

"Sailing Ahead" With the City of



"Where People Make the Difference"

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

November 4, 2011

City
Administrator
SCOTT
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **November 7, 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 #6B Purchase of a new (replacement) street sweeper. The City currently uses two street sweepers for street cleaning operations: a 1998 Elgin Pelican 3-wheel mechanical broom and a 2005 Johnston Regenerative Air Vacuum sweeper. At certain times of the year, in particular when the leaves are falling, the City may use both sweepers to lessen street flooding and congestion of the storm sewer system. Generally, the useful life for a sweeper is between 7-8 years for a municipality, but, obviously, the primary factors in determining whether to replace such a piece of equipment are: age; overall physical condition, availability of parts, and repairs. The 1998 has more than surpassed its useful life-expectancy and reliability necessary for use as a day-to-day sweeper. It has experienced higher maintenance costs and undesirable down time the last several years, as a result of mechanical breakdowns of a large-scale nature, and is showing wear and fatigue on drive and chassis components.

The FY 12 City budget included \$180,000 for the purchase of a new street sweeper. This figure, however, anticipated a trade value of \$20,000 for the City's 1998 Elgin unit. The City has solicited a quote proposal from Trans-Iowa (Ankeny) for a replacement sweeper. Trans-Iowa has a State contract price available to cities in Iowa for such a unit. The cost of a new 2011 Elgin Pelican, delivered to Clear Lake, is \$170,452. Trans-Iowa will give the City a \$10,000 trade allowance on the 1998 Pelican if the City repairs a leaking engine seal or \$7,000 in "as-is" condition. The department recommends that the City repair the engine seal and trade the unit in on the 2011 Pelican.

ITEM #6C. Code RED Weather Warning System. Several months ago, the Chief of Police had suggested that the City contemplate adding an additional service through Emergency Communication Network (a/k/a: Code RED) via an amendment to the 28E Agreement between the City of Mason City, Cerro Gordo County, and the E911 Service Board. The additional service would provide immediate calling to residents in a designated severe thunderstorm or tornado warning area when they occur. This was brought up as a result of some



concerns that some residents were not able to hear the Outdoor Warning Sirens inside their home and may not have been watching TV or radio at the time a warning was issued.

When a tornado or severe thunderstorm warning is initiated by the National Weather Service, all properties with a landline phone number or entered cell phone number within the warning area are notified of the warning. The call is initiated by satellite systems to our phone systems with no human requirement to initiate the call. The calls typically start before the emergency broadcast is heard on radio and television.

Any calls sent for weather warnings do not count against the Code RED call limits and there are no limits on the number of weather related calls. The initial cost to add the additional service through August of 2012 would be split on a per capita basis between the City of Mason City (63.6%), Cerro Gordo County (18.79%), and Clear Lake (17.61%). The cost for Clear Lake for Year 1 would be \$880.50 and \$1,320.75 for each year thereafter.

ITEM #6F. Traffic Signal intersections Street Light Retrofit Project. Back in August of 2010, the City applied for a grant and was awarded \$19,500 from the Iowa Office of Energy Independence for the purpose of retrofitting 15 (later became 12) "city-owned" 250W high-pressure sodium street lights that are co-located on the various traffic signals owned by the City.

The 250W high-pressure sodium heads were replaced with 140W LED lights. After application of the grant funds, it is estimated that, through energy savings and reduced maintenance costs, the City will recover its cost for the project in 8 years or less.

On June 20, 2011, the Council awarded the construction contract for the project to KWS inc., Cedar Falls, IA. The amount of the contract was \$18,000.

The contractor has completed work on the project and the engineer has now filed the "Certificate of Completion" with the City, indicating the project has been completed in conformance with the plans & specifications. Enclosed in your packet is Pay Estimate #1, which serves as the "final" pay estimate for the project. In accordance with the Code of Iowa, payment of the 3% retainage amount cannot occur prior to 30 days having elapsed following the Council's acceptance of the project.

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)
Jim Boehnke, 3rd Ward candidate (with attachments) 1510 N. 23rd Street
Dana Brant, 1st Ward candidate (with attachments) 1201 N. 5th Street

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, NOVEMBER 7, 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 – October 27, 2011.
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - Liquor License: Class C Liquor License (LC) (Commercial) (5-day license), Francis Lauer Youth Services, (new).
 - Tax Abatement Application: Laura Lovik, 610 Pine Brooke Drive and Randall & Melissa Miller, 413 Pine Brooke Drive.
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. CDBG Sanitary Sewer Collection System Improvement Project (Phase 1):
 - Update concerning the construction of the improvements and review of Change Order proposal #4, Jason Petersburg, P.E., Veenstra & Kimm.
 - **Motion** to approve Change Order #4 by City Council.
 - Discussion and consideration of **Motion** by City Council.
 - B. Purchase of a new (replacement) 3-wheel broom street sweeper:
 - Review of request, Scott Flory, City Administrator.
 - **Motion** to authorize the purchase of a 2011 Elgin Pelican 3-wheel mechanical broom sweeper.
 - Discussion and consideration of **Motion** by City Council.

C. Code RED Weather Warning System:

- Review of proposal, Greg Peterson, Chief of Police.
- **Motion** to approve **Resolution #11-83**, "A Resolution authorizing an amendment to the 28E Intergovernmental Cooperation Agreement between the City of Mason City, City of Clear Lake, Cerro Gordo County, and the E911 Service Board to provide the additional service of Code RED Weather Warning in conjunction with the outbound emergency notification system (otherwise known as "Reverse 911" system)".
- Discussion and consideration of **Motion** by City Council.

D. Veterans Memorial Golf Course Capital Improvement Trust Fund:

- Review of proposal, Scott Flory, City Administrator
- **Motion** to approve Memorandum of Understanding between the City of Clear Lake and the Veterans Memorial Golf Club Foundation Inc. by City Council.
- Discussion and consideration of **Motion** by City Council.

E. Development & Easement Agreement – Storm Sewer Improvement Project (2103 North Shore Drive):

- Introduction by Scott Flory, City Administrator.
- Review of request, Matt Berry, attorney-at-law.
- **Motion** to approve a "Development & Easement Agreement" with Leslie E. Nelson for a storm sewer improvement project located at 2103 North Shore Drive".
- Discussion and consideration of **Motion** by City Council.

F. LED Traffic Signal Intersection Street Light Retrofit Project:

- Update and review of Pay Estimate #1 (final), Mike Danburg, P.E., Yaggy Colby Associates.
- **Motion** to approve **Resolution #11-84**, "A Resolution Accepting the Work".
- Discussion and consideration of **Motion** by City Council.

G. North Iowa Corridor EDC Quarterly Report and Merger Task Force Report:

- Quarterly report from Brent Willett, Executive Director, North Iowa Corridor EDC.
- Merger Task Force Report, Vickie Snyder and Randy Cram.
- Discussion and consideration of request by City Council.

H. RDG Surf District Plan - Surf Ballroom Parking Lot Concept Layout:

- Introduction by Ben Furleigh, City Council Member At-large.
- Review of proposal and request, Jeff Nicholas, North Iowa Cultural Center & Museum.
- Discussion and consideration of request by City Council.

7. Chief of Police's Report:

- Police Services Agreement with City of Ventura – request from City of Ventura to begin negotiations to renew the Agreement.

8. Mayor's Report:

- Municipal election - Tuesday, November 8, 2011 – City Hall vote center.

9. Public Works Director's Report:

- Update regarding construction activities on the 10th Avenue N. Street Reconstruction Project (5th Place N. – Buddy Holly Place).
- Position announcement for part-time Public Works Secretary.
- Landscape brush removal at Veterans Memorial Golf Course.

10. City Administrator's Report:

- Strategic Planning & Goal Setting Report. – Quarterly review.

11. City Attorney's Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – November 21, 2011

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

CLEAR LAKE, IOWA

Date 10-26-11

Prior Approval for Intended Improvements Approval of Improvements Completed

Address of Property: 413 pine brooke DR

Legal Description: Lot # 78 Phase I
Pine brooke Subdivision

Title Holder or Contract Buyer: Randall and Melissa Miller

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): _____

Proposed Property Use: Single Family

Nature of Improvements: New Construction

Specify: _____

Estimated or Actual Date of Completion: 10-15-2011

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

Tax Exemption Schedule is attached.

Signed: Randall Miller
Melissa Miller



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)

CHANGE ORDER

Change Order No: 4

This change order amends the existing contract dated April 4, 2011 between the City of Clear Lake (OWNER) and R&R Excavating, Inc. (CONTRACTOR) to add, revise, or delete work to the project identified below as described herein.

Project Name: Sanitary Sewer Collection System Improvement Project - Contract 1 Project Location: Clear Lake, Iowa
Underground Infrastructure Improvements

Owner Project No.: N/A

Engineer Project No.: 38379/38380

Description of changes in work: Contractor to furnish all labor, materials and equipment in connection with the changes in work specified below:

As a result of the hole in the existing casing pipe under Highway 18, contractor required to employ subcontractor (Infratech) who specializes in repairing pipes in this condition. Contractor also experienced delay in work on that portion of the project which has caused them to incur additional dewatering expenses.

Compensation to be in accordance with Highway 18 Casing - Option E Added Work Bid Schedule (Attachment A). The lump sum and unit prices have been agreed upon between the City and the Contractor as the basis to proceed. Additional dewatering expenses began September 29, 2011 and will be paid on a daily basis until the work is complete on the south side of Highway 18. It is anticipated that the dewatering equipment will be removed by November 16, 2011.

(1) Time extension to be based on the additional time it takes for R&R Excavating, Inc. and their subcontractor to complete the additional work. As such, this Change Order will revise the completion date to 5 working days (Monday - Friday) after the subcontractor fixes the casing pipe, however no sooner than November 25, 2011.

Change in Contract Price:

Contract amount prior to this Change Order:
\$2,242,227.90 (Based on Actual
Quantities and Contract Unit Prices)

Change in Contract Time:

Contract completion date prior to this Change
Order: November 25, 2011
(Completion Date)

Change in Contract Amount Due to this Change Order:

(Increase) \$96,844.30

Changes in Contract Completion Date due to this Change Order: 0 Days (1)

(Working Days)

Contract Amount including this Change

Order: \$2,339,072.20 (Based on Estimated
Quantities and Contract Unit Prices)

Contract Completion Date including

this Change Order: November 25, 2011 (1)
(Completion Date)

Except as specifically amended by this Change Order, all the terms and conditions of the original contract dated April 4, 2011 shall remain in full force and effect.

Recommended by: <u><i>Jason Peters</i></u> Date: <u>11/4/11</u> Consultant: <u>Veenstra & Kimm, Inc.</u>	Approved By: _____ Date: _____ Owner: <u>City of Clear Lake</u>	Approved By: _____ Date: _____ Contractor: <u>R&R Excavating, Inc.</u>
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Sanitary Sewer Collection System Improvement Project -Contract 1

Change Order Proposal

24-Oct-11

Highway 18 Casing -Option E
Added Work Bid Schedule

Complete Soil Solidification to Stop Water/Silt Infiltration into Existing Casing and continue to use existing casing.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>15% Markup</u>	<u>Total Unit Price</u>	<u>Extended Price</u>
1	Temporary Reconnection of Existing Carrier Pipe (R&R)	LS	1	\$9,621.00	\$0.00	\$9,621.00	\$9,621.00
2	Additional Dewatering (R&R)	DAY	49	\$771.15	\$0.00	\$771.15	\$37,786.35
3	Travel & Work Time (Infratech)	HR	18	\$250.00	\$0.00	\$250.00	\$4,500.00
4	Multigel Grout (Pumped)	GAL	60	\$25.00	\$0.00	\$25.00	\$1,500.00
5	Cut Grout/foam seal Grout	GAL	10	\$105.00	\$0.00	\$105.00	\$1,050.00
6	Hyporform Bag Cement	BAG	10	\$45.00	\$0.00	\$45.00	\$450.00
7	Plug Hole in Casing	LS	1	\$0.00	\$0.00	\$0.00	\$0.00
8	Delete Casing Chocks	LS	1	(\$1,700.00)	(\$255.00)	(\$1,955.00)	(\$1,955.00)
9	Set new carrier to grade	LS	1	\$17,990.00	\$0.00	\$17,990.00	\$17,990.00
10	Fill Annular Space with Sand	LS	1	\$5,500.00	\$0.00	\$5,500.00	\$5,500.00
11	work completed to date on cleaning casing	LS	1	\$20,401.95	\$0.00	\$20,401.95	20401.95

Total Proposed Price

\$96,844.30

Attachment A

**City of Clear Lake
Capital Equipment & Improvements**

Department:	Status: <input checked="" type="checkbox"/> New <input type="checkbox"/> Cost Change <input type="checkbox"/> Timing Change
Project Name: Public Works Fleet	Total Cost: \$180,000 / \$160,000
<p>Description: Sweeper – 3-wheel mechanical with high lift and dual gutter brooms.</p>	
<p>Need, Justification, Benefit: It is time to replace this sweeper. It is a 1998 model with 5,097.2 hours and 26,341 miles. This machine had engine trouble in 2006, and a new engine was installed. It has had several hydraulic problems.</p>	
<p>Consequences of Delaying this Project: Increased maintenance cost and the ability to keep our community clean.</p>	
<p>Impact on Operating Budget: Increased maintenance cost and less trade-in value.</p>	

Project Costs:	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	Total
Planning							
Construction							
Equipment		\$180,000					\$180,000
Other							
Total Costs		\$180,000					\$180,000

Funding Sources: Total cost for a new 2010 Sweeper is \$180,000 – budget \$160,000.
Estimate \$20,000-\$25,000 trade in value for old sweeper.

Comments:
This machine has been doing the bulk of the City’s sweeping. The Vac Sweeper has relieved it somewhat. We have been experiencing some major repairs and maintenance costs with this machine - a new engine in 2006 and several hydraulic problems.



DISTRIBUTOR OF MUNICIPAL & CONTRACTOR EQUIPMENT

List of Elgin Pelican NP Users Who Purchased Using Minnesota State Contract

City of Marshalltown
Lynn Couch
641-754-5717

City of Humboldt
Aaron Burnett
515-332-3435

City of Cresco
John Schmauss
319-327-0959

Iowa Department of Transpiration
Jerry Giebelstein
515-239-1347

City of Oskaloosa
Akhilesh Pal
641-673-7472

City of Ottumwa
Kevin Sylvester
641-683-0621

City of Des Moines
Bill Voitel
515-323-8939

City of Burlington
Chris Clements
391-753-8119

www.transiowaeg.com

4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994 Toll Free: 800.933.1190 Fax: 515.289.9995
We are an Affirmative Action, Equal Opportunity Employer



DISTRIBUTOR OF MUNICIPAL & CONTRACTOR EQUIPMENT

October 31, 2011

City of Clear Lake
15 N 6th Street
Clear Lake, IA 50428

To Whom It May Concern,

We are pleased to offer for your consideration this proposal for 1 new 2011 Elgin Model Pelican NP Sweeper. Trans-Iowa Equipment will honor the Minnesota State Contract Pricing that is available to the City of Clear Lake.

The following are listed line items and prices based on the attached Minnesota State Contract form.

1.0	Elgin Pelican NP	\$151,609.00
3.1	AM/FM Radio CD	STD
3.2	High Back Air Ride Seat - R/H	895.00
4.1	Dual Gutter Broom	8,530.00
4.14	Rear View Camera	STD
4.17	Broom Tilt R/H	1,595.00
5.2	Engine Pre-Cleaner	385.00
7.3	LED Strobe W/Wiring and Guard	740.00
7.9	LED Stop/Tail/Turn/Clearance	795.00
7.10	Strobe Lights in Battery Cover	865.00
7.15	Cab Limb Guard R/H	1,100.00
9.2	Lower Roller Washout	390.00
10.1	Service Manual (sweeper)	115.00
11.1	Two Year Warranty Parts/ Labor	2,140.00
11.2	Initial 50-100 Hrs Service Package	710.00
14.0	Delivery to Clear Lake 106 miles@\$5.50	583.00
	Total	\$170,452.00
	Less Trade (1998 Elgin Pelican) With Engine Repaired	- 10,000.00
	Price after Trade	\$160,452.00

Note: Trade without engine repaired add \$3,000.00 for a total trade of \$163,452.00

Estimated Delivery 12 to 14 weeks from order

Includes operator and mechanic training at the city location.

Thank you for the opportunity to submit this proposal on behalf of your equipment needs. If I can be of any further assistance feel free to contact me at any time.

Authorized Signature _____

Date _____

Sincerely,
Eric Thorson
Trans-Iowa Equipment, LLC

www.transiowaec.com

4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994 Toll Free: 800.933.1190 Fax: 515.289.9995

We are an Affirmative Action, Equal Opportunity Employer

Spec. #980-311
 3 Wheel Street Sweeper
 S-843(5)

STATE OF MINNESOTA
 PRICE PAGE

MARCH 2011

Vendor Name: MacQueen Equipment, Inc.
 Contact Person: Dan Gage
 Street Address: 595 Aldine Street
 P.O. Box: _____
 City, State, Zip: St. Paul MN 55104
 Phone #: 651.645.5726
 Toll Free #: 800.832.6417
 Fax #: 651.645.6668
 Email Address: dgage@macqueneeq.com

Version of Excel used: _____ 2007

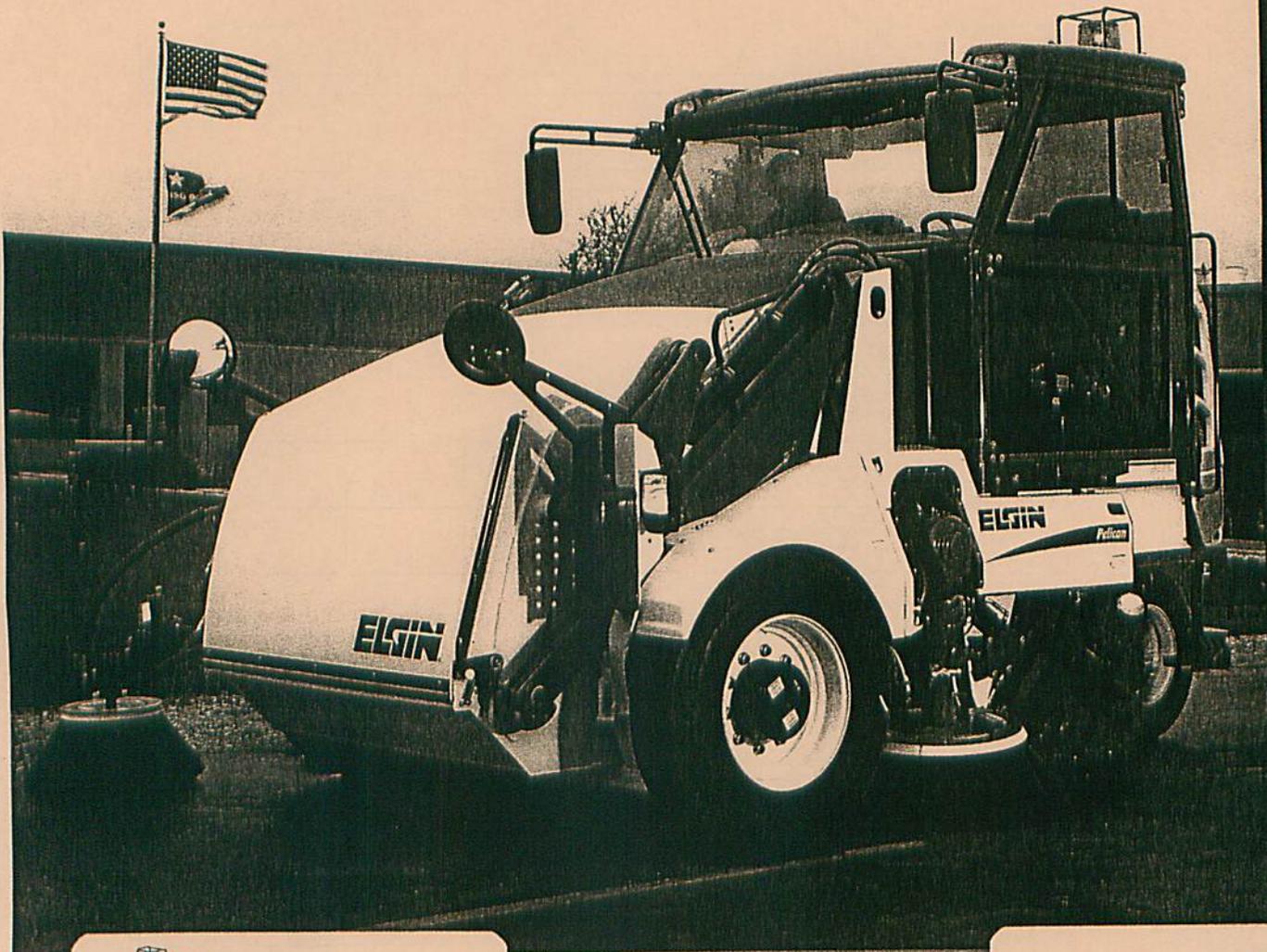
Spec. #	Information Requested	Answer
1.0	3 WHEEL STREET SWEEPER	
	MAKE AND MODEL	Elgin Pelican NP
	Engine HP	100 HP
	Engine Type (sleeved, counter balanced, etc.)	Tier 3 John Deere 4045TF, wet sleeve, counter balanced
	Fuel Tank	Diesel Tank 35 Gallons
	Are air conditioning/tinted windows included?	Air conditioner, heater vent/defrost integral, tinted windows
	Gauges	Engine low temp, engine oil pressure, fuel speedometer, odometer, broom pressure gauges, hour meter, low hydraulic warning, tachometer
	Alternator	120 Amp
	Battery	Maintenance free 12 volt, 924 CCA battery
	Electrical Protection Type	Wiring harness to have color and word coded wires, terminals to be crimped and soldered. All circuits protected with auto-reset circuit breakers
	Transmission	Hydrostatic. Variable displacement pump and two separate variable displacement motors, automatically controlled to produce required torque with single pedal control. Power shall be evenly distributed through planetary torque hubs from wheel drive motors. System to be protected by 10 micron filter with in cab restriction indicator.
	Tire Size and Type	Tubeless Radials, 11R x 22.5 Load Range "G", 9R x 17.5 Load Range "H"
	Lights other than operating lights	Stop, Tail, Turn. Gutter Broom spot Light, Multiple Beam Head Lights,
	Brakes	Parking brake positively and mechanically applied to drive wheels. Full power enclosed hydraulic internal expanding shoe brakes. Hydrostatic transmission provides dynamic hydrostatic braking.
	LH side Window	Pop out
	RH Side Window	Pop out
	Side Broom, type and diameter	Vertical digging type, 36 Diameter
	Main Broom, type and width	68 x 35 Broom. Variable Speed 80 to 140 RPM, Operator Controlled
	Sweeper Path	8ft. Minimum
	Broom Drive	Hydraulic drive, variable speed through fixed displacement pump
	Hopper size and type	
	Water tank, size and type	220 Gallon polyethylene tank. Run dry water pump.

Vendor Name: MacQueen Equipment, Inc.
 Contact Person: Dan Gage
 Street Address: 595 Aldine Street
 City, State, Zip: St. Paul MN 55104
 Phone #: 651.645.5726
 Toll Free #: 800.832.6417
 Fax #: 651.645.6668
 Email Address: dgage@macqueen1eq.com

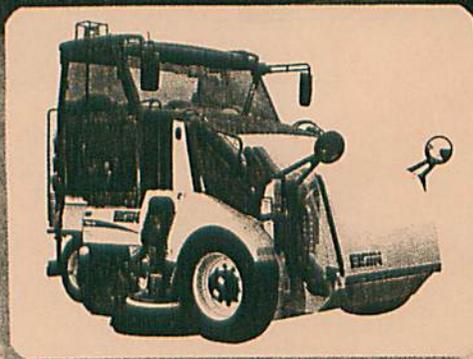
Version of Excel used: 2007

Spec. #	DESCRIPTION	Qty	Price	Subtotal
2.0	PRICE FOR SET OF FLUID AND AIR FILTERS (Standard)			
2.1	PRICE FOR SET OF REPAIR PARTS AND OPERATING MANUALS (Standard)			
3.0	CAB ACCESSORIES: Offer operator station options. Number items starting 3.1, 3.2, etc.			
3.1	AMFM Radio CD Player w/map lights			
3.2	High Back Air Ride Seat each		895.00	
3.3	Sliding Rear Window		725.00	
3.4	Heated Motorized Mirrors		700.00	
3.5	Heated Hand Adjustable Mirrors		285.00	
3.6	Steel Doors w/sliding window		2500.00	
4.0	SWEeper OPTIONS: Offer broom/sweeping options. Number items starting 4.1, 4.2, etc.			
4.1	Dual Gutter Broom		6530.00	
4.2	Auto Lube Midwest Single		4960.00	
4.3	Auto Lube Midwest Dual		5570.00	
4.4	Auto Lube Vogel Single		5570.00	
4.5	Auto Lube Vogel Dual		6845.00	
4.6	Broom Hour Meter		335.00	
4.7	Broom Upgrade Strip, Double Wrap		440.00	
4.8	Strip Broom upgrade		800.00	
4.9	Poly Gutter broom per side		105.00	
4.10	Lower Roller Deflector		425.00	
4.11	Conveyor Stall Alarm		585.00	
4.12	Carbide Dirt Shoes		960.00	
4.13	Water Fill Hose Quick Disconnect		455.00	
4.14	Rear View Camera System (Standard)			
4.15	Left Side Camera in Addition to Rear View Camera		460.00	
4.16	Delete Rear View Camera		385.00	
4.17	Broom Tilt (Per Side)		1595.00	
4.18	Broom Tilt with Position Indicator (Per Side)		1860.00	
4.19	Front Mounted Broom		11275.00	
5.0	ENGINE/TRANSMISSION ACCESSORIES: Offer engine and powertrain options. Number 5.1, 5.2, etc.			
5.1	Battery Disconnect		160.00	
5.2	Engine Pre Cleaner		385.00	
5.3	Premium Radiator Hoses		250.00	
5.4	Hydraulic Temp Shutdown		75.00	
5.5	Hydraulic Level Shutdown		360.00	
5.6	Hydraulic Temp & Level Shutdown		420.00	
5.7	Traction Assist		3420.00	
5.8	Block Heater		285.00	
5.9	Magnetic Drain Plug		130.00	
5.10	Cold Weather Start		480.00	
6.0	TIRES: Offer tire/rim options. Number 6.1, 6.2, etc.			
6.1	Spare Drive Wheel and Michelin Tire		670.00	
6.2	Spare Drive Wheel only		565.00	
6.3	Spare Guide Wheel and Michelin Tire		800.00	
6.4	Spare Guide Wheel only		510.00	
7.0	LIGHTS/CAB EXTERIOR: Offer options and number 7.1, 7.2 etc.			
7.1	Single Beacon Light with Guard includes Wire and Mount		645.00	
7.2	Dual Beacon Lights with Guard includes Wire and Mount		1075.00	
7.3	LED Strobe w/wiring and guard (single)		740.00	
7.4	LED Strobe w/wiring and guard (dual)		1275.00	
7.5	Rear Light Mounting Rail		600.00	
7.6	Rear Light Mounting Rail wire, mount, guard one light		755.00	
7.7	Rear Light Mounting Rail wire, mount, guard two lights		1075.00	
7.8	LED Arrow Stick		1445.00	
7.9	LED Stop/Tail/Turn/Clearance		795.00	
7.10	Strobe Lights in Battery Cover		865.00	
7.11	LED Lights in Battery Cover		1055.00	
7.12	Dual Cab Forward Facing Flood Lights		385.00	
7.13	Sealed Beam Broom Work Lights ILO Standard (each)		120.00	
7.14	Armored Reflectors		125.00	
7.15	Limb Guard each		1100.00	
7.16	Two Rear Floods & Backup Light		415.00	
7.17	Clearance Lights		190.00	
7.18	Arrow Stick		2200.00	
8.0	HOPPER ACCESSORIES: Offer hopper accessory options.			

8.1	Number items 8.1, 8.2, etc.			
8.2	Hopper liner		3650.00	
9.0	WATER SYSTEM: Offer water system options. Number 9.1, 9.2, etc.			
9.1	PM 10 Dust Suppression Single or Dual		2900.00	
9.2	Lower Roller Wash Out		390.00	
9.3	Wash Down System		565.00	
10.0	OTHER OPTIONS: Offer attachment options. Numbers starting 9.1, 9.2, etc.			
10.1	Service Manual		115.00	
10.2	John Deere Service Manual		175.00	
10.3	Optional Paint Color must be RAL (Standard White)		955.00	
11.0	PERFORMANCE OPTIONS/WARRANTY OPTIONS: Use this section to offer performance/warranty options. Numbers starting 11.1, 11.2, etc. (Specify years, miles or hours extended term covers.			
11.1	Extended Warranties Two year warranty parts & labor		2140.00	
11.2	Qualified Eigna representative: Hub oil, engine oil, and filter replacement. Hydraulic oil filter replacement and labor. Complete new customer Q&A, operator refresher session.		710.00	
11.3	Eigna representative: Hub oil, engine oil, and filter replacement. Engine fuel filter, air filter, safety element, hydraulic filter replacement included labor. Complete new customer Q&A, operator refresher session. (can be renewed annually)		1950.00	
12.0	NEW EQUIPMENT RENTAL PROGRAM If rental programs are available on the new equipment offered, with the options to purchase, list the hourly/weekly, monthly, rental rate, indicate the percent of rental fee paid by the purchaser that applies to the purchase price. See Special Terms and Conditions. Hourly Rental Rate: Weekly Rental Rate: 2650.00 Monthly Rental Rate: Percent (%) of Rental Fee applied to Purchase Price: If the new rental equipment is purchased and finance charges are applicable for the actual rental term only, state the actual interest rate here: _____			
13.0	Vendor Owned Rental Return or Demo Equipment Program See Special Terms and Conditions DEDUCT cost per Used Hour from the original Contract Price. 35.00			
14.0	Delivery Starting Point: City, State, Zip Code: St. Paul MN 55104 5.50			
15.0	Discount Off List Price for Related Parts and Accessories See Special Terms and Conditions %			



Pelican®



S Model – Mechanical



PW Model – Hydraulic Waterless



P Model – Hydraulic

ELGIN
Subsidiary of Federal Signal Corporation

Pelican Three-Wheel Broom Sweeper

To assure that the legendary Elgin Pelican® continues to meet the needs of its customers and the industry, Elgin Sweeper raised the bar and set a new benchmark for the industry standard. Based on a design that has been continually perfected since 1914, the new and improved Pelican combines maneuverability, economy, serviceability, and single-lane dumping with a sweep system that easily handles heavy, compacted dirt and bulky debris, as well as smaller particles found in the street.

If you need an all-around sweeper with incredible digging power the Pelican is the perfect solution.

- Isolation-mounted cab for cleaner, quieter, more comfortable operation
- Improved visibility
- Enhanced ease of operation
- Increased durability, stability, and maneuverability
- Easier access for service and maintenance

With so much to offer - and customized with your choice of options - the new Pelican is sure to fit your needs.

Your Choice of Sweep Systems

Equip your Pelican with the sweep system that best suits your needs. Both hydraulic and mechanical systems provide exceptional digging power in heavy, compacted dirt, as well as effective pickup of light or bulky debris.

1 Hydraulic Sweep System

Controlled by engine rpm and operated independently of ground speed and direction, the Pelican's broom speed provides digging power at slow or zero ground speeds. A foot pedal controls speed and sweeper direction through the hydrostatic transmission.

2 Mechanical Sweep System

Also controlled by engine rpm and operated independently of ground speed and direction, the S design provides exceptional digging performance by driving the brooms directly through an integrated hydraulic clutch for higher broom torque.

3 Hydraulic Sweep System with Waterless Dust Control

All the advantages of the standard P, with the added benefit of vacuum fugitive dust control that provides superior dust containment without the use of water.

4 Outstanding Maneuverability

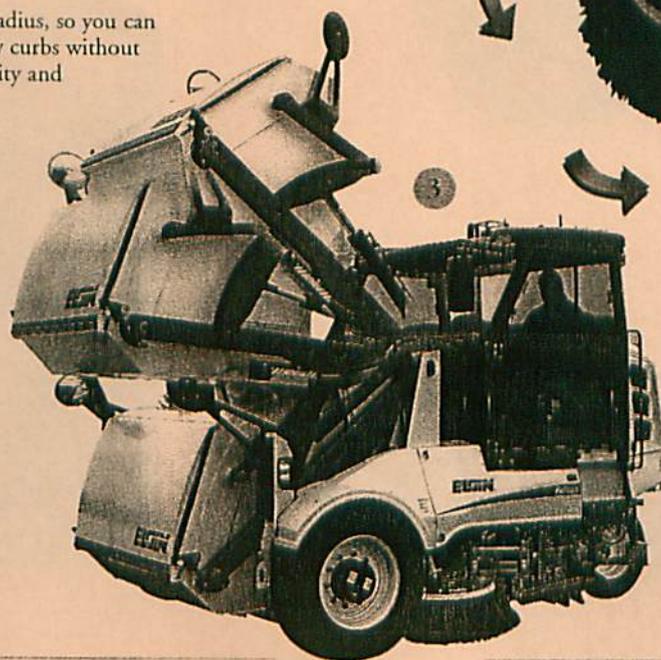
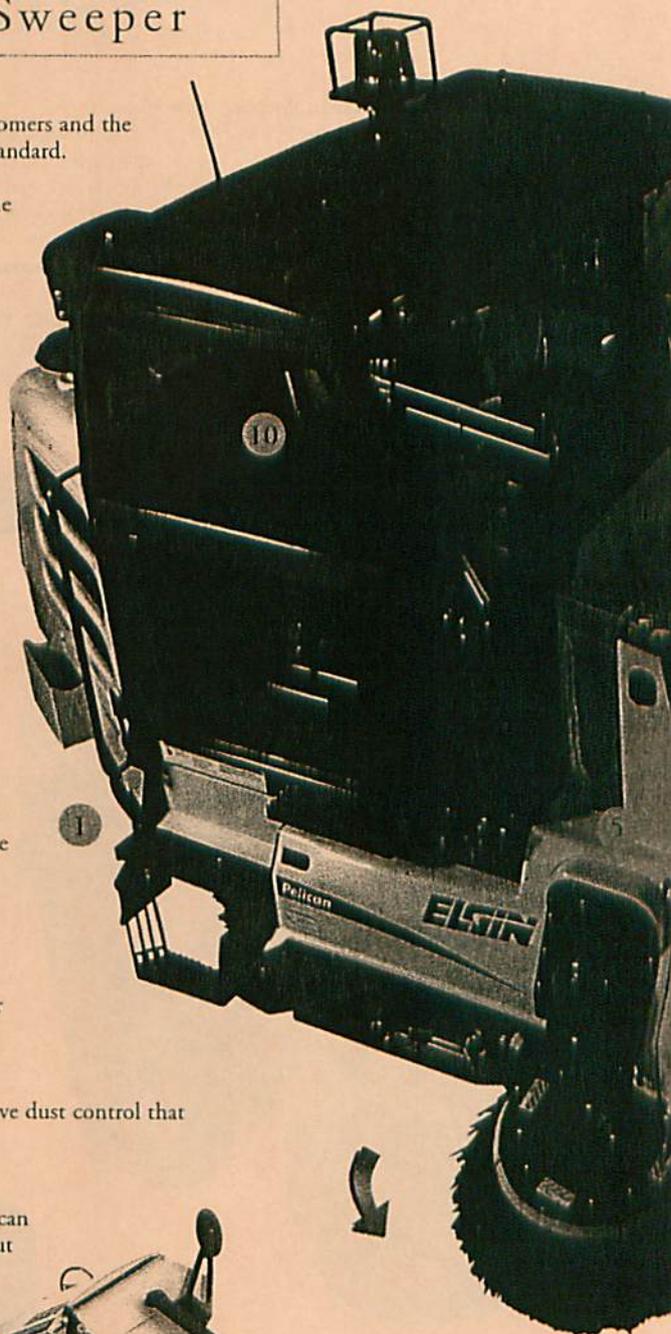
The Pelican features a high steering angle and a small turning radius, so you can make quick turns, sweep extremely close to obstacles and follow curbs without climbing or scuffing tires. Dual tire guide wheels increase stability and steering traction.

5 No Jam™ Debris Conveyor

The exclusive conveyor system features molded-in full width cleats that move large debris without jamming. The high-strength belt material on the conveyor delivers long wear for maximum uptime. A built-in washdown provides quick and easy clean-up.

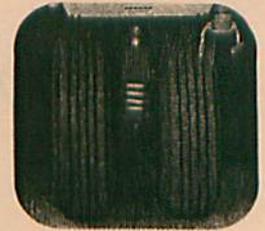
6 Variable Height Front Dump Hopper

Ideal for single-lane dumping for minimal traffic interruption and increased safety, the hopper can be dumped from ground level up to 9 ft 6 in (2895 mm) high. The load can be easily observed from the cab by lifting and rolling the hopper. The hopper's large, 3.6 yd³ (2.8 m³), 9,000 lb (4082 kg) capacity provides maximum sweeping time. For easy inspection, the hopper rolls out and rests on the ground.



④ **Sprung Guide Wheel**

The shock-absorbing, two-spring suspension design increases your comfort in the cab while reducing stress on the sweeper frame-especially when operating in pothole conditions or on rough, uneven roads.



⑤ **Durable, Purpose-built Chassis**

The Pelican's heavy-duty construction and compact frame ensures a tight turning radius and years of reliable, low-maintenance operation. A balanced design provides stable sweeping and dumping. The hopper load is positioned low between the two front wheels for outstanding balance and safety. The axle support and hopper lift system are integral parts of the chassis.

⑥ **Low-Maintenance Drive System**

Featuring a unique wheel motor design that delivers outstanding power with minimal maintenance, the Pelican can handle steep grades with no problem. Integrated sensors provide precise road speed measurement and adjust power requirements according to the load.

⑦ **Heavy-Duty Brake System**

The Pelican features three caliber, full-power disc brakes and a dynamic braking design that significantly reduces wear on service brakes. All brake components are easy to access and economical to maintain.

⑧ **Corrosion-Resistant Water System**

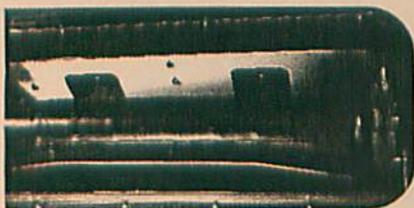
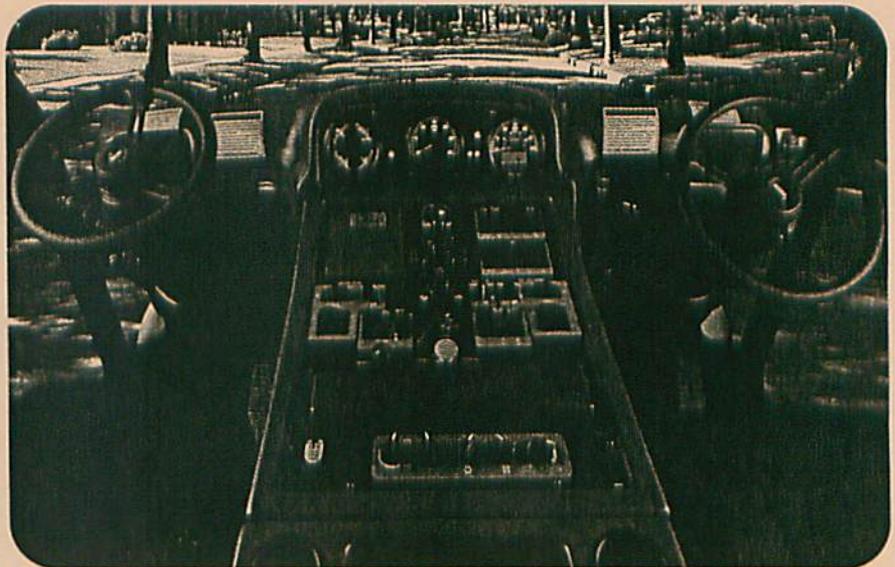
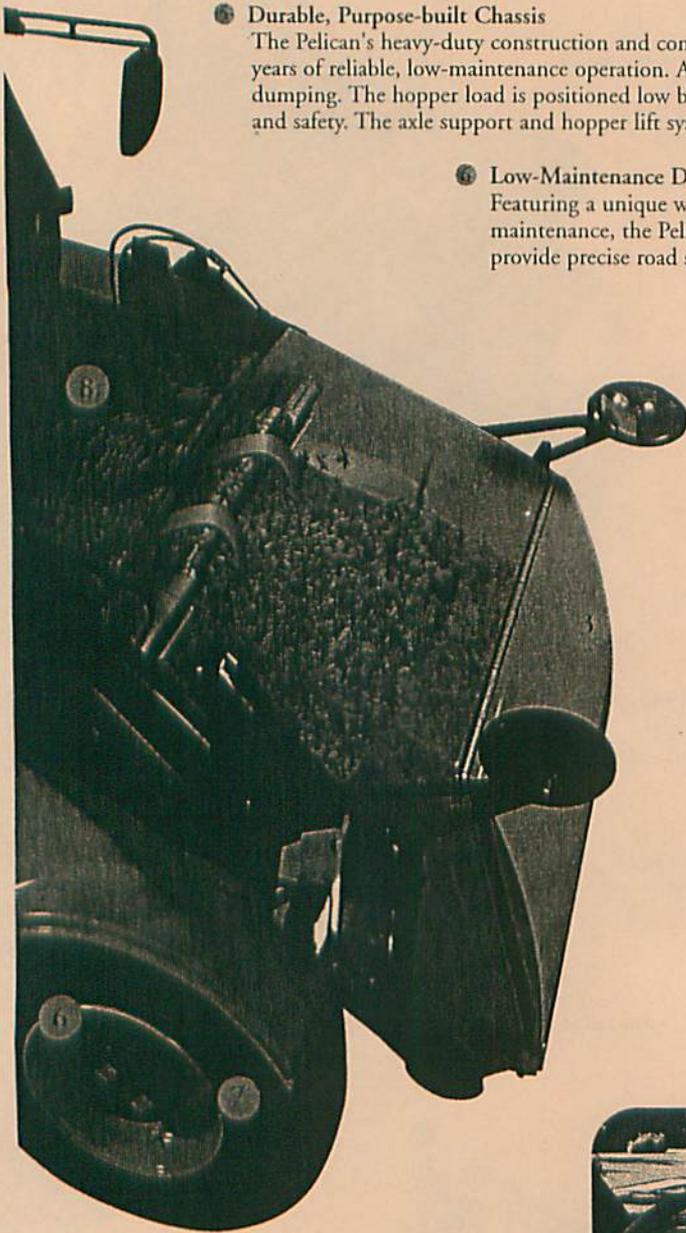
Corrosion resistant polyethylene water tank supplies the dust suppression system with 220 gallons (833 L) of water. The exclusive Elgin water pump on the Pelican can run dry without damaging the machine's water system. For operator convenience and ease of maintenance, a water level gauge is fully visible from the cab.

⑨ **Long Life, Low Maintenance Components**

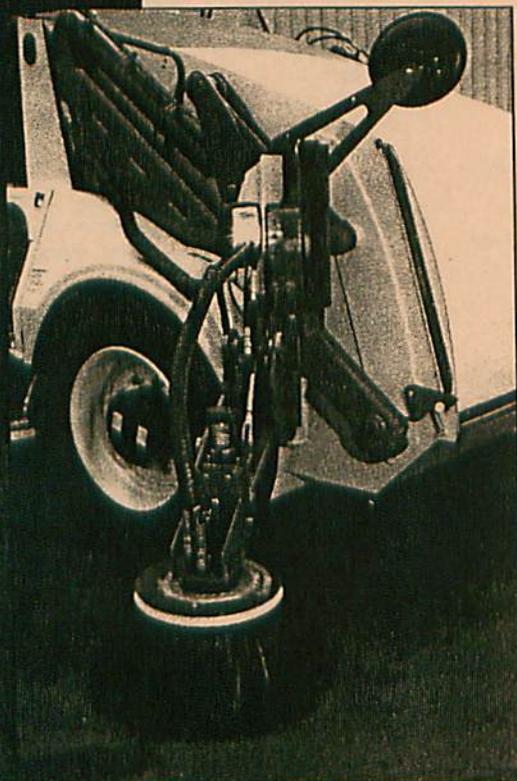
Easy servicing lowers ownership costs and increases sweeper usage. O-ring face seal hydraulic fittings assure leak-free connections, while the electrical system's waterproof snap-together connectors and stamped color-coded wires provide quick identification. To ensure easy monitoring of fluid levels, the hydraulic tank directly behind the cab features a sight glass inspection tube.

⑩ **Efficient, Comfortable Cab**

The clean, quiet, comfortable and spacious isolation-mounted cab features large windows, wide see-through doors and a full-width windshield for 360° visibility. The center console is easily accessed from both left and right driving positions. Fingertip controls include illuminated and graphically identified gauges and rocker switches.



Wheel Base	127.4 in (3236 mm)
Overall Length	16 ft (4877 mm)
Height with cab	9 ft 10.5 in (3010 mm)
Width outside tires	8 ft 6 in (2591 mm)
Curb-to-curb turning radius	15 ft (4572 mm)
Sweeping path:	
• One side broom	8 ft (2438 mm)
• Two side brooms	10 ft (3048 mm)
Empty Weight:	
• One side broom	13,590 lb (6170 kg)
• Two side brooms	14,262 lb (6482 kg)
Travel speed	20 mph (32 Km/h)
Engine (make and type)	John Deere 4045TF150
Horsepower	99 hp (74 kW) @ 2,500 RPM



Your local Elgin Dealer is:

Specifications subject to change without notice.
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Available Enhancements

Front Third Broom

The third broom enhancement adds a new dimension in productivity. This front-mounted tool can be used for weed removal on its fixed-height, high speed broom rotation setting and extended reach broom sweeping on its full-floating, normal speed setting.

Limb Guard

Heavy-duty guards surround cab and protect sweeper by guiding low-hanging tree limbs up and over the Pelican.

Additional Enhancements

- Auto-Lube™ automatic lubrication system
- LifeLiner™ hopper liner
- Air conditioner
- Rotating beacon or strobe light
- Air suspension seat
- Conveyor, lower roller washout
- Sliding rear window
- In-cab side broom tilt

Value-Added Services

Elgin's commitment to you continues long after the sale.

- Genuine Performance Matched Parts
- Elgin Training Center
- Customized leasing and financial services
- Highest resale value in the industry

Warranty

Elgin Sweeper Company backs the Pelican sweeper with a one-year limited warranty. The Pelican is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty information. The ESCO/FSM warranty shall not apply to major components or trade accessories such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires, and batteries that have a separate warranty by the original manufacturer.

ELGIN
Subsidiary of Federal Signal Corporation

Elgin Sweeper Company
 Subsidiary of Federal Signal Corporation
 1300 W. Bartlett Road, P.O. Box 537
 Elgin, Illinois, U.S.A. 60121-0537
 Phone: (847) 741-5370
 Fax: (847) 742-3035
www.elginsweeper.com

Sweep System-Power

Engine

Make John Deere 4045TF150
 Type 4 cylinder diesel
 Displacement 276 cu. in. (4.5 L)
 Bore 4.19 in (106.43 mm)
 Stroke 5.0 in (127 mm)
 Compression ratio 17:1
 Horsepower 99 HP (74 kw) @ 2,500 RPM
 Torque 274 ft-lbs (372 Nm) @ 1,400 RPM
 Fuel tank capacity 35 gal (132.5 L)

Standard Accessories

Full flow oil filter, mechanical governor, dual safety element dry-type air cleaner with in-cab restriction indicator, fuel filter, counterbalanced, wet sleeve
Instrumentation
 Panel Full vision, illuminated
 Gauges Speedometer/odometer, tachometer, engine hour meter, engine temperature, oil pressure, voltmeter, fuel, hydraulic oil temperature and water fill

Sweep System-Components

General Specifications

Wheel Base 127.4 in (3236 mm)
 Overall Length 16 ft 0 in (4877 mm)
 Height with cab 9 ft 10.5 in (3010 mm)
 Width outside tires 8 ft 6 in (2591 mm)
 Curb to curb turning radius 15 ft (4572 mm)
 Sweeping path:

One side broom 8 ft (2438 mm)
 Two side brooms 10 ft (3048 mm)

Weight:

One side broom 13,590 lbs (6170 kg)
 Two side brooms 14,290 lbs (6482 kg)

Travel speed Up to 20 mph (32 Km/h)

Hydrostatic drive Single foot pedal for forward/reverse

Hyd service brakes

Tires:

Front 11R22.5 14ply (2)
 Rear 10R17.5 16 ply (2)

Wheels:

Front Steel disk type
 Rear Dual steel disk type mounted on alloy steel axle
 Sprung guide wheel

Cab

Type ISO mounted
 Structural steel tube frame
 Sealed w/ 100% filtered air intake Sound insulated
 Doors See-thru with sliding upper windows
 Opening From rear
 Dust protection Rubber gasket sealed
 Windows Safety glass with tinted windshield and tinted sun visors, 360° visibility
 Tinted upper glass
 Dome light
 Heater pressurizer with defroster Multi vent air disbursement
 Windshield wipers 2 speed intermittent, with washers, stalk actuation
 Mirrors Inside (1); outside, dual west coast with convex inserts and (2) 10 in. oval
 Seat(s) 21" wide deluxe foam cushion with belt(s)
 Steering Tilt and telescoping steering column

Main Broom

Diameter 35 in (889 mm)
 Length 66 in (1676 mm)
 Type Prefab. disposable, polypropylene double wrapped at both ends
 Core Steel reversible
 Digging pressure & wear control in cab
 Hydraulic float
 Lift control In cab hydraulic raise and lower
 Drive Hydraulic motor
 Mounting Hydraulic cylinder suspended
 Speed Variable with engine RPM

Gutter Broom

Type Vertical digger
 Diameter 36 in (914 mm)
 Disc construction Steel plate
 Speed Variable with engine RPM
 Flexibility In-cab positioning hydraulic float
 Drive Hydraulic motor
 Mounting Free floating
 Adjustment In/out (recoil spring), up/down
 Digging pressure/wear control
 Hydraulic, in cab, pressure sensing
 Broom material Tempered steel wire

Conveyor

Type Chevron cleat reinforced rubber belt
 Speed Variable with engine RPM
 Flexibility 9 in. (229 mm) oscillation for large object passage
 Drive Hydraulic motor, chain and sprocket drive
 Bearings Sealed self-aligning, re-lube

Debris Hopper

Capacity volumetric 3.6 yd³ (2.8 m³)
 Material volume 3.5 yd³ (2.6 m³)
 Hopper lift and dump control Electro-hydraulic in-cab
 Maximum dump height Up to 9 ft 6 in (2895 mm)
 Time to tilt hopper 17 sec
 Time to retract to working position 21 sec
 Design lift capacity 9,000 lbs (4,080 kg)
 Frontal dumping Standard

Electrical System

Hot stamped and color coded wiring, alternator/regulator-unitized, 120 ampere, Battery - 12 volt, group 31, 925 CCA, 180 min. reserve. Lights - halogen sealed multiple beam headlights, combination stop and tail lights, adjustable side broom lights, directional signals with hazard switch. Safety horn, electronic back up alarm, sweep flashers.

Hydraulic System

Hydrostatic Drive Electronically controlled
 Variable displacement pump
 Variable displacement motor
 Fittings 'O' ring face seal type
 Reservoir capacity 33 gal (106 L)
 Reservoir level Externally readable
 Inlet strainer 100 mesh
 Filter Return, 10 micron absolute, full flow
 Filter restriction indicator In cab
 Breather/Fill Cap 10 micron

Water Spray System

Tank construction Polyethylene
 Tank capacity 220 gal (832 L)
 Fill hose 16 ft 8 in (5080mm) with hydrant coupling
 Wash down Integral cascade hopper/conveyor wash
 Pump Diagram with run dry capability
 Spray nozzles Atomizing, adjacent to each broom
 Controls On/off, volume high/low in-cab
 Filter Non-corrosive housing, 100 mesh screen
 Cleanable anti-siphon fill standard.

Brake System

Service
 Multi Caliper Disc type
 Hydraulically applied
 Power Assisted
 Park
 -Wet Disc multi pack with spring applied hydraulically released push/pull activation
 -Interlock to prevent drive through if applied

Available Enhancements

Waterless Dust Control
 Dual controls - right and left side brooms, seats, and operator controls for operation from either side for sweeping in direction of traffic
 Remote adjustment
 Heated mirrors
 Side broom tilt
 Automatic lubrication system
 Lifeline® hopper liner
 Air conditioner in-cab
 Beacon light with protector
 Strobe light with protector
 Electric side broom tilt indicator
 Broom hours and mileage recorder
 Diesel cold weather start aid
 Limb guards
 Extended warranty
 Sliding rear window
 Litter hose
 Front Broom

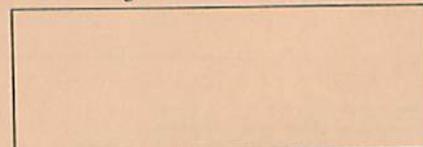
Finish

Powder Coat:
 Undercarriage in standard
 Elgin gray
 Body in choice of 186 colors
 Consult factory for color chart

Chassis

Chassis is fully welded; formed channel and boxed tube style with jack points

Your Elgin Dealer is:



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 Federal Signal Corporation is listed on the NYSE by the symbol FSS.

Warranty

Sweeper 1 year parts and labor
 Engine Consult factory

ELGIN
 Subsidiary of Federal Signal Corporation



Elgin Sweeper Company
 1300 W. Bartlett Rd.
 Elgin, Illinois, U.S.A. 60120-7529
 847-741-5370 Phone
 847-742-3035 Fax
 www.elginsweeper.com

Effective 6/08
 Specifications subject to change without notice
 P/N: 0705332-B

Pelican P

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE 28E INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF MASON CITY, THE CITY OF CLEAR LAKE, CERRO GORDO COUNTY, AND THE E911 SERVICE BOARD TO PROVIDE THE ADDITIONAL SERVICE OF CODE RED WEATHER WARNING IN CONJUNCTION WITH THE OUTBOUND EMERGENCY NOTIFICATION SYSTEM (OTHERWISE KNOWN AS "REVERSE 911" SYSTEM)

WHEREAS, the City Council of City of Clear Lake, Iowa, has previously authorized the approval of a 28E Intergovernmental Cooperation Agreement between the City of Mason City, the City of Clear Lake, Cerro Gordo County and the E911 Service Board for an outbound emergency notification system (otherwise known as "Reverse 911" System, and

WHEREAS, the City of Clear Lake, desires to amend the current contract with Emergency Communications Network (Code Red providers) to provide the additional service of Code Red Weather Warning system, and

WHEREAS, the E911 Board will not be participating in the Code Red Weather Warning system so the distribution of cost for that service will be divided among the City of Mason City, the City of Clear Lake and Cerro Gordo County.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clear Lake, Iowa:

Section 1: That the amendment to the current contract with Emergency Communications Network and to the Intergovernmental Cooperation 28E Agreement should be and the same is hereby approved.

Section 2: That the Mayor and City Clerk and the City of Clear Lake should be and are hereby directed and authorized to execute any and all such documents to effect the execution of the amendment and to carry out the intent and purpose of the resolution and 28E Agreement.

PASSED AND APPROVED this 7th day of November, 2011.

CITY OF CLEAR LAKE, IOWA

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk



911 SERVICE BOARD
Cerro Gordo County Courthouse

220 N Washington Ave Mason City, IA 50401-3254
 Tom Drzycimski, Service Board Coordinator
 Phillip Dougherty, Service Board Chairman

(641) 421-3075
 FAX (641) 421-3088

October 31, 2011

TO: Scott Flory, Mike Lashbrook, Steve O’Neil, Kevin Pals, Greg Peterson, Bob Platts, and Brent Trout

CC: Heather Mathre and Pam Ricke

FROM: Tom Drzycimski

SUBJECT: CodeRED Weather Warning Cost Allocation

Gentlemen:

Brent asked me to put together some numbers for each entity’s cost for the CodeRED Weather Warning system if it was allocated by population. My understanding is that the first year cost for the system is \$5,000 for the entire county and \$7,500 for each year thereafter. Going strictly by percentage of population, the allocations look like this:

Table 1. CodeRED Weather Warning Cost Allocation

Entity	2010 Census	% of Total Population	Year 1	Each Year Thereafter
Clear Lake	7,777	17.61	\$880.50	\$1,320.75
Mason City	28,079	63.60	\$3,180.00	\$4,770.00
Balance – Cerro Gordo County	8,295	18.79	\$939.50	\$1,409.25
Total	44,151	100.00	\$5,000.00	\$7,500.00

Annual cost for the existing CodeRED system is allocated according to Section 7 of the 28E Agreement entered into by Clear Lake, Mason City, Cerro Gordo County, and the 911 Service Board in the summer of 2009. The original cost for the entire county was \$15,000. We now benefit from a discount on the annual cost and as a result pay \$13,500 annually. Current costs to each entity for the existing system are as follows:

Table 2. CodeRED Existing Cost Allocation

Entity	Current Percentage	Current Cost
Clear Lake	12.33	\$1,664.55
Mason City	21.00	\$2,835.00
Cerro Gordo County	10.00	\$1,350.00
E911 Service Board	56.67	\$7,650.45
Total	100.00	\$13,500.00

July 14, 2011

Page 2

The allocations for Clear Lake and Mason City shown in Table 2 were based on the number of phone lines in each community. The distribution of phone lines has not changed appreciably in the past two years. Therefore, changes to this cost allocation scheme are not recommended at this time.

It is important to note that the E911 Service Board is limited by state code in how it spends the receipts collected from surcharges on phone lines. These are the \$0.50 surcharge per wire line and the portion of the \$0.65 surcharge per wireless line we get from the state. While using surcharge funds towards the cost of the current CodeRED system is permissible, using surcharge to pay for the Weather Warning system would not be under Chapter 34A.

If the costs from Tables 1 and 2 are added together, each entity's total obligation for the current and weather warning systems would be:

Table 3. Total Obligations for CodeRED Services

Entity	Year 1	Each Year Thereafter
Clear Lake	\$2,545.05	\$2,985.30
Mason City	\$6,015.00	\$7,605.00
Cerro Gordo County	\$2,289.50	\$2,759.25
E911 Service Board	\$7,650.45	\$7,650.45
Total	\$18,500.00	\$21,000.00

There are two options for formalizing the cost allocations for the weather warning system. The first would be to develop a new 28E Agreement solely for the purposes of the weather warning system. If the existing 28E Agreement would be amended, the Service Board would also have to approve it since it was a party to the original agreement. It would need to be explicitly stated in the amendment that the Service Board is not responsible for paying a portion of the costs of the weather warning system.

Brian Choyka, from Emergency Communications Network, sent me an electronic flyer and testimonials for the weather warning system this morning. If you would like copies of these for meetings with your elected officials, please let me know and I can forward his e-mail to you.

As of yet, I have not scheduled a meeting with the Supervisors to discuss adding this system. I wanted to have the cost allocation ironed out before doing so.

Please feel free to contact me if you have any questions.

WHEN RECORDED RETURN TO:

Tom Drzycimski
220 N. Washington Ave.
Mason City, IA 50401

Preparer Information: Tom Drzycimski, 220 N. Washington Avenue, Mason City, IA 50401

(641)421-3075

First Addendum to 28 E Agreement

This First Addendum to 28E Agreement amends the 28E Agreement recorded as Doc. # 2009-6482 in the Office of the Cerro Gordo County Recorder, by and between the City of Mason City (hereinafter "Mason City"), the City of Clear Lake (hereinafter "Clear Lake"), the Cerro Gordo County E911 Service Board (hereinafter the "Service Board") and the County of Cerro Gordo (hereinafter the "County") pursuant to Iowa Code Chapter 28E providing for cooperation between governmental agencies.

WHEREAS, in 2009, Mason City, Clear Lake, the Service Board, and the County agreed to select Code Red to provide outbound emergency notification to the county; and

WHEREAS, Cerro Gordo County was designated as the lead agency under the 28E Agreement recorded as Doc. # 2009-6482; and

WHEREAS, Mason City, Clear Lake, and Cerro Gordo County have determined that it is in their citizens' best interests to add the Code Red Weather Warning Service to the existing service already provided by the Emergency Communication Networks' Code Red system.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Addendum to Cost Allocation in 28E Agreement. The consortium members hereby agree that Section 7, "Cost Allocation," in the existing 28E Agreement is amended by adding the following to the existing provisions in said section:

A. Weather Warning Service. The consortium members hereby agree to the allocation of costs related to the acquisition and installation of, and ongoing agreements for the Code Red Weather Warning Service as follows:

1) The costs for the first year and each year thereafter for the Code Red Weather Warning Service shall be allocated proportionately by the following percentages which are based on 2010 U.S. Census data:

City of Clear Lake	17.61 percent
City of Mason City	63.60 percent
Cerro Gordo County	18.79 percent

2) The Cerro Gordo County E911 Service Board shall not be responsible for paying any part of the Code Red Weather Warning Service due to statutory limitations on how it may expend revenues derived from phone surcharges.

3) Consortium members agree that no party shall assume any responsibility for the accountability of funds expended by the others or compliance with applicable Iowa statutes or other laws.

4) Should a consortium member withdraw from this agreement pursuant to Section 12, said member shall be responsible for its share of incurred costs at the time of withdrawal. Costs after the effective date of the member's withdrawal shall be equally divided among the remaining consortium members, not including the Service Board.

2. Effect on Other Provisions. This Addendum has no effect on any other provision of the 28E Agreement entered into by the consortium members and recorded as Doc. # 2009-6482. Except for sections amended herein, all other provisions of the 28E Agreement recorded as Doc. # 2009-6482 shall remain in full force and effect.

3. Execution of Addendum. The parties shall approve this Addendum by resolution or motion of the respective board or council, which shall authorize the execution of this Addendum. It will then be filed in the office of the Iowa Secretary of State and the Recorder of Cerro Gordo County, in accordance with Chapter 28E of the Code of Iowa. The Addendum shall become effective when recorded in the Cerro Gordo County Recorder's Office and shall remain in effect

unless terminated as provided in the 28E Agreement recorded as Doc. # 2009-6482. This is the entire agreement between the parties and it may be amended only upon the agreement of all parties and only in writing. The laws of the State of Iowa apply to this Addendum.

In Witness Whereof, the parties have caused this Addendum to be executed in four separate counterparts, each of which shall be considered an original.

Executed by Cerro Gordo County, Iowa,
the ___ day of _____, 2011.

By: _____
Chairperson

Executed by the City of Mason City,
Iowa, the ___ day of _____, 2011.

By: _____
Mayor

Executed by the City of Clear Lake, Iowa,
the ___ day of _____, 2011.

By: _____
Mayor

Executed by the Cerro Gordo County, Iowa,
E911 Service Board, the ___ day of _____,
2011.

By: _____
Chairperson

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CLEAR LAKE, IOWA

AND

VETERANS MEMORIAL GOLF CLUB FOUNDATION INC.

RECITALS

WHEREAS, on March 7, 2011, the City Council of the City of Clear Lake approved Resolution #11-24, "A Resolution Approving an Operating Agreement between the City of Clear Lake, Iowa, and the Veterans Memorial Golf Club Foundation Inc.;" and

WHEREAS, in consultation with the City's auditor, it has been determined that additional language regarding the use and oversight of the "Golf Course Capital Improvement Trust Fund", provided for in Section 5D of the Operating Agreement, is necessary.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

I. PURPOSE. This Memorandum of Understanding (MOU) is to provide guidance, define responsibilities, and establish procedures regarding the "Golf Course Capital Improvement Trust Fund" (the "Fund").

II. EFFECTIVE DATE. This MOU becomes effective upon signature by the respective parties.

III. AMENDMENTS AND TERMINATIONS. The provisions of this MOU are continuous until such time applicable authorizations and/or responsibilities change. Amendments or revisions to this MOU may be proposed at any time by the organization having reason to recommend changes and incorporated herein on mutual consent of the MOU signatories. This agreement may be terminated by mutual consent of the MOU signatories or upon 90 days written notice by one or more parties to all parties of the MOU.

IV. SECTION CLARIFIED. The provisions of Section 5D of the Operating Agreement, which provides for the "Fund", shall be clarified as follows:

- A. The Fund established by the Operating Agreement comprises excess funds from each years operating budget and shall be used exclusively for capital improvements to preserve the golf course property and buildings.
 - B. The Fund is to be established as an interest bearing account administered and maintained by the Board of Directors of the Veterans Memorial Golf Club Foundation Inc. under its tax identification number.
 - C. The Veterans Memorial Golf Club Foundation Inc shall report annually to the City Council on the status of the Fund, but such report shall not be made before October 31st and not later than December 1st.
 - D. The Veterans Memorial Golf Club Foundation Inc shall consult with the City Council regarding the use of any excess resources of the Fund and any improvements made to preserve the golf course property utilizing excess resources of the Fund shall not be made without the reasonable concurrence of the City Council.
 - E. The Veterans Memorial Golf Club Foundation Inc shall submit to the City, on or before December 1st of each year, for the succeeding year, a proposed budget that identifies any proposed expenditures to be made from the Fund. The City shall provide its response to the proposed budget on or before December 31st of the current calendar year.
 - F. Upon the discovery of an emergency or an unforeseen need for a capital expenditure, the Veterans Memorial Golf Club Foundation Inc and the City shall work together in good faith to address the need for the capital expenditure, if it is to be paid for from the proceeds of the Fund.
 - G. Interest income generated by the Fund shall constitute part of such fund. Any funds on balance in the Fund at the expiration of the Veterans Memorial Golf Club Foundation Inc.'s occupancy agreement for the Golf Course shall belong to the City.
- V. SUCCESSORS AND ASSIGNS. This MOU shall be binding upon and shall inure to the benefit of the Parties and their respective assigns.

VI. GOVERNING LAW. This MOU shall be governed by and construed according to the laws of the State of Iowa, with venue in Cerro Gordo County, Iowa.

PASSED and APPROVED by the Clear Lake City Council & Mayor this 17th day of October, 2011.

CITY OF CLEAR LAKE, IOWA:
CLUB:

VETERANS MEMORIAL GOLF

By:

By:

Mayor

President

ATTEST:

City Clerk

Secretary

MATTHEW F. BERRY
ATTORNEY AT LAW
306 MAIN AVENUE
P.O. BOX 187
CLEAR LAKE, IOWA 50428-0187

TELEPHONE: 641-357-7296
FAX: 641-357-7693
berrylaw@netins.net

Member of the
Minnesota Bar

November 4, 2011

Mr. Scott Flory
City Administrator
City of Clear Lake
15 North 6th Street
P. O. Box 185
Clear Lake IA 50428-0185

Dear Scott:

This letter is being sent to follow up on our meeting of October 13, 2011, concerning the Development and Easement Agreement regarding Les Nelson's property. I am sorry for the delay in getting back to you regarding this matter. Les Nelson, Kent Hall, and I had to discuss the meeting that you and I had.

Les Nelson proposes the following changes to the Development and Easement Agreement.

Throughout the agreement the owner of the property should be referred to as Leslie E. Nelson, as Trustee of the Leslie E. Nelson Revocable Trust or "LNRT".

In Article I, Section 1 under LNRT's Obligations concerning the existing drain tile we propose to strike Existing Drain Tile Abandonment and replace it with the following:

Existing Drain Tile Removal. The existing 21" drain tile that intersects Lot 10 shall be removed by LNRT as a part of the project. LNRT shall be liable and hold harmless the City of Clear Lake, Iowa, for any liability due to damages being caused to the owner of property located at 2101 North Shore Drive, Clear Lake, Iowa, due to the removal of said existing drain tile.

In Article I, Section 1, the paragraph titled Replacement Storm Sewer Line the second sentence would read as follows: The replacement "Storm Sewer Line" shall be closely centered within the proposed easement area.....

Mr. Scott Flory
November 4, 2011
Page 2

Les Nelson will agree to all of the provisions contained in the agreement under Article II, Grant of Easement, Section 1 with it being a 15-foot wide easement and no shrubs, fencing, or obstructions being placed in the easement area.

Les Nelson requests that I point out that the existing seawall is a functional seawall in order to retain dirt from going into the lake and will remain where it is placed.

In Article III, Improvement of LNRT Property, Section 2, the first sentence would be changed to read as follows: LNRT and its consulting engineer agree to solicit a minimum of two sealed competitive bids for the work proposed herein, which shall be opened and read jointly by LNRT and the City of Clear Lake at a mutually agreeable time.

In Article IV, Reimbursement by the City, Section 4, would be renumbered as Section 1 and changed to read as follows: Cost Share by the City. The City agrees to pay up to 50% of the cost of the project not to exceed a maximum of a \$15,000 payment. The City may, if it chooses in its sole discretion, pay more than \$15,000 as its contribution to the project. The City's contribution shall be made on a reimbursement basis following submission of invoices, as prepared by LNRT's consulting engineer, for engineering and construction related costs, and accompanied by proof of payment from LNRT.

Les Nelson would propose that the paragraph in Article V, Miscellaneous Provisions, concerning Warranty of Improvements be stricken. Once the engineers certify the project as acceptable to be received by the City we believe that Les Nelson's duty to have the project properly constructed should end.

The paragraph in Article V concerning Indemnification would be changed to read as follows: LNRT and the City shall mutually indemnify and hold each other harmless from any and all claims or liability in any way arising from the negligence of LNRT or the City or their agents, successors, assigns, contractors, or employees in connection with the construction of the improvements to be dedicated to the City pursuant to this agreement.

Les Nelson would propose that in Article V there be added after the Non-Waiver paragraph the following: Grant of Building Permit. Upon completion of standard permitting requirements required of all residents of the City, the City will issue a building permit to LNRT or any future owner of Lots 10 and 11 of Jones & Axelsen's Subdivision to Clear Lake, Iowa, to build a residence on the lot that will have a maximum of a 52-foot length.

Please contact me after you have had an opportunity to review these proposed changes. As you will note, Les Nelson is agreeing that the City will have a 15-foot easement and he will be responsible for all the costs in excess of \$30,000 unless the City decides to participate.

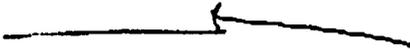
Mr. Scott Flory
November 4, 2011
Page 3

Les Nelson believes that he has made significant concessions to the City of Clear Lake in order to get an agreement approved that will be beneficial to both parties.

In the event that the City can accept the agreement as initially drafted by you and amended by this letter, please send me a draft in final form that can be submitted to the City Council for approval.

Please contact me if you have further questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew F. Berry", with a horizontal line extending to the left and a small arrowhead pointing left at the end of the line.

Matthew F. Berry

MFb:dn

DEVELOPMENT AND EASEMENT AGREEMENT

This Development and Easement Agreement (this "Agreement") is executed, delivered, and made effective as of _____, 2011 (the "Effective Date"), by and between the following parties: the City of Clear Lake, Iowa, (hereinafter referred to as the "City"), 15 N. 6th Street, P.O. Box 185, Clear Lake, IA 50428 and Les Nelson Investments

WITNESSETH:

Background Information and Preliminary Statements

- A. **Developer's Property.** "LNI" is the fee simple owner to title of a parcel of land consisting of two (2) platted lots, known locally as 2103 & 2105 North Shore Drive; and legally described as Lots 10 & 11 of Jones & Axelsen's Subdivision to Clear Lake; Cerro Gordo County, Iowa (hereinafter referred to as "LNI's Property").
- B. **Existing Drain Tile.** There is an existing 21" drainage tile that intersects Lot 10 (2103 North Shore Drive), which is currently an undeveloped lot, and serves as the sole overland and subsurface water outlet for a 21-acre watershed to Clear Lake.
- C. **Site Redevelopment.** LNI intends to sell "LNI's Property" to a third-party for purposes of constructing a new single-family residential dwelling on the "LNI Property". Said redevelopment to be subject to all the necessary State and local permitting processes.
- D. **Purpose of the Agreement.** In order to provide for the safe, efficient, and orderly redevelopment of the "LNI Property", the parties have agreed that it is necessary to grant a certain permanent easement over; impose certain development restrictions on; and construct certain stormwater infrastructure improvements on the "LNI Property". Thus, the parties propose, by this Agreement, to evidence and set forth herein their respective rights and obligations with respect to such matters.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, as set forth in the foregoing Preliminary Statements, and of the mutual promises herein set forth, and for the amount of \$10.00 and other good and valuable consideration paid, the parties do hereby grant and convey to each other the following easement and do hereby make the following related agreement, subject to the following terms, conditions, covenants, restrictions and provisions, intending to be legally bound hereby:

ARTICLE 1

LNI'S Obligations

Section 1. LNI's Obligations. LNI, at its initial sole cost and expense, agrees to and shall design, construct, install and substantially complete, or cause to be designed, constructed, installed and substantially completed, the following infrastructure improvements on Lot 10 (2103 North Shore Drive) of "LNI's Property" by not later than May 1, 2012:

Existing Drain Tile Abandonment. The existing 21" drain tile that intersects Lot 10 shall be sealed off and filled with sand, aggregate material, or other suitable fill material and properly abandoned.

Replacement Storm Sewer Line. A replacement underground storm sewer pipe (the "Storm Sewer Line") of not less than 24" in diameter shall be extended from the point of connection with the City's storm sewer collection system to outlet into Clear Lake. The replacement "Storm Sewer Line" shall be centered within the proposed easement area and shall consist of a 24" High Density Polyethylene Pipe (HDPE) carrier pipe and be contained within a steel casing pipe. The "Storm Sewer Line" is intended to provide drainage for the roadway and an area of discharge of stormwater from the developed parcels within the 21-acre watershed (depicted in the attached Figure 2). All construction pursuant to this Section shall be accomplished in accordance with plans prepared by an Iowa licensed professional engineer and shall be subject to approval by the City.

Overland Drainage Swale. There shall be constructed and maintained a 10' wide overland drainage swale within the proposed easement area which is capable of conveying runoff during times when the "Storm Sewer Line" is at hydraulic capacity and experiences surcharging.

Section 2. Changes to Infrastructure. Notwithstanding any provision of this Agreement to the contrary, the City and LNI acknowledge that it may be necessary during the construction process, to make alterations or modifications to some of the Infrastructure. Accordingly, LNI shall have the right to make alterations or modifications to the Infrastructure, provided such alterations or modifications do not materially and adversely affect the general location(s), function(s) or serviceability of the same.

Section 3. Definition of Substantially Complete. For purposes of Section 1 hereof, the term "substantially complete" shall mean that the construction of the items in question shall have been completed (except for punch list and punch list-type items) in accordance with the plans and specifications therefor, such items are operational and usable, and such substantial completion shall have been certified by LNI's consulting Engineer.

Section 4. Consultation with Neighboring Property Owner. As a prerequisite to final approval of this agreement by the City Council, LNI shall have consulted with the adjacent property owner located at 2101 North Shore Drive and provide a written statement from the property owner regarding their approval or disapproval of the proposed improvements. In the event the adjacent property owner does not approve of the improvements, the Council may reconsider this Agreement.

ARTICLE II

Grant of Easement

Section 1. Storm Sewer and Drainage Easement. Subject to the terms and conditions set forth in this Agreement, LNI hereby grants and conveys to the City and its successors and assigns, a perpetual, exclusive easement and right-of-way (hereinafter called the "Storm Sewer & Drainage Easement") on, over, across and through that portion of "LNI's Property" which is graphically shown on Exhibit A attached hereto (hereinafter called the "Storm Sewer & Drainage Easement Area") for the purposes of connecting to, using and discharging storm water runoff into the "Storm Sewer Line" to be constructed by LNI pursuant to Section 1. Said "Storm Water & Drainage Easement" shall not be less than 15' in width horizontally and run the entire length of the property, from North Shore Drive to Clear Lake. The "Storm Sewer & Drainage Easement" area shall at all times remain free from decorative hard landscaping features (e.g., retaining walls, etc.) and related improvements, soft landscaping features (e.g., trees, shrubs, plants, etc.), fencing, irrigation systems, air conditioning condenser units, window wells, and lighting.

ARTICLE III

Improvement of the LNI Property

Section 1. Approval of Plans and Specifications. The City shall have the right to approve any proposed plans, drawings and specifications for the construction of any improvements to be constructed on any portion of the "LNI Property" prior to the commencement of construction of the Improvement. LNI agrees that it shall not commence construction of any Improvement until the City approves the Plans and Specifications therefor (such approved Plans and Specifications being hereinafter called the "Approved Plans and Specifications"), and that any Improvements constructed shall be constructed in accordance with the Approved Plans and Specifications therefor. The proposed plans and specifications shall include all measures necessary to protect the neighboring property from potential damage as the result of construction.

Section 2. Contractor bids & approval. LNI and its consulting engineer agree to solicit sealed competitive bids for the work proposed herein, which shall be opened and read aloud publicly at a date and time mutually agreeable to the City and LNI. The City shall have the right to review the bid of the lowest cost contractor's bid proposal and determine the sufficiency and adequacy of the bid. The level of financial participation on the part of the City, as described herein, shall be limited to that of the least costly bid proposal, determined by the City to be sufficient.

Section 3. Dedication and Maintenance of Public Improvements. LNI shall, without charge to the City, upon installation of all of the storm sewer improvements and any other appurtenances described herein, unconditionally give, grant and fully dedicate such storm sewer and any other appurtenances including without limitation all such facilities that are

located within the Easement area, to the City, free and clear of all monetary encumbrances, together with easements, including without limitation the Project Area Easement, as may be reasonably necessary for the operation and maintenance of such storm sewer and other appurtenances. After such dedication and acceptance thereof by the City, said storm sewer and other appurtenances shall thereafter for all purposes be under the jurisdiction of, and shall be maintained by, the City.

Section 4. Certificate of Acceptance. Promptly after completion of construction of the infrastructure improvements described herein, submittal of as-built documents, and upon written request of LNI to the City, the City, following proper inspection, testing, approval and acceptance, shall execute and deliver to LNI a "Certificate of Acceptance". The "Certificate of Acceptance" shall be the City's conclusive determination that the construction of such improvements has been completed in accordance with this agreement. If the City refuses or fails to issue its "Certificate of Acceptance" within 30 days of the City's receipt of LNI's letter requesting acceptance, then the City shall, within 30 days after written request by LNI, provide LNI with a written statement indicating, in adequate detail, what LNI has failed to adequately complete, or how LNI is believed to otherwise be in default, and what measures or steps will be necessary for LNI to perform in order to obtain such "Certificate of Acceptance". Said "Certificate of Acceptance" shall not be unreasonably withheld by the City.

ARTICLE IV

Reimbursement by the City

Section 4. Cost Share by the City. The City agrees to pay up to _____% of the cost of the project, not to exceed \$15,000. The City's contribution shall be made on a reimbursement basis following submission of invoices, as prepared by LNI's consulting engineer, for engineering and construction related costs, and accompanied by proof of payment from LNI. Any costs associated with modifications and other work to the LNI property's seawall shall not be in addition to the level of financial participation by the City, as described in this paragraph.

ARTICLE V

Miscellaneous Provisions

Warranty of Improvements. LNI hereby warrants all improvements dedicated to the City pursuant to this agreement against defects due to faulty materials or workmanship which appear within 24 months from the date of acceptance of the dedication of such improvements as provided for in this agreement [the "Warranty Period"]. If a condition is discovered that in the opinion of the City is covered by the warranty, then the City shall provide to LNI a written notice stating the nature of the defect and the anticipated action necessary to correct such defect. LNI shall have a period of 30 days following delivery of

such notice in which to commence good faith efforts to cure such defect. LNI shall pay for all damages to City property or easements and all other costs incurred by the City as a result of such defect.

Indemnification. LNI shall indemnify, defend and hold harmless, the City, its departments, boards, commissions, officers, agents, employees and consultants, from any and all claims or liability in any way arising from the negligence of LNI, its agents, successors, assigns, contractors or employees in connection with the construction of the improvements to be dedicated to the City pursuant to this agreement.

Contractor Insurance. Contractors engaged by LNI to construct the improvements required by this agreement shall, prior to commencing such work, submit to the City acceptable written proof of insurance.

Non-Waiver. This Agreement is not intended to address any particular condition(s) of development approval and shall not be construed in any manner as a waiver of any such conditions.

Authority. The undersigned covenant and represent that they are fully authorized to enter into and to execute this Agreement.

Voluntary Agreement. The Parties hereby represent and acknowledge that this Agreement is given and executed voluntarily and is not based upon any representation by any of the Parties to another party as to the merits, legal liability, or value of any claims of the Parties or any matters related thereto.

Review and Consultation. The Parties acknowledge that they have been afforded an opportunity to consider this Agreement and the terms and conditions set forth herein, and that they have read and understood the terms of the Agreement and have been given an opportunity to consult with their respective counsel prior to executing this Agreement

Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of Iowa.

Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable by a court of competent jurisdiction the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement or the rights and obligations of the Parties have been materially altered or abridged.

Entire Agreement. This Agreement is complete and sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such

representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

Agreement for Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other Person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third Person.

Covenants Run With the Land. It is intended that the covenants, easements, agreements, promises and duties of each party, as set forth in this Agreement, shall be construed as covenants and not as conditions and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenantor and the land.

IN WITNESS WHEREOF, the parties have caused this Development Agreement to be executed by their duly authorized representatives, to be effective as of the date first above written.

LNI:

By: _____
Printed: _____
Title: _____

CITY:

By: _____
Printed: _____
Title: _____

RESOLUTION No. _____

A RESOLUTION ACCEPTING WORK

WHEREAS, on June 20, 2011 the City of Clear Lake, Iowa, entered into a contract with KWS, Inc, of Cedar Falls, Iowa, for the EECBG Street Light Retrofit Project, within the City, as therein described; and

WHEREAS, said contractor has fully completed the construction of said improvements, known as the EECBG Street Light Retrofit Project, in accordance with the terms and conditions of said contract and plans and specifications, as shown on the certificate of the Engineer filed with the Clerk on November 3, 2011:

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

Section 1. That said report of the Engineer 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 \$18,000.

PASSED AND APPROVED this 7th day of November, 2011.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

November 3, 2011

Scott Flory, City Administrator
City of Clear Lake
15 North 6th Street
Clear Lake, Iowa 50428

**RE: EECBG Street Light Retrofit Project
Clear Lake, Iowa
FINAL PAYMENT CERTIFICATE**

Dear Mr. Flory:

This is to verify that the contractor for the above project, KWS Inc., has completed to the best of our knowledge, the work identified as complete in compliance with the contract documents.

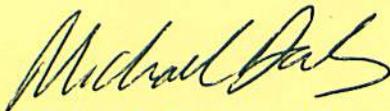
Total Original Contract Amount	\$18,000.00
Total Contract Items Completed	\$18,000.00
Less Retainage (3%)	<u>\$540.00</u>
CURRENT AMOUNT DUE	\$17,460.00

The Contractor has satisfactorily completed all work. It is recommended that the City make final acceptance of the project. Upon the elapse of 30 days following final acceptance and providing no claims have been filed, the retainage of \$540.00 should be paid to the Contractor.

Please do not hesitate to call if you have any questions.

Sincerely,

YAGGY COLBY ASSOCIATES



Michael L. Danburg, PE
Project Engineer

TKM/jmm
11065/legal/paycert_final.doc

cc: KWS Inc, P.O. Box 96, Cedar Falls, Iowa 50613



**YAGGY
COLBY**

ASSOCIATES
*Celebrating 40 Years
of Excellence*
1970 - 2010

ENGINEERS

LANDSCAPE ARCHITECTS

SURVEYORS

PLANNERS

Mason City Office:

215 North Adams
Mason City, IA 50401
641-424-6344
641-424-0351 Fax

Rochester Office:
507-288-6464

Mpls/St Paul Office:
651-681-9040

Delafield Office:
262-646-6855

November 3, 2011

Scott Flory, City Administrator
City of Clear Lake
15 North 6th Street
Clear Lake, Iowa 50428

**RE: EECBG Street Light Retrofit Project
Clear Lake, Iowa
CERTIFICATE OF COMPLETION**

Dear Mr. Flory:

As evidenced by the Final Payment Certificate dated November 3, 2011 all construction work on the project has been satisfactorily completed.

Based on our review of submittals and observation of the installation of the street lights, it is Yaggy Colby Associates' opinion that the completed work is in general conformance with the approved project plans and specifications. This letter serves as our certificate of completion for the project.

If we can be of further service, please do not hesitate to call.

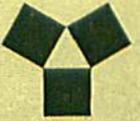
Sincerely,

YAGGY COLBY ASSOCIATES



Michael L. Danburg, PE
Project Engineer

TMc/MLD/jmm
11065/legal/client_1.doc



**YAGGY
COLBY**

ASSOCIATES
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1970 - 2010

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Mason City Office:

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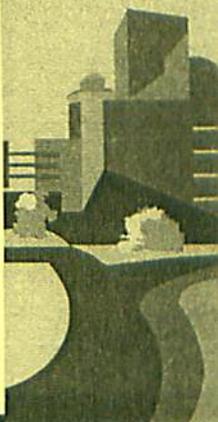
507-288-6464

Mpls/St Paul Office:

651-681-9040

Delafield Office:

262-646-6855



2011.11.04

The Honorable Nelson Crabb
Mayor, City of Clear Lake
City Hall
P.O. Box 185
Clear Lake, Iowa 50428

Dear Mayor Crabb:

On October 17, the board of directors of the Clear Lake Economic Development Corporation [CLEDC] voted unanimously to enter into a joint resolution of merger with the Mason City Economic Development Corporation and the North Iowa Corridor Economic Development Corporation. The joint resolution, which has also been approved by the MCEDC and Corridor boards, directs the officers of the CLEDC to complete actions necessary to permit the corporation to be legally merged into the North Iowa Corridor by December 31, 2011. The resolution references and approves a series of recommended actions by a joint task force assembled to direct the legal merger.

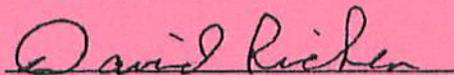
One issue requiring resolution is the mechanics of the CLEDC funding stream from the City of Clear Lake. The city currently directs 20% of 5% of its hotel/motel tax collections to the CLEDC to support economic development efforts in the area, which is then passed through the CLEDC to the Corridor. The recommendation of the CLEDC Board of Directors is to request that effective January 1, 2012, those funds be allocated directly to the Corridor, as the CLEDC will have since been dissolved via merger.

The City of Clear Lake will experience no interruption in service from the Corridor during this period of legal transition; Corridor Executive Director Brent Willett will continue to provide quarterly updates to the council and all other existing communications and processes will continue.

On the behalf of the Board of Directors of the Clear Lake Economic Development Corporation, I respectfully request that the Clear Lake City Council approve directing its economic development corporation funding to the North Iowa Corridor Economic Development Corporation effective January 1, 2012 and for three years henceforth. The three year commitment of current funding levels will match that of the City of Mason City, which previously this year authorized as much.

Brent Willett will be on hand to speak to this request during your November 7 meeting. Thank you and your councilmembers for consideration of this request.

Very sincerely,



Dave Ricken, President
Clear Lake Economic Development Corporation

cc: Scott Flory, City Administrator
Randy Cram, President, NICECDC





November 3, 2011

The Honorable Nelson Crabb
City of Clear Lake
P.O. Box 185
Clear Lake, IA 50428

Dear Mayor Crabb & Council Members:

On behalf of the North Iowa Cultural Center and Museum, we would like to thank you for both your past and continued support of the Surf Ballroom & Museum. We are writing today with an official request for financial assistance from the City to complete the Surf Ballroom parking lot project as designed by RDG.

The Surf Ballroom's parking lot is in desperate need of repair. We have budgeted to proceed with a basic repair/patch project that would return the parking lot to a safe and functional condition and have budgeted \$135,000 for that purpose. However, we are aware of and have reviewed the RDG concept plan for redevelopment of the Surf Ballroom Parking lot and believe that if the lot were completed to the standard of the RDG plan that it would greatly improve the aesthetics of the entire Surf District.

We recognize and appreciate that thousands of dollars worth of public and private investments have been made in the district over the last several years and like you, desire that this very central and visible component of the district be improved to the highest standard possible. However, with the significant overhead costs associated with keeping the ballroom maintained and open to visitors, our budget only allows for us to fund a simple maintenance project. We would like to request the City of Clear Lake's assistance to make the implementation of the RDG concept plan a reality.

The RDG proposal included storm sewer, curb/gutter, islands and landscaping improvements that would greatly enhance the flow, functionality and aesthetics of the lot. The lot would be cored and patched as needed and finished with a two inch asphalt surface overlay. We propose that the North Iowa Cultural Center & Museum Non-Profit would pledge \$135,000 and would obtain financing locally to fund the remainder of the project and that the City of Clear Lake make annual payments to the Non-Profit in an amount sufficient to service and satisfy the loan over a ten year period via a development agreement between the two organizations.

We are convinced that our community will continue to benefit tremendously from the dollars spent by the visitors attracted to the Surf and feel that a portion of the taxes these visitors spend in our community should fund one of our community's greatest attractions. With that in mind, we would like to thank you for your annual support through the hotel/motel tax. Without that annual assistance and the generous donations of many, the viability of the Surf Ballroom as a tourist attraction and community entertainment venue would be in serious question.

~ continued ~

460 North Shore Drive • Clear Lake, IA 50428
Phone: (641) 357-6151 Fax: (641) 357-6822
www.surfballroom.com

We hope you agree that the opportunity to leverage the Surf Ballroom parking lot against the many public and private investments that have been made to the Surf District provides a once in a lifetime catalyst to address this important component of the overall plan. We believe that a strong partnership between the Snyder Family, the North Iowa Cultural Center & Museum and the City of Clear Lake will, for the first time in the Ballroom's history, ensure that it will continue to be a National treasure for generations of fans and visitors to our community.

Respectfully,



Jeff Nicholas
President, NICCM



Laurie Lietz
Executive Director, NICCM

Enclosures: RDG Concept Plan images (5); Veenstra & Kim Probable Cost Estimate



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)

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

Project: THE SURF BALLROOM PARKING LOT REHABILITATION
 Owner: SURE, LTD
 Location: CLEAR LAKE, IA

Job No.: 600-3
 Date: 1/13/2011
 Quantities By: Jason Petersburg
 Estimated By: Jason Petersburg

ITEM	Description	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Mobilization	LS	1	\$ 11,000.00	\$ 11,000
1.2	Pavement Removal	SY	1300	\$ 6.00	\$ 7,800
1.3	Storm Sewer Structure Removal	EA	4	\$ 500.00	\$ 2,000
1.4	Storm Sewer Intake	EA	3	\$ 3,000.00	\$ 9,000
1.5	Connect to Existing Storm Sewer Structure	EA	1	\$ 650.00	\$ 650
1.6	Storm Sewer Pipe	LF	600	\$ 40.00	\$ 24,000
1.7	Roof Drain Pipe	LF	160	\$ 30.00	\$ 4,800
1.8	Pavement Patching (1)	SY	3000	\$ 21.00	\$ 63,000
1.9	Curb Grinding - 7th Avenue Parking Lot Entrance	LF	34	\$ 16.00	\$ 544
1.10	PCC Parking Lot Entrance - 7th Avenue	SY	75	\$ 42.00	\$ 3,150
1.11	PCC Curb & Gutter - Islands	LF	1700	\$ 22.00	\$ 37,400
1.12	Light Fixtures (2)	EA	4	\$ 4,500.00	\$ 18,000
1.13	Electrical Circuits (3)	LF	260	\$ 10.00	\$ 2,600
1.14	HMA Overlay - 2" Thick	SY	9300	\$ 7.00	\$ 65,100
1.15	Island Landscaping (4)	EA	18	\$ 600.00	\$ 10,800
1.16	Parking Lot Striping	LS	1	\$ 2,500.00	\$ 2,500
1.17	Parking Lot Symbols	EA	25	\$ 50.00	\$ 1,250
1.18	Testing	LS	1	\$ 1,500.00	\$ 1,500

Subtotal \$ 265,094

Contingency (10%) \$ 26,509
 \$ -

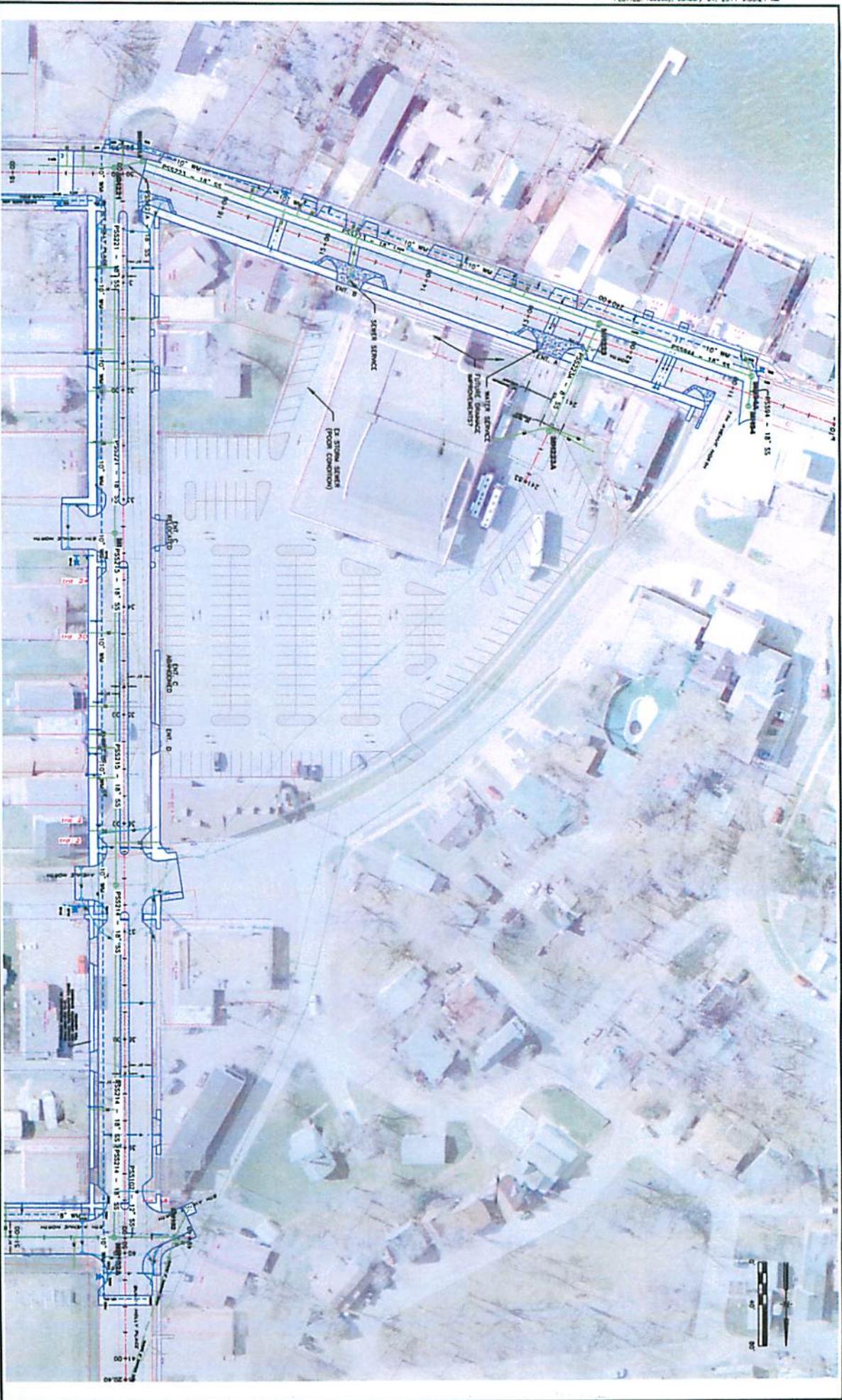
Engineering, Legal & Administrative (12%) \$ 34,992

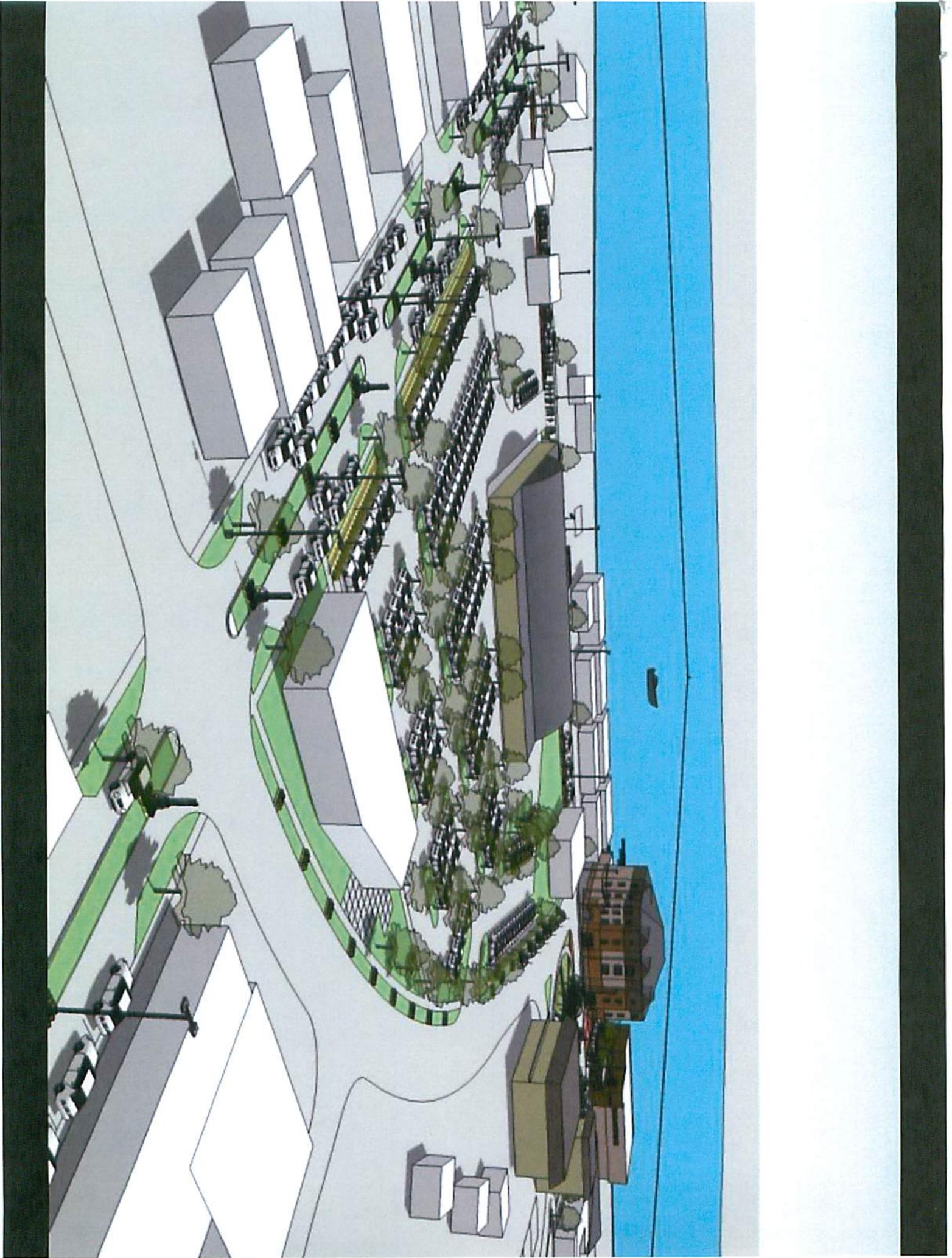
Total Estimated Project Cost \$ 326,596

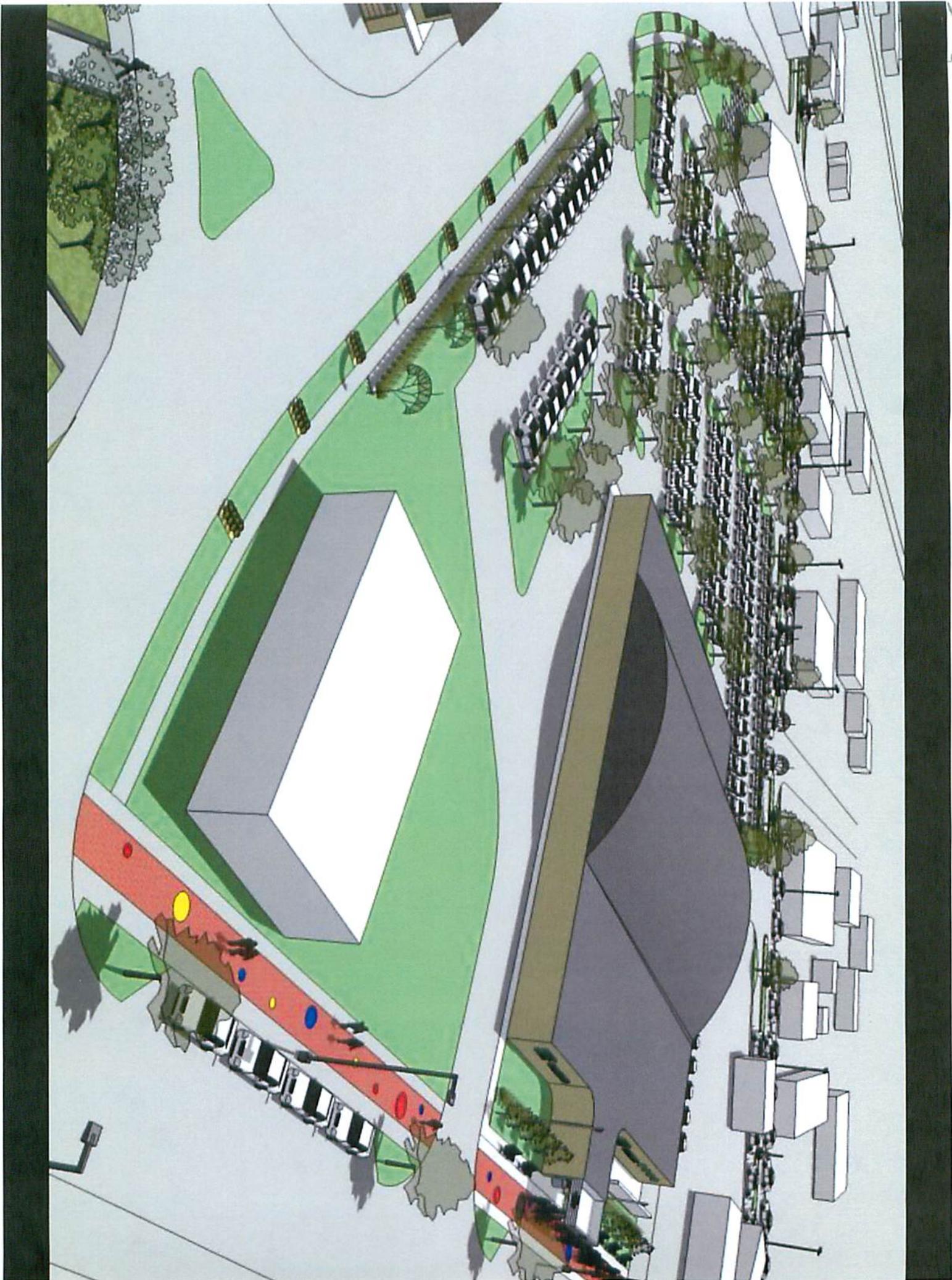
Notes:

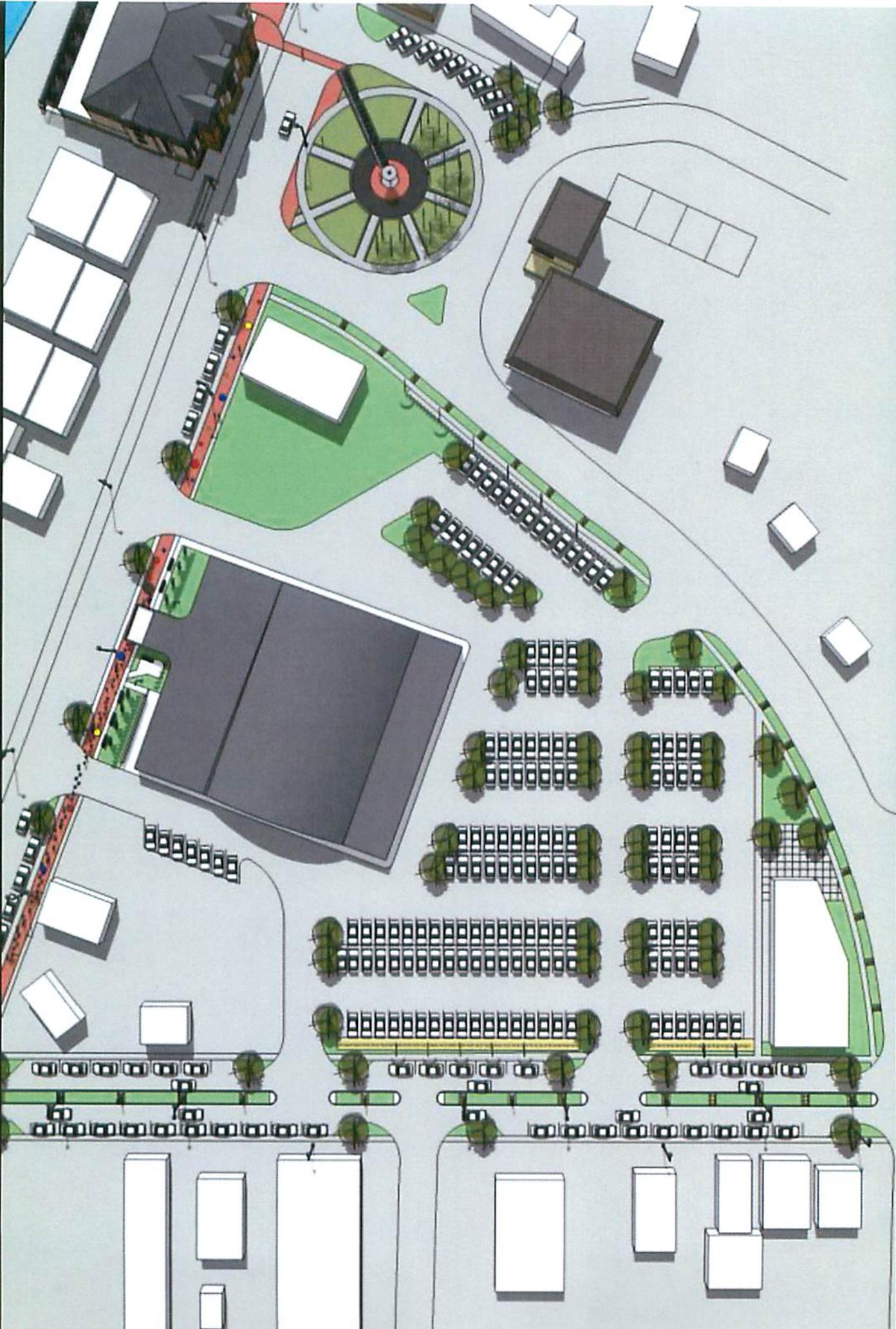
- (1) Bid Item includes pavement removal, excavation, 6" aggregate base, and 2" HMA Patch
- (2) Light Fixtures to match Record Park
- (3) Assuming electrical service is available along north wall of the Surf Building.
- (4) Includes topsoil, plantings, mulch.

DATE	REVISIONS	SCALE	VELOCITY SCALE	 2011/2012 CLEAR LAKE PROJECTS - SURF BALLROOM AREA CITY OF CLEAR LAKE	CITY / SURF PROJECTS COORDINATION BUDDY HOLLY PLACE NORTH SHORE DRIVE	PROJECT
						1













VENTURA

Sportsman's Paradise

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CITY ATTORNEY
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CLERK
ELSE B. TAYLOR

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JIM FREDERICK
PAT KUHLEMEIER
JOHN QUINTUS
BRIAN VAAGE

October 25, 2011

Greg Peterson
Police Chief
Clear Lake Police Dept.
511 1st Ave N
Clear Lake, IA 50428

RE: LAW ENFORCEMENT AGREEMENT EXTENSION

Dear Chief Peterson:

The Ventura City Council discussed extending the law enforcement agreement with the Clear Lake Police Dept. at their regular meeting last night. The present agreement expires on June 30, 2012.

The Ventura City Council intends to negotiate a new agreement for law enforcement services with the City of Clear Lake.

Should you need more information or require further detail, please give me a call.

Sincerely,

Else Taylor
City Clerk