



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

Mayor
NELSON P.
CRABB

July 15, 2011

City
Administrator
SCOTT
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **July 18, 2011**, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the enclosed agenda for the items discussed below.

COUNCIL
MEMBERS

SHANE W.
COONEY
Ward 1

TONY J.
NELSON
Ward 2

BEN
FURLEIGH
Ward 3

MIKE
CALLANAN
At Large

TERRY
UNSWORTH
At Large

ITEM #6A **10th Ave N. STP Street Improvement Project**. At the previous City Council meeting, the Council set the date for a public hearing on the plans and specifications, form of contract, and estimate of cost for the Project as July 18th and established the date for a bid letting as July 19th. Following the bid letting, the Council will then act on the bids at its regular meeting on August 1st.

The underground improvements have a completion date of November 18th. The above-grade improvement will begin in May of 2012. The Project is being bid with both PCC and HMA options.

The total estimate of the Project cost is \$730,877, which includes construction and all legal, engineering, and administrative costs. The estimated cost of construction is \$628,000. The City was awarded \$343,000 in STP grant funds for the Project from the Iowa DOT.

The Project generally consists of the reconstruction of 10th Avenue N., between Buddy Holly Place and 5th Place N. The work involves pavement removal and excavation; water main replacement; sanitary sewer improvements; new water and sanitary sewer service laterals (where needed); storm sewer & intakes; sub-drain; and either PCC or HMA paving with curb & gutter.

ITEM #6E **Mason City Airport Water Main Extension Project**. It was announced publicly in August of 2010, that the Mason City Municipal Airport would be receiving a \$3 million federal grant to construct a new aircraft rescue and fire fighting facility at the airport. Shortly thereafter, the Project was let for bid. The estimated cost of the project was \$3.2 million. The low bid was roughly \$4.4 million. Consequently, the bids were rejected and the project was to be re-bid in the later-Spring of 2011.



The Project was re-bid in late April of 2011. Heartland Asphalt was the lowest responsible bidder for the portion of the project that involves the site development work and utilities. The bid from Heartland was roughly \$1,040,000. Work is to be substantially completed by September 1st.

In order to provide the volume of water in the amount of time required to adequately meet the FAA's guidelines for airport fire fighting facilities, connection to a municipal water supply is necessary. Obviously, given the airport's proximity to the cities of Clear Lake and Mason City, connection to Clear Lake's municipal water distribution system is the only cost effective opportunity.

For several months now, city officials from the cities of Mason City and Clear Lake, as well as the Airport, have been negotiating a 28E Agreement between the entities that would enable the Airport to connect to Clear Lake's water distribution system. Enclosed in your packet are two (2) Agreements. One deals with the construction of the Project itself and the other deals with the provision of water service to the airport.

The Project is being funded entirely by an FAA grant (ARFF) and a 5% match from the City of Mason City. There is no cost to the City of Clear Lake for the construction of the main line improvements. Several years ago, the City extended its water distribution system to N. 32nd Street, on the north side of HWY 122. This Project would now involve extending the City's main line (12") roughly to the vicinity of N. 40th Street. From that point, the line would run north into the Airport property. Only the east-west mainline, between N. 32nd Street and N. 40th Street, which has a construction cost of roughly \$250,000, would be dedicated to the City.. The north-south line would be considered a private line and the responsibility of the Airport and City of Mason City.

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)
Gary Bright, Director, CL Chamber (C/A only – via e-mail)
Jason Petersburg, P.E., Veenstra & Kimm (C/A only – via e-mail)

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, JULY 18, 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 – July 5, 2011.
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - Liquor License: Class C Liquor License (LC) (Commercial) with Outdoor Service and Sunday Sales, The Boathouse Bar & Grill, (renewal).
 - Street Closing Request: CLASS Car Club, Saturday, August 6th.
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. 10th Avenue N. (STP) Street Reconstruction Project (Buddy Holly Place – 5th Place N.):
 - Review of proposal, Scott Flory, City Administrator.
 - Public Hearing.
 - **Motion** to approve **Resolution #11-62** "A Resolution adopting plans & specifications; form of contract; and estimate of cost on the Clear Lake, Iowa, 10th Ave N. STP Street Improvement Project."
 - Discussion and consideration of **Motion** by City Council.

B. CDBG Sanitary Sewer Collection System Improvement Project (Phase 1):

- Update regarding construction of the improvements and review of Pay Estimate #3, Joe Weigel, Public Works Director.
- **Motion** to approve Pay Estimate #3 by City Council.
- Discussion and consideration of **Motion** by City Council.

C. 2010 Water Distribution System Improvement Project:

- Review of Pay Estimate #9, Joe Weigel, Public Works Director.
- **Motion** to approve Pay Estimate #9 by City Council.
- Discussion and consideration of **Motion** by City Council.

D. Purchase of a replacement tractor and attachments for the Parks & Recreation Department:

- Introduction to proposal, Scott Flory, City Administrator.
- Review of request, Randy Miller, Parks & Recreation Department.
- **Motion** to approve purchase of tractor and attachments by City Council.
- Discussion and consideration of **Motion** by City Council.

E. Mason City Municipal Airport Water Main Extension Project:

- Introduction to proposal, Scott Flory, City Administrator.
- Review of request, Joni Dunn, Mason City Airport Commission.
- **Motion** to approve **Resolution #11-63** "A Resolution approving and authorizing the signing of an Agreement for the construction, ownership, maintenance, operation, and repair of water main improvement project between the cities of Clear Lake and Mason City, Iowa, and the Mason City Municipal Airport Commission, as provided under Chapter 28E of the Code of Iowa."
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #11-64** "A Resolution approving and authorizing the signing of an Agreement for City water service between the cities of Clear Lake and Mason City, Iowa, and the Mason City Municipal Airport Commission, as provided under Chapter 28E of the Code of Iowa."
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

9. Public Works Director's Report:

- Update regarding the 2011 Sanitary Sewer Rehabilitation Project.

10. City Administrator's Report:

- Preconstruction conference for the 2011 Street Resurfacing Project: Wednesday, July 27, 2011, at 10:30 a.m., City Hall.
- Fire station driveway approaches (N. 6th and 8th Streets).
- 10th Ave N. STP Street Reconstruction Project bid letting: 7/19.

11. City Attorney's Report:

12. Other Business:

- Report to the Council from the Veterans Memorial Golf Club Foundation Inc., Tom Fey and Jay Barragy.
- Request from Council Member Unsworth regarding solid waste collection ordinance and contract.

13. Adjournment.

NEXT REGULAR MEETING – August 1, 2011

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract, and estimated cost for the construction of the Clear Lake, Iowa, 10th Avenue North STP Street Improvement Project, the Mayor called for any oral objections to the making of such improvements, or to the adoption of the plans, specifications, form of contract or estimate of cost. No oral objections were offered and the Clerk reported that no written objections thereto had been filed.

The City Clerk declared the hearing to be closed.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST" and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATED COST

WHEREAS, on the _____ day of _____, 2011, plans, specifications, form of contract and estimated cost were filed with the Clerk of the City of Clear Lake, Iowa, for the construction of the Clear Lake, Iowa, 10th Avenue North STP Street Improvement Project, within the corporate limits; and

WHEREAS, the plans and specifications are consistent and in compliance with the final grades heretofore established by ordinance for all streets to be improved; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimated cost was published as required by law:

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

Section 1. That the plans, specifications, form of contract and estimated cost are hereby approved as the plans, specifications, form of contract and estimated cost for the improvements for the project.

PASSED AND APPROVED this 18th day of July, 2011.

Mayor

ATTEST:

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)

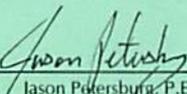
PAY ESTIMATE NO. 3

Date: July 17, 2011		Contractor: E. R. Excavating, Inc. 1149 Highway 22 South Hutchinson, MN 55350							
Project Title: Sanitary Sewer Collection System Improvement Project - Contract 1 Underground Infrastructure Improvements		Pay Period: June 4 - June 30, 2011							
Original Contract Amount & Date	Estimated Quantity	Unit Price	Extended Price						
-2,197,983.46	April 4, 2011								
BID ITEMS									
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price	CDRG Eligible Quantity Complete	CDRG Non-Eligible Quantity Complete	CDRG Eligible Value Complete	CDRG Non-Eligible Value Complete
1.	General								
1.1	Mobilization	LS	1	\$ 81,040.78	\$ 81,040.78	0.5	0	\$ 40,520.39	\$ -
1.2	Dewatering	LS	1	\$ -47,423.64	\$ -47,423.64	0	0	\$ -	\$ -
1.3	Traffic Control	LS	1	\$ 11,872.72	\$ 11,872.72	0.22	0	\$ 2,612.00	\$ -
1.4	Exploratory Excavations (assumed quantity)	HR	6	\$ 148.59	\$ 891.54	0	0	\$ -	\$ -
							Subtotal	\$ 43,132.39	\$ -
2.	Water								
2.1	Gate Valve with Valve Box								
	a. 12"	EA	4	\$ 2,179.01	\$ 9,516.04	0	0	\$ -	\$ -
	b. 10"	EA	6	\$ 2,007.72	\$ 12,046.32	0	0	\$ -	\$ -
	c. 8"	EA	13	\$ 1,582.54	\$ 20,573.02	0	7	\$ -	\$ 11,077.78
	d. 6"	EA	11	\$ 1,256.30	\$ 13,819.30	0	2	\$ -	\$ 2,512.60
	e. 4"	EA	2	\$ 1,194.43	\$ 2,388.86	0	1	\$ -	\$ 1,194.43
		LB	5,455	\$ 3.56	\$ 19,419.80	0	757	\$ -	\$ 2,694.92
2.2	Water Main Fittings								
2.3	Connect to Existing Water Main								
	a. 10"	EA	1	\$ 278.87	\$ 278.87	0	0	\$ -	\$ -
	b. 8"	EA	4	\$ 162.59	\$ 650.36	0	2	\$ -	\$ 325.18
	c. 6"	EA	1	\$ 188.43	\$ 188.43	0	0	\$ -	\$ -
	d. 4"	EA	6	\$ 145.36	\$ 872.16	0	2	\$ -	\$ 290.72
2.4	Water Main Pipe PVC								
	a. 12"	LF	440	\$ 39.24	\$ 17,485.60	0	0	\$ -	\$ -
	b. 10"	LF	876	\$ 35.22	\$ 31,280.72	0	0	\$ -	\$ -
	c. 8"	LF	4,003	\$ 31.52	\$ 126,343.14	0	2,276	\$ -	\$ 71,833.32
	d. 6"	LF	55	\$ 48.59	\$ 2,672.45	0	0	\$ -	\$ -
	e. 4"	LF	110	\$ 27.08	\$ 2,978.80	0	69	\$ -	\$ 1,868.52
2.5	Water Main Pipe DI with Nitrile Gaskets								
	a. 12"	LF	231	\$ 57.20	\$ 13,213.20	0	0	\$ -	\$ -
	b. 10"	LF	250	\$ 49.06	\$ 12,265.00	0	0	\$ -	\$ -
	c. 8"	LF	94	\$ 45.76	\$ 4,301.44	0	0	\$ -	\$ -
	d. 6"	LF	4	\$ 88.57	\$ 354.28	0	0	\$ -	\$ -
	e. 4"	LF	10	\$ 50.27	\$ 502.70	0	0	\$ -	\$ -
2.6	Flow Hydrant Assembly	EA	11	\$ 2,701.46	\$ 29,716.06	0	3	\$ -	\$ 8,104.38
2.7	Granular Backfill Material (assumed quantity)	TON	300	\$ 11.79	\$ 3,537.00	0	0	\$ -	\$ -
2.8	Copper Water Service								
	a. 3/4"	LF	215	\$ 4.90	\$ 1,053.50	0	108	\$ -	\$ 529.20
	b. 1"	LF	928	\$ 6.16	\$ 5,716.48	0	64	\$ -	\$ 394.24
	c. 1-1/2"	LF	10	\$ 59.76	\$ 597.60	0	0	\$ -	\$ -
	d. 2"	LF	8	\$ 86.55	\$ 692.40	0	5	\$ -	\$ 432.75
2.9	Corporation								
	a. 3/4"	EA	37	\$ 792.19	\$ 29,311.03	0	15	\$ -	\$ 11,882.85
	b. 1"	EA	35	\$ 799.97	\$ 27,998.95	0	4	\$ -	\$ 3,199.08
	c. 1-1/2"	EA	1	\$ 856.60	\$ 856.60	0	0	\$ -	\$ -
	d. 2"	EA	1	\$ 947.98	\$ 947.98	0	1	\$ -	\$ 947.98

BID ITEMS										
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price	CDMG Eligible Quantity Complete	CDMG Non-Eligible Quantity Complete	CDMG Eligible Value Complete	CDMG Non-Eligible Value Complete	
2.10	Curb Stop and Box									
a. 3/4"		EA	37	\$ 794.15	\$ 29,383.55	0	6	\$ -	\$ -	
b. 1"		EA	33	\$ 817.04	\$ 26,962.32	0	2	\$ -	\$ 1,634.08	
c. 1 1/2"		EA	1	\$ 929.82	\$ 929.82	0	0	\$ -	\$ -	
d. 2" (assumed quantity)		EA	1	\$ 987.96	\$ 987.96	0	1	\$ -	\$ 987.96	
2.11	Free Hydrant Removal	EA	5	\$ 179.18	\$ 895.90	0	1	\$ -	\$ 179.18	
2.12	Valve Box Removal	EA	10	\$ 208.00	\$ 2,080.00	0	2	\$ -	\$ 416.00	
2.13	Water System Testing	LS	1	\$ 13,218.31	\$ 13,218.31	0	0.2	\$ -	\$ 2,643.66	
							Subtotal	\$ -	\$ 127,659.73	
3.	Sanitary Sewer									
3.1	Sewer Flow Control	LS	1	\$ 27,466.26	\$ 27,466.26	0	0	\$ -	\$ -	
3.2	Sanitary Sewer Manhole Removal	EA	24	\$ 293.01	\$ 7,032.24	3	0	\$ 865.03	\$ -	
3.3	Sanitary Sewer Man Abandonment in Place									
a. 24"		LF	84	\$ 24.02	\$ 2,017.68	0	0	\$ -	\$ -	
b. 18"		LF	255	\$ 14.15	\$ 3,608.25	0	0	\$ -	\$ -	
c. 15"		LF	866	\$ 9.32	\$ 8,071.12	0	0	\$ -	\$ -	
d. 12"		LF	1,314	\$ 6.96	\$ 9,145.44	350	0	\$ 2,436.00	\$ -	
e. 8"		LF	792	\$ 3.20	\$ 2,534.40	0	0	\$ -	\$ -	
3.4	Connect to Existing Sanitary Sewer Manhole	EA	1	\$ 207.27	\$ 207.27	0	0	\$ -	\$ -	
3.5	Circular Sanitary Sewer Manhole									
a. 72" Diameter		EA	2	\$ 5,292.67	\$ 10,585.34	0	0	\$ -	\$ -	
b. 60" Diameter		EA	5	\$ 4,068.22	\$ 20,341.10	1	0	\$ 4,068.22	\$ -	
c. 48" Diameter		EA	24	\$ 2,081.14	\$ 49,947.36	6	0	\$ 12,486.84	\$ -	
3.6	Sanitary Sewer Drop									
a. 8" DI		EA	7	\$ 1,499.79	\$ 10,498.53	0	0	\$ -	\$ -	
b. 10"		EA	1	\$ 1,009.09	\$ 1,009.09	0	0	\$ -	\$ -	
3.7	Sanitary Sewer Lumphole, 8"									
a. 30"		LF	589	\$ 115.23	\$ 68,164.97	0	0	\$ -	\$ -	
b. 24"		LF	1,746	\$ 75.20	\$ 131,299.20	0	0	\$ -	\$ -	
c. 21"		LF	2,191	\$ 81.46	\$ 178,478.86	1627	0	\$ 132,535.42	\$ -	
d. 18"		LF	2,607	\$ 55.65	\$ 145,079.55	0	0	\$ -	\$ -	
e. 15"		LF	326	\$ 54.79	\$ 17,869.54	0	0	\$ -	\$ -	
f. 12"		LF	80	\$ 61.59	\$ 4,927.20	11	0	\$ 672.49	\$ -	
g. 10"		LF	40	\$ 62.84	\$ 2,513.60	0	0	\$ -	\$ -	
h. 8"		LF	457	\$ 53.07	\$ 24,318.59	87	0	\$ 4,686.69	\$ -	
3.8	Sanitary Sewer Main- 30" DI in Existing 42" Ceiling									
a. 21"		LF	321	\$ 98.90	\$ 31,746.90	321	0	\$ 31,746.90	\$ -	
b. 18"		LF	270	\$ 317.04	\$ 85,600.80	270	0	\$ 85,600.80	\$ -	
3.9	Sanitary Sewer Main- 20" DI in Existing 42" Ceiling									
a. 15"		TON	250	\$ 12.71	\$ 3,177.50	0	0	\$ -	\$ -	
b. 12"		TON	500	\$ 11.79	\$ 5,895.00	0	0	\$ -	\$ -	
3.10	Sanitary Sewer Main- 30" DI in Existing 42" Ceiling									
a. 24" (assumed quantity)		EA	1	\$ 1,228.64	\$ 1,228.64	0	0	\$ -	\$ -	
b. 21"		EA	34	\$ 1,341.71	\$ 45,618.14	0	22	\$ -	\$ 29,517.62	
c. 18"		EA	35	\$ 1,080.56	\$ 37,819.60	0	0	\$ -	\$ -	
d. 8"		EA	11	\$ 863.93	\$ 9,503.23	0	0	\$ -	\$ -	
3.11	Sanitary Sewer Service Pipe									
a. 6"		LF	2,290	\$ 21.64	\$ 49,555.60	0	657	\$ -	\$ 14,217.48	
b. 8"		LF	104	\$ 39.13	\$ 4,069.52	0	0	\$ -	\$ -	
3.12	Sanitary Sewer Service Cleanout (assumed quantity)									
a. 4"		EA	4	\$ 180.86	\$ 723.44	0	0	\$ -	\$ -	
3.13	Television Inspection	LF	8,036	\$ 1.10	\$ 8,839.60	0	0	\$ -	\$ -	
3.14	Sanitary Sewer System Testing	LS	1	\$ 8,236.26	\$ 8,236.26	0	0	\$ -	\$ -	
							Subtotal	\$ 289,373.39	\$ 43,235.10	

SUMMARY					
		Contract Price	CDBG Eligible Value Completed	Non-CDBG Eligible Value Completed	Total Value Completed
Original Contract Price		\$ 2,197,983.46	\$ 377,670.92	\$ 230,537.17	\$ 608,208.09
Approved Change Orders (list each)	Change Order 1	\$ 512.00		\$ 2,340.00	\$ 2,340.00
Revised Contract Price		\$ 2,198,495.46			\$ 610,548.09
Materials Stored			\$ 120,915.68	\$ 21,665.31	\$ 142,580.99
Value of Completed Work and Materials Stored			\$ 498,586.60	\$ 254,542.48	\$ 753,129.08
Less Retained Percentage (5%)			\$ 24,929.33	\$ 12,727.12	\$ 37,656.45
Net Amount Due This Estimate			\$ 473,657.27	\$ 241,815.36	\$ 715,472.63
Less Estimate(s) Previously Approved	No.1		\$ 159,744.97	\$ 34,289.30	\$ 194,034.27
	No.2		\$ 99,071.28	\$ 85,724.94	\$ 184,796.22
	No.3				
	No.4				
	No.5				
	No.6				
Total Previously Approved			\$ 258,816.25	\$ 120,014.24	\$ 378,830.49
Percent Complete	34.3%	Amount Due This Estimate	\$ 214,841.02	\$ 121,801.12	\$ 336,642.14

The amount \$ 336,642.14 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: R & R Excavating, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Clear Lake
Signature 	Signature 	Signature
Gunnar Smith	Jason Petersburg, P.E.	Nelson Crabb / Scott Flory
Title Project Manager	Title Project Engineer	Title Mayor / City Administrator
Date 7-13-11	Date 7/13/11	Date



VEENSTRA & KIMM, INC.

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

City of Clear Lake

PAYMENT APPLICATION NO. 9

Date: July 13, 2011

Project Title	2010 Water Distribution System Improvements Project Clear Lake, Iowa			Contractor	McKiness Excavating, Inc. 12 North Taft Avenue Mason City, IA 50401		
Original Contract Amount & Date	\$	949,171.50	3/1/2010	Pay Period	December 1, 2010 - June 30, 2011		
BID ITEMS							
	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
Division 1 - South End Water Main Loop							
1.1	Mobilization	LS	1	xxxx	\$ 2,000.00	100.0%	\$ 2,000.00
1.2	Traffic Control	LS	1	xxxx	\$ 1,000.00	100.0%	\$ 1,000.00
1.3	Silt Fence	LF	2,800	\$ 1.80	\$ 5,040.00	1,791.0	\$ 3,223.80
1.4	Pavement Removal	SY	74	\$ 5.00	\$ 370.00	-	\$ -
1.5	Water Main						
	1.5a 12" PVC	LF	8,984	\$ 21.50	\$ 193,156.00	9,016.0	\$ 193,844.00
	1.5b 8" PVC	LF	20	\$ 20.50	\$ 410.00	-	\$ -
1.6	Connect to Existing Water Main	EA	2	\$ 800.00	\$ 1,600.00	2.0	\$ 1,600.00
1.7	Water Main Fittings	LB	696	\$ 6.00	\$ 4,176.00	1,156.0	\$ 6,936.00
1.8	Fire Hydrant Assemblies	EA	6	\$ 3,200.00	\$ 19,200.00	7.0	\$ 22,400.00
1.9	Gate Valve & Box						
	1.9a 12"	EA	8	\$ 1,700.00	\$ 13,600.00	9.0	\$ 15,300.00
1.10	Stabilizing Material (assumed quantity)	TON	350	\$ 11.00	\$ 3,850.00	-	\$ -
1.11	Granular Backfill Material (assumed quantity)	TON	300	\$ 6.00	\$ 1,800.00	306.70	\$ 1,840.20
1.12	Culvert						
	1.12a 18" CMP	LF	372	\$ 33.75	\$ 12,555.00	152.0	\$ 5,130.00
	1.12b 24"	LF	12	\$ 40.00	\$ 480.00	18.0	\$ 720.00
1.13	Flared End Section						
	1.13a 18" CMP	EA	14	\$ 180.00	\$ 2,520.00	6.0	\$ 1,080.00
	1.13b 24" CMP	EA	2	\$ 220.00	\$ 440.00	1.0	\$ 220.00
1.14	Drain Tile Repair						
	1.14a 4" to 10"	EA	2	\$ 200.00	\$ 400.00	5.0	\$ 1,000.00
	1.14b 10" to 15"	EA	3	\$ 400.00	\$ 1,200.00	3.0	\$ 1,200.00
	1.14c 15" to 21" (Assumed Quantity)	EA	1	\$ 500.00	\$ 500.00	-	\$ -
1.15	PCC Pavement, 8"	SY	-	\$ 56.00	\$ -	-	\$ -
1.16	HMA Pavement, 8"	SY	-	\$ 62.50	\$ -	-	\$ -
1.17	Aggregate Surface Course	TON	500	\$ 16.00	\$ 8,000.00	247.26	\$ 3,956.16
1.18	Topsoil	TON	150	\$ 20.00	\$ 3,000.00	-	\$ -
1.19	Seeding, Fertilizing, Mulching	ACRE	5.6	\$ 1,600.00	\$ 8,960.00	3.56	\$ 5,696.00
1.20	Testing	LS	1	xxxx	\$ 2,500.00	50.0%	\$ 1,250.00
					TOTAL BID (Items 1.1 - 1.20)		\$ 286,757.00
Division 1 - Alternate 1							
1.21	Directional Drilled 12" Water Main (See Article, 1.06, Section 01019 - Contract Considerations for Schedule of Alternates)	LF	100	\$ 110.00	\$ 11,000.00	80.0	\$ 8,800.00
					TOTAL DIVISION 1 W/ALTERNATE (ITEMS 1.1 - 1.21)		\$ 297,757.00
							\$ 277,196.16

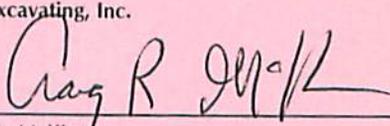
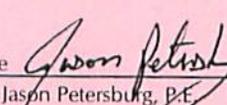
BID ITEMS							
	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
Division 2 - West End Water Main Loop							
2.1	Mobilization	LS	1	xxxx	\$ 9,000.00	100.0%	\$ 9,000.00
2.2	Traffic Control	LS	1	xxxx	\$ 1,000.00	100.0%	\$ 1,000.00
2.3	Silt Fence	LF	1,700	\$ 1.80	\$ 3,060.00	1,459.0	\$ 2,626.20
2.4	Clearing and Grubbing	LS	1	xxxx	\$ 2,500.00	100.0%	\$ 2,500.00
2.5	Pavement Removal	SY	70	\$ 5.00	\$ 350.00	145.7	\$ 728.50
2.6	Water Main						
2.6a	12" PVC	LF	8,574	\$ 21.50	\$ 184,341.00	8,580.0	\$ 184,470.00
2.6b	8" PVC	LF	70	\$ 20.50	\$ 1,435.00	37.0	\$ 758.50
2.7	Water Main in 24" Casing Pipe						
2.7a	Bored or Augered in Place	LF	260	\$ 240.00	\$ 62,400.00	260.0	\$ 62,400.00
2.7b	Open Cut	LF	-	\$ 150.00	\$ -	-	\$ -
2.8	Connect to Existing Water Main	EA	4	\$ 800.00	\$ 3,200.00	4.0	\$ 3,200.00
2.9	Water Main Fittings	LB	1,499	\$ 6.00	\$ 8,994.00	1,558.0	\$ 9,348.00
2.10	Fire Hydrant Assemblies	EA	10	\$ 3,200.00	\$ 32,000.00	9.0	\$ 28,800.00
2.11	Gate Valve & Box						
2.11a	12"	EA	15	\$ 1,700.00	\$ 25,500.00	14.0	\$ 23,800.00
2.11b	8"	EA	3	\$ 1,250.00	\$ 3,750.00	2.0	\$ 2,500.00
2.12	Stabilizing Material (assumed quantity)	TON	200	\$ 11.00	\$ 2,200.00	-	\$ -
2.13	Granular Backfill Material (assumed quantity)	TON	250	\$ 6.00	\$ 1,500.00	1,887.41	\$ 11,324.46
2.14	Culvert						
2.14a	15" CMP	LF	52	\$ 30.50	\$ 1,586.00	52.0	\$ 1,586.00
2.14b	18" CMP	LF	283	\$ 33.50	\$ 9,480.50	152.0	\$ 5,092.00
2.15	Flared End Section						
2.15a	15" CMP	EA	2	\$ 170.00	\$ 340.00	2.0	\$ 340.00
2.15b	18" CMP	EA	8	\$ 180.00	\$ 1,440.00	4.0	\$ 720.00
2.16	Drain Tile Repair						
2.16a	4" to 10"	EA	5	\$ 200.00	\$ 1,000.00	14.0	\$ 2,800.00
2.16b	10" to 15" (Assumed Quantity)	EA	2	\$ 400.00	\$ 800.00	-	\$ -
2.16c	15" to 21" (Assumed Quantity)	EA	1	\$ 500.00	\$ 500.00	-	\$ -
2.17	PCC Pavement, 8"	SY	48	\$ 56.00	\$ 2,688.00	26.9	\$ 1,506.40
2.18	HMA Pavement						
2.18a	6" HMA	SY	64	\$ 48.75	\$ 3,120.00	139.9	\$ 6,820.13
2.18b	8" HMA	SY	-	\$ 62.50	\$ -	24.6	\$ 1,537.50
2.19	Aggregate Surface Course	TON	700	\$ 16.00	\$ 11,200.00	339.22	\$ 5,427.52
2.20	Erosion Stone	TON	15	\$ 35.00	\$ 525.00	-	\$ -
2.21	Topsoil	TON	150	\$ 20.00	\$ 3,000.00	180.08	\$ 3,601.60
2.22	Seeding, Fertilizing, Mulching	ACRE	6.5	\$ 1,600.00	\$ 10,400.00	2.31	\$ 3,696.00
2.23	Testing	LS	1	xxxx	\$ 2,500.00	50.0%	\$ 1,250.00
C.O. #2	12" HMA Pavement	SY	36	\$ 92.00		32.0	\$ 2,944.00
TOTAL BID (Items 2.1 - 2.23)					\$ 389,809.50		
Division 2 - Alternate 2							
2.24	Water Main in 24" Casing - Bored or Augered in Place (See Article, 1.06, Section 01019 - Contract Considerations for Schedule of Alternates)	LF	60	\$ 150.00	\$ 9,000.00	50.0	\$ 7,500.00
TOTAL DIVISION 2 W/ALTERNATE (ITEMS 2.1 - 2.24)					\$ 398,809.50		\$ 387,276.81

BID ITEMS							
	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
Division 3 - Alternate Water Main Improvements From North Water Tower to Fareway							
3.1	Mobilization	LS	1	xxxx	\$ 10,000.00	100.0%	\$ 10,000.00
3.2	Traffic Control	LS	1	xxxx	\$ 15,000.00	100.0%	\$ 15,000.00
3.3	Silt Fence	LF	500	\$ 1.80	\$ 900.00	482.0	\$ 867.60
3.4	Clearing and Grubbing	LS	1	xxxx	\$ 6,500.00	100.0%	\$ 6,500.00
3.5	Pavement Removal	SY	-	\$ 5.00	\$ -	204.0	\$ 1,020.00
3.6	Fire Hydrant Removal	EA	1	\$ 400.00	\$ 400.00	1.0	\$ 400.00
3.7	Water Main						
	3.7a 12" PVC	LF	3,600	\$ 31.50	\$ 113,400.00	3,499.0	\$ 110,218.50
	3.7b 8" PVC	LF	30	\$ 30.50	\$ 915.00	44.0	\$ 1,342.00
3.8	Connect to Existing Water Main	EA	2	\$ 800.00	\$ 1,600.00	3.0	\$ 2,400.00
3.9	Water Main Fittings	LB	625	\$ 6.00	\$ 3,750.00	1,466.0	\$ 8,796.00
3.10	Fire Hydrant Assemblies	EA	6	\$ 3,200.00	\$ 19,200.00	6.0	\$ 19,200.00
3.11	Gate Valve & Box						
	3.11a 12"	EA	7	\$ 1,700.00	\$ 11,900.00	8.0	\$ 13,600.00
3.12	Corporation Stop						
	3.12a 3/4"	EA	2	\$ 220.00	\$ 440.00	-	\$ -
	3.12b 1"	EA	2	\$ 230.00	\$ 460.00	4.0	\$ 920.00
3.13	Curb Stop & Box						
	3.13a 3/4"	EA	2	\$ 320.00	\$ 640.00	-	\$ -
	3.13b 1"	EA	2	\$ 330.00	\$ 660.00	4.0	\$ 1,320.00
3.14	Water Service Pipe						
	3.14a 3/4"	LF	40	\$ 20.00	\$ 800.00	-	\$ -
	3.14b 1"	LF	40	\$ 20.00	\$ 800.00	16.0	\$ 320.00
3.15	Stabilizing Material (Assumed Quantity)	TON	200	\$ 11.00	\$ 2,200.00	-	\$ -
3.16	Granular Backfill Material	TON	750	\$ 6.00	\$ 4,500.00	409.56	\$ 2,457.36
3.17	Culvert						
	3.17a 18" CMP (Assumed Quantity)	LF	40	\$ 33.75	\$ 1,350.00	-	\$ -
	3.17b 24" CMP	LF	76	\$ 40.00	\$ 3,040.00	-	\$ -
3.18	Flared End Section						
	3.18a 18" CMP (Assumed Quantity)	EA	2	\$ 180.00	\$ 360.00	-	\$ -
	3.18b 24" CMP	EA	2	\$ 220.00	\$ 440.00	-	\$ -
3.19	Drain Tile Repair						
	3.19a 4" to 10"	EA	3	\$ 200.00	\$ 600.00	8.0	\$ 1,600.00
	3.19b 10" to 15" (Assumed Quantity)	EA	1	\$ 400.00	\$ 400.00	-	\$ -
	3.19c 15" to 21" (Assumed Quantity)	EA	1	\$ 500.00	\$ 500.00	-	\$ -
3.20	PCC Pavement, 8"	SY	50	\$ 56.00	\$ 2,800.00	106.2	\$ 5,947.20
3.21	HMA Pavement						
	3.21b 8" HMA (Assumed Quantity)	SY	-	\$ 62.50	\$ -	21.4	\$ 1,337.50
3.22	Aggregate Surface Course	TON	200	\$ 16.00	\$ 3,200.00	79.28	\$ 1,268.48
3.23	Topsoil	TON	150	\$ 20.00	\$ 3,000.00	719.63	\$ 14,392.60
3.24	Seeding, Fertilizing, Mulching	ACRE	1.7	\$ 1,600.00	\$ 2,720.00	0.37	\$ 592.00
3.25	Testing	LS	1	xxxx	\$ 1,500.00	50.0%	\$ 750.00
3.26	Water Main in 24" Casing						
	3.26a Open Cut	LF	-	\$ 150.00	\$ -	-	\$ -
C.O. #1	Restocking Charge	LS	1.0	\$ 1,182.00		1.0	\$ 1,182.00
C.O. #1	12" Water Main Unit Price Adjustment	LF	750.0	\$ (7.00)		750.0	\$ (5,250.00)
C.O. #4	Hydroseeding	ACRE	3.8	\$ 2,750.00		4.06	\$ 11,165.00
TOTAL BID (Items 3.1 - 3.26)					\$ 213,975.00		
Division 3 - Alternate 3							
3.27	Water Main in 24" Casing - Bored or Augered in Place (See Article, 1.06, Section 01019 - Contract Considerations for Schedule of Alternates)	LF	260	\$ 150.00	\$ 39,000.00	120.0	\$ 18,000.00
TOTAL DIVISION 3 W/ALTERNATE (ITEMS 3.1 - 3.27)					\$ 252,975.00		\$ 245,346.24
TOTAL CONTRACT (DIVISIONS 1 TO 3)					\$ 949,541.50		\$ 909,819.21

MATERIALS STORED SUMMARY			
Description	Number of Units	Unit Price	Extended Cost
Construction Materials Stored			
Pay Estimate No. 1			
Brown Supply (#21188) - Water Main Fittings			\$ 12,345.50
Brown Supply (#21288) - Water Main Fittings / Tracer Wire			\$ 520.08
Brown Supply (#21339) - Culvert Pipe & End Sections			\$ 4,297.35
Brown Supply (#21043) - Water Main Pipe, Fire Hydrants, & Fittings			\$ 59,096.65
Brown Supply (#21016) - Casing Spacers & Seals			\$ 8,337.04
Brown Supply (#21014) - Water Main Pipe			\$ 143,057.46
Brown Supply (#21391) - Water Service Fittings			\$ 953.48
Brown Supply (#21389) - Water Main Fittings			\$ 13,609.74
Brown Supply (#21388) - Water Main Fittings			\$ 5,794.76
			\$ 248,012.06
Pay Estimate No. 2			
Brown Supply (#21880) - Water Main Fittings			\$ 32,935.44
Brown Supply (#21932) - Water Main Pipe			\$ 23,842.91
Brown Supply (#21933) - Water Main Pipe			\$ 95,371.64
			\$ 152,149.99
Pay Estimate No. 3			
Brown Supply (#22461) - Water Main Fittings			\$ 18,180.14
Brown Supply (#22462) - Water Main Fittings			\$ 1,481.44
Brown Supply (#22130) Fire Hydrants			\$ (9,150.00)
			\$ 10,511.58
Pay Estimate No. 4			
Brown Supply (#22701) - Culvert Materials			\$ 4,765.63
			\$ 4,765.63
Pay Estimate No. 5			
Brown Supply (#22704) - Water Main Fittings			\$ 203.89
Brown Supply (#23453) - Water Main Fittings			\$ 298.00
Brown Supply (#23900) - Water Main Fittings			\$ 1,126.84
Brown Supply (#23979) - Water Main Fittings			\$ 1,561.00
			\$ 3,189.73
Less Stored Materials Installed			
Pay Estimate No. 2			\$ (93,578.12)
Pay Estimate No. 3			\$ (91,560.68)
Pay Estimate No. 4			\$ (20,754.65)
Pay Estimate No. 5			\$ (51,203.20)
Pay Estimate No. 6			\$ (212,735.54)
TOTAL MATERIALS STORED			\$ -

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$ 949,541.50	\$ 909,819.21
Approved Change Orders (list each)	Change Order 1	\$ (8,293.00)	Based on Unit Prices
	Change Order 2	\$ 3,312.00	Based on Unit Prices
	Change Order 3	\$ 2,238.00	\$ 2,238.00
	Change Order 4	\$ 4,370.00	Based on Unit Prices
Revised Contract Price		\$ 951,168.50	\$ 912,057.21
Materials Stored		\$	-
Value of Completed Work and Materials Stored		\$	912,057.21
Retained Percentage (5%)		\$	45,602.86
Released Retainage for work completed and already being utilized		\$	41,045.41
Less Net Retainage		\$	4,557.45
Net Amount Due This Estimate		\$	907,499.76
Less Estimate(s) Previously Approved			
Pay Estimate No. 1		\$ 254,725.46	
Pay Estimate No. 2		\$ 214,543.31	
Pay Estimate No. 3		\$ 85,037.49	
Pay Estimate No. 4		\$ 75,255.03	
Pay Estimate No. 5		\$ 90,654.25	
Pay Estimate No. 6		\$ 72,512.42	
Pay Estimate No. 7		\$ 53,634.84	
Pay Estimate No. 8		\$ 41,045.41	
		Total Previously Approved	\$ 887,408.21
Percent Complete	95.9%	Amount Due This Estimate	\$ 20,091.55

The amount \$ 20,091.55 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: McKiness Excavating, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Clear Lake
Signature 	Signature 	Signature
Craig McKiness	Jason Petersburg, P.E.	Mayor Nelson Crabb / Administrator Flory
Project Manager Title <u>E.O.</u>	Project Engineer	Mayor / City Administrator Title
Date <u>7/13/11</u>	Date <u>7/13/11</u>	Date

Clear Lake Parks & Recreation

Phone: 641-357-7010
FAX: 641-357-4879
E-mail: clpr@netins.net
www.cityofclearlake.com

800 1st Avenue South P.O. Box 185 Clear Lake, IA 50428

July 14, 2011

Sealed bid proposals were solicited for the purchase of a replacement tractor for the Parks department. The tractor is primarily used for snow removal operations, but also is utilized for other miscellaneous park maintenance activities throughout the year. Each tractor has front wheel assist, (which will greatly aid in snow removal and reduce/eliminate the usage of wheel chains for traction), and factory installed cabs. This vehicle will also be utilized for pulling the newly acquired beach cleaner. Delivery of the tractor would likely take 2-3 weeks; attachments would be delivered more quickly. City Council has allocated \$25,000.00 in the FY12 budget for the purchase. Bid proposals received were as follows:

Vendor: Brakke Implement Inc. (Mason City)

John Deere 3320 Tractor	\$26,000
Rotary Broom	\$4,232
2-stage Snow-Blower	\$3,863
Rear blade	<u>\$1,328</u>
Total	\$35,423

Less trade of City 4200 John Deere two-wheel drive tractor and attachments;
including Allis Chalmers 5030 tractor & loader:

2000 John Deere tractor	\$7,500
Rear blade	\$500
Mid-mount mower	\$1,000
Post hole auger	\$1,000
59" snow blower	\$1,200
Allis Chalmers tractor/loader	<u>\$3,000</u>
Total	\$14,200

Total Net Cost to the City \$21,223

Vendor: Casady Brothers Implement (Clear Lake)

Kubota B3030HSDC (with broom & blower)	\$30,478
Rear blade	<u>\$1,784</u>
Total	\$32,262

Less trade of City 4200 John Deere two-wheel drive tractor and attachments;
including Allis Chalmers 5030 tractor & loader:

2000 John Deere tractor (with mower & blower)	\$7,500
Post hole auger	\$300
Rear blade	<u>\$250</u>
Total	\$8,050

Total Net Cost to the City \$24,212

Brakke Implement offered the lowest net bid to the City. As such, it is recommended that the Council award the bid to Brakke Implement based on the lowest net cost. As a sidebar, the City purchased the John Deere 4200 2-wheel drive tractor and attachments in November of 1999 at a total cost of \$27,660.

Respectfully submitted,



Randy Miller
Asst. Parks & Recreation Director



JOHN DEERE

Selling Equipment

Quote Id :4855925

JOHN DEERE 3320 Tractor				
				Selling Price
				\$ 26,000.00
Code	Description	Qty	Unit	Extended
6803LV	3320 Tractor	1	\$ 20,156.00	\$ 20,156.00
Standard Options - Per Unit				
1510	Cab with Standard Seat	1	\$ 7,166.00	\$ 7,166.00
2025	eHydro	1	\$ 1,040.00	\$ 1,040.00
2500	Less Mid PTO	1	\$ 0.00	\$ 0.00
4575	27x8.5-15 6PR Front R4 Ind. 2 Pos. 43x16-20 4PR Rear R4 Ind. 2 Pos.	1	\$ 371.00	\$ 371.00
7010	Dual Mid Selective Control Valve	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 8,577.00
Dealer Attachments				
AR87167	Engine Coolant Heater (110 Volt)	1	\$ 73.00	\$ 73.00
LVB24845	Third Selective control Valve Kit (Cab Only)	1	\$ 293.00	\$ 293.00
LVB24852	Beacon Light Kit (Cab Only)	1	\$ 208.00	\$ 208.00
LVB25546	Forward Lighting Kit (2 Lights)	1	\$ 84.00	\$ 84.00
LVB24853	Rear Work Light Kit (2 Lights) (Cab Only)	1	\$ 132.00	\$ 132.00
LVB25607	Back-up Alarm Kit	1	\$ 111.00	\$ 111.00
LVB24851	Horn Kit (Cab Only)	1	\$ 42.00	\$ 42.00
LVB24844	External Mirror Kit (Cab Only)	1	\$ 162.00	\$ 162.00
LVB24856	Rear Wiper Kit (Cab Only)	1	\$ 246.00	\$ 246.00
LVB25537	Mid PTO Kit	1	\$ 577.00	\$ 577.00
BM19940	Attaching Hardware for Additional Rear Wheel Weight, 110 lb.	4	\$ 11.00	\$ 44.00
T19293	Weight, Rear Wheel 110 Lb.	1	\$ 186.00	\$ 186.00
Dealer Attachments Total				\$ 2,158.00
Other Charges				
	Roll-on/Roll-off	1	\$ 250.00	\$ 250.00
	Freight	1	\$ 500.00	\$ 500.00
Other Charges Total				\$ 750.00
			Discount	\$ -5,641.00
Total				\$ 26,000.00



JOHN DEERE

Selling Equipment

Quote Id :5570426

Code	Description	Qty	Unit	Extended
3790M	60 In. Heavy-Duty Rotary Broom (For X400/X500 HDGT's, X700's, 1023E, 1026R, 2305, 2320, 2520, 2720, 3120-3720, 2210, 4010 Thru 4400-4410 Tractors)	1	\$ 3,150.00	\$ 3,150.00
Standard Options - Per Unit				
1002	Mounting Frame with Drive Shaft and Hydraulic Angling (3120-3720)	1	\$ 764.00	\$ 764.00
2006	Front Three-Point Hitch with A-Frame Quick Attach System (3120-3720)	1	\$ 1,171.00	\$ 1,171.00
3010	Less Hydraulic Angling	1	\$ 0.00	\$ 0.00
4010	Less 2000 RPM Front PTO Kit	1	\$ 0.00	\$ 0.00
5010	Less Implement Drive Shaft	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 1,935.00
Other Charges				
	Setup	1	\$ 200.00	\$ 200.00
	Freight	1	\$ 100.53	\$ 100.53
Other Charges Total				\$ 300.53
	Discount		\$ -1,153.11	\$ -1,153.11
Total				\$ 4,232.42

Frontier GM1084R Rear Discharge Grooming Mower				
Code	Description	Qty	Unit	Selling Price Extended
0455XF	GM1084R Rear Discharge Grooming Mower	1	\$ 3,788.00	\$ 3,788.00
Standard Options - Per Unit				
2000	Rear Chain Shield	1	\$ 0.00	\$ 0.00
3010	Solid Tires	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Other Charges				
	Setup	1	\$ 100.00	\$ 100.00
	Freight	1	\$ 136.22	\$ 136.22
Other Charges Total				\$ 236.22
	Discount		\$ -394.64	\$ -394.64
Total				\$ 3,629.58



JOHN DEERE

Selling Equipment

Quote Id :5570426

Frontier GM1072R Rear Discharge Grooming Mower				
				Selling Price
				\$ 3,151.20
Code	Description	Qty	Unit	Extended
0453XF	GM1072R Rear Discharge Grooming Mower	1	\$ 3,279.00	\$ 3,279.00
Standard Options - Per Unit				
2000	Rear Chain Shield	1	\$ 0.00	\$ 0.00
3010	Solid Tires	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Other Charges				
	Setup	1	\$ 100.00	\$ 100.00
	Freight	1	\$ 112.88	\$ 112.88
Other Charges Total				\$ 212.88
	Discount		\$ -340.68	\$ -340.68
Total				\$ 3,151.20

JOHN DEERE 59 In. Two-Stage Snow Blower (For 3120-3720, 3005, 790, 855, 955, 670, 770, 4200-4400, 4210-4410 Tractors)				
				Selling Price
				\$ 3,863.08
Code	Description	Qty	Unit	Extended
2758M	59 In. Two-Stage Snow Blower (For 3120-3720, 3005, 790, 855, 955, 670, 770, 4200-4400, 4210-4410 Tractors)	1	\$ 3,910.00	\$ 3,910.00
Standard Options - Per Unit				
1005	Snow Blower Mounting Kit and Driveshaft (3120-3720)	1	\$ 293.00	\$ 293.00
2010	Less Front Quick-Hitch and Less Hydraulic Lift	1	\$ 0.00	\$ 0.00
3005	2000 RPM Front PTO (3120-3720)	1	\$ 238.00	\$ 238.00
Standard Options Total				\$ 531.00
Other Charges				
	Setup	1	\$ 200.00	\$ 200.00
	Roll-on/Roll-off	1	\$ 125.00	\$ 125.00
	Freight	1	\$ 87.48	\$ 87.48
Other Charges Total				\$ 412.48
	Discount		\$ -990.40	\$ -990.40
Total				\$ 3,863.08



JOHN DEERE

Selling Equipment

Quote Id :5570426

JOHN DEERE 300CX Loader				
Code	Description	Qty	Unit	Selling Price Extended
2531P	300CX Loader	1	\$ 4,748.00	\$ 4,748.00
Standard Options - Per Unit				
2005	Mounting Frame and Hoses (3320-3720 Cab Tractors)	1	\$ 0.00	\$ 0.00
4095	Less Ballast Box	1	\$ 0.00	\$ 0.00
5005	Hood Guard (3120-3720)	1	\$ 0.00	\$ 0.00
8095	Less Bucket	1	\$ -658.00	\$ -658.00
9030	61 In. (1550 mm) Heavy Duty Bucket with Holes for Cutting Edge	1	\$ 863.00	\$ 863.00
9080	61 In. (1550 mm) Replaceable Bucket Cutting Edge with Hardware	1	\$ 133.00	\$ 133.00
Standard Options Total				\$ 338.00
Other Charges				
	Setup	1	\$ 400.00	\$ 400.00
	Freight	1	\$ 238.52	\$ 238.52
Other Charges Total				\$ 638.52
	Discount		\$ -1,166.70	\$ -1,166.70
Total				\$ 4,557.82

Frontier RB2160 - 5 Ft. Medium Duty Rear Blade				
Code	Description	Qty	Unit	Selling Price Extended
1301XF	RB2160 - 5 Ft. Medium Duty Rear Blade	1	\$ 1,179.00	\$ 1,179.00
Dealer Attachments				
5TMC6100001	Skid Shoes - Pair (RB21 Series)	1	\$ 105.00	\$ 105.00
Dealer Attachments Total				\$ 105.00
Other Charges				
	Setup	1	\$ 100.00	\$ 100.00
	Freight	1	\$ 57.96	\$ 57.96
Other Charges Total				\$ 157.96
	Discount		\$ -113.45	\$ -113.45
Total				\$ 1,328.51

6/13/11

City of Clear Lake

2000	4200 J.D. 2wd tractor Cab, heat, Diesel 3pt, Front PTO	LV 4200H 321301	\$ 7500.00
2008	59" Snowblower M0545 BX 020441		\$ 1200.00
	550 Rotor Tiller TY0550E 011905		\$ 1500.00
	45 5' Rear Blade W0045X 032520		\$ 500.00
	60" Mid Mount Mower LV0060A 265102		\$ 1000.00
	Post Hole Auger TY0031A 023828		\$ 1000.00
1980	Allis Chalmers 5030 / tractor 430 Loader	2521 hrs (has to start + run)	\$ 3000.00

**CASADY BROTHERS IMPLEMENT
712 HWY. 18 EAST
CLEAR LAKE, IA. 50428**

BID FOR CLEAR LAKE PARKS & REC

KUBOTA B3030HSDC	\$22,626
B2793 MID PTO DRIVE LINE	\$ 620
B8160 BALLAST BOX	\$ 237
B7326 REAR WIPER KIT	\$ 138
B7328 REAR DEFOGGER	\$ 540
B2781A-51 51" FRONT SNOW BLOWER	\$ 2,815
B2784 HYD. CHUTE ROTATER	\$ 764
B2616 ELEC. DEFLECTER KIT	\$ 579
B2779-60 60" ROTARY SWEEPER	\$ 3,956
BL2178 SIDE CASTER KIT	\$ 426
B2791A QUICK HITCH & SUBFRAME	\$ 1,044
B2325A LOADER VALVE	\$ 899
ROTATING BEACON	\$ 160
FREIGHT AND SET-UP	\$ 2,460
TOTAL	\$34,804
NO TRADE PRICE	\$30,478
LA403 LOADER	\$2,780
B1626 60" BUCKET	\$ 559
LIST PRICE FOR LOADER	\$ 3,339
CASH PRICE	IF PURCHASED WITH TRACTOR
	\$ 2,740
60" LAND PRIDE REAR MANUAL BLADE	\$ 550
72" BISON BLADE WITH HYD. ANGLE	\$ 979
COUPLERS	\$ 50
FRIEGHT	\$ 55
B7304 DOUBLE ACTING VALVE	\$ 233
B7306 VALVE BASE KIT	\$ 467
TOTAL FOR HYD. ANGLE BLADE	\$ 1,784

NOTE ANY ITEMS NOT ORDERED WILL BE CREDITED AT 88% OF LIST.
TRADE IN FOR JOHN DEERE TRACTOR, MOWER, AND SNOW BLOWER
\$7,500

TRADE IN ALLOWANCE FOR POSTHOLE AUGER \$300

TRADE IN ALLOWANCE FOR REAR BLADE \$250

TRADE IN ALLOWANCE FOR TILLER \$500

PRICES ARE GOOD UNTIL JULY 15TH. 2011

A handwritten signature in black ink that reads "Ron Brinkman". The signature is written in a cursive style with a large, prominent initial "R".

RON BRINKMAN
CASADY BROTHERS IMPL.

3000 TWENTY SERIES

The performance you demand, the cost you deserve.

It's a difference you can tell from the moment you sit down—this is not tractor as usual. With the John Deere 3000 TWENTY Series, you can see that the attention to detail is something special. Start with AutoHST™. This auto-like transmission option for the 3520 and 3720 makes operating these tractors as easy as driving to the grocery store. All you have to do is press a single foot pedal to go forward and shift to reverse using a hand lever. And, with the eHydro™ transmission, performance is never an issue with the Performance Tracking System. It accurately monitors the tractor's functions and systems, giving you instant feedback for quick diagnosis. Throw in additional features like the LoadMatch™ electronic power management system, the Quik-Park™ loaders, and standard 4WD and you have three tractors that are without peers.



3000 TWENTY SERIES CAB

3320 3520 3720

1 Extraordinary climate control

Our unique, roof-mounted system offers an incredible 15,000 BTUs of cooling and 30,000 BTUs of heating, (enough for a 600-square-foot room) for guaranteed comfort whether in boiling summer heat or the dead of winter.

2 Superior circulation

John Deere climate control reaches every corner of the cab, thanks to an array of six adjustable vents, and extensive computer modeling that eliminated dead spots.

3 Have nothing to sneeze at

Unlike unsealed cabs, the John Deere ComfortGard™ Cab keeps not only dust and clippings out—but also microscopic allergens.

4 A safe choice for rollover protection

Besides undergoing extensive safety testing, the John Deere ComfortGard Cabs have been certified to Society of Automotive Engineers, Canadian Standards Association and the Organization for Economic Co-operation and Development standards for rollover protection.

5 Integrated work-, warning- and tail-lights

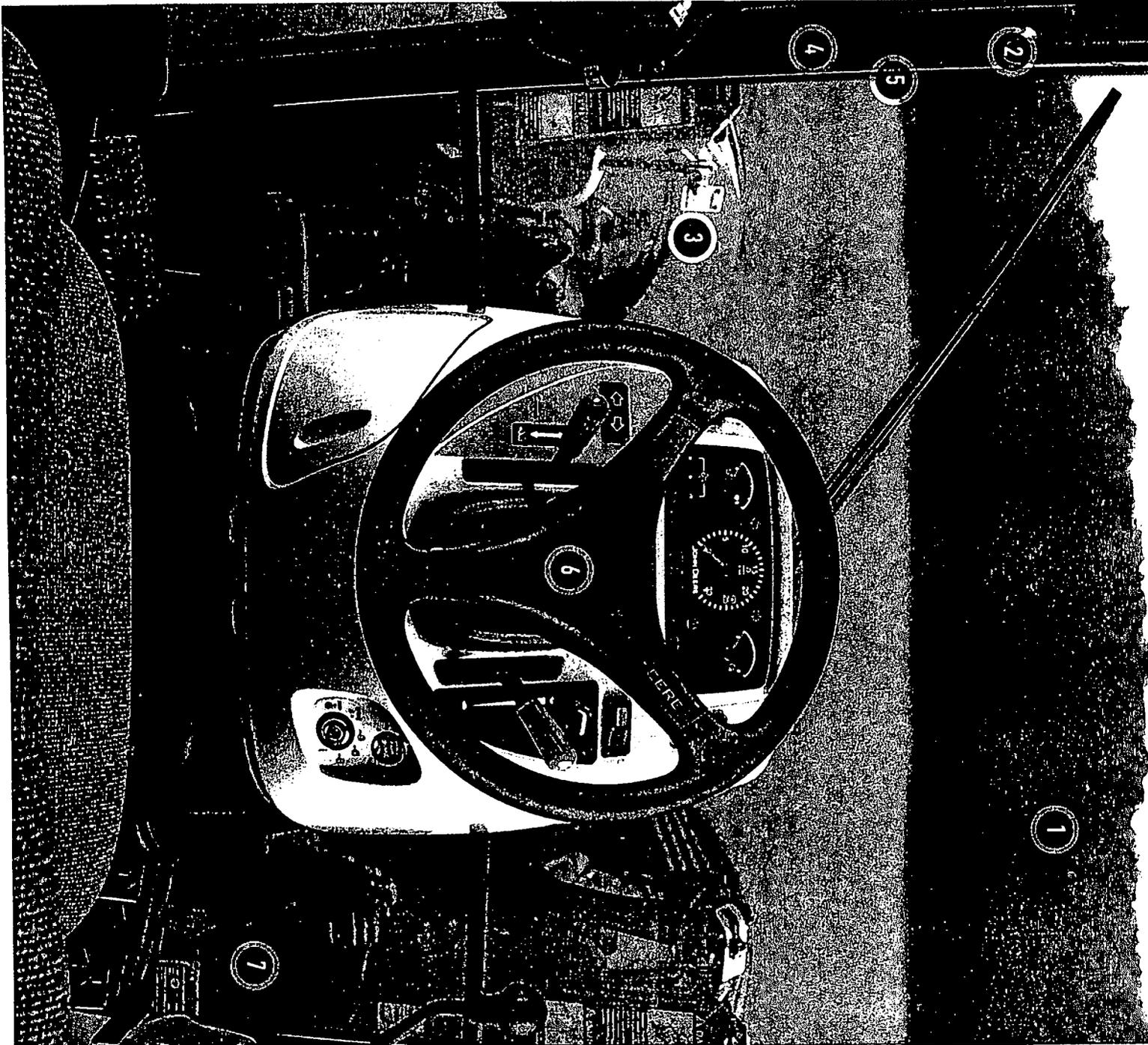
Integrated warning lights and tail lights provide a sleek modern look while being protected from trees and branches.

6 Automotive-style comfort

Just like a car, there's plenty of leg- and elbow-room, and all controls are within easy reach and most are on the dash or a right-hand panel.

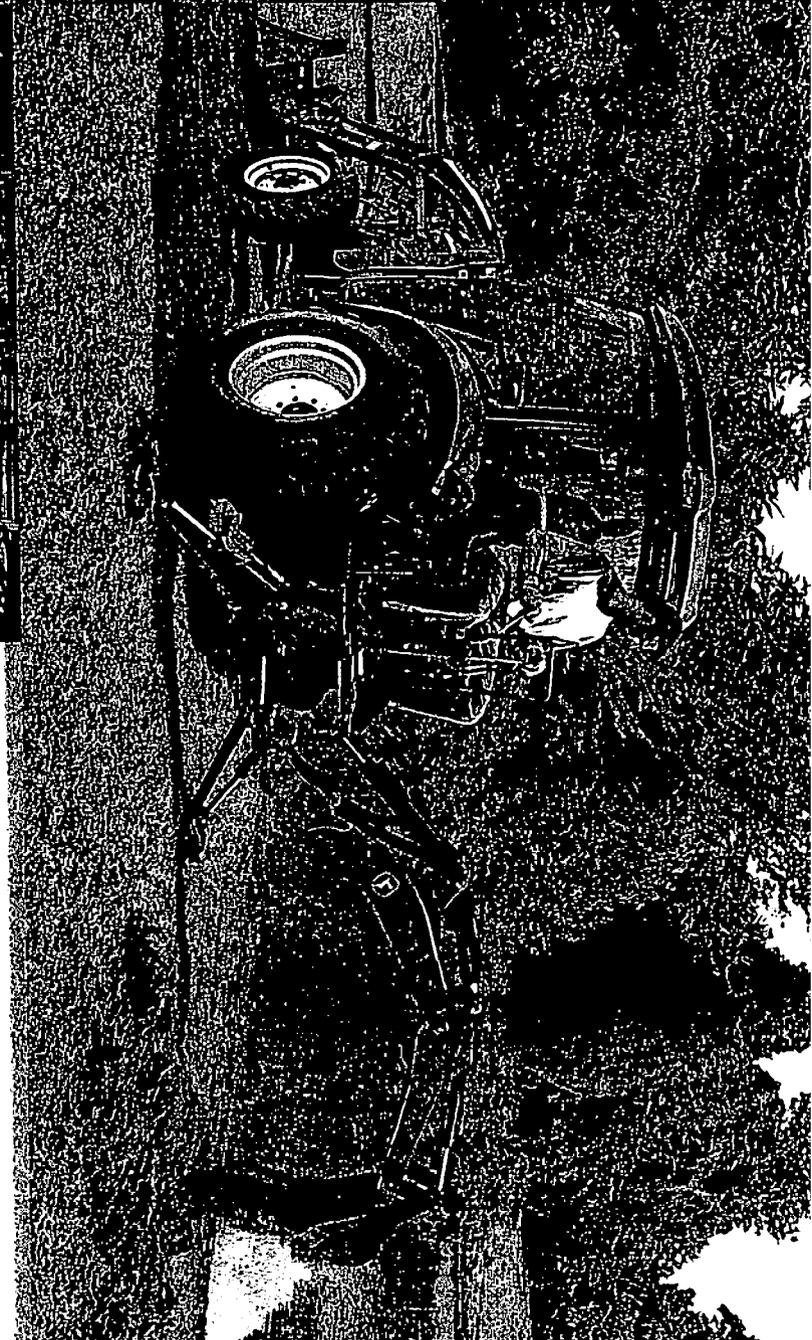
7 Offset Cab Mounting Technology

Unique offset mounting greatly reduces the vibration and noise levels associated with box-type structures.



Room with a view.

It could be a long, hot, dusty day. Or it could be cold, wet, or freezing. Either way, you don't care, since you're sitting in the ultimate comfort of a John Deere TWENTY Series cab. Six adjustable vents are strategically placed to keep you at the optimum temperature, winter, spring, summer, or fall. And this "room" is so tightly sealed, even most dust particles or allergens can't make their way inside. So come in, shut the door, and get ready to work in absolute perfect conditions.



True commercial-grade backhoes mount and dismount easily.
Bucket rotation of 180 degrees is perfect for trenching without leaving behind spillage. Now available on cab and open station models.

Not just a good view, a vista.
With a combination of high seat placement, curved sides and few obstructions, you have a commanding 360° view to the front, either side, and to the rear.



Standard cab features

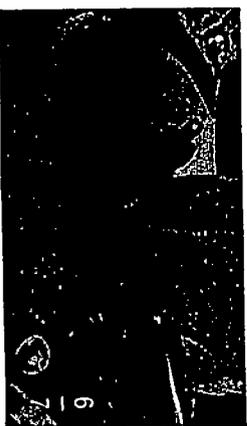
- Air conditioning and heat
- Power windows
- Front windshield wiper
- Six adjustable seats
- Integrated radio antenna
- Sun Visor
- Right hand pump control
- Adjustable seat heater (not available on 45, 55, 65, 75, 85, 95, 105)
- Rear view mirror

Other options

- Deluxe air-ride seat
- Dual external rearview mirrors
- AM/FM radio w/CD
- Cab speaker kit
- Beacon light
- Back up alarm
- Front fender kit
- Rear fender extension kit
- Rear work light kit

Deluxe air-ride seat

provides superior cushioning for a consistently smooth, comfortable ride over the roughest terrain. Highly recommended for commercial users.



Standard Features and Options



3320

Yanmar 3TNV85
 32.9 (24.1 kW)
 25.5 (19.0 kW)
 25 (18.8 kW)
 2.600
 100.0 cu. in. (1.64 l)
 500 Cold Cranking Amps
 40 Amps

5.3 gpm (20.0 L/min)
 8.6 gpm (32.5 L/min)
 13.9 gpm (52.5 L/min)
 2,200 lb. (999 kg)

PowerReverser™; 12F/12R
 eHydro™ - 3 Range
 Spur gear
 Wet disk
 Power
 Standard

Independent
 Rear standard, mid optional

Category 1
 Position

2,900 lb. (1316 kg)

1,598 lb. (725 kg)

Folding

Optional

Standard

Standard

Optional

Optional

3520

Yanmar 3TNV84T
 37.1 (27.3 kW)
 30.5 (22.7 kW)
 30.0 (22.4 kW)
 2.600
 91.5 cu. in. (1.5 l)
 500 Cold Cranking Amps
 40 Amps

5.3 gpm (20.0 L/min)
 8.6 gpm (32.5 L/min)
 13.9 gpm (52.5 L/min)
 2,200 lb. (999 kg)

PowerReverser™; 12F/12R
 AutoHydro™† or eHydro™ - 3 Range
 Spur gear
 Wet disk
 Power
 Standard

Independent
 Rear standard, mid optional

Category 1
 Position

2,900 lb. (1316 kg)

1,598 lb. (725 kg)

Folding

Optional

Standard

Standard

Optional

Optional

3720

Yanmar 3TNV84HT
 43.2 (31.8 kW)
 N/A
 35 (26.1 kW)
 2.600
 91.5 cu. in. (1.5 l)
 500 Cold Cranking Amps
 40 Amps

5.3 gpm (20.0 L/min)
 8.6 gpm (32.5 L/min)
 13.9 gpm (52.5 L/min)
 2,200 lb. (999 kg)

N/A
 AutoHydro™† or eHydro™ - 3 Range
 Spur gear
 Wet disk
 Power
 Standard

Independent
 Rear standard, mid optional

Category 1
 Position

2,900 lb. (1316 kg)

1,598 lb. (725 kg)

Folding

Optional

Standard

Standard

Optional

Optional

††eHydro transmission †open station only



Customer Purchase Order for John Deere Products

12196092

CUSTOMER'S NAME - First Signer (First, Middle Initial, Last)
 Clear Lake Park + Rec
 (SECOND LINE OF OWNER NAME)

STREET OR RR
 15 North 6th St

TOWN
 Clear Lake IA ZIP CODE
 50428

COUNTY
 PURCHASER ACCT.
 PHONE NUMBER
 357-7010

CUSTOMER'S NAME - Second Signer
 Y

STREET OR RR

TOWN
 STATE ZIP CODE

DATE OF ORDER
 10/5/99

COMPANY UNIT

DEALER ORDER NO.

DEALER ACCOUNT NO.

CASH LEASE TIME SALE
 CASH LEASE TIME SALE

SOC. SEC. IRS NO. EIN NO.

PURCHASER SALES TAX EXEMPT. NO.

SELLER'S NAME & ADDRESS
 Circle H - INC
 725 Hwy 18 West
 Garner Iowa 50438

CUSTOMER IS:
 Business Accepted
 Individual Rejected

CPP
 Accepted Rejected

ADD CUSTOMER NAME TO MAIL LIST
 CP (Check only one box)
 Residential Commercial Part-Time Farmer
 H C F

AG
 A

I (We), the undersigned, hereby order from you the Product described below, to be delivered as shown below. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties or for any reason beyond your control. The price shown below is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order.

QTY.	WARRANTY	DESCRIPTION	PRODUCT (Give Model, Size & Description)	(Hours of Use)	PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE (Or Total Lease Payments)
1	N		JD 4200 2 wheel Drive w/ Hydro Trans		VH200H32130	
1	N		Turf Tires - dual SCV's - Mid PTO + Rops		M02756X175025	
1	N		JD 59" Two Stage Snow Blower		W00045X032520	
1	N		JD 6FL - Rear blade		V00060A265102	
1	N		JD 60" Mid. MT. Mower			
1	N		CURTIS hard side cab w/ heater & lights		102993	

(We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Product, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

QTY.	DESCRIPTION OF TRADE-IN	PRODUCT IDENTIFICATION NO.	AMOUNT
1	JD-755 Tractor		
1	JD 60" Mower		
1	JD 3PT blade		
1	JD 47 SNO blower		
1	Cozy Cab		

1. TOTAL CASH PRICE	27660.00
2. TOTAL TRADE-IN ALLOWANCE	12210.00
3. BALANCE	
4. SALES TAX	
5. SUB-TOTAL	
6. CASH WITH ORDER	
7. BALANCE DUE	15450.00

PURCHASER TYPE (Check One)

Private
 1 Commercial
 8 Residential
 9 Farm

Other
 2 Federal Govt.
 3 State / Province
 4 County
 5 City / Town / Village
 6 Armed Forces
 7 National Account

MARKET USE (Check One)

Agriculture
 17 General Utility
 13 Livestock / Feedlot / Dairy
 15 Row Crop / Small Grain
 16 Specialty Crop
 Rental & Lease Companies

Dealership
 97 Deere Dealer
 96 Independent
 98 Undefined Govt. Use

Utility Companies
 82 Gas / Water / Electric
 81 Telephone

Other
 41 Building & Housing Construction
 71 Airports
 4 G.I. Courses
 52 Highway Mowing
 85 Institutions (schools/churches/hosp.)
 83 Nursery / Landscape
 87 Parks & Cemeteries
 89 Residential
 84 Sanitary Landfill / Refuse
 74 Railroads
 49 Highways & Streets
 43 Sewer & Water

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere product(s) is printed on the back side of this document. There is warranty on used products. The new product warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

ACKNOWLEDGEMENTS - I (We) promise to pay the balance due (line 7) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract) or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the seller until one of the foregoing is accomplished.

Customer's Signature: Vicki Hensley by phone Accepted By: _____
 Date Accepted: _____ Salesman: [Signature]

DELIVERY ACKNOWLEDGEMENT	DELIVERED ON:	WARRANTY BEGINS	SIGNATURE: (DEALER)
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RESOLUTION #

RESOLUTION APPROVING AND AUTHORIZING THE SIGNING OF AN AGREEMENT FOR THE CONSTRUCTION, OWNERSHIP, MAINTENANCE, OPERATION, AND REPAIR OF WATER MAIN IMPROVEMENT PROJECT BETWEEN THE CITIES OF CLEAR LAKE AND MASON CITY, IOWA AND THE MASON CITY MUNICIPAL AIRPORT COMMISSION, AS PROVIDED UNDER CHAPTER 28E OF THE CODE OF IOWA

WHEREAS, the cities of Mason City and Clear Lake, Iowa, and the Mason City Municipal Airport Commission desire to enter into an agreement that would provide for the construction, ownership, maintenance, operation, and repair of a specific water main improvement project; and

WHEREAS, Chapter 28E of the Code of Iowa provides the authority for public agencies to enter into agreements for their mutual advantage.

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

1. The Mayor and City Clerk are hereby authorized to execute the Agreement for City Water Service, a copy of which is attached hereto and incorporated herein by reference.
2. Said Agreement is hereby approved as to form and content and is found to be in the best interest of the City of Clear Lake, Iowa.
3. The City Clerk is hereby authorized to record a certified copy of this Resolution, together with said attached Agreement, in the Office of the Cerro Gordo County Recorder and to file a copy of this Resolution and Agreement with the Secretary of State, as required by Chapter 28E of the Code of Iowa.

PASSED and APPROVED this 18th day of July, 2011.

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

Preparer James J. Locher, 103 East State Street, Suite 721, Mason City, IA 50401, (641) 423-2432
Information Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE FOR RECORDER

**Return Document to: James J. Locher
103 East State Street, Suite 721, Mason City, IA 50401**

AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, 2011, by and among the City of Mason City, Iowa, ("City of Mason City"), the City of Clear Lake, Iowa, ("City of Clear Lake"), and the Airport Commission of the City of Mason City, Iowa, ("Airport Commission").

WHEREAS Airport Commission is undertaking Federal Airport Improvement Project No. 3-19-0059-35, ("the Project"), which includes the construction of certain water improvements that will benefit and serve the Mason City, Iowa, Municipal Airport, (the "Airport"),

AND WHEREAS the parties wish to enter into this Agreement pursuant to Chapter 28E, Code of Iowa, to memorialize their obligations with respect thereto,

NOW, THEREFORE, for good and valuable consideration, the parties agree:

1. The purpose of this Agreement is to provide for cooperative action among the parties with respect to water, storm sewer and sanitary sewer improvements ("the Improvements").

2. As part of the Project, a water main shall be constructed generally along the north side of Highway 122 running east and west ("the East-West Main") within real estate as depicted in Exhibit A attached hereto and incorporated herein by this reference.

3. An easement or easements, perpetual in nature, in favor of City of Clear Lake, shall be obtained as necessary for the construction, reconstruction, maintenance, operation and repair of the Improvements; an easement or easements, temporary in nature, in favor of City of Clear Lake, may also be obtained as necessary for construction of the Improvements.

4. Upon completion of construction, the East-West Main shall be the property of City of Clear Lake and thereafter all cost of reconstruction, maintenance, operation and repair of the East-West Main shall be borne by City of Clear Lake.

5. As part of the Project, a water main shall be constructed running north from the East-West Main ("the North Main") within real estate owned by City of Mason City as depicted in said Exhibit A.

6. The North Main shall be the property of City of Mason City and all cost of construction, reconstruction, maintenance, operation and repair of the North Main shall be borne by City of Mason City.

7. All water Mains referred to herein shall be constructed in accordance with Plans and Specifications for the Project.

8. Except as provided herein, City of Clear Lake shall supply potable water to the Airport under the same sales and service terms and conditions as City of Clear Lake normally

supplies water to customers within the city limits of Clear Lake. Airport Commission shall supply a water meter at a location to be determined by City of Clear Lake to measure the volume of water delivered to the Airport and Airport Commission shall pay for all water delivered to the Airport through such meter at those rates established by City of Clear Lake for customers served within the city limits of Clear Lake. Airport Commission shall have the right to bill and collect payments from users for such water.

9. City of Mason City shall grant City of Clear Lake access to the meter for measuring water furnished at the Airport for billing purposes.

10. City of Clear Lake, at no expense to City of Mason City or Airport Commission, may install lateral lines, service connections to or valves on the East-West Main.

11. At no expense to City of Clear Lake, City of Mason City or Airport Commission may install lateral lines, service connections to or valves on the North Main; in connection therewith, City of Clear Lake shall waive connection and hookup fees.

12. No separate entity under Chapter 28E, Code of Iowa, or otherwise is created hereby.

13. No joint property shall be acquired, held or disposed of hereunder.

14. The duration of this Agreement shall be perpetual unless sooner terminated by consent of all parties.

15. This Agreement may be modified only in a writing signed by all parties.

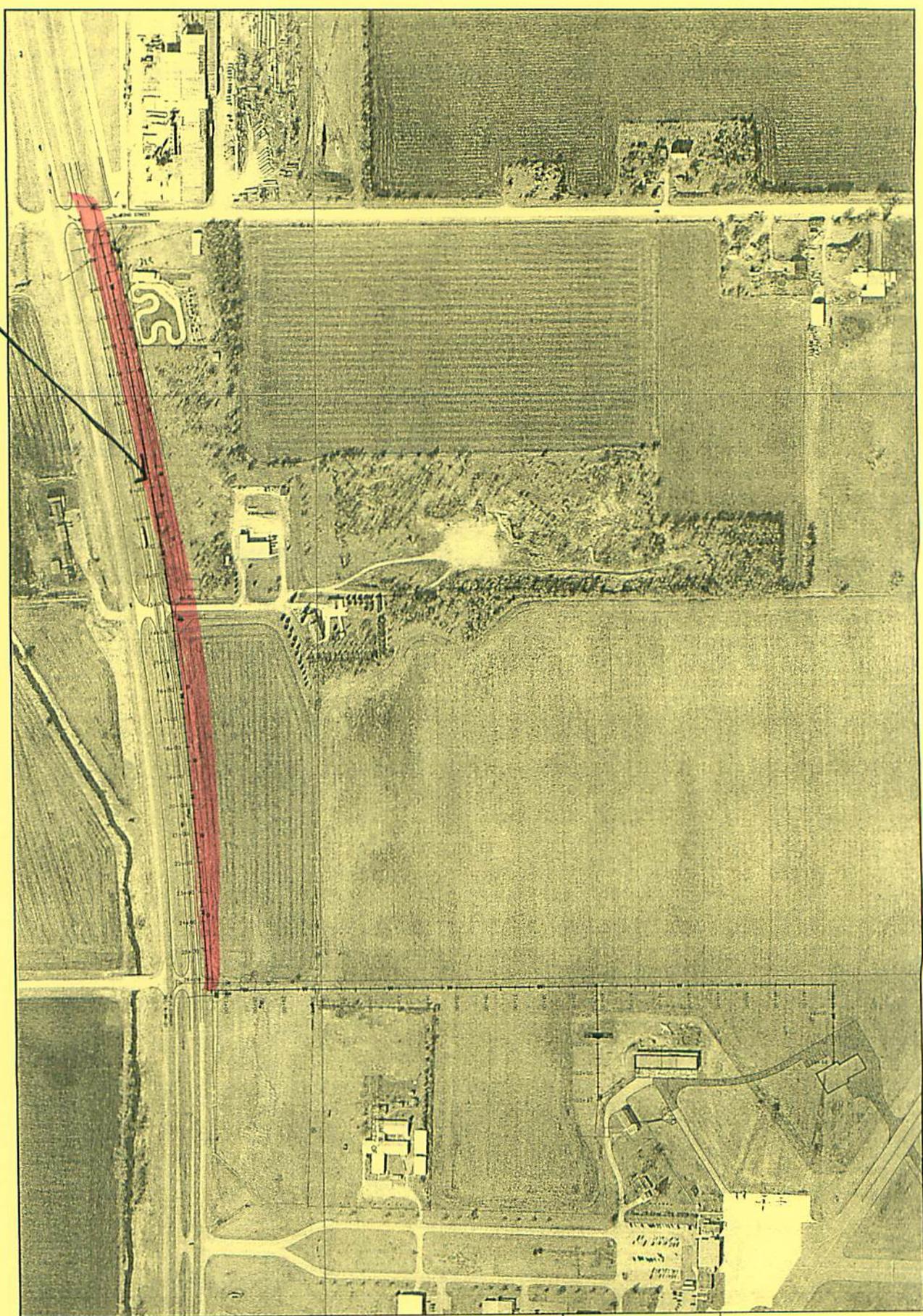
16. This Agreement may be terminated upon written consent of all parties.

17. Before entry into force, this Agreement shall be filed, in an electronic format, with

the Iowa Secretary of State in a manner specified by the Iowa Secretary of State, pursuant to Section 28E.8, Code of Iowa.

**SIGNATURE SECTIONS FOR CITY OF MASON CITY,
CITY OF CLEAR LAKE AND AIRPORT COMMISSION
AND
NOTARY SECTIONS**

15" Water main to be dedicated to the City



SCALE:
 AS SHOWN
 PROJECT NO. XXXX
 DRAWN BY: XXX
 CHECKED BY: XXX
 SHEET X OF X

SHEET DESCRIPTION
 PROJECT NAME
 CITY, STATE
 PROJECT NUMBER

REVISIONS	
NO.	DATE DESCRIPTION

ENGINEER SEAL

RESOLUTION #

RESOLUTION APPROVING AND AUTHORIZING THE SIGNING OF AN AGREEMENT FOR CITY WATER SERVICE BETWEEN THE CITIES OF CLEAR LAKE AND MASON CITY, IOWA AND THE MASON CITY MUNICIPAL AIRPORT COMMISSION, AS PROVIDED UNDER CHAPTER 28E OF THE CODE OF IOWA

WHEREAS, the cities of Mason City and Clear Lake, Iowa, and the Mason City Municipal Airport Commission desire to enter into an agreement that would provide for the provision of water service to the Mason City Municipal Airport; and

WHEREAS, Chapter 28E of the Code of Iowa provides the authority for public agencies to enter into agreements for their mutual advantage.

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

1. The Mayor and City Clerk are hereby authorized to execute the Agreement for City Water Service, a copy of which is attached hereto and incorporated herein by reference.
2. Said Agreement is hereby approved as to form and content and is found to be in the best interest of the City of Clear Lake, Iowa.
3. The City Clerk is hereby authorized to record a certified copy of this Resolution, together with said attached Agreement, in the Office of the Cerro Gordo County Recorder and to file a copy of this Resolution and Agreement with the Secretary of State, as required by Chapter 28E of the Code of Iowa.

PASSED and APPROVED this 18th day of July, 2011.

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

Agreement Prepared By and Return Copy To: Scott Flory, City Administrator, City of Clear Lake, 15 N. 6th Street, Clear Lake, Iowa 50428 * Telephone: (641) 357-5267

INTERGOVERNMENTAL AGREEMENT FOR CITY WATER SERVICE

This Agreement is made and entered into this ____ day of _____, 2011 by and between THE CITY OF MASON CITY, an Iowa municipal corporation, hereinafter referred to as "Mason City," and THE CITY OF CLEAR LAKE, an Iowa municipal corporation, hereinafter referred to as "Clear Lake" and the Airport Commission of the City of Mason City, Iowa, "Airport Commission."

RECITALS

- A. Chapter 28E of the Code of Iowa permits units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has authority to perform; and
- B. Mason City owns property outside the city limits of the City of Clear Lake (hereinafter as Mason City Airport "MCA"); and
- C. Mason City Airport Commission desires to connect to Clear Lake's water supply to service above-referenced airport property for both potable water and fire protection purposes; and
- D. Clear Lake is authorized to provide such service connection; and
- E. Clear Lake finds and determines that the service connection is unique because the connection is to service another governmental entity; and

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

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **DURATION.** The term of this Agreement shall commence and the Agreement shall be effective after execution by both parties and shall expire on December 31, 2036. This Agreement may be extended by the mutual consent of the parties hereto, every five (5) years, after initial expiration, under the same terms and conditions, of the original Agreement. However, the Airport Commission reserves the right to opt out of this agreement in the event that the City of Mason City makes the decision to provide water service to MCA.

3. **FUNCTIONS OR ACTIVITIES.**

a. Clear Lake agrees to the following:

Except as provided herein, Clear Lake shall supply potable water to the MCA property under the same sales and service terms and conditions as it normally supplies water to customers within the city limits of Clear Lake. Mason City shall supply a water meter at a location to be determined by Clear Lake to measure the volume of water delivered to the property and the Airport Commission shall pay for all water delivered to the property through such meter at those rates established by Clear Lake for customers served within Clear Lake. Provided however, that the rates for water service shall always be those rates in effect when the service is provided, as those rates are periodically adjusted and set by ordinance of the City Council of Clear Lake.

b. Mason City agrees to abide by all the terms and conditions of this Agreement, including specifically following:

- i. Airport Commission will comply with all ordinances of Clear Lake related to water service and use. Clear Lake shall have the right to terminate service for failure to comply with such ordinances upon thirty days (30) days notice to Mason City.
- ii. Failure to pay for charges when due shall not become a lien upon the property.
- iii. This Agreement shall be recorded in the Office of the County Recorder of Cerro Gordo County Iowa with the cost of recording to be paid by Mason City.
- iv. In the event buildings connected to the water system are subsequently replaced for any reason, the replacement building may continue to be connected to the water system of Clear Lake but prior approval from Clear Lake is required to increase the usage amount of the new building or tenant.
- v. Payment by the Airport Commission for water provided to the MCA property shall be made upon receipt of utility billing by Clear Lake. If the bill is not paid by the billing due date, a notice complying with the then current regulations for utility notices shall be given stating that service will be disconnected if the bill is not paid by the date specified.

4. HOLD HARMLESS/DISCLAIMER

a. Quantity and Pressure of Water. No liability shall accrue against Clear Lake arising by reason of shortages in the quantity of water available, lack of water pressure, or interruptions in water deliveries to Mason City for any reason including, but not limited to accidents or failure of City facilities or supply or from any cause beyond Clear Lake's control including, without limitation, war or acts of God.

b. To the extent permitted by law, Mason City shall hold harmless, defend and indemnify the City of Clear Lake from any and all claims, demands, damages or injuries, liability of damage that anyone may have or assert by reason of the any error, act or omission of City of Clear Lake, its officers, agents and employees in the performance of their duties under the terms of this Agreement. It is further agreed and understood that neither party is, by virtue of this Agreement, a partner or joint venturing with the other party and neither party shall have any obligation with respect to the other party's debts or liabilities of whatever kind or nature. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

5. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS.** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City of Clear Lake
Attn: Scott Flory, City Administrator
15 N. 6th Street
PO Box 185
Clear Lake, IA 50428
Phone: 641-357-5267
Fax: 641-357-8711

City of Mason City
Attn: Brent Trout, City Administrator
10 First St. NW
Mason City, IA 50401
Phone: 641-421-2701
Fax: 641-424-7189

6. **NON-DISCRIMINATION.** Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this agreement when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964 and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities

Act of 1990 and all regulations and administrative rules established pursuant to those laws.

7. **ATTORNEY FEES.** In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to fulfill or comply with any of the terms of this agreement, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
8. **NO WAIVER.** The failure by any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.
9. **SEVERABILITY.** Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.
10. **HEADINGS.** The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.
11. **APPLICABLE LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa.
12. **ASSIGNMENT/DELEGATION.** Clear Lake shall not delegate the responsibility for providing services hereunder to any other individual or agency. Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either party.
13. **MERGER.** This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.
14. **BINDING EFFECT.** The terms of this Agreement shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) duplicate originals, either as individuals, or by their officers, thereunto duly authorized.

City of Clear Lake, Iowa

Dated this _____ of _____, 2011

By: _____

Nelson P. Crabb, MAYOR
City of Clear Lake

Attest: _____
Jennifer Larsen, City Clerk

Dated this _____ day of _____, 2011.

City of Mason City, Iowa

Dated this _____ of _____, 2011

By: _____

Eric Bookmeyer, MAYOR
City of Mason City

Attest: _____
Brent Trout, City Clerk

Mason City Airport Commission

Dated this _____ of _____, 2011

By: _____

Joni Dunn, Chairperson
Mason City Airport Commission

Attest: _____
Pam Osgood, Director

2:05 PM

07/08/11

Accrual Basis

VETERANS MEMORIAL GOLF CLUB
Balance Sheet
As of June 30, 2011

	<u>Jun 30, 11</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking Acct	74,239.08
Total Checking/Savings	<u>74,239.08</u>
Other Current Assets	
Cash on Hand	920.50
Total Other Current Assets	<u>920.50</u>
Total Current Assets	75,159.58
Fixed Assets	
Equipment	37,862.00
A/D - Equipment	-460.75
Total Fixed Assets	<u>37,411.25</u>
TOTAL ASSETS	<u><u>112,570.83</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Sprayer Payable	7,792.00
Gift Certificates	121.21
Men's League Fund	3,170.00
Sales Tax Payable-	2,854.91
Payroll Liabilities	5,308.88
Total Other Current Liabilities	<u>18,244.98</u>
Total Current Liabilities	<u>18,244.98</u>
Total Liabilities	18,244.98
Equity	
Net Income	93,325.85
Total Equity	<u>93,325.85</u>
TOTAL LIABILITIES & EQUITY	<u><u>112,570.83</u></u>

2:05 PM

07/08/11

Accrual Basis

VETERANS MEMORIAL GOLF CLUB

Profit & Loss

June 2011

	Jun 11	Jan - Jun 11
Ordinary Income/Expense		
Income		
Season Passes		
Family	556.07	38,925.23
Single	1,275.70	38,679.95
Junior	439.25	1,317.76
Total Season Passes	<u>2,271.02</u>	<u>78,922.94</u>
Revenues		
Golf Carts		
Electric Storage	0.00	6,682.25
Gas Storage	0.00	10,673.83
Ext Unlimited Lease	0.00	1,822.43
Weekday Unlimited Lease	0.00	2,158.89
Trall Fee	350.55	5,487.86
Cart Card	420.55	2,418.22
Total Golf Carts	<u>771.11</u>	<u>29,243.58</u>
USGA Handicap Cards	108.41	2,420.00
Merchandise Sales	5,257.50	8,272.19
Clubhouse Sales		
Food Sales	2,745.38	3,970.71
Beverage Sales	10,778.03	18,631.24
Total Clubhouse Sales	<u>13,521.41</u>	<u>22,601.95</u>
Golf Sales (Fees, etc.)		
Punch Card - 10 rds	1,121.50	1,401.87
Golf Sales Misc.	0.00	18.70
Green Fees	12,024.88	17,236.03
Cart Rentals - Dally	3,657.18	5,643.88
Golf Sales (Fees, etc.) - Other	18.70	18.70
Total Golf Sales (Fees, etc.)	<u>16,822.26</u>	<u>24,218.98</u>
Revenues - Other	<u>2,800.43</u>	<u>18,299.11</u>
Total Revenues	<u>39,281.12</u>	<u>105,055.81</u>
Friends of	<u>3,300.00</u>	<u>7,700.00</u>
Total Income	<u>44,852.14</u>	<u>191,678.75</u>
Cost of Goods Sold		
Cost of Goods Sold		
Food Cost	2,272.04	4,048.14
Beverage Cost	4,603.54	13,187.39
Merchandise Cost	4,737.83	7,438.88
Cost of Goods Sold - Other	0.00	2,484.00
Total Cost of Goods Sold	<u>11,613.41</u>	<u>27,138.39</u>
Total COGS	<u>11,613.41</u>	<u>27,138.39</u>
Gross Profit	<u>33,238.73</u>	<u>164,542.36</u>
Expense		
Clubhouse Expenses		
Miscellaneous - C	306.50	392.32
Office - C	182.15	5,138.68
Payroll - C	7,977.76	19,678.23
Payroll Taxes - C	785.80	2,005.83
Permits - C	0.00	114.50
Repairs/Maint - C	1,081.47	2,680.77
Supplies - C	1,264.19	2,365.00
Total Clubhouse Expenses	<u>11,577.67</u>	<u>32,375.01</u>
Grounds Expenses		
Chem, Fert, Seed, Etc. - G	2,415.39	2,415.39
Fuel - G	943.35	943.35
Equipment - G	1,246.22	1,246.22

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07/08/11

Accrual Basis

VETERANS MEMORIAL GOLF CLUB

Profit & Loss

June 2011

	<u>Jun 11</u>	<u>Jan - Jun 11</u>
Miscellaneous - G	202.00	404.18
Payroll - G	6,687.42	15,231.89
Payroll Taxes - G	851.67	1,525.80
Repairs/Maint - G	1,115.24	3,374.31
Supplies - G	1,590.06	3,109.88
Total Grounds Expenses	14,751.35	28,251.02
Overhead		
Professional Fees - O	850.00	850.00
Advertising - O	160.00	2,063.71
Bank Service Charges - O	-0.00	16.05
Credit Card Fees - O	508.52	1,155.77
Dues and Subscriptions - O	0.00	550.00
Insurance - O	1,314.88	2,011.54
Telephone - O	232.28	2,128.91
Utilities - O	1,288.55	1,365.75
Total Overhead	4,344.21	10,139.73
Other Expenses		
Depreciation Expense	450.75	450.75
Payroll Expenses	0.00	0.00
Payroll Taxes	0.00	0.00
Total Other Expenses	450.75	450.75
Total Expense	31,123.98	71,216.51
Net Ordinary Income	2,114.75	93,325.85
Net Income	2,114.75	93,325.85