



# CITY OF CLEAR LAKE

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

Mayor  
NELSON P.  
CRABB

April 2, 2015

City  
Administrator  
SCOTT  
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

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

## COUNCIL MEMBERS

DANA  
BRANT  
Ward 1

ITEM #6D. **City Hall Roof Replacement Project**. The City Council allocated funding in the FY 15 amended City budget for replacement of the roof at City Hall. The existing roof, which is divided into several sections, has deteriorated quickly over the past few years. It was last replaced approximately 20 years ago and lacks appropriate insulation and is developing leaks more frequently.

TONY J.  
NELSON  
Ward 2

At the March 2<sup>nd</sup> City Council meeting, the Project consultant reviewed the proposed Project and the Council set the date for a bid letting and public hearing on the proposed Project's plans & specifications for April 1<sup>st</sup> and April 6<sup>th</sup>, respectively.

JIM  
BOEHNKE  
Ward 3

The estimated cost of construction for a new rubber membrane roof, with insulation, is approximately \$159,000. At the April 1<sup>st</sup> bid letting, there were a total of two bids received. The lowest responsive responsible bid was submitted by Midwest Roofing in the amount of \$141,500.

MIKE  
CALLANAN  
At Large

It is anticipated the construction would begin in late –April and be substantially completed by May 22<sup>nd</sup>.

GARY  
HUGI  
At Large

ITEM #6E. **Development Agreement Assignment**. The City Council previously entered into a Development Agreement with Windmill Realty LLC. In that Agreement, Windmill Realty LLC, the Developer, agreed to construct a 340,000 sq. ft. regional warehouse & distribution center and employ, ultimately 164 FTE positions, with an average annual earnings of \$39,000/year and a cumulative payroll of roughly \$6.5 million. Additionally, the Developer agreed to a minimum valuation for property tax purposes of not less than \$12 million. The Project was, of course, constructed in the "Larry Luker Memorial Industrial Park", lots 6 & 7. As part of the Development Agreement, the City agreed to provide certain tax incentives to the Developer. The Agreement included language regarding the prospective "assignment" of the Development Agreement from Windmill Realty LLC to a successor entity. The original developer has



satisfactorily performed its obligations and it and the successor entity, McKesson Corporation, now wish to request approval of assignment of the Development Agreement by the Council.

**Smart Quote: "People won't have time for you if you are always angry or complaining." -- Stephen Hawking, theoretical physicist**

Scott Flory  
City Administrator

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

TENTATIVE AGENDA  
CLEAR LAKE CITY COUNCIL  
CITY HALL – 15 N. 6<sup>TH</sup> STREET  
MONDAY, APRIL 6, 2015  
**6:30 P.M.**

1. Call to Order and Pledge of Allegiance led by Mayor Pro-Tem Mike Callanan.
2. Approval of Agenda.
3. Consent Agenda:
  - A. Minutes – March 16, 2015
  - B. Approval of the bills & claims.
  - C. Licenses & Permits:
    - **Liquor License**: Class B Beer with Outdoor Service & Sunday Sales, *Lake Time Brewery*; Class C Liquor License with Outdoor Service & Sunday Sales, *South Shore Inn*; (renewals).
    - **Sign Erector's License**: *MediaQuest Signs*, Cedar Rapids; (renewal).
    - **Excavator's License**: *Mayer's Digging*, Osage; *Groves Contracting & Sales*, Forest City; *Nettleton Excavating*, Joice; *McKinness Excavating*, Mason City; *YohnCo*, Clear Lake; *Jireh, LLC*, Clear Lake; *North Iowa Septic Solutions*, Mason City; (renewals).
    - **Peddler's License**: *Perry's Sweet Treats*, Clear Lake; *Munchies*, Clear Lake; (renewals).
    - **Transient Merchant License**: *Tropical Sno*, Clear Lake, (renewal).
4. Citizen's opportunity to address the Council on items not on the agenda:
  - In conformance with the City Council's Rules of Procedure, no action can occur on items presented during the Citizens Forum.
  - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
  - Speakers are limited to a maximum of five (5) minutes per person.
5. Unfinished Business:
6. New Business:
  - A. Annual Report from Alliant Energy:
    - Review of annual report, Jim Collins, Key Account Manager.

- Discussion and questions by City Council.

B. N. 6<sup>th</sup> Street Improvement Project:

- Project update and review by Jason Petersurg, P.E., Veenstra & Kimm.
- **Motion** to approve **Ordinance #813**, “An Ordinance establishing grade elevations for the N. 6<sup>th</sup> Street Improvement Project” (1<sup>st</sup> reading).
- Discussion and consideration of **Motion** by City Council.
- **Motion** to suspend the rule requiring three separate readings and place **Ordinance #813** on its 3<sup>rd</sup> and final reading.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Ordinance #813**, “An Ordinance establishing grade elevations for the N. 6<sup>th</sup> Street Improvement Project” (3<sup>rd</sup> and final reading).
- Discussion and consideration of **Motion** by City Council.

C. North Shore Drive Street Improvement Project:

- Project update and review by Jason Petersurg, P.E., Veenstra & Kimm.
- **Motion** to approve **Ordinance #814**, “An Ordinance establishing grade elevations for the N. Shore Drive Street Improvement Project” (1<sup>st</sup> reading).
- Discussion and consideration of **Motion** by City Council.
- **Motion** to suspend the rule requiring three separate readings and place **Ordinance #814** on its 3<sup>rd</sup> and final reading.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Ordinance #814**, “An Ordinance establishing grade elevations for the N. Shore Drive Street Improvement Project” (3<sup>rd</sup> and final reading).
- Discussion and consideration of **Motion** by City Council.

D. City Hall Roof Replacement Project:

- Introduction by Scott Flory, City Administrator.
- Recommendation regarding an award of contract, Mark Kroemer, WWA Architects.
- Public hearing.
- **Motion** to close public hearing by City Council.
- **Motion** to approve **Resolution #15-11**, “Resolution approving plans, specifications, form of contract and estimate of cost for the 2015 City Hall Roof Replacement Project.”

- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #15-12**, “Resolution Making an Award of Contract.
- Discussion and consideration of **Motion** by City Council.

E. Request for Assignment of Development Agreement from Windmill Realty LLC to McKesson Corporation:

- Review of request, Scott Flory, City Administrator.
- **Motion** to approve **Resolution #15-13**, “Resolution consenting to the assignment of Development Agreement and tax-Increment Payments”.
- Discussion and consideration of **Motion** by City Council.

F. City Hall/Police Department Building Renovation Project:

- Review of request, Scott Flory, City Administrator.
- **Motion** to approve **Resolution #15-14**, “Resolution Accepting the Work.”
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police’s Report:

8. Mayor’s Report:

- Clear Lake Chamber of Commerce Proclamation request.

9. Public Works Director’s Report:

- Project updates: Water Treatment Plant High Service Pumps Replacement; 2015 Sewer Rehabilitation; City-owned decorative street light retro-fit; and Northwest Water Tower.

10. City Administrator’s Report:

- Update regarding advertising and publication of the Police Chief Position announcement.
- Update regarding City health insurance premium renewals for upcoming year.
- Sunset Ridge Residential Subdivision Development Agreement.

11. City Attorney’s Report:

12. Other Business:

**13. Adjournment.**

**NEXT REGULAR MEETING – APRIL 20, 2015**

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



## COMMUNITY ANNUAL PARTNERSHIP ASSESSMENT (CAPA)

### Clear Lake, Iowa

- 2015

#### **Economic Development Support –**

- Assisted North Iowa Corridor Economic Development Corp through annual support and Partnership Program funding.
- Support site location and existing industry through support of LOIS database and Synchronist

#### **Community Support –**

- Assisted Clear Lake and the surrounding area through the United Way, annual support of the Chamber and contributions to various events and programs through local contributions and the Alliant Energy Foundation

#### **Energy Efficiency Community Participation and Impacts**

- Number of Rebates: 631
- Total Community Rebate Incentives: \$235,000
- Local Dealer Incentives: \$16,000
- Kilowatt hours saved: 345,000
- Natural gas saved: 46,000 therms

#### **Community Infrastructure Investment –**

- Electrical Infrastructure Investment - \$890,000
- Natural Gas Infrastructure Investment - \$477,000

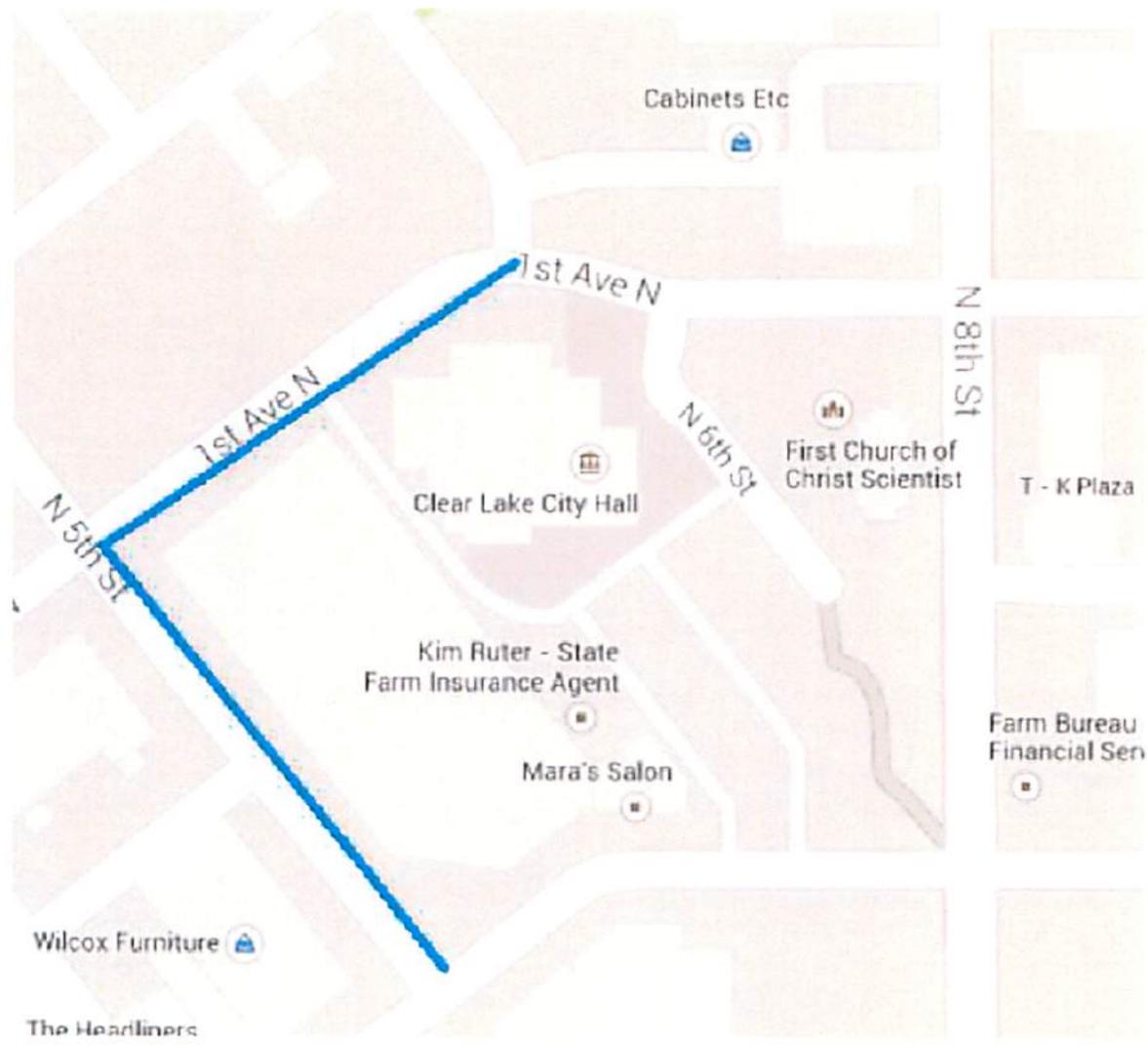
#### **Clear Lake and Cerro Gordo County Property Taxes**

- Clear Lake - \$170,000
- Cerro Gordo County - \$2,100,000

#### **Employment**

- Mason City Operations employs 66 people

Please visit [www.alliantenergy.com/iowacomunities](http://www.alliantenergy.com/iowacomunities) to learn more about Alliant Energy's community programs and services.



Cabinets Etc

1st Ave N

N 8th St

N 5th St

Clear Lake City Hall

N 6th St

First Church of Christ Scientist

T - K Plaza

Kim Ruter - State Farm Insurance Agent

Farm Bureau Financial Ser

Mara's Salon

Wilcox Furniture

The Headliners

ORDINANCE NO. \_\_\_\_\_

**GRADE ORDINANCE FOR  
NORTH 6TH STREET IMPROVEMENT PROJECT  
CLEAR LAKE, IOWA**

Be it ordained by the City Council of Clear Lake, Cerro Gordo County, Iowa.

Section 1. That the centerline grades for all project streets are hereby established about the datum plane as follows:

Grade Ordinance NORTH 6TH STREET from U.S. HIGHWAY 18 TO 10TH AVENUE NORTH.  
Begin at station 119+60.25 increasing North to 122+53.

| <u>Station</u> | <u>Existing Centerline<br/>Elevation</u> | <u>New Centerline<br/>Elevation</u> |                                 |
|----------------|--|-------------------------------------|---------------------------------|
| 119+ 60.25     | 1233.77                                  | 1233.77                             |                                 |
| 120+ 51.3      | 1226.56                                  | 1229.19                             | PVI - CREST; 50' VERTICAL CURVE |
| 121+ 41.3      | 1222.44                                  | 1222.61                             | PVI - SAG; 50' VERTICAL CURVE   |
| 122+ 43        | 1220.59                                  | 1220.33                             |                                 |
| 122+ 53        | 1219.88                                  | 1219.88                             |                                 |

PVI = POINT OF VERTICAL INTERSECTION

Section 2. All ordinances or parts of ordinances that conflict herewith are repealed.

Section 3. That this ordinance shall be in force and effect from and after its passage and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mike Callanan, Mayor Pro-Tem

ATTEST:

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

Published in the \_\_\_\_\_.

ORDINANCE NO. \_\_\_\_\_

**GRADE ORDINANCE FOR NORTH SHORE DRIVE STP STREET  
RECONSTRUCTION PROJECT CLEAR LAKE, IOWA**

Be it ordained by the City Council of Clear Lake, Cerro Gordo County, Iowa.

Section 1. That the centerline grades for all project streets are hereby established about the datum plane as follows:

Grade Ordinance NORTH SHORE DRIVE from BUDDY HOLLY PLACE TO 1ST AVENUE NORTH. Begin at station 16+50 increasing East & Southeast to 34+34.0, the Centerline of 1st Avenue North.

| <u>Station</u> | <u>Existing Centerline<br/>Elevation</u> | <u>New Centerline<br/>Elevation</u> |
|----------------|--|-------------------------------------|
| 16+ 50         | 1230.40                                  | 1230.40'                            |
| 17+ 90         | 1231.32                                  | 1230.93'                            |
| 18+ 40         | 1231.48                                  | 1230.72'                            |
| 20+ 10         | 1231.80                                  | 1231.40'                            |
| 20+ 50         | 1231.99                                  | 1231.61'                            |
| 23+ 50         | 1230.86                                  | 1230.31'                            |
| 24+ 00         | 1230.71                                  | 1230.56'                            |
| 24+ 62.5       | 1230.74                                  | 1230.31'                            |
| 27+ 05         | 1231.34                                  | 1231.28'                            |
| 29+ 25         | 1233.34                                  | 1233.40'                            |
| 33+ 75         | 1235.24                                  | 1235.20'                            |
| 34+ 01.5       | 1235.13                                  | 1235.31'                            |
| 34+ 34         | 1235.86                                  | 1235.51'                            |

Section 2. All ordinances or parts of ordinances that conflict herewith are repealed.

Section 3. That this ordinance shall be in force and effect from and after its passage and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mike Callanan, Mayor Pro-Tem

ATTEST:

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

Published in the \_\_\_\_\_.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR  
THE CITY HALL ROOF REPLACEMENT PROJECT

WHEREAS, on March 11, 2015, plans, specifications, form of contract, and estimate of cost were filed with the office of the City Clerk for the construction of certain public improvements described in general as "City Hall Roof Replacement Project"; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published as required by law;

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

That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 6<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Mike Callanan, Mayor Pro-Tem

ATTEST:

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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION MAKING AWARD OF CONTRACT FOR THE  
CITY HALL ROOF REPLACEMENT PROJECT

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

That the bid of Midwest Roofing, Mason City, Iowa, in the amount of \$141,500.00, for the City Hall Roof Replacement Project, be and is hereby accepted, the same being the lowest responsible bid received for said work.

The Mayor and Clerk are hereby directed to execute said contract awarded above for the construction of said improvements, said contract not to be binding on the City until the necessary certificate of insurance have been received and approved by the Project Engineer, City Administrator and Public Work Director. Said contract and bonds to be approved in the future, by Resolution of this Council.

PASSED AND APPROVED this 6<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Mike Callanan, Mayor Pro-Tem

ATTEST:

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



*Sent Via FedEx Overnight Delivery*  
*Tracking #7731 5117 3772*

City of Clear Lake, Iowa  
Office of the City Clerk  
Attn: Scott Flory, City Administrator  
15 N. 6th Street  
Clear Lake, IA 50428

March 17, 2015

RE: Windmill Realty, LLC & McKesson Corporation  
Intra-Company Assignment & Assumption of Development Agreement dated March 17th (3 originals)  
Lots 6 & 7 in Larry Luker Memorial Industrial Park First Addition, Clear Lake, IA

Mr. Flory,

Enclosed please find 3 originals of the *fully executed Intra-Company Assignment & Assumption of Development Agreement dated March 17th* for the premises at Lots 6 & 7 in Larry Luker Memorial Industrial Park First Addition, Clear Lake, IA. John Lenio had requested these be sent to you. Please contact me or John if you have any questions.

Sincerely,



Megan Van Deren  
McKesson Corporation - Real Estate  
Portfolio Administration Services Manager  
megan.vanderen@mckesson.com  
(415) 983-9337

**McKesson Corporation**  
One Post Street  
San Francisco, CA 94104

www.mckesson.com

CONSENT TO ASSIGNMENT OF  
DEVELOPMENT AGREEMENT AND TAX  
INCREMENT PAYMENTS

(The Windmill Realty LLC Development  
Agreement)

Clear Lake, Iowa

April 6, 2015

A meeting of the City Council of the City of Clear Lake, Iowa, was held at 6:30 o'clock p.m., on April 6, 2015, at the City Hall, Clear Lake, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

Council Member \_\_\_\_\_ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

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

Consenting to Assignment of Development Agreement and Tax Increment Payments

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

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City previously authorized and entered into a development agreement with Windmill Realty LLC (the "Original Developer"), pursuant to which Original Developer agreed to develop and operate a regional warehouse and distribution center in the Urban Renewal Area (the "Project") and the City agreed to provide tax increment payments to the Original Developer; and

WHEREAS, under the Agreement, assignment of rights and responsibilities thereunder was made subject to prior consent of the contracting parties; and

WHEREAS, the Original Developer has satisfactorily performed its obligations under the Agreement to-date and has requested (see materials attached hereto as Exhibit A) that the City consent to the assignment of all of its rights and responsibilities under the Agreement to McKesson Corporation of San Francisco, California (the "Successor Developer"); and

WHEREAS, it is now necessary for the City to provide consent to the assignment; and

NOW, THEREFORE, It Is Resolved by the City Council of the City of Clear Lake, Iowa, as follows:

Section 1. The City hereby consents to the request by the Original Developer that all of its rights and responsibilities under the Agreement be assigned to the Successor Developer, and the assignment is hereby consented to and approved.

Section 2. The Original Developer is hereby released from all remaining duties to be performed under the Agreement, and all remaining communications and payments to be made with respect to the Agreement shall exclusively be directed to the Successor Developer. The

Successor Developer shall in all ways be substituted into the Agreement on the same terms and basis as the Original Developer.

Section 3. Nothing contemplated herein shall be interpreted as interfering with the division of incremental property tax revenues and the payments to be funded therefrom as contemplated in the Agreement regardless of the future recipient of such payments.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 6<sup>th</sup> day of April, 2015.

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Mike Callanan, Mayor Pro-Tem

ATTEST:

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Jennifer Larsen, City Clerk

**INTRA-COMPANY ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT  
AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "Assignment") is made by and between WINDMILL REALTY, LLC ("Assignor") and MCKESSON CORPORATION ("Assignee"), effective as of March 17th, 2015 (the "Assignment Date").

**RECITALS**

A. Assignor, City of Clear Lake, Iowa ("City") and Cerro Gordo County, Iowa ("County") are parties to that certain development agreement dated February 18, 2014 (the "Agreement"), pursuant to which City and County agreed to provide assistance to Assignor in developing the property legally described as Lots Six (6) and Seven (7) in Larry Luker Memorial Industrial Park First Addition, in Clear Lake, Cerro Gordo County, Iowa (the "Project"), as more particularly described in the Agreement.

B. Assignor desires to assign to Assignee all its right, title and interest in and to the Agreement and the Project, and Assignee desires to accept such assignment and assume Assignor's obligations thereunder as more particularly set out herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption. Assignor does hereby sell, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Agreement and the Project from and after the Assignment Date including, without limitation, all of Assignor's right, title and interest in and to any security or other deposits made pursuant to the terms of the Agreement. Assignee hereby assumes and agrees to make all payments and to perform and keep all promises, covenants, conditions, obligations and agreements of Assignor under the Agreement commencing on the Assignment Date, but only to the extent such relate to matters or circumstances arising or accruing after the Assignment Date.

2. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. Miscellaneous. This Assignment is governed by and shall be construed in accordance with the laws of the state in which the Property is located. This Assignment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Assignment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

[Signatures appear on following page]

EXECUTED on the dates set forth below, effective as of the Assignment Date set forth above.

**Assignor:**

WINDMILL REALTY, LLC

By: Willie C. Bogan  
Name: Willie C. Bogan  
Title: Vice President & Secretary

Date: March 17, 2015

**Assignee:**

MCKESSON CORPORATION

By: Willie C. Bogan  
Name: Willie C. Bogan  
Title: Vice President & Secretary

Date: March 17, 2015

## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into between the City of Clear Lake, Iowa (the "City"), Cerro Gordo County, Iowa (the "County") and Windmill Realty LLC, a Delaware limited liability company (the "Company") as of the 18<sup>th</sup> day of February, 2014 (the "Commencement Date").

WHEREAS, the City has established the Clear Lake Consolidated Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company proposes to purchase certain real property situated in the Urban Renewal Area, such property being legally described on Exhibit A hereto (the "Property"), and proposes to undertake the development of a new warehousing and distribution facility on the Property (the "Project"); and

WHEREAS, the Company has requested that the City and the County provide financial assistance in the form of forgivable loans to the Company, and that, in addition, the City provide assistance in the form of incremental property tax payments, all to be used by the Company in defraying the costs of acquiring land, site work, constructing, equipping, and maintaining the Project; and

WHEREAS, as of January 1, 2013, the assessed valuation of the Property shown on the records of the Cerro Gordo County Assessor was Thirty Thousand Two Hundred Eighty Dollars (\$30,280) (the "Base Valuation"); and

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

NOW THEREFORE, the parties hereto agree as follows:

### A. Company's Covenants

1. Project. The Company agrees to cause the completion of the Project on the Property and to use the completed Project as part of its ongoing business operations throughout the Term, as hereinafter defined, of this Agreement. The Company will complete the Project in accordance with an approved Site Plan (the "Site Plan") for the Property which will be subject to review and approval by the City Planning and Zoning Commission. The Project shall be comprised of an approximately 340,000 square foot warehouse and distribution facility. In the construction of the Project and affiliated development of the Property, the Company shall meet all municipal regulations, including, but not limited to: building code, fire code, zoning, and Site Plan requirements. The Project shall include on-site landscaping as detailed on the future Site Plan.

The Company and the City agree to execute a certificate of completion when the Project is in fact completed to evidence compliance with this provision. The Company hereby acknowledges that its rights to receive the Payments, as set forth in Section B, hereof, are contingent upon its ongoing use of the Project as part of the Company's ongoing business operations.

2. **Operational Certification.** The Company agrees to submit documentation to the satisfaction of the City by no later than October 15 of each year during the Term, as hereinafter defined, demonstrating that the Project is being used as part of the Company's ongoing business operations. Satisfactory documentation may include a letter from the Company attesting to the ongoing business operations.

3. **Minimum Assessment Agreement.** The Company agrees to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6(19) of the Code of Iowa, in the form attached hereto as Exhibit B, fixing the minimum actual value of the Property and the completed improvements to be made on the Property pursuant to the terms of this Agreement, at not less than Twelve Million Dollars (\$12,000,000.00) (the "Minimum Actual Value"). Subject to an Event of Force Majeure, the Minimum Actual Value shall be established on the Cerro Gordo County property tax rolls as of January 1, 2016 (the "First Valuation Date"), and shall remain in effect throughout the Term.

4. **Property Taxes.** The Company agrees to ensure timely payment of all property taxes as they come due with respect to the Property throughout the Term, as hereinafter defined.

5. **Property Tax Payment Certification.** Commencing October 15, 2016 (subject to an Event of Force Majeure), and no later than October 15 of each year thereafter, the City agrees to certify to the Company an amount equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the Property relative to new value added as a result of the property tax assessment of the Project (which amount shall not be less than the Minimum Actual Value) (the "Tax Payment Certification"). The Company shall be afforded the right to review and request revisions to each Tax Payment Certification to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district instructional support and physical plant and equipment levies and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

6. **Employment Requirements.** The Company agrees to establish and maintain a workforce (the "Workforce Requirement") of not less than seventy-five (75) total full-time equivalent employees by October 1, 2016, increasing to one hundred twenty-five (125) total full-time equivalent employees by October 1, 2017, increasing to not less than one hundred sixty-four (164) employees by October 1, 2018, and thereafter to maintain an employment level of not less than one hundred sixty-four (164) full-time equivalent employees during the

remaining Term of this Agreement. The Company agrees to establish and maintain a minimum annual salary for employees in the amount of Thirty Nine Thousand Dollars (\$39,000.00) in connection with the Company's business operations on the Property by no later than October 1, 2017 ("Minimum Annual Salary"). The Minimum Annual Salary shall include all taxable compensation, including base salary and bonuses. Exclusive of the foregoing, Minimum Annual Salary shall not include "taxable fringe benefits" as defined by the Internal Revenue Service (IRS) via IRS Publication 5-B. The Company agrees to demonstrate to the satisfaction of the City, by no later than October 15 of each year, commencing October 15, 2016, the number of employees hired and the annual payroll anticipated with respect to the compensation of such employees. Failure to comply with this Section will give the City the right to withhold Payments, as defined in Section B.2(a), below, until the Workforce Requirement is met; provided however, the Developer's failure to timely to comply with any of the Workforce Requirement dates set forth in this Section shall not be considered a default of this Agreement if the failure is due to an Event of Force Majeure.

**B. City Obligations**

1. **Forgivable Loan** In recognition of the Company's obligations set forth in Section A above, the City shall pay the Company One Million Six Hundred Seventy Five Thousand Dollars (\$1,675,000.00) in the form of a forgivable loan ("City Loan"). The City Loan amount shall be paid to the Company by the City within 60 to 90 days after the Commencement Date of this Agreement.

Principal of the City Loan shall be forgiven by the City in ten (10) equal installments of One Hundred Sixty Seven Thousand Five Hundred Dollars (\$167,500.00) each ("City Loan Forgiveness Installments"), provided the Company is in compliance with each of its obligations under Section A of this Agreement. The City Loan Forgiveness Installments shall be effective on July 1 of each year, beginning July 1, 2018.

No later than August 1 of each year, the City will send written confirmation to the Company that an installment of the City Loan has been forgiven, or written notice of the default specifying the reasons that the City has determined that the Company is not in compliance with this Agreement, and the Company shall have the right to cure such non-compliance as set forth in Section D.5 below.

**2. Increment Property Tax Rebate Payments.**

(a) **Total Payments.** The City shall make fifteen (15) annual economic development tax increment payments (the "Payments") to the Company in each fiscal year during the Term of this Agreement, pursuant to Section 15.332 and Chapter 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed Seven Million Three Hundred Thousand Dollars (\$7,300,000.00) ("Total Tax Rebate"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Cerro Gordo County Treasurer attributable to the Property.

The Payments will be made on June 1 of each fiscal year, beginning on June 1, 2018, and continuing through and including June 1, 2032, or until such earlier date upon which the Total Tax Rebate has been made.

(b) **Annual Appropriation.** Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the term of this Agreement, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recent Tax Payment Certification prepared by the City in accordance with Section A.5 hereof (the "Appropriated Amount").

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, provided, however that no Payment shall be made after June 1, 2032 ("Final Payment Date"). Notwithstanding anything to the contrary contained in this Agreement, the Final Payment Date shall be extended to the extent the Total Tax Rebate has not been paid on the Final Payment Date due to an Event of Force Majeure and/or a City caused delay.

(c). **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount, but shall not exceed 90% of the Incremental Property Tax Revenues received by the City during the twelve months immediately preceding each Payment date.

(d) **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount as set forth in Section B.2 above, then the City Clerk or Finance Officer will certify by December 1 of each such year to the Cerro Gordo County Auditor an amount equal to the most recently obligated Appropriated Amount.

### **C. County Obligation**

In recognition of the Company's obligations set forth in Section A above, the County shall pay the Company Six Hundred Fifty Six Thousand Dollars (\$656,000.00), in the form of a forgivable loan ("County Loan"). The County Loan amount shall be paid to the Company within 60 to 90 days after the Commencement Date of this Agreement.

Principal of the County Loan shall be forgiven by the County in ten (10) equal installments of Sixty Five Thousand Six Hundred Dollars (\$65,600.00) each ("County Loan

Forgiveness Installments"), provided the Company is in compliance with each of its obligations under Section A of this Agreement. The County Loan Forgiveness Installments shall be effective on July 1 of each year, beginning July 1, 2018.

No later than August 1 of each year, the County will send written confirmation to the Company that an installment of the County Loan has been forgiven, or written notice specifying the reasons that the County has determined that the Company is not in compliance with this Agreement, and the Company shall have the right to cure such non-compliance as set forth in Section D.5 below.

**D. Administrative Provisions**

1. **Assignment.** This Agreement may not be amended or assigned by any party without the prior written consent of the other parties; provided, however, neither the City's nor the County's consent to an assignment of this Agreement shall be required if the assignee is an "Affiliate" of the Company (as defined in this section). For purposes hereof, the term "Affiliate" means any person or entity which now owns at least fifty one percent (51%) voting control of the Company and any entity in which the Company or Company's current owners own at least fifty one percent (51%) voting control. Neither the City nor the County shall unreasonably withhold its consent for the Company's assignment of this Agreement (i) to any other corporation or other entity that controls, is controlled by or is under common control with the Company; (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with the Company; or (iii) in connection with the sale of all or substantially all of the assets or capital stock of the Company. The City and the County hereby give permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to any Affiliate or a private lender, as security on a credit facility taken in connection with the acquisition of the Property and/or the construction of the Project, without further action on the part of the City or the County.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the last Payment is made by the City to the Company under Section B.1 above.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

5. **Notice of Default; Right To Cure.** If the Company defaults under any term of this Agreement, the City or County, as applicable, shall provide the Company with a written notice of the default and an opportunity to cure the default within thirty (30) days after receipt of the default notice; provided, however, that if the nature of the Company's default is such that more than thirty (30) days are reasonably required for its cure, then the Company shall not be

deemed to be in default if the Company commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

6. **Inability to Perform; Force Majeure.** In the event the Company shall be delayed or hindered in or prevented from the performance of any covenant, agreement, or other act required under this Agreement to be performed by the Company (other than monetary obligations hereunder), and such delay or hindrance is due to causes reasonably beyond the Company's control including, without limitation, labor shortages, work stoppages, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Company), riots, insurrections, martial law, lawsuits, court orders or injunctions, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God or the public enemy ("Event of Force Majeure"), the performance of such covenant, agreement, or other act shall be excused for the period of delay, and the time period for performance shall be extended by the same number of days in the period of delay.

7. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:

City of Clear Lake, Iowa  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If intended for the County:

Cerro Gordo County, Iowa  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If intended for the Company:

Windmill Realty LLC  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

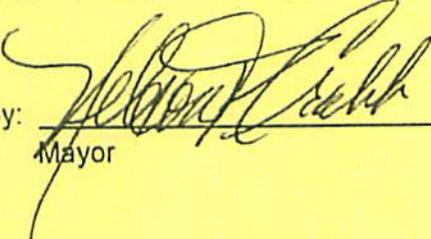
With a copy to:

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_

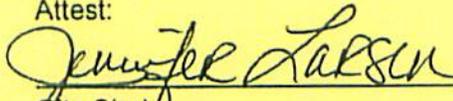
8. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document. Facsimile signatures, and signatures transmitted via email shall be as binding as originals.

The City, the County and the Company have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

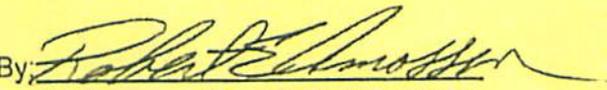
CITY OF CLEAR LAKE, IOWA

By:   
Mayor

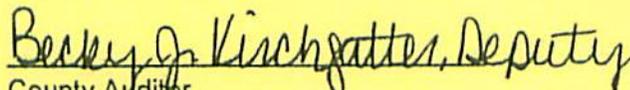
Attest:

  
City Clerk

CERRO GORDO COUNTY, IOWA

By:   
Chairperson, Board of Supervisors

Attest:

  
County Auditor

WINDMILL REALTY LLC,  
a Delaware limited liability company

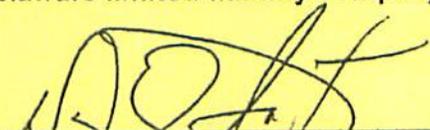
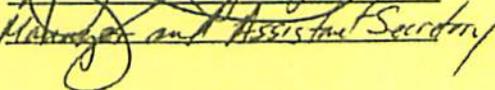
By:   
Its:   
Manager and Assistant Secretary

EXHIBIT A

**LEGAL DESCRIPTION OF THE PROPERTY**

Lots Six (6) and Seven (7) in Larry Luker Memorial Industrial Park First Addition, Clear Lake, Iowa, in Cerro Gordo County, Iowa.

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

A RESOLUTION ACCEPTING WORK

WHEREAS, on January 20, 2014 the City of Clear Lake, Iowa, entered into a contract with King Construction of Clear Lake, Iowa for the construction of Clear Lake Municipal Building Renovation and Remodel Project, within the City, as therein described; and

WHEREAS, said contractor has fully completed the construction of said improvements, known as Clear Lake Municipal Building Renovation and Remodel Project in accordance with the terms and conditions of said contract and plans and specifications, as shown on the certificate of the Architect filed with the Clerk on March 31, 2015:

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

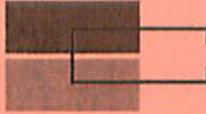
Section 1. That said report of the Architect be and the same is hereby approved and adopted and said improvements are hereby accepted as having been fully completed in accordance with the said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$1,159,943.90.

PASSED AND APPROVED this 6<sup>th</sup> day of April, 2015

\_\_\_\_\_  
Mike Callanan, Mayor Pro-Tem

ATTEST:

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



BERGLAND + CRAM  
architecture | planning | interiors

March 31, 2015

Scott Flory  
Clear Lake City Hall  
15 N 6<sup>th</sup> St.  
Clear Lake, IA 50428

Scott,

On January 20<sup>th</sup> 2014 the City of Clear Lake entered into a contract for the Clear Lake Municipal Building Renovation and Remodel project with King Construction. The City Hall staff are now using their updated space and the Police Department are currently using their expanded and renovated space. The total value of work completed is \$1,159,943.90.

I would like to recommend acceptance for the Clear Lake Municipal Building Renovation and Remodel project as of April 6<sup>th</sup> 2015.

Sincerely,

Doug Foreshoe, AIA  
Principal

city

# AIA<sup>®</sup> Document G704<sup>™</sup> – 2000

## Certificate of Substantial Completion

**PROJECT:**

*(Name and address)*

Clear Lake City Hall / Police  
Department, Renovation Project #  
11012  
15 North 6th Street  
Clear Lake, IA 50428

**PROJECT NUMBER:** 11012/

**CONTRACT FOR:** General (Including  
Mechanical and Electrical)

**CONTRACT DATE:** January 20, 2014

**OWNER:**

**ARCHITECT:**

**CONTRACTOR:**

**FIELD:**

**OTHER:**

**TO OWNER:**

*(Name and address)*

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

**TO CONTRACTOR:**

*(Name and address)*

King-Knutson Construction, Inc. (dba King  
Construction & Overhead Door, Inc.)  
101 North 8th Street  
Clear Lake, IA 50428

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

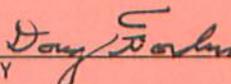
**Warranty**

**Date of Commencement**

April 6, 2015

Bergland and Cram Architects, Inc.

ARCHITECT

BY 

DATE OF ISSUANCE 4/6/15

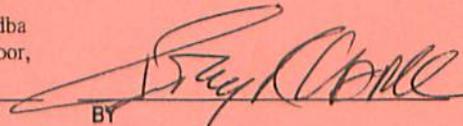
A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

**Cost estimate of Work that is incomplete or defective: \$0.00**

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

King-Knutson Construction, Inc. (dba  
King Construction & Overhead Door,  
Inc.)

CONTRACTOR

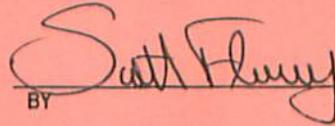
BY 

DATE 4-6-15

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

City of Clear Lake

OWNER

BY 

DATE 4-6-15

"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

## *Mayoral Proclamation* *Office of the Mayor of the City of Clear Lake, Iowa*

City  
Administrator  
SCOTT  
FLORY

**Whereas,** the City of Clear Lake, Iowa, formerly known as "The Saratoga of the West" and now known as the "4th of July Capitol of the Midwest", wish to welcome the Mayor of Chicago and all Chicagoans, to celebrate one another in their common virtues, dreams, and vacations, and

COUNCIL MEMBERS

DANA  
BRANT  
Ward 1

**Whereas,** the two municipalities wish to share our history, friendship, natural resources of our Lakes, appreciation of arts and culture, along with the features and benefits of living in such interesting and dynamic communities, and

TONY J.  
NELSON  
Ward 2

**Whereas,** we now share some common high tech businesses and other employers, and

JIM  
BOEHNKE  
Ward 3

**Whereas,** our two communities are now connected by commercial air service, and

MIKE  
CALLANAN  
At Large

**Whereas,** rock & roll and blues music is part of the historical fabric of both communities, and

GARY  
HUGI  
At Large

**NOW, THEREFORE,** I, Nelson P. Crabb, Mayor of the City of Clear Lake, Iowa, on behalf of the City Council, do hereby approve this proclamation claiming that April 9<sup>th</sup>, 2015, be proclaimed "Clear Lake and Chicago Connected Cities Day"

**IN WITNESS WHEREOF,** I have set my hand and cause the Official Seal of the City of Clear Lake, Iowa, to be affixed to this Proclamation this 6th day of April 2015.

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

Attest: \_\_\_\_\_  
Jennifer Larsen, City Clerk

(SEAL)



**RESOLUTION # \_\_\_\_\_**

**RESOLUTION APPROVING SECOND AMENDMENT TO ORIGINAL DEVELOPMENT AGREEMENT FOR SUNSET RIDGE SUBDIVISION**

**WHEREAS,** Sunset Ridge, LLC, a South Dakota Company ("Developer") has requested an amendment to the Sunset Ridge Subdivision Development Agreement ("Development Agreement") to commence Phase I of Sunset Ridge Subdivision and complete Sunset Ridge Subdivision according to a revised Project construction schedule and scope; and

**WHEREAS,** the City and developer first entered into a Development Agreement, following public notice and hearing, relative to the development known as Sunset Ridge Addition, dated August 6, 2007 (the "Original Development Agreement"); and

**WHEREAS,** the City and Developer previously approved an amendment (1<sup>st</sup> Amendment) to the Original Development Agreement on September 15, 2008; and

**WHEREAS,** the City previously conducted a public hearing, following legally proscribed notice, regarding the Original Development Agreement and disposal of real property herein identified as "Outlot "A".

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

1. That the 2<sup>nd</sup> Amendment to the original Sunset Ridge Development Agreement is hereby approved.
2. That all other understandings and representations, verbal or written, are repealed to the extent of any conflict with the 2<sup>nd</sup> Amendment.
3. The City Council approves and authorizes the Mayor and City Clerk to sign the Amendment to Development Agreement on behalf of the City.

**PASSED and APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

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

Attest:

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

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR  
SUBDIVISION IMPROVEMENTS FOR SUNSET RIDGE SUBDIVISION**

This Second Amendment to Development Agreement (the "Second Amendment") regarding the Sunset Ridge Subdivision (the "Development") is entered into by and between the City of Clear Lake, Iowa, a municipal corporation ("City") and Sunset Ridge, LLC, a South Dakota Company ("Developer") effective when signed by both parties.

**RECITALS**

**WHEREAS,** the City and Developer, following public notice and hearing, entered into a Development Agreement dated August 6, 2007, (the "Original Agreement") and a First Amendment to Development Agreement approved September 15, 2008, (the "First Amendment"); and

**WHEREAS,** previous economic conditions, including construction bidding, beyond the control of the Developer adversely affected the Project schedule and resulted in the proposed Sunset Ridge Development progressing at a slower pace than was originally anticipated; and,

**WHEREAS,** the Developer wishes to further amend the Original Agreement and First Amendment to begin Phase I of Sunset Ridge and complete the Sunset Ridge Subdivision Addition and the City has agreed to do so pursuant to this Second Amendment (the "2<sup>nd</sup> Amendment"), all on the terms set forth more fully herein; and

**WHEREAS,** the Original Agreement, the First Amendment, and the 2<sup>nd</sup> Amendment shall be collectively referred to herein as the "**Development Agreement.**"

**AGREEMENT**

**IN WITNESS WHEREOF,** in consideration of the above recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

**Project Scope & Schedule**

The construction of the Sunset Ridge Development shall be constructed in accordance with the following schedule:

Phase I Lots shall include: Lots #1-8/9 and be completed by the fall of 2015. Phase II Lots shall be completed by 2021. Phase III Lots shall be completed by 2025.

**Buddy Holly Place Storm Sewer Improvements**

The Parties agree that Section 2 of the Development Agreement pertaining to the extension of the Buddy Holly Place Storm Sewer shall remain in its entirety with the exception that the City shall not begin work on this Project prior to July 1, 2015 and/or prior to the Developer's commencement of underground infrastructure improvements associated with Phase I of Sunset Ridge Subdivision.

**W. 12<sup>th</sup> Ave N. Street & Water Main Extensions**

The Parties agree that Sections 3 and 4 of the Development Agreement pertaining to the proposed street and water main extensions of W. 12<sup>th</sup> Ave N., will remain in their entirety with the exception that no engineering or construction work shall be initiated by the City prior to July 1, 2015, and that the improvements shall be completed by November 15, 2015.

**Conveyance of Outlot Parcel**

The Parties agree that all provisions of the Development Agreement pertaining to the conveyance of Outlot "A" are confirmed and hereby restated by reference and that the conveyance of Outlot "A" by the City to the Developer shall not occur later than June 15, 2015.

**Water and Sanitary Sewer Main Pipe Material**

The City has allocated funding in its FY 16 municipal budget to reimburse the Developer for the actual material cost only for water and sanitary sewer main pipe material associated with Sunset Ridge Addition. This does not include installation or any other costs associated with design or construction.

**Period of Affordability & Tax Abatement**

All provisions of the Development Agreement related to either Period of Affordability and/or Tax Abatement referenced in Section "A 11" shall no longer be applicable to the proposed Sunset Ridge Development.

**Ratification**

Except as expressly modified hereby, the Original Agreement and First Amendment are hereby ratified and reaffirmed by the City and the Developer as if set forth in full herein.

IN WITNESS WHEREOF, this Agreement is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, when fully executed by the City and Developer.

**CITY:**

**SUNSET RIDGE LLC**

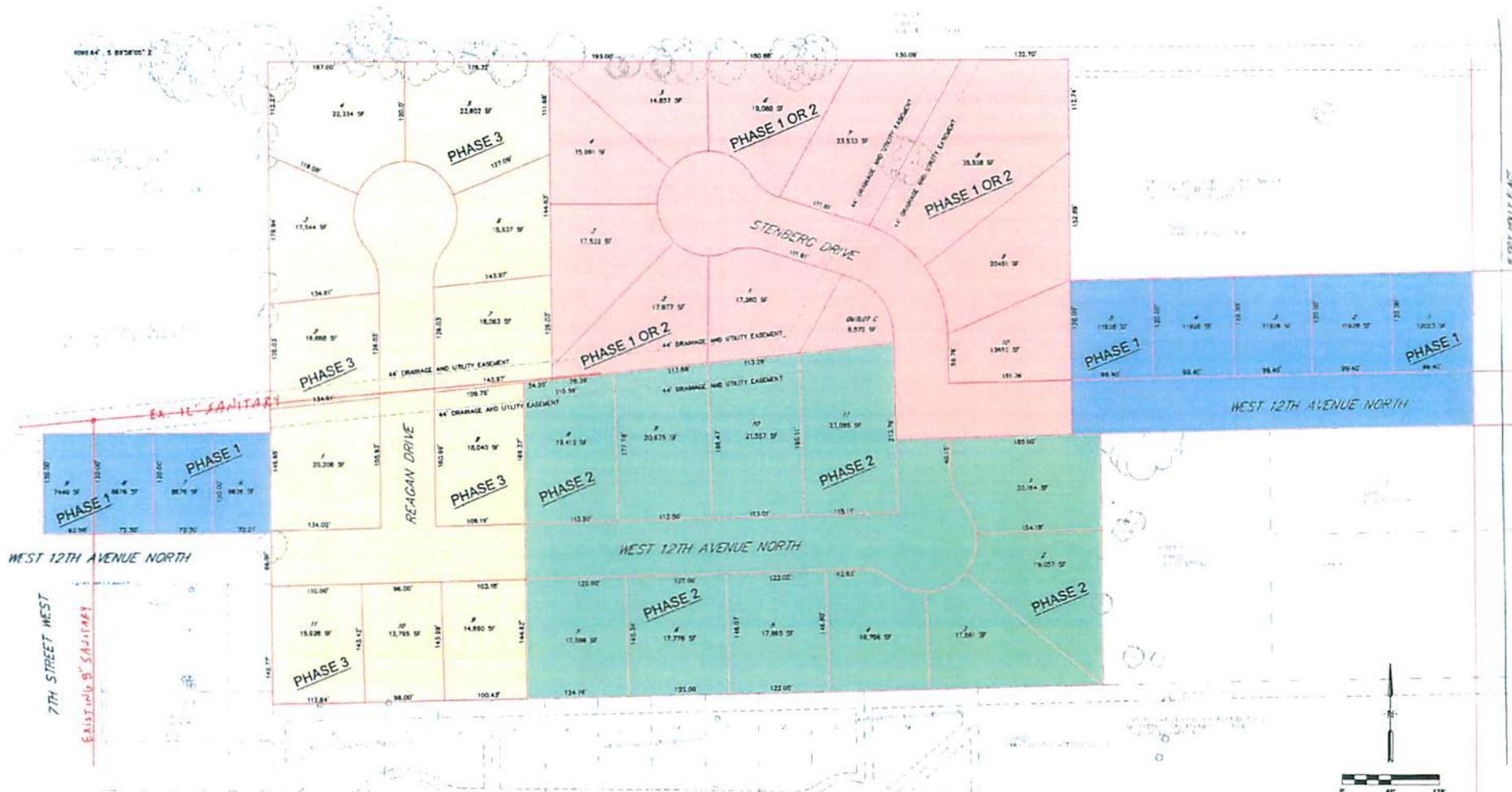
\_\_\_\_\_  
**Nelson P. Crabb, Mayor**

\_\_\_\_\_  
**Tim Stenberg, President**

**Attest:**

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

# SUNSET RIDGE ADDITION CLEAR LAKE, IOWA PHASING PLAN



PLOTTED: Monday, March 24, 2014 2:15:14 PM  
 FILE PATH: V:\SYSTEMS\T&A\HOMACENTS\DEVELOPER\JOSHUA, INC\PROJECT FILES\SUNSET RIDGE PRELIMINARY ENGINEERING\2314\DRAWING\PHASING MAP\PRELIMINARY PHASING

| DATE | REVISIONS |
|------|-----------|
|      |           |
|      |           |
|      |           |
|      |           |

|          |             |
|----------|-------------|
| SCALE    | AS NOTED    |
| DRAWN    | CALLER      |
| CHECKED  |             |
| APPROVED |             |
| DATE     | 2014        |
| DRAWN BY | PRELIMINARY |
| SCALE    | AS NOTED    |

**V&K**  
VEENSTRA & KIMM, INC.

SUNSET RIDGE ADDITION TO THE CITY OF CLEAR LAKE  
JOSHUA INC.  
2800 Fourth Street SW • Suite 9 • Mason City, Iowa 50401-1396  
641-421-8008 • 641-380-0313 FAX • 877-341-8008 HWATS

PRELIMINARY PHASING PLAN  
1 OF 1

DWG. NO.  
PROJECT 60848



APPROVED  
PLANNING & ZONING COMMISSION  
CITY OF CLEAR LAKE, IOWA

COUNTY  
TO

BY \_\_\_\_\_  
Chairman

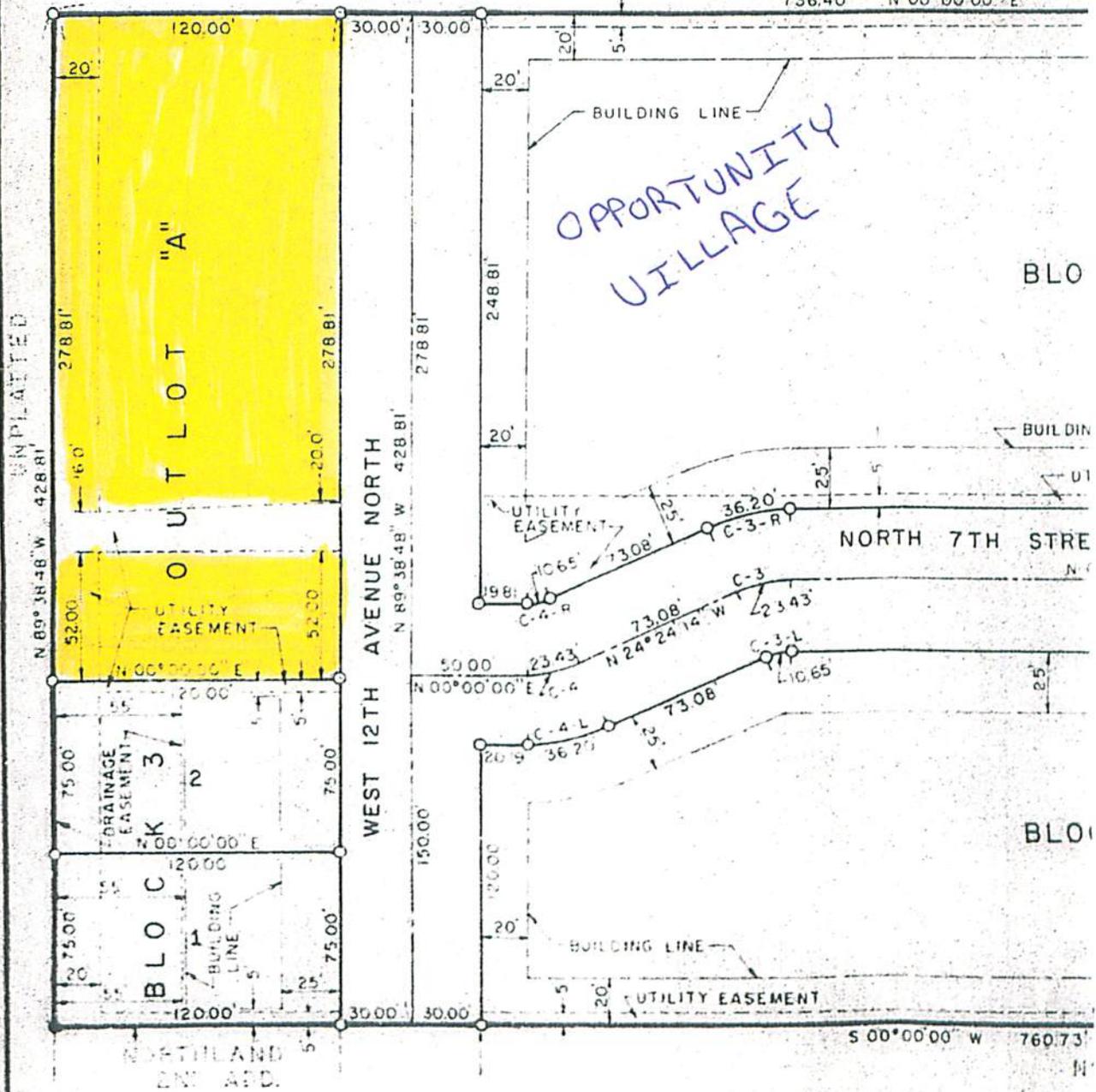
BY \_\_\_\_\_  
Secretary

APPROVED BY CITY COUNCIL

DATE \_\_\_\_\_

SCALE: 1" = 40'

UNPLATTED  
736.40' N 00°00'00" E



PREPARED BY  
WALLACE HOLLAND KASTLER SCHMITZ & CO.  
CONSULTING ENGINEERS AND PLANNERS  
MASON CITY, IOWA

ZONING: "M" DISTRICT, MULTIPLE FAMILY.  
FRONT YARD - 25' AS SHOWN  
SIDE YARD - 5' MIN. & AS REQUIRED  
BY ORDINANCE  
REAR YARD - 20' AS SHOWN  
IRON T-BAR MON: ○  
IRON MON FOUND: ●  
"X" IN CONC. PAD: ⊗  
AREA: 7.30 ACRES