



# CITY OF CLEAR LAKE

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

Mayor  
NELSON P.  
CRABB

City  
Administrator  
SCOTT  
FLORY

## COUNCIL MEMBERS

SHANE W.  
COONEY  
Ward 1

TONY J.  
NELSON  
Ward 2

BEN  
FURLEIGH  
Ward 3

MIKE  
CALLANAN  
At Large

TERRY  
UNSWORTH  
At Large

December 2, 2011

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **December 5, 2011**, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the enclosed agenda for the items discussed below.

**ITEM #6A Annual Financial Report (FY 11).** In accordance with Section 11.19 of the Code of Iowa, the annual audit report has been completed for the City of Clear Lake for the fiscal year ending June 30, 2011. State law requires that a certified public accounting firm make an annual audit of the financial statements of all administrative departments of the City.

The City's auditor, McGladrey & Pullen LLP, will present the audit and review the findings, conclusions, & recommendations with the Council. McGladrey & Pullen has been preparing the City's annual audit for more than 25 years, consecutively. Following acceptance of the Report by the City Council, a copy of the 2011 Fiscal Year Audit Report will be filed with the Auditor of the State of Iowa, as required by law.

**ITEM #6B. NICEDC Funding Agreement.** As a result of the dissolution of the legal not-for-profit entity previously known as the Clear Lake Economic Development Corporation (CLEDC), the North Iowa Corridor EDC (NICEDC) will now be the sole economic development corporation working on behalf of the City of Clear Lake. The NICEDC will represent not only the City of Clear Lake, but also the City of Mason City and Cerro Gordo County, in terms of overall economic development matters.

Representatives of the NICEDC appeared at the November 7<sup>th</sup> City Council meeting and requested that the Council consider a multi-year funding agreement with the NICEDC, using the same revenue source that had previously been dedicated by the City to the CLEDC. That revenue source is, of course, 1% of the original 5% hotel/motel tax, which was originally approved by the voters in the early 1990's. Generally speaking, that amount equates to roughly \$50,000 annually.



Enclosed in your packet is a proposed funding agreement between the City and the NICEDC. It is for a 3-year period, beginning on January 1, 2012. However, the Agreement is subject to annual appropriation by the Council. The Agreement outlines the various responsibilities and expectations of the parties during this time period.

**ITEM #6D. Fire Station Building Project.** At its meeting on October 4, 2010, the City Council awarded the construction contract for the Fire Station Building Improvement Project to Henkel Construction of Mason City. The amount of the contract was \$1,922,052. There were a total of eleven change orders on the Project, which increased the total amount of work completed under the contract to \$1,954,836.33.

The Project consultant's representative has now filed the "Certificate of Completion" with the City, indicating that all work has been completed in accordance with the contract documents that were previously approved by the Council. The Council has already approved the "final" pay estimate, so the only amount left to pay the contractor is the outstanding retainage (5% of the contract), which is \$96,934.03. In accordance with the Code of Iowa, payment of the retainage amount cannot occur prior to 30 days having elapsed following the Council's "acceptance of the work".

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

Scott Flory  
City Administrator

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

TENTATIVE AGENDA  
CLEAR LAKE CITY COUNCIL  
CITY HALL – 15 N. 6<sup>TH</sup> STREET  
MONDAY, DECEMBER 5, 2011  
CITY HALL – COUNCIL CHAMBERS  
6:30 P.M.

1. Call To Order by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
  - A. Minutes – November 21, 2011.
  - B. Approval of the bills & claims.
  - C. Tax Abatement Application: Betty Hren, 604 Pine Brooke Drive.
  - D. Licenses & Permits:
    - Liquor License: Class B Beer (Includes Wine Coolers) with Sunday Sales, Pizza Hut, #13796, (renewal).
4. Citizen's opportunity to address the Council on items not on the agenda:
  - In conformance with the City Council's Rules of Procedure, no action can occur on items presented during the Citizens Forum.
  - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
  - Speakers are limited to a maximum of five (5) minutes per person.
5. Unfinished Business:
6. New Business:
  - A. 2011 Fiscal Year Municipal Audit Report:
    - Introduction by Scott Flory, City Administrator.
    - Presentation of the 2011 Fiscal Year Audit Report, Sharon Meyer, Partner, McGladrey & Pullen, LLP.
    - **Motion** to accept the 2011 Fiscal Year Audit Report.
    - Discussion and consideration of **Motion** by City Council.
  - B. NICEDC Funding Agreement with the City of Clear Lake:
    - Introduction by Scott Flory, City Administrator.
    - Review of request from the NICEDC.
    - **Motion** to approve a "Funding Agreement between the City of Clear Lake and the North Iowa Corridor Economic Development Corporation."

- Discussion and consideration of **Motion** by City Council.

C. Retail Recruitment Incentive Program – Emerson’s-by-the-Lake (308 Main Avenue):

- Review of request, Scott Flory, City Administrator.
- Public Hearing.
- **Motion** to approve **Resolution #11-91**, “A Resolution approving an Economic Development Agreement with Emerson’s-by-the-Lake, including incentive payments.”
- Discussion and consideration of **Motion** by City Council.

D. Fire Station Building Project:

- Introduction by Scott Flory, City Administrator.
- Review by Stan Owens, SEH & Associates.
- **Motion** to approve **Resolution #11-92**, “A Resolution Accepting the Work.”
- Discussion and consideration of **Motion** by City Council

E. 2103 North Shore Drive Storm Sewer Improvement Project:

- Introduction by Scott Flory, City Administrator.
- Review of the proposed plans & specifications for the construction of the project, Matt Berry, Attorney, and Mike Danburg, P.E., Yaggy Colby Associates
- **Motion** to approve the plans & specifications by City Council.

7. Chief of Police’s Report:

- Update on renewal of Police Service Agreement with the City of Ventura.

8. Mayor’s Report:

- Request for **Motion** to set the date for the 2012 Strategic Planning & Goal Setting Session as Tuesday, December 13<sup>th</sup>, from 10:00 am to 2:00 pm at the Fire Station.

9. Public Works Director’s Report:

- Update regarding construction of the CDBG Sanitary Sewer Improvement Project (Phase 1).
- Update regarding construction of the 10<sup>th</sup> Ave N. Street Improvement Project.

**10. City Administrator's Report:**

- Submittal of the Annual Report by the Veterans Memorial Golf Club Foundation Inc.

**11. City Attorney's Report:**

**12. Other Business:**

**13. Adjournment.**

**NEXT REGULAR MEETING – December 19, 2011**

APPLICATION FOR TAX ABATEMENT UNDER THE PINE BROOKE  
URBAN REVITALIZATION PLAN FOR

CLEAR LAKE, IOWA

Date 12-1-11

Prior Approval for  
Intended Improvements

Approval of Improvements  
Completed

Address of Property: 604 Pine Brook Dr

Legal Description: Lot #1 Pine Brook Phase II

Title Holder or Contract Buyer: Betty Hren

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): \_\_\_\_\_

Proposed Property Use: Residential

Nature of Improvements:  New Construction

Specify: \_\_\_\_\_

Estimated or Actual Date of Completion: 11-10-11

Estimated or Actual Cost of Improvements: \$179,900

Tax Exemption Schedule is attached.

Signed: Betty Hren

**FUNDING AGREEMENT BETWEEN THE CITY OF CLEAR LAKE,  
IOWA, AND THE NORTH IOWA CORRIDOR ECONOMIC  
DEVELOPMENT CORPORATION**

THIS AGREEMENT made effective as of the 1st day of January, 2012.

BETWEEN:

**NORTH IOWA CORRIDOR ECONOMIC DEVELOPMENT CORPORATION**, a non-profit corporation incorporated pursuant to the laws of the State of Iowa, having its registered office at 25 West State Street, Suite B, Mason City, Iowa, 50401 (hereinafter called the "NICEDC")

AND:

**CITY OF CLEAR LAKE**, a municipal corporation with offices at 15 N. 6<sup>th</sup> Street, Clear Lake, Iowa, 50428 (hereinafter called the "City")

**WHEREAS** the parties hereto have agreed to enter into this Agreement upon the terms and conditions set forth herein.

**NOW THEREFORE WITNESSETH** that in consideration of the premises, covenants, promises and agreements herein contained and the payment of \$1.00 each to the other (the receipt and sufficiency of which is hereby acknowledged by each of the parties) and other good and valuable consideration, the parties hereto covenant and agree each with the other as follows:

1. The term of this Agreement shall be three (3) years commencing on the 1st day of January, 2012 and ending on the 31st day of December, 2014 (the "Term") unless otherwise earlier terminated pursuant to the terms of this Agreement; provided that any funding to be provided to the NICEDC by the City pursuant to this Agreement shall be subject to review and approval by the Mayor and City Council for the City on an annual basis.
2. The City may terminate this Agreement for any reason whatsoever, at any time prior to December 31, 2014, or at any time during any renewal of this Agreement, upon giving the ninety (90) days (the "Notice Period") prior written notice of such termination.
3. In addition to any other services, work and obligations that the NICEDC is to perform or provide for or on behalf of the City, as specifically set out in this Agreement, the NICEDC shall, during the Term of the Agreement:
  - (a) provide leadership with respect to economic development in the City, in harmony with like responsibilities to Cerro Gordo County and the City of Mason City, Iowa;
  - (b) promote the City as a vibrant and diversified destination for business and investment;

(c) provide the City with quarterly City Council meeting reports on various performance activities of the NICEDC; and

(d) provide policy advice and recommendations as requested by the Mayor & City Council as a whole, including reporting on both successful and unsuccessful projects.

Activities will include, but are not limited to, the following:

- (e) economic development leadership;
- (f) attract, retain and expand businesses;
- (g) act as a conduit between government and business/industry; and
- (h) research and provide economic information

all as hereinafter defined, collectively, as the "Services".

4. During the Term of this Agreement, the NICEDC shall perform the Services and carry on its activities and functions in accordance with its ED Strategic Plans and operating budgets for each year of the Term, as may be approved annually by the City for each year of the Term. Prior to, or concurrently with, City approving any funding for the NICEDC for the 2013 or 2014 years of the Term, it is a condition of this Agreement and of any funding being provided by the City that the NICEDC annually make available to the City document[s] representing its strategic plan governing and directing the goals and priorities of the NICEDC for the funding year for comment.

5. Subject to Section 2 herein, the City shall pay to the NICEDC an annual fee for each year of the Term as approved by Council and Mayor (the "Annual Fee"). For greater certainty, the City shall have no obligation to pay to or provide funding to the NICEDC for any year of the Term, unless and until the Mayor & City Council have specifically approved in writing an Annual Fee for each respective year of the Term in conjunction with the annual City budgeting process. The Annual Fee shall be payable in advance in quarterly installments, with such payments due on or about the first day of January, April, July, and October during the Term or at such times as otherwise determined by the City.

6. The NICEDC covenants and agrees that the City's funding obligation pursuant to this Agreement is limited to 1% of the original 5% City imposed hotel/motel tax and shall be made on an annual basis, subject to section 2 herein. Any funding to be provided by the City to the NICEDC for the 2013 and 2014 years of the Term is conditional upon Council's receipt of required documents and reporting from NICEDC as per this agreement and approval, in its sole discretion, of the 2013 and 2014 funding.

7. As a condition of the City entering into this Agreement, the NICEDC covenants and agrees that it has at the time of execution of this Agreement and will continue throughout the Term to engage by means of employment or a contract for services a qualified person(s) with a high level of skill and a proven track record in the delivery of economic development and business promotion services to do the following:

(a) to provide economic expertise, to support the provision of policy advice on economic development issues facing the City, as requested by the Mayor & City Council as a whole or as directed by the NICEDC's Board of Directors;

(b) to professionally manage the NICEDC; and

(c) to oversee and ensure the delivery of the Services, the ED Strategy, and any other programs in a highly qualified manner.

8. The City may, in its sole and absolute discretion, if the NICEDC duly and punctually observes and performs the terms, conditions and covenants to be observed and performed by it in accordance with this Agreement, grant the NICEDC a renewal of the Agreement upon the expiration of the Term, on such terms and conditions as required by the City and as agreed to by the NICEDC.

9. As is consistent with NICEDC corporate by-laws, the City may, from hereafter, assign to the NICEDC Board of Directors in an ex-officio capacity the City Administrator and Mayor (the "City Liaisons"), both of whom shall be entitled, but not obligated, to attend any meetings of the NICEDC board of directors and shall act as contact persons for the NICEDC. The NICEDC acknowledges and agrees that the City and the City Liaison(s) shall have no responsibility or liability with respect to the NICEDC carrying out its obligations pursuant to this Agreement and no act or omission, including any negligence by the City Liaison(s) or the City shall in any way limit, derogate or release the NICEDC from its obligations under this Agreement, including without limitation any obligations to release or indemnify the City or any City Personnel.

10. The NICEDC shall maintain proper financial records and provide annual financial statements to the City Liaison(s), signed by an officer or director of the NICEDC, and certified as correct by a licensed public accountant, with the same to be delivered in conjunction with its delivery to the NICEDC Board of Directors not more than three (3) months after the expiration of each June 30 NICEDC fiscal year.

11. Where the context permits this Agreement shall inure to the benefit of and be binding upon, not only the parties hereto, but also their respective successors and assigns.

12. Nothing herein contained shall be construed as in any way constituting this a partnership or joint venture between the parties hereto, or be construed to evidence an intention of the parties to constitute such a relationship. Neither party shall hold itself out contrary to the terms of this section, nor become liable or bound by any representation, act or omission whatsoever of the other party contrary to the provisions of this section.

13. All contracts, whether of employment or otherwise, entered into by either party with respect to this Agreement shall be made by such party as principal and not as agent of the other party and the other party shall have no liability therefore, including without limitation with respect to any employment contract or contract for services as required or provided for in this Agreement.

14. Should any provision of this Agreement be void, voidable, or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in full force and be binding upon the parties as if the unenforceable provision had not been included.

15. This Agreement shall be construed and governed by the laws of the State of Iowa and venue shall be in Cerro Gordo County, Iowa.

16. All references shall be read with such changes in number and gender as may be appropriate according to the references to a male or female person, or a corporation.

17. This Agreement shall not be modified, varied or amended except by an instrument in writing signed by the parties hereto.

18. This Agreement shall not be assigned by the NICEDC without the prior written consent of the City which consent may be arbitrarily withheld.

19. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a municipal corporation.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement under the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

**PASSED** by the City Council of the City of Clear Lake on December 5, 2011 and **APPROVED** by the Mayor of Clear Lake on December 5, 2011.

**CITY OF CLEAR LAKE**

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

**NORTH IOWA CORRIDOR EDC**

Per: \_\_\_\_\_  
President

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

A RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT  
WITH EMERSON'S-BY-THE-LAKE, INCLUDING INCENTIVE PAYMENTS

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

WHEREAS, the City Council has adopted an Ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in subsection to Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City of Clear Lake has established a local Economic Development Revolving Loan Fund; and

WHEREAS, in January of 2008, the City Council adopted a Retail Recruitment Incentive Plan for Downtown Clear Lake and the Lakefront Commercial Business District Area; and

WHEREAS, the City proposes to enter into an Agreement with Emerson's-by-the-Lake, 308 Main Avenue, (the "Business") with respect to the purchase of commercial property in downtown Clear Lake; and

WHEREAS, the Development Agreement would provide incentive payments to the Business in an amount not to exceed \$25,000, under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a hearing on the Agreement on December 5, 2011, and has otherwise complied with statutory requirements for the approval of the Agreements; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives, and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, guarantees, tax incentives, and other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Clear Lake, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds that:

- (a) The Business will add diversity and generate new opportunities for the Clear Lake and Iowa economies;
- (b) The Business will generate public gains and benefits, particularly in the creation of new jobs and property and sales tax revenues, which are warranted in comparison to the amount of the proposed incentives.

Section 2. The Council finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing incentive payments to the Business.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement have been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions, or deletions as they, with the advice of the City Attorney, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable initially from the local Economic Development Revolving Loan Fund, with reimbursement from the Urban Renewal Tax Revenue Fund, and do not constitute a general obligation of the City.

Section 5. All resolution or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 5<sup>th</sup> day of December, 2011.

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

ATTEST:

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

## ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2011, by and between Emerson's-by-the-Lake, 308 Main Avenue, (the  
"Business") and the City of Clear Lake, Iowa (the "City"), a municipal corporation duly  
organized and validly existing under the Constitution of the State of Iowa;

WHEREAS, the Business has recently completed the purchase of property and  
desires to undertake certain physical improvements in furtherance of a retail development  
project at 308 Main Avenue in Clear Lake and;

WHEREAS, the Business has requested financial assistance from the City  
related to the cost of improving the property located at 308 Main Avenue; and

WHEREAS, the City is willing to provide such assistance provided that certain  
conditions, as set forth in this Agreement are met; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide  
grants, loans, guarantees, tax incentives, and other financial assistance to or for the  
benefit of private persons; and

WHEREAS, consistent with the City's "Retail Recruitment Incentive Program",  
adopted by Resolution of the Clear Lake City Council in January of 2008, the City wishes  
to encourage and support retail development within the Community, in order to support  
creation and retention of employment opportunities and expand the city's sales and  
property tax bases, respectively;

NOW THEREFORE, the parties, in exchange for the promises herein contained,  
the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Business agrees to purchase, in fee simple title, and occupy the  
property located at 308 Main Avenue and to undertake the  
establishment of a retail clothing store at the same location to be  
operated as "Emerson's-by-the-Lake".
2. Business agrees to employ a workforce sufficient to operate such  
a retail store in Clear Lake, consisting of full-time and part-time  
employees.
3. For purposes of the incentives described in this Agreement,  
Business agrees to operate at 308 Main Avenue for a period of not  
less than 5 years, beginning on January 1, 2012.
4. In consideration for the Business's agreement to locate and operate  
a retail store at 308 Main Avenue in downtown Clear Lake, the

City agrees to provide economic development incentive payments to the business in accordance with this Agreement.

5. The City's Economic Development Incentive payments to the Business shall be used solely for the purposes of making physical repairs and rehabilitation improvements to the building located at 308 Main Avenue. Such repairs and improvements shall include, but not be limited exclusively to, exterior masonry, roofing, electrical, plumbing, and basement rehabilitation. The Business shall provide the City with documentation of actual payment by the Business to contractors and vendors for such repairs and improvement work done to the property.
6. The City's Economic Development Incentive payment shall be in the form of property tax rebate payments by the City for five (5) fiscal years of the City, beginning with the fiscal year that starts on July 1, 2012. The rebate payments will consist of 90% of the property taxes paid by the Business and will be made in equal amounts on June 1<sup>st</sup> and December 1<sup>st</sup> of each fiscal year over the 5-year period, with the initial rebate payment on December 1<sup>st</sup> of 2012. For purposes of this Agreement, the rebate payments shall not exceed \$2,500 per each of the ten (10) semi-annual payments.
7. The Business agrees and acknowledges that the Economic Development Incentive payments identified herein are being made by the City to the Business for the Business's agreement to purchase and operate a retail store, employ an associated workforce, and for the making of physical improvements, previously described herein, to the property at 308 Main Avenue. The Business agrees that if it defaults or otherwise fails to satisfy the terms of this Agreement for any given incentive year or years, it may be obligated to reimburse the City. The City may cure a default by the Business by any means available by law.
8. The total cumulative value of rebate payments, by the City to the Business, as contemplated under the terms and conditions of this Agreement shall be a not to exceed amount of \$25,000. The Business shall be required to demonstrate, by means previously described herein, to the City that, over the course of the 5-year period covered by this Agreement, it has invested a sum of not less than \$25,000 in the physical improvement to the property.
9. This Agreement embodies the entire agreement between the parties and supersedes any written or oral agreement and may be amended or supplemented only by an instrument in writing executed by the parties hereto.

10. If any term or provision of this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement shall continue to be fully valid and enforceable.
10. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the City or the Business be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort, or any other theory of law.
11. The Business agrees to submit documentation to the satisfaction of the City, by no later than May 1 and November 1 of each year during this Agreement, beginning on November 1, 2012, demonstrating the payment of property taxes the Business has made with respect to the property at 308 Main Avenue.
12. The Agreement may not be amended or assigned by either party without the express permission of the other party.
13. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed and construed in accordance with the laws of the State of Iowa, with venue in Cerro Gordo County, Iowa.

In Witness Whereof, the City and the Business have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**City of Clear Lake, Iowa**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**Emerson's-by-the-Lake**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT  
AND AUTHORIZATION OF INCENTIVE PAYMENTS BY THE CITY OF  
CLEAR LAKE TO EMERSON'S-BY-THE-LAKE

The City Council of the City of Clear Lake, Iowa, will meet at City Hall, on Monday, December 5, 2011, at 6:30 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Emerson's-by-the-Lake, with respect to the purchase of commercial property in downtown Clear Lake and providing certain incentive payments in a total cumulative amount of \$25,000, as authorized by Section 403.9 of the Code of Iowa.

The agreement to make incentive payments will be made from incremental property taxes available within the City's various tax-increment financing districts, known as the Consolidated Urban Renewal Areas.

At the meeting, the Council will receive oral and written comments from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of the City of Clear Lake, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Jennifer Larsen  
City Clerk

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

**A RESOLUTION ACCEPTING WORK**

WHEREAS, on October 19, 2010 the City of Clear Lake, Iowa, entered into a contract with Henkel Construction, Mason City, Iowa, for the Clear Lake Fire Station Improvement Project, within the City, as therein described; and

WHEREAS, said contractor has fully completed the construction of said improvements, known as the Clear Lake Fire Station Improvement Project, in accordance with the terms and condition of said contract and plans and specifications, as shown on the certificate of the architect filed with the Clerk on December 1, 2011:

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

Section 1. That said report of the Architect be and the same is hereby approved and adopted and said improvements are hereby accepted as having been fully completed in accordance with the said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$1,954,836.33.

PASSED AND APPROVED this 5<sup>th</sup> day of December, 2011.

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

ATTEST:

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



## CERTIFICATE OF COMPLETION

CITY OF CLEAR LAKE  
NEW FIRE STATION AND EMS PROJECT

December 1, 2011

Short Elliott Hendrickson, Inc hereby certifies that an on-site review of the completed construction of the New Fire Station and EMS Project as performed by Henkel Construction has been performed.

As Architect of Record for the project, it is Short Elliott Hendrickson, Inc opinion that the completed work is in substantial accordance with the plans, specifications, and that the final amount of the Contract is One Million Nine Hundred Fifty Four Thousand Eight Hundred Thirty Six and 33/100 Dollars (1,954,836.33).

Short Elliott Hendrickson, Inc

Accepted: CITY OF CLEAR LAKE

By:   
Stanley E Owens Jr

By: \_\_\_\_\_  
Nelson Crabb

Title: Project Representative

Title: Mayor

Date: December 1, 2011

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

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  
DAVID C. LAUDNER  
NICOLE ROGNES OLSON

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JAMES R. HEINY  
OF COUNSEL  
—  
CHARLES W. McMANIGAL  
RICHARD R. WINGA  
GILBERT K. BOVARD  
RETIRED  
—  
MORRIS E. LAIRD  
1908-2002  
DON W. BURINGTON  
1909-1998

December 1, 2011

Matthew F. Berry  
Attorney at Law  
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P.O. Box 187  
Clear Lake, Iowa 50428-0187  
SENT BY EMAIL TO [berryllaw@netins.net](mailto:berryllaw@netins.net)

Scott Flory  
City Administrator  
City of Clear Lake  
SENT BY EMAIL TO [florys@netins.net](mailto:florys@netins.net)

Michael L. Danburg  
Project Engineer  
Yaggy Colby Associates  
215 North Adams Avenue  
Mason City, Iowa 50401  
SENT BY EMAIL TO [mdanburg@yaggy.com](mailto:mdanburg@yaggy.com)

Joe Weigel  
City Engineer  
City of Clear Lake  
SENT BY EMAIL TO [jweigel@netins.net](mailto:jweigel@netins.net)

John Marino  
City Planner  
City of Clear Lake  
SENT BY EMAIL TO [jmarino@netins.net](mailto:jmarino@netins.net)

December 1, 2011

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In re: City of Clear Lake  
Mary Jo Lorge  
2101 North Shore Drive  
Clear Lake, Iowa 50428  
Leslie E. Nelson, Trustee of the  
Leslie E. Nelson Revocable Trust  
2103 and 2105 North Shore Drive

Gentlemen:

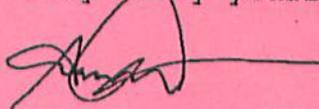
We are the attorneys for Mary Jo Lorge who has authorized us to provide this letter.

On behalf of Mary Jo Lorge we advise that she has seen the proposed plans for new construction, has seen the proposed plans for the storm water improvements, has seen the proposed Development and Easement Agreement, and has seen the proposed easement to be given to the City.

Mary Jo approves of all the foregoing.

If anything else is required, please contact the undersigned.

Very truly yours,



Gerald M. Stambaugh

cc: Mary Jo Lorge  
502 South Ohio Avenue  
Mason City, Iowa 50401



