



CITY OF CLEAR LAKE

15 North 6th Street • P.O. Box 185 • Clear Lake, IA 50428
Phone (641) 357-5267 • Fax (641) 357-8711
www.cityofclearlake.com

October 16, 2015

Mayor
NELSON P.
CRABB

HONORABLE MAYOR & CITY COUNCIL MEMBERS

City
Administrator
SCOTT
FLORY

The next regular meeting of the Clear Lake City Council is scheduled for Monday, October 19, 2015, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the attached agenda for the items discussed below.

COUNCIL MEMBERS

DANA
BRANT
Ward 1

ITEM #6A. **2015 Buddy Holly Place Storm Sewer Project.** At its regular meeting on September 8th, the Council awarded the construction contract for the Project to McKiness Excavating (Mason City). McKiness Excavating submitted the lowest responsive responsible quote for the project at \$49,987.50. The Project consists of the extension of the municipal storm sewer collection system from the intersection of 14th Ave N. & Buddy Holly Place south approximately 450 LF past the proposed future W. 12th Ave N. street extension from Buddy Holly Place that will be part of the future Sunset Ridge subdivision. Proposed improvements include 24" diameter piping material, storm sewer intakes & manholes, minor ditch grading, pavement restoration, and seeding.

TONY J.
NELSON
Ward 2

It should be noted that a portion of the project improvements are to be reimbursed by the developer of the Sunset Ridge subdivision (\$4,350). This would result in a "net" construction cost to the City of \$45,637.50.

JIM
BOEHNKE
Ward 3

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

MIKE
CALLANAN
At Large

It is anticipated that construction would begin in mid-October and be completed by November 18th. The construction contract is a 10 working days contract. Liquidated damages are set at \$300/day per the contract documents. There is also a 2-year maintenance bond required on the improvements.

GARY
HUGI
At Large

ITEM #6E. **S. 3rd Street Property.** The City accepted and opened bids for the property it owns at 1123 S. 3rd Street (including south 1/2 of 1119 S. 3rd Street). The property is generally 84' wide x 128' deep and is located at the intersection of 12th Ave S. and S. 3rd street.



Two bids were received. The highest bid was submitted by Jim & Judy Hilgendorf (2508 N. Shore Drive – Clear Lake) in the amount of \$40,100. The purchaser proposes to construct a twin home on the site.

The Council must set the date for a public hearing on the proposal to dispose of its interest by sale in the real estate. The date of the public hearing would be November 2nd. Public notice would be published in the Clear Lake Mirror reporter on October 21st. Back in May of 2014, the City sold the north half of the 3 lots it had previously acquired to Opportunity Village for \$40,000.

Smart Quote: *“People won’t have time for you if you are always angry or complaining.”* – Stephen Hawking, Theoretical Physicist

Scott Flory
City Administrator

PUBLIC NOTICE IS HEREBY GIVEN that the following governmental body will meet at the date, time, and place herein set out. The tentative agenda for said meeting is as follows:

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, OCTOBER 19, 2015
6:30 P.M.

1. Call to Order and Pledge of Allegiance led by Mayor Pro-Tem Mike Callanan.
2. Approval of Agenda.
3. Consent Agenda:
 - A. Minutes – October 5, 2015.
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - **Liquor License**: Special Class C Liquor License, Class B Wine Permit with Outdoor Service & Sunday Sales, The Supper Club Clear Lake, (renewal).
 - **Excavator's License**: Chad Heim Excavating, Waverly; Rognes Brothers Excavating, Lake Mills, (new).
4. Citizens opportunity to address the Council on items not on the agenda:
 - In conformance with the City Council's Rules of Procedure, no action can occur on items presented during the Citizens forum.
 - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
 - Speakers are limited to a maximum of five (5) minutes per person.
5. Unfinished Business:
6. New Business:
 - A. 2015 Buddy Holly Place Storm Sewer Extension Project:
 - Review by Scott Flory, City Administrator.
 - **Motion** to approve **Resolution #15-49, A "Resolution approving Contract & Bonds."**
 - Discussion and consideration of **Motion** by City Council.

B. Water Treatment Plant High Service Pump(s) Replacement Project:

- Update and review of Pay Estimate #5, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #5 by City Council.
- Discussion and consideration of **Motion** by City Council.

C. S. 3rd Street Parking Lot Porous Paving Enhancement Project:

- Review by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #15-50**, "Resolution authorizing the reimbursement of funds expended from the General Fund from the proceeds of the Tax Increment Fund for purposes of capital projects incident and related to this Resolution by the City Council.
- Discussion and consideration of **Motion** by City Council.

D. W. 7th Avenue N. Watermain Improvement Project:

- Update and review of Pay Estimate #2, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #2 by City Council.
- Discussion and consideration of **Motion** by City Council.

E. Proposal to sell City-owned property locally known as: 1123 (including S ½ of 1119) S. 3rd Street:

- Review by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #15-51**, "Resolution authorizing the setting of a public hearing on a proposal to sell real property owned by the City of Clear Lake, Iowa, locally known as: 1123 (including S ½ of 1119) S. 3rd Street, Clear Lake, Iowa."
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

- Kwik Star Grand Opening (3205 Willow Creek Court) Tuesday, October 20th, 9-11 a.m. (ribbon cutting at 10 a.m.)

9. Public Works Director's Report:

- Project update: 12th Avenue S. Bridge Replacement Project and N. Shore Drive Street Tree Planting.
- Review of Large Item Pick-up quantities/totals.

10. City Administrator's Report:

- Clear Project presentation from the Association for the Preservation of CL (11/2/15).
- Request to re-offer (2015) an Employee Early Retirement Program.

11. Other Business:

12. Adjournment.

NEXT REGULAR MEETING – NOVEMBER 2, 2015

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

RESOLUTION No. _____

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BONDS FOR
THE 2015 BUDDY HOLLY PLACE STORM SEWER EXTENSION 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 2015 Buddy Holly Place Storm Sewer Extension 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: McKiness Excavating, Inc., Mason City, Iowa

Bond surety: Merchants Bonding Company

Date of Bond: October 5, 2015

Portion of project: All construction work.

PASSED AND APPROVED, this 19th day of October, 2015.

Mike Callanan, Mayor Pro-Tem

ATTEST:

Jennifer Larsen, City Clerk

SECTION 00510**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT, made and entered into this 5th day of October, 2015, by and between the **City of Clear Lake**, Iowa, party of the first part, hereinafter referred to as the "**Owner**", and **McKiness 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 16th day of September 2015, for **2015 Buddy Holly Place Storm Sewer Extension 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:

2015 BUDDY HOLLY PLACE STORM SEWER EXTENSION 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 construction of approximately 450 linear feet of storm sewer, storm sewer intakes and manholes, minor ditch grading, pavement restoration, seeding and miscellaneous work including clean up.

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 will be substantially completed within 10 working days. All work shall be finally completed and the project ready for final acceptance by November 18, 2015. Contractor can start work any time after Notice to Proceed is issued. Once Contractor begins work on the project, work shall progress in a continuous manner until all work is completed. It is anticipated Notice to Proceed (Exhibit B) will be issued by October 12, 2015.

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 \$300 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 \$300 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 two (2) 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 6 sheets with each sheet bearing the following general title: **2015 Buddy Holly Place Storm Sewer Extension Project, Clear Lake, Iowa.**

7. Addenda (numbers N/A to N/A, 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 7, inclusive).
 - c. Documentation submitted by Contractor prior to Notice of Award including:
 1. Data requested in Proposal
 2. Bid Security (if required)
 3. Bidder Status Form

These items are NOT attached to the agreement.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).

B. The documents listed in Paragraph 10.01.A are made part of this Agreement by reference; exhibits to this Agreement as listed in 10.01.A.8 are attached except as expressly noted otherwise above.

C. There are no Contract Documents other than those listed above in this Article 10.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 1.23 of the General Conditions.

ARTICLE 11 - MISCELLANEOUS

11.01 Terms

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

11.02 Assignment of Contract

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

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

11.03 Successors and Assigns

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

11.04 Severability

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

11.05 Other Provisions

None

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

This Agreement will be effective October 5, 2015 (which is the Effective Date of the Agreement).

OWNER:

City of Clear Lake

By: _____

Title: Mayor

Attest: _____

Title: City Clerk

Designated Representatives:

Name: Joe Weigel

Title: Public Works Director

Address for giving notices:

City Hall

15 North Sixth Street

Clear Lake, Iowa 50428

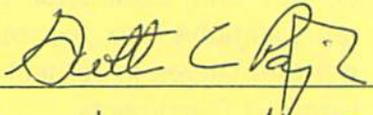
Phone: 641-357-5267 FAX: 641-357-8711

CONTRACTOR:

McKiness Excavating, Inc.

By: 

Title: Vice President

Attest: 

Title: Secretary and Treasurer

Designated Representatives:

Name: Garrett D. McKiness

Title: Vice President

Address for giving notices:

12 North Taft Avenue

Mason City, Iowa 50401

Phone: 641-424-4531 FAX: 641-424-6806

License No.: C 099298
(Where applicable)

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

Bond No.: IAC584939**SECTION 00600****PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOW ALL MEN: That we, McKiness Excavating, Inc. of Mason City, Iowa hereinafter called the Principal, and

Merchants Bonding Company, West Des Moines, IA,

hereinafter called the surety, are held and firmly bound unto the City of Clear Lake, Iowa, hereinafter called the Owner in the sum of Forty Nine Thousand Nine Hundred Eighty Seven and 50/100 Dollars (\$49,987.50), 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 October 5, 2015, entered into a Contract with the Owner for **2015 Buddy Holly Place Storm Sewer Extension 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

9/11/15

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 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 5th day of October, 2015.

PRINCIPAL:

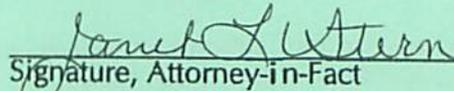
Bob McKiness Excavating and Grading, Inc.
Contractor


Signature

V.P.
Title

SURETY:

Merchants Bonding Company
Surety Company


Signature, Attorney-in-Fact

Janet L. Stern
Name of Attorney-in-Fact

First Insurance Agency
Company Name

P.O. Box 1448, Mason City, IA 50402
Company Address (Including Zip Code)

641-421-8000
Company Telephone Number



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JS

DATE (MM/DD/YYYY)

10/07/2015

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

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

PRODUCER 1ST Insurance Agency 20 E. State St. Mason City, IA 50401 John Moran		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MCKIN-1		FAX (A/C, No):	
INSURED Bob McKiness Excavating & Grading, Inc. 12 North Taft Mason City, IA 50401		INSURER(S) AFFORDING COVERAGE INSURER A: BITCO Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			NAIC # 20095

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

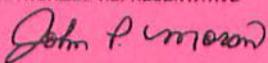
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	CLP3618650	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CAP3618651	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		CUP280857	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		WC3618649	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation		CLP3618650	04/01/2015	04/01/2016	any job \$ 100,000

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

Project: Buddy Holly Place Storm Sewer Extension
 City of Clear Lake (owner) and Veenstra & Kimm, Inc. (engineer) are designated additional insureds with respect to named insured's operations per attached when required by written contract. Excess follows underlying form.

CERTIFICATE HOLDER**CANCELLATION**

CLEA002 City of Clear Lake P.O. Box 185 Clear Lake, IA 50428	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER City of Clear Lake Services PROJECT: Clear Lake Water
 ATTN: Joe Weigel Treatment Plant High
 15 North 6th Street Service Pump Replacement
 Clear Lake, Iowa 50428

FROM CONTRACTOR: Dean Snyder Construction Co.
 PO Box 181
 Clear Lake, IA 50428

VIA ENGINEER: Veenstra & Kimm, Inc.
 Jason Petersburg
 2800 Fourth Street SW, Suite 9
 Mason City, Iowa 50401

APPLICATION NO 14501-5
 PERIOD TO: 9/30/15

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR
 ENGINEER

CONTRACT FOR: Replacement of high service pumps at the Clear Lake Water Treatment Plant CONTRACT DATE November 3, 2014

CONTRACTOR'S APPLICATION FOR PAYMENT

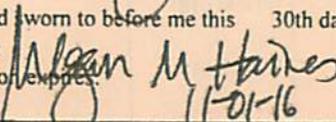
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

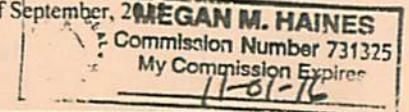
1. ORIGINAL CONTRACT SUM	\$	<u>365,000.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>365,000.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>321,980.00</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	<u>16,099.00</u>
(Column D + E on G703)		
b. <u>5</u> % of Stored Material	\$	<u>0</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>16,099.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>305,881.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>237,196.00</u>
8. CURRENT PAYMENT DUE	\$	<u>68,685.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>59,119.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

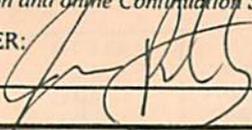
By:  Date: September 30, 2015
 State of: Iowa County of: Cerro Gordo
 Subscribed and sworn to before me this 30th day of September, 2015
 Notary Public: 
 My Commission Expires: 11-01-16



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 68,685.00
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:
 By:  Date: 10/8/15

APPROVAL OF OWNER

The undersigned Owner hereby approves payment of the AMOUNT CERTIFIED above by the Engineer.

OWNER:
 By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 14501-5

APPLICATION DATE: 9/4/15

PERIOD TO: 9/30/15

ARCHITECT'S PROJECT NO: 0

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	General Conditions	\$46,715.00	\$31,000.00	\$10,000.00		\$41,000.00	88%	\$5,715.00	\$2,050.00
	Bonds/Insurance/Permits	\$3,285.00	\$3,285.00			\$3,285.00	100%		\$164.25
	Removals/Patching -All Areas	\$65,000.00	\$48,750.00	\$16,250.00		\$65,000.00	100%		\$3,250.00
	Painting	\$8,000.00	\$4,000.00			\$4,000.00	50%	\$4,000.00	\$200.00
	1972 HS Pump #1 and #3 -Labor	\$42,000.00	\$4,200.00	\$27,300.00		\$31,500.00	75%	\$10,500.00	\$1,575.00
	1948 Pump Discharge Piping -Labor	\$19,000.00	\$19,000.00			\$19,000.00	100%		\$950.00
	Pipe & Valve Materials	\$19,000.00	\$19,000.00			\$19,000.00	100%		\$950.00
	HS Pump Provider	\$42,000.00	\$42,000.00			\$42,000.00	100%		\$2,100.00
	Sump Pump Materials	\$1,500.00	\$1,500.00			\$1,500.00	100%		\$75.00
	Schammel Electric	\$32,000.00	\$27,945.00			\$27,945.00	87%	\$4,055.00	\$1,397.25
	TTI, Controls	\$86,500.00	\$49,000.00	\$18,750.00		\$67,750.00	78%	\$18,750.00	\$3,387.50
	CHANGE ORDERS CO#1 ()								
	GRAND TOTALS	\$365,000.00	\$249,680.00	\$72,300.00	\$0.00	\$321,980.00	88%	\$43,020.00	\$16,099.00

RESOLUTION # _____

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

WHEREAS, the City Council of the City of Clear Lake has heretofore entered into various contracts pertaining to the expenditure of lawfully available funds to finance costs associated with construction, professional services, and administrative costs related to the South 3rd Street Parking Lot Porous Paving Enhancement Project; and

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

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

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

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

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

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

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

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

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

Passed and approved October 19, 2015.

Mike Callanan, Mayor Pro-Tem

Attest:

Jennifer Larsen, City Clerk



VEENSTRA & KIMM, INC.

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

PAY ESTIMATE NO. 2

Date: October 14, 2015

Project Title	West 7th Avenue North Watermain Improvement Project Clear Lake, Iowa		Contractor	Charlson Excavating Co., Inc. 4111 7th Avenue North Clear Lake, IA 50428
Original Contract Amount & Date	\$424,000.00	July 20, 2015	Pay Period	August 30 - October 3, 2015

BID ITEMS

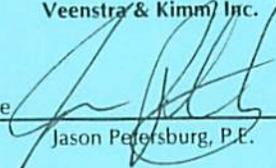
Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
Division 1 - General							
1.01	Mobilization	LS	1	\$15,000.00	\$15,000.00	60%	\$9,000.00
1.02	Traffic Control	LS	1	\$7,500.00	\$7,500.00	60%	\$4,500.00
1.03	Roadway Pavement Removals	SY	403	\$7.00	\$2,821.00	342	\$2,394.00
1.04	Driveway Pavement Removals	SY	500	\$6.25	\$3,125.00	398	\$2,487.50
1.05	Clearing and Grubbing *assumed quantity	UNIT	161	\$50.00	\$8,050.00	82	\$4,100.00
1.06	Granular Backfill Material *assumed quantity	TONS	250	\$15.00	\$3,750.00	250.00	\$3,750.00
1.07	Stabilizing Material *assumed quantity	TONS	60	\$18.00	\$1,080.00	37.62	\$677.16
1.08	Jack and Bore 24" Steel Casing	LF	115	\$240.00	\$27,600.00	0	\$0.00
1.09	Railroad Insurance	LS	1	\$4,000.00	\$4,000.00	0%	\$0.00
Division 2 - Erosion Control							
2.01	Silt Fence	LF	45	\$5.00	\$225.00	0	\$0.00
2.02	Perimeter and Sediment Control Device, 9"	LF	400	\$5.00	\$2,000.00	0	\$0.00
2.03	Intake Filter	EACH	4	\$200.00	\$800.00	4	\$800.00
Division 3 - Sanitary Sewer							
3.01	Connect to Existing Sanitary Sewer Main	EACH	2	\$250.00	\$500.00	0	\$0.00
3.02	Sanitary Sewer Main, Watermain Quality Pipe, 8"	LF	20	\$50.00	\$1,000.00	0	\$0.00
3.03	Sanitary Sewer Service, 4" *assumed quantity	LF	50	\$30.00	\$1,500.00	0	\$0.00
3.04	Sanitary Sewer Service, 6" *assumed quantity	LF	175	\$40.00	\$7,000.00	51	\$2,040.00
Division 4 - Storm Sewer							
4.01	Connect to Existing Storm Sewer *assumed quantity	EACH	2	\$500.00	\$1,000.00	0	\$0.00
4.02	Drain Tile Point Repair, 4-8" Diameter *assumed quantity	EACH	5	\$400.00	\$2,000.00	0	\$0.00
4.03	Storm Sewer Pipe, RCP with Gaskets, 15" Dia. *assumed quantity	LF	12	\$50.00	\$600.00	0	\$0.00

West Des Moines • Coralville • Omaha • Moline • Mason City • Sioux City • Liberty

Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
Division 5 – Water Main							
5.01	Connect to Existing Water Main	EACH	5	\$600.00	\$3,000.00	4	\$2,400.00
5.02	Fire Hydrant Removal and Salvage	EACH	2	\$250.00	\$500.00	0	\$0.00
5.03	Water Main, Open Cut, PVC, 4" Dia.	LF	20	\$40.00	\$800.00	4	\$160.00
5.04	Water Main, Open Cut, PVC, 6" Dia.	LF	27	\$40.00	\$1,080.00	27	\$1,080.00
5.05	Water Main, Open Cut, PVC, 8" Dia.	LF	20	\$50.00	\$1,000.00	18	\$900.00
5.06	Water Main, Open Cut, PVC, 12" Dia.	LF	2455	\$48.00	\$117,840.00	1616	\$77,568.00
5.07	Water Main, Directional Bore, PVC, 12" Dia.	LF	200	\$125.00	\$25,000.00	200	\$25,000.00
5.08	Water Main, Thru Steel Casing, PVC, 12" Dia.	LF	115	\$60.00	\$6,900.00	0	\$0.00
5.09	6" Gate Valve	EACH	6	\$900.00	\$5,400.00	4	\$3,600.00
5.10	8" Gate Valve	EACH	3	\$1,500.00	\$4,500.00	3	\$4,500.00
5.11	12" Gate Valve	EACH	5	\$2,300.00	\$11,500.00	3	\$6,900.00
5.12	Water Main, Fittings	LBS	2790	\$6.50	\$18,135.00	1802	\$11,713.00
5.13	Water Services, Open Cut, ¼" Copper	LF	196	\$22.00	\$4,312.00	116	\$2,552.00
5.14	Water Services, Directional Bore, ¼" Copper	LF	430	\$29.50	\$12,685.00	430	\$12,685.00
5.15	¼" Corporation	EACH	33	\$350.00	\$11,550.00	17	\$5,950.00
5.16	¼" Curb Stop and Box	EACH	31	\$375.00	\$11,625.00	15	\$5,625.00
5.17	Water Services, Open Cut, 1" Copper	LF	20	\$30.00	\$600.00	0	\$0.00
5.18	1" Corporation	EACH	2	\$400.00	\$800.00	0	\$0.00
5.19	1" Curb Stop and Box (Assumed Quantity)	EACH	2	\$400.00	\$800.00	0	\$0.00
5.20	Fire Hydrant	EACH	6	\$2,700.00	\$16,200.00	4	\$10,800.00
5.21	Watermain Insulation	LF	115	\$18.50	\$2,127.50	0	\$0.00
5.22	Water Main System & Compaction Testing	LS	1	\$3,500.00	\$3,500.00	65%	\$2,275.00
Division 6 – Pavement							
6.01	Temporary Aggregate Surface Course, 6"	TONS	245	\$17.50	\$4,287.50	240.21	\$4,203.68
6.02	Modified Subbase, 6"	SY	403	\$6.00	\$2,418.00	188	\$1,128.00
6.03	PCC Roadway Pavement with Integral Curb & Gutter, 6" Thick	SY	403	\$53.00	\$21,359.00	188	\$9,964.00
6.04	PCC Curb & Gutter, 2.5' (Assumed Quantity)	LF	50	\$30.00	\$1,500.00	0	\$0.00
6.05	PCC Driveway Pavement, 6" Thick	SY	494	\$50.00	\$24,700.00	257	\$12,850.00
Division 7 - Landscape							
7.01	Topsoil Import and Spread *Assumed Quantity	CY	500	\$25.00	\$12,500.00	0	\$0.00
7.02	Seed, Fertilizer, and Mulch	SQ	315	\$20.00	\$6,300.00	0	\$0.00
7.03	Sod	SQ	17	\$90.00	\$1,530.00	0	\$0.00
TOTAL CONTRACT					\$424,000.00		\$231,602.34

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$424,000.00	\$231,602.34
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$0.00	\$0.00
Revised Contract Price		\$424,000.00	\$231,602.34
		Materials Stored	\$0.00
		Value of Completed Work and Materials Stored	\$231,602.34
		Less Liquidated Damages	\$0.00
		Final Contract Amount (Revised Contract Price Less Damages & Assessments)	\$231,602.34
		Less Retained Percentage (5%)	\$11,580.12
		Net Amount Due This Estimate	\$220,022.22
Less Estimate(s) Previously Approved	No.1	\$102,379.60	
	No.2	\$0.00	
	No.3	\$0.00	
	No.4	\$0.00	
	No.5	\$0.00	
	No.6	\$0.00	
		Less Total Pay Estimates Previously Approved	\$102,379.60
Percent Complete	54.6%	Amount Due This Estimate	\$117,642.62

The amount \$117,642.62 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: Charlson Excavating Co., Inc.	Recommended By: Veenstra & Kimm Inc.	Approved By: City of Clear Lake
Signature  Erick Molstad	Signature  Jason Petersburg, P.E.	Signature Scott Flory / Nelson Crabb
Title Vice President	Title Project Engineer	City Administrator / Mayor
Date 10-15-15	Date 10-14-15	Date

RESOLUTION _____

A RESOLUTION AUTHORIZING THE SETTING OF A PUBLIC HEARING ON A PROPOSAL TO SELL REAL PROPERTY OWNED BY THE CITY OF CLEAR LAKE, IOWA, LOCALLY KNOWN AS 1123 (INC. SOUTH ½ OF 1119) S. THIRD STREET CLEAR LAKE, IOWA

WHEREAS, the City of Clear Lake, Iowa, owns property located at 1123 (inc. south ½ of 1119) S. 3rd Street, Clear Lake, Iowa, for which it is hereby proposed to sell said property; and

WHEREAS, a public notice and hearing is required before the City Council may approve said proposed sale.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clear Lake, Iowa, that a public hearing on the proposed sale of property is hereby set for November 2, 2015, at 6:30 o'clock p.m.

BE IT FURTHER RESOLVED, that Notice of said hearing shall be published as required by law on October 21st in the Clear Lake Mirror Reporter.

PASSED AND APPROVED, the 19th day of October, 2015.

Mike Callanan, Mayor Pro-Tem

Attest:

Jennifer Larsen, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF INTENT TO SELL AND ENTER INTO AN AGREEMENT TO DISPOSE OF THE CITY'S INTEREST IN REAL PROPERTY LOCALLY KNOWN AS 1123 & S ½ of 1119 S. 3RD STREET CLEAR LAKE, IOWA

YOU ARE HEREBY NOTIFIED that the City of Clear Lake, Iowa, will hold a public hearing on the 2nd day of November, 2015, at 6:30 p.m. at the Clear Lake City Hall, 15 N. 6th Street, Clear Lake, Iowa, for purposes of discussing the intent to sell and entering into an agreement to sell real property owned by the City of Clear Lake, Iowa, to Jim and Judy Hilgendorf for the sum of \$40,100 said real property owned by the City of Clear Lake, Iowa, and legally described as follows:

L4 & S ½ L3 AUD PL L 33 Serrines SUB L'S 1 & 4 GOVT L 5 13-96-22 EXC W 20',
an official Plat in Cerro Gordo County, Iowa; also known as 1123
(including the south ½ of 1119) S. 3rd Street, Clear Lake, IA

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a copy of the proposed agreement can be seen at the City Clerk's Office located at the Clear Lake City Hall, 15 N. 6th Street, Clear Lake, Iowa, during regular business hours through the date of the hearing.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that at the time and place aforesaid all persons will have opportunity to be heard for or against said agreement. Following such hearing, the Clear Lake City Council will take action on said approval without further notice or opportunity for hearing.

Dated the 19th day of October 2015.

Jennifer Larsen, City Clerk

PURCHASE AGREEMENT

Approved by the Iowa Association of Realtors - 601341C

Clear Lake, Iowa, Sept. 4 2015

To: I-We hereby make you the following offer for your property located at or briefly described as follows: Parcel 051347902600 and S2 of 051347902500

and legally described as: Lot 4 + S2 Lot 3 Add'l L33 SURINES Subd's 1+4 Gout L5 13-96-22 EYCW 20'

and agree to pay you therefor the sum of \$ 40,100.00 as follows: \$ 100.00 in cash with this offer as earnest money to be held by Hilgendorf Real Estate Seller's agent, pending delivery of final papers.

The balance of \$ 40,000.00 is to be paid as follows, to-wit: \$ 40,000.00 in cash to be paid upon delivery of warranty deed upon the form recommended by the Iowa Real Estate Association; or as follows:

- 1. All regular taxes on the property due and payable in 2015, as well as all unpaid taxes for prior years, are to be paid by Seller
2. 2015 taxes due and payable in 2016 to be prorated to date of possession and based on current taxes, are to be paid by Seller
3. All special assessments now constituting a lien are to be paid by Seller
4. All subsequent taxes and special assessments are to be paid by the Buyer.
5. Possession to be given on or before Nov 2, 2015, and adjustments of interest, rents and insurance to be made of like date; settlement to be made upon approval of title but not later than date of possession.
6. Sellers agree to maintain existing insurance until closing. Buyer may purchase additional insurance.
7. The Seller is to continue the abstract to the date of the contract, showing good and merchantable title, free and clear of all taxes, assessments, liens and encumbrances, other than those specified, except building restrictions, easements, mineral reservations made by former owners, and a mortgage, the balance of which shall not exceed \$ with interest at per cent.
8. It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein in writing, and that this property has been offered me by no other person. Any agreement written on the back hereof, and there signed by the parties, shall be a part of this contract.
9. Shades, rods, blinds, venetian blinds, linoleum, carpeting, storm sash, screens, showers, automatic heating equipment, water heater, electric, and other attached fixtures, are to be left with the house unless excepted on the back of this contract and there signed by the parties.
10. If the Seller fails to fulfill this agreement he will pay to the agent the regular commission in full, and the Buyer shall have the right to have all payments returned, or to proceed by any action or actions at law in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.
11. If the Buyer fails to fulfill this agreement, the Seller may forfeit the same as provided in Chapter 656 of the 1946 Code of Iowa, and all payments made herein shall be forfeited and to the extent of the commission it shall first be paid to the agent in full discharge of Seller's obligation for commission to the agent, and the balance, if any, shall be paid to and become the property of the Seller, or the Seller may proceed by any action or actions at law or in equity and the Buyer agrees to pay costs and attorney fees, including the agent's commission and any other expenses incurred by the Seller as liquidated damages, and a receiver may be appointed and all payments made herein to the extent of the commission shall be first paid to the agent in full discharge of the Seller's obligation for the agent's commission, and the balance if any, shall be paid to and become the property of the Seller.
12. In case either party fails to perform his part of this agreement, the other party may at his option forfeit this contract by thirty day's notice, or may proceed by action at law or equity to enforce the same as provided by law, and the party in default shall pay all costs including attorney's fees, and a receiver may be appointed.
13. In the performance of each part of this agreement, time shall be of the essence.
14. It is agreed that at time of settlement, funds of the purchase price may be used to pay taxes and other liens to comply with the above requirements, same to be handled under supervision of agent, and subject to approval of Buyer's attorney on title questions involved, and needed to produce merchantable title.
15. When accepted this offer shall become a legally binding contract for the sale and purchase of the above described premises (if not understood, seek competent advice) and the Seller shall pay said agent the customary commission. If this offer is not accepted by the Seller on or before Oct 14, 2015, it shall become null and void and the initial payment shall be repaid to the buyer without liability on the part of said agent to either party.

The foregoing offer is accepted this day of

Seller and Owner
Wife or Husband

Jim Hilgendorf
Buyer
Wife or Husband

HEINY, McMANIGAL, DUFFY,
STAMBAUGH & ANDERSON, P.L.C.

JOHN L. DUFFY
GERALD M. STAMBAUGH
J. MATHEW ANDERSON
JACQUELINE R. CONWAY
MICHAEL S. VERVAECKE
JACQUELYN K. ARTHUR
NICOLE ROGNES OLSON
COLLIN M. DAVISON

ANDREW C. JOHNSTON

ATTORNEYS AT LAW
11 FOURTH STREET N.E.
P.O. BOX 1567
MASON CITY, IOWA 50402-1567
TELEPHONE (641) 423-5154
FAX (641) 423-5310
E-MAIL gstambaugh@heinyllaw.com
DIRECT DIAL (641) 421-8350

JAMES R. HEINY
RICHARD R. WINGA
GILBERT K. BOVARD
RETIRED

MORRIS E. LAIRD
1908-2002
DON W. BURINGTON
1909-1998
CHARLES W. McMANIGAL
1939-2013

October 8, 2015

Scott Flory
City Administrator
City of Clear Lake
SENT BY EMAIL TO slawrenceflory@cltel.net

John G. Sorensen
Sorensen & Moeller Law Office
22 North Third Street
Clear Lake, Iowa 50428
SENT BY EMAIL TO jgs@cltel.net

In re:	Lender:	None (Cash)
	Loan No.:	N/A
	Buyer:	Aldin F. Stecker
	Property:	Parcel 05-13-479-032-00
	Seller:	City of Clear Lake
	Price:	\$35,000 (net)

Gentlemen:

Attached is a copy of the Offer (Purchase Agreement) now reflecting the signature of Aldin F. Stecker.

This differs slightly from the one we sent to you earlier October 8, 2015.

First, we have changed the footer date at the bottom of each page (10-8-15 rather than 10-7-15).

October 8, 2015

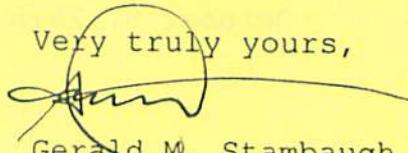
Page 2

Item 2 has been expanded to make it clear that Stecker's Offer is conditioned upon his ability to build a twin home or duplex building and that the property will be determined to not be within a flood plain.

In addition, Item 18 has been expanded to make it clear that the City would be responsible for the fees associated with a determination that the property is not within a flood plain.

We will look forward to your responses.

Very truly yours,



Gerald M. Stambaugh

Enclosure

cc:

Aldin F. Stecker

885 Briarstone Drive

Mason City, Iowa 50401

SENT BY EMAIL TO okstick@mchsi.com

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