLIENT and CONSULTANT agree:

1. CLIENT requires consulting engineering services for the South 20th Street (Main Avenue - 2nd Avenue South) Intersection Reconstruction and Storm Sewer Project as defined in EXHIBIT 1.
2. Scope of Services. CONSULTANT shall perform professional services as stated in EXHIBIT 2.
3. Compensation. CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in EXHIBIT 3.
4. General Considerations. General considerations to this Agreement are as stated in EXHIBIT 4.
5. Terms and Conditions. CONSULTANT shall provide professional services in accordance with the Standard Agreement Terms and Conditions as stated in EXHIBIT 5. If CLIENT issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
6. Special Provisions. Special provisions to this Agreement, if any, are stated in EXHIBIT 6.
7. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
8. Following EXHIBITS are attached to and made part of this Agreement.
 - a. EXHIBIT 1 - Project Scope
 - b. EXHIBIT 2 - Scope of Services.
 - c. EXHIBIT 3 - Compensation.
 - d. EXHIBIT 4 - General Considerations
 - e. EXHIBIT 5 - Standard Terms and Conditions
 - f. EXHIBIT 6 - Special Provisions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

CITY OF CLEAR LAKE

By: _____
Scott Flory

Date: _____

Attest:

Address for giving notices:

15 North Sixth Street
P.O. Box 185
Clear Lake, IA 50428

VEENSTRA & KIMM, INC

By: _____
Timothy A. Moreau P.E.

Date: 4/12/12

Attest: _____

Address for giving notices:

2800 Fourth Street SW
Suite 9
Mason City, IA 50401

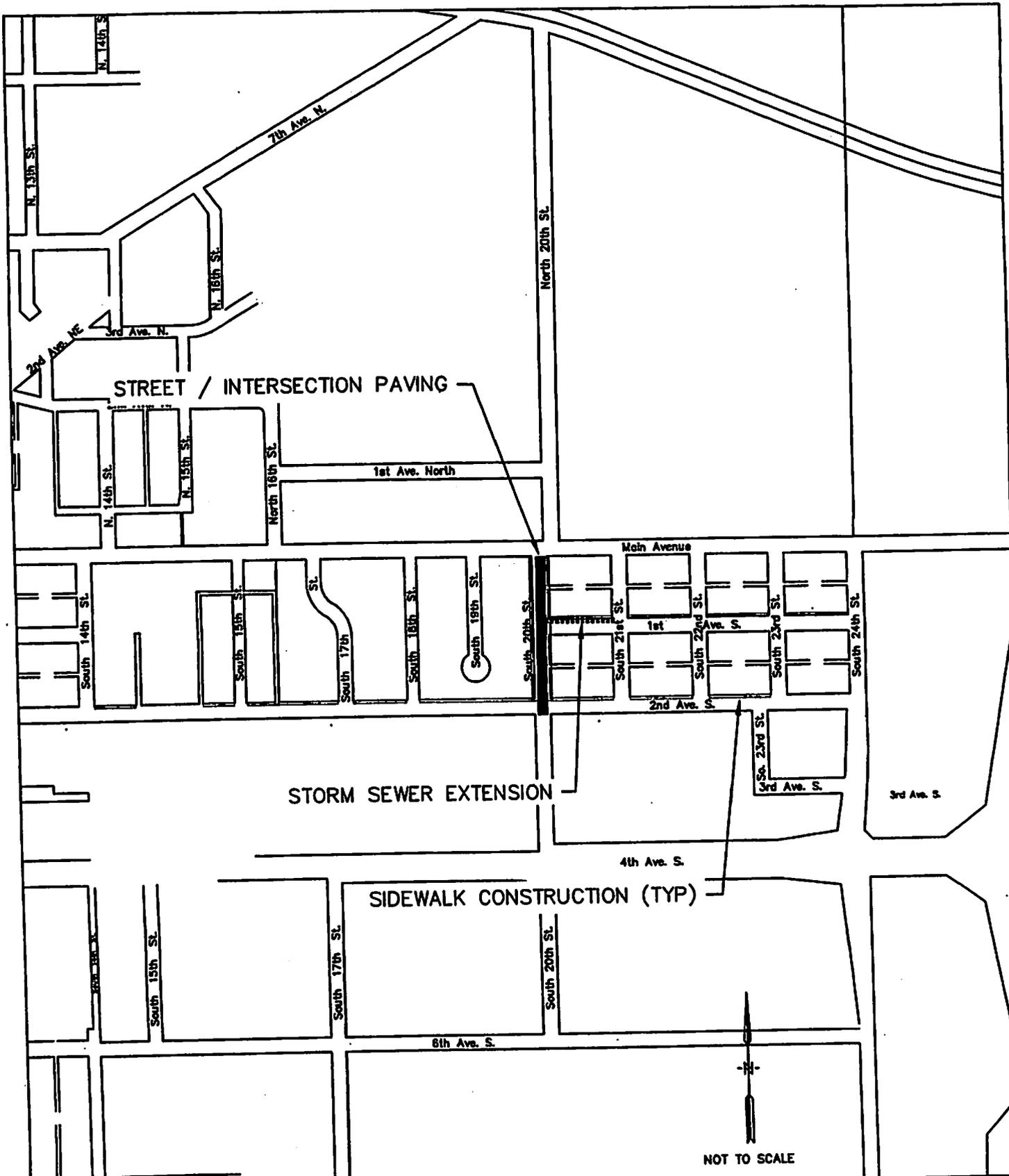
EXHIBIT 1
PROJECT SCOPE

SCOPE OF PROJECT.

It is understood and agreed the Project shall include the following improvements:

A. Project Scope Defined

1. Location of project and project scope and proposed improvements are as shown on Figure 1-1 and Drawing 1 attached hereto.
2. Purpose of project as stated in the Preliminary Engineering Report includes:
 - a. Improve General Aesthetics of the Community
 - b. Improve Vehicular Safety
 - c. Improve Pedestrian Safety
 - d. Improve Drainage in the Affected Areas
3. The scope of the project and proposed improvements are as defined on Drawing 1 attached. Project Scope includes pavement patching of South 20th Street between Main Avenue and 2nd Avenue South. Project Scope also includes storm sewer and sidewalk work as shown. Project Scope as currently defined is based on discussions and field reconnaissance held with City Staff on April 10, 2012.
4. The scope of the project is further defined by the Engineer's Opinion of Probable Cost dated on April 12, 2012 which identifies the proposed improvements with anticipated bid items, quantities, and estimated construction cost. A copy of the April 12, 2012 Engineer's Opinion of Probable Cost is attached.
5. The project shall be constructed under two construction contracts which will include:
 - a. Contract 1 - Underground Infrastructure Improvements
 - b. Contract 2 - Roadway and Sidewalk Paving Improvements
6. Roadway paving improvements shall include bidding both Portland Cement Concrete (PCC) pavement patching.



VEENSTRA & KIMM, INC.

**LOCATION MAP
SOUTH 20TH STREET
CLEAR LAKE, IA**

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

FIG. NO.

1-1

PROJECT 38366

TABLE 7-1A

ENGINEER'S OPINION OF PROBABLE COST

Project: South 20th Street (Main Avenue - 2nd Avenue S) Intersection Reconstruction & Storm Sewer Project
 Owner: City of Clear Lake
 Location: Clear Lake, IA

Job No.: 38366
 Date: 11/19/2009
 Quantities By: Jason
 Estimated By: Jason
 Reviewed By: Tim
 Updated: 4/12/2012

PCC PAVING ALTERNATE

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL ESTIMATED COST
1	General Miscellaneous Work				
1.1	Mobilization	LS	1	\$ 12,500.00	\$ 12,500
1.2	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000
1.3	Erosion Control	LS	1	\$ 1,200.00	\$ 1,200
1.4	Topssoil - Contractor Furnished	TON	290	\$ 15.00	\$ 4,350
1.5	Seed, Fertilizer, & Mulch	ACRE	0.4	\$ 3,500.00	\$ 1,400
1.6	Construction Survey	LS	1	\$ 4,000.00	\$ 4,000
					SUBTOTAL DIVISION 1 \$ 25,450
2	Water Distribution Improvements				
2.1	Water Service Pipe (Assumed Quantity)	LF	300	\$ 29.00	\$ 8,700
2.2	Corporation (Assumed Quantity)	EA	6	\$ 225.00	\$ 1,350
2.3	Curb Stop and Box (Assumed Quantity)	EA	6	\$ 250.00	\$ 1,500
2.4	Connect to Existing Water Main	EA	1	\$ 1,500.00	\$ 1,500
2.5	12" Gate Valve & Box	EA	1	\$ 1,200.00	\$ 1,200
2.6	12" Water Main	LF	50	\$ 50.00	\$ 2,500
2.4	Granular Backfill Material (Assumed Quantity)	TON	200	\$ 15.00	\$ 3,000
2.5	Compaction Testing	LS	1	\$ 500.00	\$ 500
					SUBTOTAL DIVISION 2 \$ 20,250
3	Sanitary Sewer Improvements				
3.1	Manhole Adjustment	EA	1	\$ 500.00	\$ 500
3.2	Sanitary Sewer Main, 8"	LF	30	\$ 60.00	\$ 1,800
3.3	Sanitary Sewer Manhole, 48"	EA	1	\$ 3,500.00	\$ 3,500
3.4	Sanitary Sewer Service Connection	EA	4	\$ 300.00	\$ 1,200
3.5	Sanitary Sewer Service Pipe	LF	300	\$ 32.00	\$ 9,600
3.6	Granular Backfill Material	TON	150	\$ 15.00	\$ 2,250
3.7	Compaction Testing	LS	1	\$ 500.00	\$ 500
					SUBTOTAL DIVISION 3 \$ 19,350

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL ESTIMATED COST
7	1st Avenue South Sidewalk - 20th St to 24th St				
7.1	Tree Removal (Assumed Quantity)	EA	2	\$ 2,000.00	\$ 4,000
7.2	Curb Grinding	LF	49	\$ 15.00	\$ 735
7.3	PCC Sidewalk, 4" Thick (5' Wide)	SF	5537	\$ 4.50	\$ 24,917
7.4	PCC Sidewalk, 6" Thick	SF	252	\$ 6.00	\$ 1,512
7.5	ADA Detectable Warning	SF	70	\$ 50.00	\$ 3,500
7.6	Seed, Fertilizer, & Mulch	ACRE	0.9	\$ 3,500.00	\$ 3,150
				SUBTOTAL DIVISION 7	\$ 37,814
8	2nd Avenue South Sidewalk - 20th St to 23rd St				
8.1	Tree Removal (Assumed Quantity)	EA	3	\$ 2,000.00	\$ 6,000
8.2	Curb Grinding	LF	35	\$ 15.00	\$ 525
8.3	PCC Sidewalk, 4" Thick (5' Wide)	SF	4167	\$ 4.50	\$ 18,752
8.4	PCC Sidewalk, 6" Thick	SF	180	\$ 6.00	\$ 1,080
8.5	ADA Detectable Warning	SF	50	\$ 50.00	\$ 2,500
8.6	Seed, Fertilizer, & Mulch	ACRE	0.7	\$ 3,500.00	\$ 2,450
				SUBTOTAL DIVISION 8	\$ 31,307
9	2nd Avenue South Sidewalk - 14th St to 20th St				
9.1	Tree Removal (Assumed Quantity)	EA	3	\$ 2,000.00	\$ 6,000
9.2	Curb Grinding	LF	56	\$ 15.00	\$ 840
9.3	PCC Sidewalk, 4" Thick (5' Wide)	SF	7630	\$ 4.50	\$ 34,335
9.4	PCC Sidewalk, 6" Thick	SF	288	\$ 6.00	\$ 1,728
9.5	ADA Detectable Warning	SF	80	\$ 50.00	\$ 4,000
9.6	Seed, Fertilizer, & Mulch	ACRE	1.3	\$ 3,500.00	\$ 4,550
				SUBTOTAL DIVISION 9	\$ 51,453
				SUBTOTAL CONSTRUCTION	\$ 425,392
				CONTINGENCY (10%)	\$ 42,539
				ENGINEERING, LEGAL, & ADMINISTRATIVE (18%)	\$ 84,228
				TOTAL PROJECT COST	\$ 552,159

**EXHIBIT 2
SCOPE OF SERVICES**

Professional Services

CONSULTANT agrees to perform professional services in connection with the project as herein described. The CONSULTANT will serve as the CLIENT'S professional representative in those phases of the project to which this Agreement applies, and will give consultation and advice to the CLIENT during the performance of services as required.

A. Preliminary Engineering

1. Preliminary Engineering Report prepared by CONSULTANT dated November 2009.

B. Design Services

1. Scope of Work

- a. Design Surveys. The CONSULTANT shall undertake necessary topographic and other surveys for the design of the Project. Design surveys do not include land or easement surveys which require services beyond those necessary for topographic design services.
- b. Design Conferences and Reports. The CONSULTANT shall attend such design conferences with the CLIENT as may be necessary to make decisions as to the details of design of the Project. The CONSULTANT shall make periodic progress reports to the CLIENT staff and City Council, as necessary.
- c. Consultation on Design Concept. The CONSULTANT during the course of the final design shall consult with the CLIENT for a final determination of the design concept, location and operating parameters. CONSULTANT shall review Preliminary Plans and Specifications with CLIENT.
- d. Plans and Specifications. The CONSULTANT shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe in detail the work to be done, materials to be used, and the location and extent of the construction required.

- e. **Permits.** CONSULTANT shall assist CLIENT in obtaining the following permits:
- i. Iowa Department of Natural Resources NPDES General Permit No. 2 Storm Water Discharge Permit
 - ii. Iowa Department of Natural Resources Water Supply Construction Permit
 - iii. Iowa Department of Natural Resources Wastewater Construction Permit.

CLIENT to pay all applicable fees.

- f. **Estimate of Cost.** The CONSULTANT shall prepare an estimate of cost for each construction contract. The estimate of cost shall be based on the CONSULTANTS' best knowledge at the time of preparation of the estimate of cost. The CONSULTANT shall not be responsible if the construction contract awarded for the Project varies from the CONSULTANTS' estimate of cost. The CONSULTANT shall advise and assist the CLIENT, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
- g. **Advertisement for Bids.** The CONSULTANT shall assist in the preparation of notice to bidders and shall provide plans and specifications for prospective bidders. The CONSULTANT shall provide, free of charge, plans and specifications to approved contract plan rooms and other construction document depositories. The CONSULTANT shall charge a non-refundable plan deposit to defray a portion of the cost of printing and distribution of the plans and specifications to construction contractors, subcontractors, suppliers and other interested parties.
- h. **Bid Opening and Award of Contract.** The CONSULTANT shall consult with CLIENT as needed through Bid Letting process and shall provide tabulation of bids for the CLIENT and shall advise the CLIENT in making award of contract. During the bidding phase, the CONSULTANT shall advise the CLIENT of the responsiveness of each proposal submitted. The CONSULTANT shall not be responsible for advising the CLIENT as to the responsibility of any bidder.

- i. If deemed necessary the CONSULTANT shall identify the location for necessary soil borings to determine subsurface conditions and obtain quotations from appropriate geotechnical consultants. The actual cost of soil borings will be paid directly by the CLIENT.

2. Deliverables

- a. Provide 1 copy of Preliminary Plans and Specifications to CLIENT for review.
- b. Provide two (2) original signed set of Final Plans and Specifications and two (2) reproduced copies of Final Plans and Specifications to CLIENT. Final Plans and Specifications to be signed by a licensed engineer under the laws of the State of Iowa.

3. Schedule

- a. CONSULTANT understands CLIENT desires to construct the underground infrastructure improvements during the 2012 construction season and the paving related improvements during the 2013 construction season.
- b. CONSULTANT will complete scope of work as defined herein in accordance with the schedule shown in **EXHIBIT 6.**

C. Right-of-Way and Easement Acquisition Services

1. Scope of Work

- a. **Land Surveys.** CONSULTANT shall perform land surveys and prepare right-of-way (ROW) plats and Easement Drawings and legal descriptions as are required for the Project and only as authorized by the CLIENT. The actual ROW and easement acquisition agreements shall be prepared by the CLIENT's attorney unless agreed otherwise. CONSULTANT can prepare ROW and Easement Agreements as an additional service upon request.

- b. **Right-of-Way.** The CONSULTANT shall assist the CLIENT in investigating if it will be necessary to acquire additional Right-of-Way. The CONSULTANT will assist with negotiations, correspondence, description writing, etc., as may be required.
- c. **Easements.** The CONSULTANT shall assist the CLIENT in identifying potentially affected property owners. The CONSULTANT shall provide the CLIENT with a graphical display showing the anticipated requirements for permanent or temporary easement acquisition. The CONSULTANT shall identify and prepare the necessary Easement Drawings for construction of the project. Services for preparing Easement Agreements or acquisition of easements is not included as a part of the services under this Agreement.
- d. **Appraisals.** The CLIENT will need to obtain appraisals for the affected properties as needed.
- e. **Negotiations.** CLIENT shall provide negotiation services with the affected property owners.
- f. **Warranty Deeds.** The CLIENT'S attorney will need to prepare the necessary Warranty Deeds for each parcel to transfer ownership.

2. Deliverables

- a. **Provide 2 copies of Preliminary ROW Plats and Easement Drawings in draft or preliminary status to CLIENT for review.**
- b. **Provide 2 copies of Final ROW Plats and Easement Drawings to CLIENT. All ROW Plats and Easement Drawings to be signed by a licensed surveyor under the laws of the State of Iowa.**

D. Special Assessment Services

1. **Assessment Plats and Schedules.** It is understood and agreed that special assessments will be used to finance roadway, sidewalk, driveway, water service and sewer service related portions of the Project, and that the Project will include the preparation of preliminary and final assessment plat and schedules. Assessment plats and schedules will be prepared in accordance with the CLIENT'S Assessment Policy. It is anticipated approximately 55 properties or less will be assessed.

E. Construction Services

1. **Scope of Work**
 - a. **Preconstruction Conference.** The CONSULTANT shall conduct a Preconstruction Conference following award of the construction contract. Said conference to be attended by representatives of the CLIENT, the CONSULTANT, the Contractor, and utility companies affected by the Project. At this conference a detailed construction schedule will be determined.
 - b. **General Services During Construction.** The CONSULTANT shall provide general services during construction including, but not limited to, the following:
 - i. **Establishment of bench mark and/or base line to permit start of construction work.**
 - ii. **Consult with and advise CLIENT.**
 - iii. **Coordinate and provide work of testing laboratories for concrete and moisture density tests.**
 - iv. **Assist in interpretation of plans and specifications.**
 - v. **Review shop drawings and data of manufacturers.**
 - vi. **Process and certify payment estimates of the Contractor to CLIENT.**

- vii. Prepare and process necessary change orders or modifications to the construction contract.
 - viii. Make routine and special trips to the Project site as required.
 - ix. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the CONSULTANT, the work on the contracts has been substantially completed.
- c. Resident Review Services. The CONSULTANT shall provide resident review during construction including, but not limited to, the following:
- i. Provide Resident Review Services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.
 - ii. The CONSULTANT shall provide Resident Review Services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a regular basis during construction work on the Project.
- d. Final Review Services. The CONSULTANT shall make a final review of the Project after construction is completed to determine the construction substantially complies with the plans and specifications. The CONSULTANT shall certify by a licensed engineer the completion of the work to the CLIENT when construction substantially complies with the plans and specifications.

2. Deliverables

- a. Prepare and furnish one (1) reproducible set of Record Plans showing final construction and provide one (1) electronic copy of record drawings in pdf format on CD for CLIENT'S records.
- b. CONSULTANT shall provide for CLIENT'S records copies of the resident representatives Daily Project Reports in paper format and electronic (pdf) format on CD.

3. Schedule

- a. CONSULTANT understands CLIENT desires to construct the underground infrastructure improvements during the 2012 construction season and the paving related improvement during the 2013 construction season.
- b. CONSULTANT will complete scope of work as defined herein in accordance with the schedule shown in **EXHIBIT 6.**

E. Additional Services

- 1. CONSULTANT shall assist in preparing ROW and Easement Acquisition Agreements upon CLIENT request and written authorization.

**EXHIBIT 3
COMPENSATION**

The CLIENT shall compensate the CONSULTANTS for their services by payment of the following fees:

- A. Preliminary Engineering Services.** For services under this Agreement, as set forth in **EXHIBIT 2**, Paragraph A:
 - 1. Not applicable

- B. Design Services.** For services under this Agreement, as set forth in **EXHIBIT 2**, Paragraph B:
 - 1. CLIENT shall pay CONSULTANTS a Lump Sum fee of Thirty Two Thousand Four Hundred Dollars **(\$32,400)**.

- C. Right-of-Way and Easement Acquisition Services.** For services under this Agreement, as set forth in **EXHIBIT 2**, Paragraph C:
 - 1. A fee on the basis of the standard hourly fees for the time the CONSULTANTS' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the CONSULTANTS for work associated with the Project.
 - 2. Right-of-Way and Easement Acquisition Services shall not be provided by CONSULTANT unless authorized by CLIENT.

- D. Special Assessment Services.** For services under this Agreement, as set forth in **EXHIBIT 2**, Paragraph D:
 - 1. CLIENT shall pay CONSULTANTS a Lump Sum fee of Nine Thousand Seven Hundred Fifty Dollars **(\$9,750)**.

- E. Construction Services.** For services under this Agreement, as set forth in **EXHIBIT 2, Paragraph D:**
1. A fee on the basis of the standard hourly fees for the time the **CONSULTANTS'** personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the **CONSULTANTS** for work associated with the Project.
 2. The total fee for the construction services shall be determined at a later date after contract award has been made.
- F. Additional Services.** For services under this Agreement, as set forth in **EXHIBIT 2, Paragraph E.**
1. A fee on the basis of the standard hourly fees for the time the **CONSULTANT'S** personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the **CONSULTANT** for work associated with the Project.
- G. Labor and Billing Rate Schedule.** Copy of **CONSULTANT'S** Labor and Billing Rate Schedule effective July 2011 attached.

**EXHIBIT 6
SPECIAL PROVISIONS**

This agreement is subject to the following special provisions:

A. Project Schedule

1. CONSULTANT and CLIENT agree to work toward completing this project in accordance with the following Project Schedule:

<u>Activity / Task</u>	<u>Milestone Date</u>
a. Submit Engineering Report	November 2009
b. Authorize Engineering	April 2012
c. Perform Design Surveys	May 2012
d. Prepare Detailed Preliminary Plans, Specifications, Bid Documents, and Contract Documents	June - July 2012
e. Prepare Special Assessment Plat and Schedule Conduct Special Assessment Public Hearing	July 2012
f. Obtain Necessary Easements	August 2012
g. Prepare Final Plans, Specifications, Bidding & Contract Documents	August 2012
h. Advertise for Bids / Bid Letting	September 2012
i. Construct Underground Improvements	October / November 2012
j. Construct Paving Improvements	May - June 2013

NOISE ORDINANCE

PURPOSE

The purpose of this chapter is to establish standards for the control of excessive noise in the City thereby protecting the public's health, safety and general welfare.

SCOPE OF REGULATIONS

This chapter applies to the control of all noise originating within the City, except in the following cases:

- A State or Federal Agency has adopted a different standard or rule than prescribed within this chapter which preempts the regulation of noise from a particular source so as to render this chapter inapplicable.
- The Council has determined that, by reason of public acceptance of the activity producing a particular noise or noises, such noise is deemed acceptable to the residents of the City.

DEFINITIONS:

The following words and phrases, when used in this ordinance, shall, for the purpose of this ordinance, have the meanings respectively ascribed to them in this section, unless otherwise defined in the text of the section.

Commercial Area – property zoned commercial, as identified on the Official Zoning Map of the City of Clear Lake, Iowa, as amended.

Residential Area – property zoned residential, as identified on the Official Zoning Map of the City of Clear Lake, Iowa, as amended.

Industrial Area - property zoned industrial, as identified on the Official Zoning Map of the City of Clear Lake, Iowa, as amended.

Motor Vehicle - means any motor-powered vehicle designed to carry at least one passenger or driver and of the type typically licensed for use on a public highways. This includes trucks cars and motorcycles.

Recreational Vehicles - recreational vehicle include those that are motor-powered but not of the type typically licensed for use on the public highways, although their use on a public highway may be permitted under limited conditions. They are vehicles used primarily for recreation, not basic transportation and include ATV's, snowmobiles and dirt bikes.

Decibel (dB) - means a logarithmic and dimensionless unit of measure often used in describing the amplitude of sound equal to twenty (20) times the logarithm to the base 10 of the ratio of the RMS sound pressure to the reference pressure of twenty (20) micropascals. The sound pressure level is denoted as SPL and is expressed in decibels.

Sound Level Meter - means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averaging device, output or display meter and weighting networks used to measure sound pressure levels.

Powered Model Vehicles - means any self propelled, airborne, water borne or land borne vessel or vehicle which is not designed to carry people, including but not limited to model airplanes, rockets, boats and cars.

MAXIMUM PERMISSIBLE SOUND LEVELS BY RECEIVING LAND USE:

The following are the maximum permissible sound levels allowed at or within the real property boundary of a receiving land use as measured by a sound level meter (decibel meter):

Residential-	7:00 am to 10:00 pm	60 dB
	10:00 pm to 7:00 am	50 dB
Commercial-	At All Times	65 dB
Industrial-	At All Times	75 dB

NOISE DISTURBANCE PROHIBITED:

It is unlawful for any person to willfully make, continue, cause, or allow any Noise Disturbance within the City of Clear Lake. The Property Owner, Tenant, or other such person with control, occupancy, or possession of property, shall be responsible for abatement of the Noise Disturbances occurring on that property and failure to do so shall be a violation of this section.

A Noise Disturbance shall include any or all of the following:

1. Alarm Testing - The sound emitted by the intentional sounding of any privately owned fire alarm, burglar alarm, siren, whistle or similar stationary emergency signaling device that can be heard outdoors when sounded for the essential purpose of testing such device, when conducted between the hours of 5:00 pm and 8:00 am.

2. Noisy Exhaust System - The sound made by a motor vehicle or recreational vehicle whose exhaust system is defective or has been modified to produce noise that does not blend the exhaust noise into the overall vehicle noise. The exhaust shall not produce a sharp popping or crackling sound that disturbs a reasonable person of normal sensitivities at all times.
3. Motor Vehicle Sound / Entertainment Equipment - The sound emitted, produced or amplified by a motor vehicle entertainment system, including but not limited to radio, tape deck, compact disc player, MP3 player, video player, CD player, amplifiers and any and all such equipment used and intended for the use and enjoyment of such vehicles occupant, if the sound emitted therefrom is audible at a distance of 50 feet or greater, at all times.
4. Screeching Tires - The sound made by the intentional screeching or squealing of the tires of a motor vehicle, at all times.
5. Racing - The sound made by a motor vehicle or recreational vehicle on private property or public right of way during any racing event or time trial, whether organized or unorganized, at all times when such sound disturbs a reasonable person of normal sensitivities.
6. Chain Saw, Lawn Mowers, Weed Whips - The sound emitted by chain saws, tree trimming equipment, lawn mowers, weed whips, and other motor powered equipment used to maintains lawns and other outdoor property operated between the hours of 10:00 pm and 7:00 am. Between the hours of 7:00 a.m. and 10:00 p.m., this activity shall not be subject to the time, area and dB limits set forth herein.
7. Construction Noise - The sound resulting from the erecting, constructing, excavating, demolishing, altering, or repairing of any structure, or operating, or permitting the operation of any tools or equipment used in construction, drilling, or demolition work in such a manner as to cause a sound in excess of that herein defined across any property boundary line between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and between the hours of 9:00 pm and 8:00 am on weekends.
8. Engine Brake Noise - The sound made by an engine brake devise of a diesel engine truck, at all times.
9. Engine Repairs and Testing - The sound made by repairing, rebuilding, modifying or testing a motor vehicle, boat, motorcycle, or recreational vehicle between the hours of 10:00 pm and 7:00 am.
10. Power Snow Removal Equipment - The sound of powered snow-removal equipment in residential areas between the hours of 12:00 midnight and 5:30 am.

11. Powered Model Vehicles - The sound made by a powered model vehicle between the hours of 9:00 pm and 7:00 am.
12. Sound Equipment and Sound Amplifying Equipment - The sound made by the playing or operation of any radio, television, record player, tape deck, CD or DVD player, computer or other sound amplifying equipment that; creates a Noise Disturbance to a reasonable person of normal sensibilities across a residential boundary between the hours of 12:00 a.m. (Midnight) and 8:00 a.m.
13. Animal Sounds – To include but not limited to; howls, barks or other audible sounds, emitted by an animal without provocation by the complainant, that are unreasonably loud or disturbing, which are of such character, intensity, and duration as to disturb the peace and quiet of a reasonable person in the neighborhood, or to be detrimental to the life and health of any individual. The owning, keeping, or harboring of any animal is prohibited.

EXCEPTIONS TO THIS CHAPTER:

1. The emission of sound for the purpose of alerting people to an emergency, including but not limited to; outdoor warning sirens, police and fire vehicle sirens, snow clearing equipment, and public address systems.
2. Rail, air and public mass transportation vehicles.
3. The sound from church bells, carillons or chimes or electronic reproductions of these sounds by a church or the emission of sounds in conjunction with a religious celebration.
4. The sound made by students, employees or the general public while in attendance at any school sponsored event.
5. The sound at any event with an approved license or permit, which specifically allows sound levels in excess of those set forth in this ordinance, from any department, board, or commission of the City authorized to issue such license or permit.
6. The sound made by any state, county or city-owned equipment used to conduct city business, including equipment rented or hired.

PENALTIES:

Any violation of this Ordinance shall be a simple misdemeanor and shall be subject to the penalties for simple misdemeanors as provided in the Iowa Code.

RESOLUTION NO. _____

RESOLUTION APPROVING MULTI-COMMUNITY ECONOMIC
ONE CORRIDOR AGREEMENT

WHEREAS, the communities of Mason City, Clear Lake and Greater Cerro Gordo County are facing greater competition for economic development, and

WHEREAS, it is in the best interest of the City of Mason City, the City of Clear Lake and Cerro Gordo County to preserve taxpayer economic development dollars by adopting a policy to prevent the private sector from pitting communities against one another in an attempt to inflate the incentives necessary for the attraction and retention of businesses, and

WHEREAS, the communities who sign on to the One Corridor Agreement have resolved not to directly compete with each other for existing businesses until such time as a business has made and irrevocable decision to relocate from its home community, and

WHEREAS, a task force of elected and administrative leaders from each party to the One Corridor Agreement was assembled, produced and unanimously approved the agreement

WHEREAS, the City Council have reviewed the One Corridor Agreement and were consulted in its development, and

WHEREAS, the Board of Directors of the North Iowa Corridor Economic Development Corporation have reviewed and unanimously approved and adopted the One Corridor Agreement, and

NOW THEREFORE be it resolved by the City Council, we hereby authorize the Mayor to sign the One Corridor Agreement.

PASSED AND APPROVED this ____ day of April, 2012.

Nelson Crabb, Mayor

Attest:

One Corridor Agreement

The parties to this agreement are committed to contributing to a dynamic regional economy and engaging in cooperative regional economic development practices which responsibly steward taxpayer dollars while maintaining a high level of competitiveness for the Corridor in the global economy.

We believe that a program of cooperative competition between communities best positions the Corridor region¹ in the global marketplace and that what is good for one Corridor community is good for another.

We agree that with respect to existing businesses in the Corridor region, a preponderance of priority should be placed upon their retention and growth within the community in which the business currently resides. As such, we agree not to offer or make available any institutional² or discretionary³ incentives to any company located in another Corridor community or territory until that company has provided written affirmation to the North Iowa Corridor Economic Development Corporation that it has made an irrevocable decision to relocate outside the city or territory in which it is currently located. We further agree not to solicit or entertain businesses from other communities that sign this agreement unless such an affirmation has been signed.

We agree that in competitive business attraction situations, where companies from outside the area have given notice of consideration of more than one Corridor community for a single project location, the North Iowa Corridor Economic Development Corporation shall serve as the single point of project contact for parties to this agreement. We agree that we shall submit all discretionary incentive offers to clients exclusively through the North Iowa Corridor office. We further agree, unless otherwise authorized by the other communit[ies], that all parties shall refrain from secondary incentives proposals⁴ or negotiations until the prospect has irrevocably removed the other Corridor communit[ies] from consideration.

We agree that to directly compete with another Corridor community for economic development projects on the basis of discretionary incentives is harmful to the region and costly to the taxpayer. We therefore shall not let another Corridor community's discretionary incentives package- should it become known- to be used as a lever to adjust or amend our community's discretionary incentives package.

Jointly signed and approved this 30th day of April, 2012.

Eric Bookmeyer, Mayor, City of Mason City

Nelson Crabb, Mayor, City of Clear Lake

Phil Dougherty, Chairman, Cerro Gordo County Board of Supervisors

Attest:

¹ City of Mason City, City of Clear Lake and Cerro Gordo County, Iowa

² Economic development incentives available to any applicant which meets certain static qualifications which do not require additional approvals from any body of government.

³ Economic development incentives developed specific to a project which require additional approvals from a body or bodies of government.

⁴ A presentation of additional or altered incentive[s] by a community subsequent its initial proposal.