



**WAUKEE CITY COUNCIL
SPECIAL MEETING AGENDA**

**DATE: THURSDAY, APRIL 1, 2021
TIME: 5:30 P.M.**

**PLACE: WAUKEE CITY HALL, WEST CONFERENCE ROOM,
230 W. HICKMAN RD., WAUKEE, IA 50263**

***Due to public health concerns and guidance, in accordance with Iowa Code Sections 21.4(1)(b) and 21.8, this meeting of the Waukee City Council will be conducted electronically as holding the meeting in person is impossible or impractical. However, the public is encouraged to access the meeting electronically in the manner specified below. The meeting shall be conducted via Zoom at the following link or phone numbers:**

**<https://zoom.us/j/352651371>
Meeting ID: 352-651-371**

Or by phone:

**+1 646-558-8656 or
+1 312-626-6799 or
+1 301-715-8592**

All persons wishing to observe or participate in this meeting may do so via Zoom or telephone. Please contact the City Clerk's office at 978-7904 or bschuett@waukee.org if you have questions or electronic accessibility issues.

A. CALL TO ORDER

B. ROLL CALL

C. AGENDA APPROVAL

Documents:

[04012021_AGENDA_SPECIAL.PDF](#)

D. ACTION ITEMS

D.1. RESOLUTION: Consideration Of Approval Of A Resolution Approving Contract, Bond [2021 Well Rehabilitation Project]

Documents:

[D01.PDF](#)

E. CLOSED SESSION: Pursuant To Code Of Iowa §21.5(1)(H) To Avoid Disclosure Of Specific Law Enforcement Matters, Such As Allowable Tolerances Or Criteria For The Selection, Prosecution, Or Settlement Of Cases, Which If Disclosed Would Facilitate Disregard Of Requirements Imposed By Law

Documents:

F. COMMENTS

G. ADJOURNMENT

Pursuant to §21.4(2) of the Code of Iowa (2021), the City has the right to amend this agenda up until 24 hours before the posted meeting time.

The City of Waukee is pleased to provide accommodations to disabled individuals or groups and encourages their participation in city government. Should special accommodations be required, please contact the Clerk's office at least 48 hours in advance at 978-7904 or email bschuett@waukee.org to have reasonable accommodations provided.



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- A. CALL TO ORDER**
 - B. ROLL CALL**
 - C. AGENDA APPROVAL**
 - D. ACTION ITEMS:**
 - 1) RESOLUTION:** Consideration of approval of a resolution approving contract, bond [2021 Well Rehabilitation Project]
 - E. CLOSED SESSION:** Pursuant to Code of Iowa §21.5(1)(h) to avoid disclosure of specific law enforcement matters, such as allowable tolerances or criteria for the selection, prosecution, or settlement of cases, which if disclosed would facilitate disregard of requirements imposed by law
 - F. COMMENTS**

ADJOURNMENT

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AGENDA ITEM: D1

**CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION**

MEETING DATE: April 1, 2021

AGENDA ITEM: Consideration of approval of a resolution approving contract, bond [2021 Well Rehabilitation Project]

FORMAT: Consent Agenda

SYNOPSIS INCLUDING PRO & CON:

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$550,116.00

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the resolution approving contract and bond with The Northway Corporation in the amount of \$550,116.00.

ATTACHMENTS: I. Proposed Resolution
II. Contract, Bond

PREPARED BY: Becky Schuett

REVIEWED BY:

RESOLUTION 2021-

RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE 2021 WELL REHABILITATION
PROJECT

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the 2021 Well Rehabilitation 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: The Northway Corporation of Waukee, IA

Amount of bid: \$550,116.00

Bond surety: United Fire and Casualty Company

Date of bond: March 22, 2021

Portion of project: All construction work

PASSED AND APPROVED this 1st day of April, 2021.

Mayor

ATTEST:

City Clerk

CONTRACT

THIS AGREEMENT, made and entered into this 22nd day of March, 2021, by and between the City of Waukee, Iowa, party of the first part, hereinafter referred to as the "Owner", and

NORTHWAY WELL AND PUMP CO. 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 proposal blanks, dated the 11th day of February, 2021, for 2021 Well Rehabilitation Project under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and proposal 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:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

2021 WELL REHABILITATION PROJECT

Furnish all labor, materials and equipment necessary to re-case a Jordan well approximately 2300 feet in depth. Work includes mobilization, 8-inch and 12-inch diameter steel casing pipe, cement grout, testing, acid treatment, test pumping, television survey, and miscellaneous associated work, including cleanup, for the sum of Five Hundred Fifty Thousand One Hundred Sixteen and 00/100 Dollars (\$550,116.00)

based on the unit and lump sum prices as shown on the Proposal.

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

- 2.1.1 Notice to Bidders
- 2.1.2 Notice of Public Hearing
- 2.1.3 Instructions to Bidders
- 2.1.4 Proposal
- 2.1.5 Contract
- 2.1.6 Bond
- 2.1.7 General Conditions
- 2.1.8 Special Conditions
- 2.1.9 Detailed Specifications
- 2.1.10 Plans listed in the specifications
- 2.1.11 Numbered addenda issued to the foregoing.

2.2 This Instrument.

2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

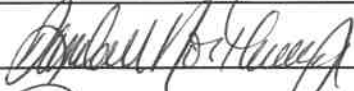
4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

CONTRACTOR

CITY OF WAUKEE, IOWA

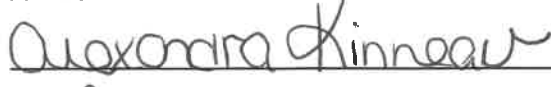
NORTHWAY WELL AND PUMP CO. _____

By 
Title President

Mayor

ATTEST:

ATTEST:


Title Secretary

City Clerk

BOND

KNOW ALL MEN: That we, NORTHWAY WELL AND PUMP CO.
of Marion, Iowa, hereinafter called the Principal, and
UNITED FIRE & CASUALTY COMPANY
hereinafter called the surety, are held and firmly bound unto the City of Waukeg, Iowa,
hereinafter called the Owner in the sum of
Five Hundred Fifty Thousand One Hundred Sixteen and 00/100 Dollars
Dollars (\$550,116.00), 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 March 22
2021, entered into a Contract with the Owner for 2021 Well Rehabilitation Project, which
Agreement includes a guarantee of all work against defective workmanship and materials for a
period of two (2) 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 three (3) years from the date of final acceptance of the work.

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

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

Bond

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 three (3) 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 22 day of MARCH, 2021.

PRINCIPAL:

NORTHWAY WELL AND PUMP CO.

Contractor


Signature

President
Title

SURETY:

UNITED FIRE & CASUALTY CO

Surety Company


Signature, Attorney-in-Fact

MELISSA K LOWN

Name of Attorney-in-Fact

BOUSLOG INSURANCE

Company Name

360 7TH AVE MARION, IA 52302

Company Address (Including Zip Code)

319-377-7321

Company Telephone Number



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JIM BOUSLOG, KATIE LUEHRSMANN, MELISSA K, LOWN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 19th day of December, 2021 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 19th day of December, 2019

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President



State of Iowa, County of Linn, ss:

On 19th day of December, 2019, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument, that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 22ND day of MARCH, 2021



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & EPIC

BPOA0045 122017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/23/2021

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

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

PRODUCER Klug Insurance Services, Inc. 2750 1st Ave NE #240 Cedar Rapids, IA 52402	CONTACT NAME: Kelsey Clapp
	PHONE (A/C, No, Ext): (319)366-8307 FAX (A/C, No): (319)366-4648
	E-MAIL ADDRESS: kclapp@klugins.com
	INSURER(S) AFFORDING COVERAGE
INSURED NORTHWAY WELL AND PUMP COMPANY DBA NORTHWAY CORPORATION 4895 8TH AVE MARION, IA 52302-3832	INSURER A : West Bend Mutual Insurance Company NAIC # 15350
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 00000287-5600907 REVISION NUMBER: 111

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		A010969	02/04/2021	02/04/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		A010969	02/04/2021	02/04/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		A010969	02/04/2021	02/04/2022	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		1408242	02/04/2021	02/04/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Rented/Leased Equip.		A010969	02/04/2021	02/04/2022	Equipment 112,229
A	<input checked="" type="checkbox"/> Installation Floater		A010969	02/04/2021	02/04/2022	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Work Performed.

CERTIFICATE HOLDER

CANCELLATION

**City of Waukee
230 W. Hickman Road
WAUKEE, IA 50263**

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

AUTHORIZED REPRESENTATIVE

Kelsey Clapp

(KLC)

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AGENDA ITEM: _____

**CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION**

MEETING DATE: April 1, 2021

AGENDA ITEM: Pursuant to Code of Iowa §21.5(1)(h) to avoid disclosure of specific law enforcement matters, such as allowable tolerances or criteria for the selection, prosecution, or settlement of cases, which if disclosed would facilitate disregard of requirements imposed by law

FORMAT: CLOSED SESSION

SYNOPSIS INCLUDING PRO & CON:

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION:

ATTACHMENTS: None

PREPARED BY: Becky Schuett

REVIEWED BY:

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:

DATE OF PUBLICATION: