



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

City
Administrator
SCOTT
FLORY

COUNCIL MEMBERS

DANA
BRANT
Ward 1

TONY J.
NELSON
Ward 2

JIM
BOEHNKE
Ward 3

MIKE
CALLANAN
At Large

TERRY
UNSWORTH
At Large

March 15, 2013

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **March 18, 2013**, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the enclosed agenda for the items discussed below.

ITEM #6A. **Cemetery Expansion Area Site Grading Project**. At the February 18th regular City Council meeting, the Council set the dates for both a bid letting and public hearing on the proposed project for March 13th and 18th, respectively. Notice of such was published in the newspaper, as required by law.

The proposed Project was one of the major capital improvement projects budgeted for in FY 13. The City budgeted \$90,000 for the project. The overall site is roughly 5 acres. Over the years, the City has accumulated and stockpiled, on-site, approximately 11,000 cubic yards of excavated fill material. This was done in anticipation of the need to increase the elevation of the site for future development and expansion of the City's municipal cemetery. Essentially, there is enough excavated fill material to elevate the site approximately 18".

Basically, the scope of work involves the removal of the existing top soil and stockpiling it on-site; distribution and grading of the on-site excavated fill material; re-distribution of the stockpiled top soil; and seeding.

On March 13th, the Project bid letting was conducted, as advertised, and a total of 12 bids were received. The lowest responsive responsible bid was submitted by Charlson Excavating of Clear Lake, in the amount of \$37,775. The next lowest bid submitted was in the amount of \$45,620. The bids ranged to a high of \$106,000 from Vieth Construction of Cedar Falls. The engineer's final estimate of the probable cost of construction was \$75,000. The bid from Charlson Excavating is 49.6% below the estimate.



The Project is anticipated to begin in early- April. The required completion date is not later than June 7th.

ITEM #6B. 12th Ave S. Outdoor Rec Area Trail Project. At the February 4th regular City Council meeting, the Council set the dates for both a bid letting and public hearing on the proposed project for March 13th and 18th, respectively. Notice of such was published in the newspaper, as required by law.

The proposed Project was one of the major capital improvement projects budgeted for in FY 13. The City budgeted \$100,000 for the project. Basically, the Project entails the construction of an 8' wide, ¾ mile in length, asphalt trail that would loop around the entire site.

On March 13th, the Project bid letting was conducted, as advertised, and a total of 1 bid was received. The lowest responsive responsible bid was submitted by Heartland Asphalt of Mason City, in the amount of \$105,525.25. The engineer's final estimate of the probable cost of construction was \$99,675. The bid from Heartland Asphalt is 5.8% in excess the estimate. The required completion date is June 7th.

ITEM #6E. S. 20th St. Intersection, Stormwater, & Sidewalk Project. The Council previously set March 18th as the date for a public hearing on the proposed "Resolution of Necessity" for the "S. 20th St. Intersection, Storm Sewer, & Sidewalk Improvement Project". Following the hearing, the Council must then act on the proposed "Resolution of Necessity". The Council may: a) vote to defer action to a later date, time, & place; b) adopt the "Resolution of Necessity" with amendments; or c) adopt the "Resolution of Necessity" without amendments.

The adoption of the "Resolution of Necessity" must receive an affirmative vote of not less than ¾'s of the membership of the entire Council; in other words 4 affirmative votes. If objections are filed, signed by property owners subject to 75% of the assessments, a unanimous vote of the Council would then be required.

The Project entails the reconstruction of the following intersections of S. 20th Street: portions of S. 20th Street & Main Avenue and the full intersections of both 1st & 2nd Avenues S. Stormwater drainage improvements include: new storm sewers and intakes, as well as new roadway sub-drain. Driveway improvements will also be included for those driveways that do not currently meet City standards. Additionally, private water & sanitary sewer service laterals would be replaced, if necessary. Lastly, sidewalks would be constructed on the west side of S. 20th St., as well as the north side of 2nd Ave S., between S. 14th St. and

S. 20th St. The proposed sidewalk would be constructed at a width of 5' to better address new ADA requirements. However, the property owners would be assessed only for the proportional costs associated with the construction of 2' of sidewalk width, including engineering, legal, and administrative costs. It should also be noted, that the pavement design for the re-construction of the S. 20th St. intersections takes into consideration the potential for a future "milling & street re-surfacing" project for the segments of the street in between the intersections.

The engineer's estimate of the probable cost of construction is \$335,312, with an additional \$84,800 in "indirect" (engineering, legal, & administrative) costs; bringing the total estimated cost of the Project to \$420,192. The total estimated cost to be specially assessed to the benefited property owners is a "not-to-exceed" \$62,443.44, which is roughly 14.9% of the total cost of the Project.

The Project schedule calls for the Council to initiate the special assessment proceedings and conduct the necessary public hearing on the proposed "Resolution of Necessity" at the March 18th meeting. The proposed bid letting date is April 11th, with consideration of an award of contract and public hearing on the plans & specifications to occur by the Council at its regular meeting on April 15th. It is anticipated that a "Notice to Proceed" with construction will be issued on June 3rd and the Project substantial completion date is set as August 16th.

ITEM #6F. 801 Main Ave – ROW Encroachment Agreement.

Enclosed in your packet is a copy of a proposed Right-of-Way Encroachment Agreement to be entered into between the City and the property owner of 801 Main Avenue. The purpose of the proposed encroachment agreement is to enable a prospective building tenant to be able to expand the paved driveway area of the property, within the City's ROW, for the purposes of providing required "off-street" parking for a proposed new business – "Lake Time Brewery".

The requirements of the Zoning Code dictate that the proposed business must have not less than three (3) "on-premises" parking stalls, one of which is to be designated as an ADA/handicapped compliant parking space. This parking requirement is predicated upon the lesser of two regulations. The parking requirement based upon square footage (519 sq. ft.) is three (3) parking stalls. The requirement based upon occupancy load is eleven (11) parking stalls. However, the Zoning Code allows for the "lesser of the two regulations" to be applied and used for purposes of satisfying the "minimum" parking requirements for "on-premises" parking.

In order to properly construct a bona fide "on-premises" parking area, the tenant and property owner will need to expand the existing on-site paved driveway area. The encroachment agreement provides for the applicant to pave an area 20' x 33'. This will enable a parking area to be constructed that will accommodate 4 vehicles on-premises and allow vehicles to leave the premises without requiring them to back out onto the 4-lane S. 8th Street, which is also a requirement of the Zoning Code. It has been highly suggested by City staff that the owner of Lake Time Brewery secure a lease with an adjacent property owner to accommodate additional parking for patrons "off-premises". However, this is not something that the City can mandate pursuant to the Zoning Code.

Scott Flory
City Administrator

SmartQuote: "The greatest way to live with honor in this world is to be what we pretend to be." --Socrates, Greek philosopher

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, MARCH 18, 2013
CITY HALL – COUNCIL CHAMBERS
6:30 P.M.

1. Call To Order by Mayor Pro-Tem Mike Callanan.
2. Approval of Agenda.
3. Consent Agenda:
 - A. Minutes – March 4, 2013 & March 6, 2013.
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - Excavator's License: Mayer's Digging Co, Osage, (renewal).
 - Liquor License: Class B Beer (BB) (Includes Wine Coolers) with Outdoor Service & Sunday Sales, Oak Hills Par 30; Class C Liquor License (LC) (Commercial) with Outdoor Service & Sunday Sales, Veteran's Memorial Golf Club, (renewals).
 - Farmer's Market: Request for use of City Hall Parking Lot on Saturday mornings beginning May 11th through October 12th.
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. Future Cemetery Expansion Area & Site Grading Project:
 - Introduction by Scott Flory, City Administrator.
 - Review of 3/13 bid letting and recommendation regarding award of contract, Mike Danburg, P.E., Yaggy Colby Associates.
 - Public Hearing.
 - **Motion** to approve **Resolution #13-22**, A "Resolution approving plans, specifications, form of contract, and estimate of cost for the Future Cemetery Expansion Area & Site Grading Project."
 - Discussion and consideration of **Motion** by City Council.
 - **Motion** to approve **Resolution #13-23**, A "Resolution Making an Award of Contract."

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

B. 12th Avenue S. Outdoor Recreation Area Trail Project:

- Introduction by Scott Flory, City Administrator.
- Review of 3/13 bid letting and recommendation regarding award of contract, Mike Danburg, P.E., Yaggy Colby Associates.
- Public Hearing.
- **Motion** to approve **Resolution #13-24**, "A Resolution approving plans, specifications, form of contract, and estimate of cost for the 12th Avenue S. Outdoor Recreation Area Trail Project."
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #13-25**, A "Resolution Making an Award of Contract."
- Discussion and consideration of **Motion** by City Council.

C. Resolution authorizing the reimbursement of funds expended from the General Fund and Water Revenue Fund from the proceeds of the Tax-Increment Fund for purposes of Capital Projects incident and related to this Resolution:

- Review by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #13-26**, "A Resolution authorizing the reimbursement of funds expended from the General Fund and Water Revenue Fund from the proceeds of the Tax-Increment Fund for purposes of Capital Projects incident and related to this Resolution."
- Discussion and consideration of **Motion** by City Council.

D. 10th Ave N. STP Street Reconstruction Project:

- Review of Pay Estimate #7, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #7 by City Council.
- Discussion and consideration of **Motion** by City Council.

E. S. 20th St. Intersection, Stormwater, & Sidewalk Improvement Project:

- Introduction by Scott Flory, City Administrator.
- Review of proposed plans & specifications and preliminary plat & schedule of assessments, Jason Petersburg, P.E., Veenstra & Kimm.
- Public Hearing
- **Motion** to close the public hearing.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #13-27**, "A Resolution with respect to the adoption of the 'Resolution of Necessity' proposed for the S. 20th Street Intersection & Storm Sewer Project."
- Discussion and consideration of **Motion** by City Council.

- **Motion to approve Resolution #13-28, “A Resolution directing the preparation of detailed plans & specifications, form of contract, and notice to bidders on the S. 20th St. Intersection & Storm Sewer Project.”**
- Discussion and consideration of **Motion** by City Council.
- **Motion to approve Resolution #13-29, “A Resolution ordering bids; approving plans, specifications, and form of contract; notice to bidders; fixing bid security; and ordering Clerk to publish notice and fixing a date for receiving same; and for a public hearing on plans, specifications, form of contract, and estimate of cost.”**

F. Request for a Right-of-way Encroachment Permit for Off-Street Parking – 801 Main Avenue:

- Introduction by John Marino, Building Official.
- Review of request by Bob Rolling, Lake Time Brewery.
- **Motion** to approve Right-of-way Encroachment Permit request by City Council.
- Discussion and consideration by City Council.

G. Set dates for Spring Large Item Pick-up:

- **Motion** to set dates for Spring Large Item Pick-up: Monday, April 8th to Wednesday, April 10th.
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police’s Report:

8. Mayor’s Report:

9. Public Works Director’s Report:

- Update regarding necessary repairs to Well #1.

10. City Administrator’s Report:

- Pre-construction conference: HWY 18 (N. 3rd St W. – N. 9th St W.) Water Main Improvement Project, 3/19 at 10:00 a.m.
- Northwest Water Tower Engineering Report (4/1/13)

11. City Attorney’s Report:

- Iowa Court of Appeals: Ollenburg vs. Board of Adjustment of the City of Clear Lake, Iowa.

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – APRIL 1, 2013

RESOLUTION NO. _____

A RESOLUTION MAKING AWARD OF CONTRACT FOR THE
CLEAR LAKE MUNICIPAL CEMETERY ADDITION PHASE 1 – SITE GRADING

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

That the bid of Charlson Excavating, Clear Lake, Iowa, in the amount of \$37,775.00, for the Clear Lake Municipal Cemetery Addition Phase 1 – Site Grading, 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 18th day of March, 2013.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

BID TABULATION
CLEAR LAKE MUNICIPAL CEMETERY ADDITION
PHASE I SITE GRADING
CLEAR LAKE, IOWA
11934-12

DATE OF LETTING: March 13, 2013
 TIME OF LETTING: 11:00 a.m.
 TABULATED BY: DM DATE: 3/13/13
 CHECKED BY: DM DATE: 3/13/13



ENGINEER'S ESTIMATE

Carlson Excavating Co., Inc.
 Clear Lake, Iowa

Yohn Co. DBA The Excavating Co.
 Clear Lake, Iowa

L.B. & Sons
 Ventura, Iowa

Papp Excavating Inc
 Osage, Iowa

Regan Bros Excavating, Inc.
 Lake Mills, Iowa

McKinnon Excavating, Inc.
 Mason City, Iowa

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
1	Excavation, CL 10	11,000	CY	\$3.50	\$38,500.00	\$1.80	\$19,800.00	\$1.50	\$16,500.00	\$1.94	\$21,300.00	\$1.75	\$19,250.00	\$1.80	\$19,800.00	\$2.25	\$24,750.00
2	Topsoil, Strip & Stockpile	7,000	CY	\$3.00	\$21,000.00	\$1.10	\$7,700.00	\$1.50	\$10,500.00	\$1.50	\$10,500.00	\$1.50	\$10,500.00	\$1.70	\$11,900.00	\$2.75	\$19,250.00
3	Topsoil Spread	3,000	CY	\$3.50	\$10,500.00	\$1.50	\$4,500.00	\$1.54	\$4,620.00	\$1.50	\$4,500.00	\$2.00	\$6,000.00	\$1.70	\$5,100.00	\$3.00	\$9,000.00
4	Seed and Mulch - Urban	5	ACRE	\$1,500.00	\$7,500.00	\$1,495.00	\$7,475.00	\$1,750.00	\$8,750.00	\$1,750.00	\$8,750.00	\$2.00	\$10,000.00	\$2.00	\$10,000.00	\$3.00	\$15,000.00
5	Silt Fence	500	LF	\$5.00	\$2,500.00	\$1.00	\$500.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$2.00	\$1,000.00	\$3.00	\$1,500.00
6	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$4,250.00	\$4,250.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
TOTAL PROJECT					\$75,000.00		\$37,775.00		\$45,620.00		\$44,990.00		\$46,750.00		\$48,050.00		\$68,550.00

ENGINEER'S ESTIMATE

Cole Excavating
 Green, Iowa

Baker Concrete & Excavating
 Waverly, Iowa

Perman Contractors Inc
 Redwood, Iowa

Hanson Construction LLC
 Clear Lake, Iowa

CJ Meyer & Sons, Inc.
 Eldritch, Iowa

Yield Construction Corporation
 Cedar Falls, Iowa 50613

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Excavation, CL 10	11,000	CY	\$3.50	\$38,500.00	\$3.15	\$34,650.00	\$2.35	\$25,550.00	\$2.30	\$25,300.00	\$3.50	\$38,500.00	\$4.50	\$49,500.00	\$4.00	\$44,000.00
2	Topsoil, Strip & Stockpile	7,000	CY	\$2.00	\$14,000.00	\$1.65	\$11,550.00	\$2.00	\$14,000.00	\$2.10	\$14,700.00	\$3.00	\$21,000.00	\$3.00	\$21,000.00	\$2.50	\$17,500.00
3	Topsoil Spread	3,000	CY	\$2.50	\$7,500.00	\$1.95	\$5,850.00	\$2.75	\$8,250.00	\$2.00	\$6,000.00	\$2.00	\$6,000.00	\$2.00	\$6,000.00	\$3.50	\$10,500.00
4	Seed and Mulch - Urban	5	ACRE	\$1,500.00	\$7,500.00	\$1,750.00	\$8,750.00	\$1,925.00	\$9,625.00	\$1,750.00	\$8,750.00	\$2,000.00	\$20,000.00	\$1,750.00	\$8,750.00	\$4,000.00	\$40,000.00
5	Silt Fence	500	LF	\$5.00	\$2,500.00	\$2.85	\$1,425.00	\$2.20	\$1,100.00	\$2.00	\$1,000.00	\$3.00	\$1,500.00	\$2.00	\$1,000.00	\$3.00	\$1,500.00
6	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00	\$3,200.00	\$3,200.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$12,500.00	\$12,500.00
TOTAL PROJECT					\$75,000.00		\$68,425.00		\$69,225.00		\$80,750.00		\$82,000.00		\$85,250.00		\$106,000.00

Comments:
 A total of 12 bids were received. The lowest bid was submitted by Carlson Excavating Co., Inc. Their bid total submitted of \$37,775.00 is \$37,225.00 (49.8%) below the Engineer's Opinion of Cost of \$75,000.00. The bid appears to be both responsible and responsive.

Remarks:
 Yahn Co. by Associates recommends awarding the construction contract to Carlson Excavating Co., Inc. The contract documents require the bids to remain valid for 30 days following the bid opening.

To the best of Yahn Co. by Associates' knowledge, the above is a true and correct tabulation of the bids opened at 11:00 a.m. on March 13, 2013.

Michael C. Becking
 Michael L. Deibing, PE
 Date: 3/13/13

RESOLUTION NO. _____

A RESOLUTION MAKING AWARD OF CONTRACT FOR THE
12TH AVENUE SOUTH RECREATION AREA TRAIL IMPROVEMENT PROJECT

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

That the bid of Heartland Asphalt, Mason City, Iowa, in the amount of \$105,525.25, for the 12th Avenue South Recreation Area Trail Improvement 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 18th day of March, 2013.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

BID TABULATION

**12TH AVENUE SOUTH RECREATION AREA
TRAIL IMPROVEMENT PROJECT
CLEAR LAKE, IOWA
11905-12**

DATE OF LETTING: March 13, 2013

TIME OF LETTING: 10:00 a.m.

TABULATED: JM DATE: 3/13/13

CHECKED: MO DATE: 3/13/13

ENGINEER'S ESTIMATE

Heartland Asphalt
Mason City, Iowa

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Excavation, Cl. 10	1,125	CY	\$7.00	\$7,875.00	\$12.95	\$14,568.75
2	Recreational Trail, HMA, 4"	3,230	SY	\$20.00	\$64,600.00	\$18.15	\$58,624.50
3	Recreational Trail, HMA, 6"	30	SY	\$30.00	\$900.00	\$26.80	\$804.00
4	Modified Subbase	1,075	TON	\$16.00	\$17,200.00	\$17.40	\$18,705.00
5	PCC Sidewalk, 6"	80	SF	\$10.00	\$800.00	\$11.90	\$952.00
6	Detectable Warning Panel	16	SF	\$50.00	\$800.00	\$35.00	\$560.00
7	Turf Restoration	0.30	ACRE	\$5,000.00	\$1,500.00	\$24,800.00	\$7,440.00
8	Culvert Extension, 18", HDPE	20	LF	\$50.00	\$1,000.00	\$43.55	\$871.00
9	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
TOTAL PROJECT					\$99,675.00		\$105,525.25

Comments

A total of 1 bid was received. The bid was submitted by Heartland Asphalt, Inc. Their bid total submitted of \$105,525.25 is \$5,850.25 (5.8%) over the Engineer's Opinion of Cost of \$99,675.00. The bid appears to be both responsible and responsive.

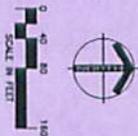
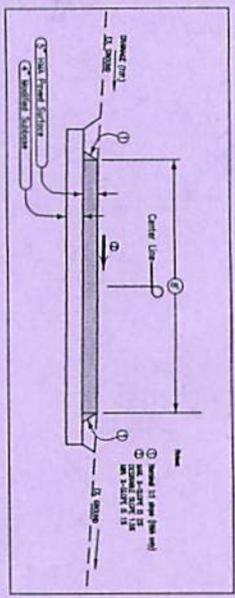
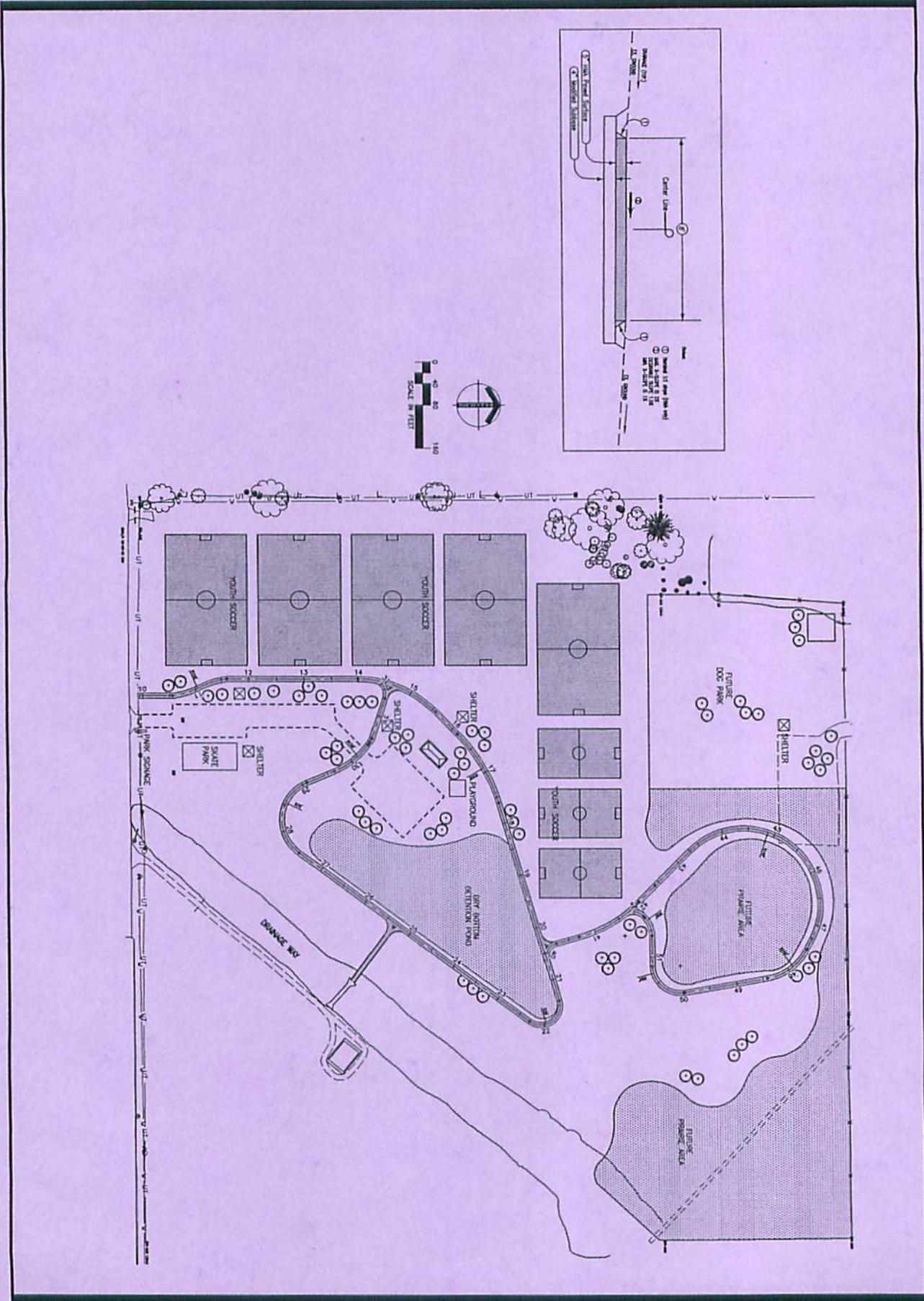
Remarks

Yaggy Colby Associates recommends awarding the construction contract to Heartland Asphalt. The contract documents require the bids to remain valid for 30 days following the bid opening.

To the best of Yaggy Colby Associates' knowledge, the above is a true and correct tabulation of the bids opened at 10:00 a.m. on March 13, 2013.

Michael L. Danburg
Michael L. Danburg, PE

3/13/13
Date



PROJECT NUMBER	11805
CLIENT	11805 DESIGN
DATE	4/11/11
DESIGNED BY	ML
CHECKED BY	ML
APPROVED BY	ML
DATE	4/11/11
SCALE	1" = 100'

**CLEAR LAKE PARKS AND RECREATION
 TRAIL IMPROVEMENTS PROJECT**
 CLEAR LAKE, IOWA

TRAIL PLAN

PROJECT
 DESIGNER
 LANDSCAPE ARCHITECTS
 211 10TH AVENUE
 CLEAR LAKE, IOWA 52005
 PHONE: 563-241-1111
 FAX: 563-241-1112
 WWW.YAGGYCOLBY.COM



RESOLUTION # _____

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

WHEREAS, the City Council of the City of Clear Lake has heretofore entered into various contracts pertaining to the expenditure of lawfully available funds to finance costs associated with (i) construction, professional services, and administrative costs related to the Main Water Tower Demolition Project; (ii) construction, professional services, and administrative costs related to the Highway 18 Watermain Improvement Project; and

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

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

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

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

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

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

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

SECTION 4: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of

such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

Passed and approved March 18, 2013.

Nelson, P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

VEENSTRA & KIMM, INC.

• Consulting Engineers

Stone Creek Office Building
2800 Fourth Street, Suite 9
Mason City, Iowa 50401
Ph: 641-421-6008 Fax: 641-360-0313



City of Clear Lake

Date: March 8, 2013

APPLICATION FOR PAYMENT NO. 7

Project Title: 10th Avenue North STP Street Reconstruction Project	Contractor: Wickes Construction, Inc.
Original Contract Amount: \$561,186.22	Pay Period: July 1 - November 30, 2012
Contract Date: August 15, 2011	

ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	BID ITEMS		EXTENDED PRICE	QUANTITY COMPLETED	VALUE COMPLETED	PERCENTAGE COMPLETED
					UNIT PRICE					
10	BAV BID	CLUB • GILUB	UNIT	1.00	12.00	1,560.00	1.00	1,560.00	100.0%	
20	2107-025002	TOPSOIL, FERTILIZER AND SPREAD	CY	200.0	26.50	5,300.00	173.0	4,584.50	65.5%	
30	2107-025003	TOPSOIL, STEER SALVAGE & SPREAD	CY	394.0	13.00	5,122.00	211.0	2,743.00	53.1%	
40	2107-025004	CONCRETE CURB AND GUTTER • DENSITY CONTROL	CY	862.0	5.20	4,482.40	862.0	4,482.40	100.0%	
50	2111-100000	RECONSTRUCTION OF MANHOLE BOX	EACH	8.0	115.00	920.00	5.0	575.00	62.5%	
60	2111-100001	RECONSTRUCTION OF MANHOLE BOX	TON	650.0	18.00	11,700.00	1140.2	70,513.60	173.4%	
70	2402-0425011	CONCRETE SIDE WALK, 6" C&G STONE	TON	200.0	15.00	3,000.00	190.7	2,860.50	93.8%	
80	2411-012016	CONCRETE SIDE WALK, 6" C&G STONE	EACH	1.0	3,500.00	3,500.00	3.0	10,500.00	100.0%	
90	2411-012017	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	2,500.00	5,000.00	4.0	10,000.00	100.0%	
100	2411-012018	CONCRETE SIDE WALK, 6" C&G STONE	EACH	4.0	3,060.00	12,240.00	12.0	35,916.00	100.0%	
110	2411-012019	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
120	2411-012020	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
130	2411-012021	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
140	2411-012022	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
150	2411-012023	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
160	2411-012024	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
170	2411-012025	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
180	2411-012026	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
190	2411-012027	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
200	2411-012028	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
210	2411-012029	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
220	2411-012030	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
230	2411-012031	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
240	2411-012032	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
250	2411-012033	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
260	2411-012034	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
270	2411-012035	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
280	2411-012036	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
290	2411-012037	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
300	2411-012038	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
310	2411-012039	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
320	2411-012040	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
330	2411-012041	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
340	2411-012042	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
350	2411-012043	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
360	2411-012044	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
370	2411-012045	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
380	2411-012046	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
390	2411-012047	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
400	2411-012048	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
410	2411-012049	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
420	2411-012050	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
430	2411-012051	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
440	2411-012052	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
450	2411-012053	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
460	2411-012054	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
470	2411-012055	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
480	2411-012056	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
490	2411-012057	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
500	2411-012058	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
510	2411-012059	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
520	2411-012060	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
530	2411-012061	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
540	2411-012062	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
550	2411-012063	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
560	2411-012064	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
570	2411-012065	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
580	2411-012066	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
590	2411-012067	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
600	2411-012068	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
610	2411-012069	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
620	2411-012070	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
630	2411-012071	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
640	2411-012072	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
650	2411-012073	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
660	2411-012074	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
670	2411-012075	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
680	2411-012076	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
690	2411-012077	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
700	2411-012078	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
710	2411-012079	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
720	2411-012080	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
730	2411-012081	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
740	2411-012082	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
750	2411-012083	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
760	2411-012084	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
770	2411-012085	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
780	2411-012086	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
790	2411-012087	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
800	2411-012088	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
810	2411-012089	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
820	2411-012090	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
830	2411-012091	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
840	2411-012092	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
850	2411-012093	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
860	2411-012094	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
870	2411-012095	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
880	2411-012096	CONCRETE SIDE WALK, 6" C&G STONE	EACH	2.0	1,000.00	2,000.00	2.0	2,000.00	100.0%	
890</										

State Creek Office Building
 2800 Fourth Street, Suite 9
 Mason City, Iowa 50401
 Ph: 641-421-8008 Fax: 641-380-0113



City of Clear Lake

Date: March 8, 2013

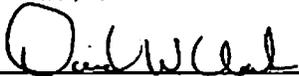
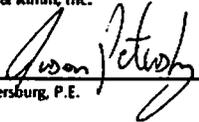
APPLICATION FOR PAYMENT NO. 7

Project Title: 10th Avenue North STP Street Reconstruction Project	Contractor: Wicka Construction, Inc.
Original Contract Amount: \$561,186.22	Pay Period: July 1 - November 30, 2012
Contract Date August 15, 2011	

ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	BID PRICE	EXTENDED PRICE	QUANTITY COMPLETED	VALUE COMPLETED	PERCENTAGE COMPLETED
IDOT PROJECT NO: STP-U-7967(600)-27-17 (STP FUND ELIGIBLE)									
330	313-801010	PATCH FULL-DEPTH FINISH, BY COUNT	LSCH	1.0	\$80.00	\$80.00	2.0	\$160.00	64.7%
340	311-899005	SCHEMULIZATION	LS	1.0	\$0.00	\$0.00	100.0%	\$0.00	100.0%
370	312-000010	FRENCH COMPACTION TESTING	LS	1.0	\$4,800.00	\$4,800.00	100.0%	\$4,800.00	100.0%
380	314-011404	WATER MAIN TRENCHED POLYVINYL CHLORIDE PIPE (PVC) 6"	LF	16.0	\$1.00	\$16.00	11.0	\$11.00	68.7%
390	314-011405	WATER MAIN TRENCHED POLYVINYL CHLORIDE PIPE (PVC) 8"	LF	6.0	\$1.00	\$6.00	10.0	\$10.00	133.0%
400	314-011406	WATER MAIN TRENCHED POLYVINYL CHLORIDE PIPE (PVC) 8"	LF	1,393.0	\$1.00	\$1,393.00	1,192.0	\$1,192.00	85.6%
410	314-020000	FITTINGS BY WEIGHT, LB.	LB	75.00	\$1.00	\$75.00	77.0	\$77.00	102.7%
420	314-020003	VALVE CAST IRON 8 INCH	EA	4.0	\$1,000.00	\$4,000.00	3.0	\$3,000.00	75.0%
430	314-021203	VALVE BRASS 8 INCH	EA	1.0	\$4,000.00	\$4,000.00	1.0	\$4,000.00	100.0%
440	315-099005	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
450	315-099006	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
460	315-099007	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
470	315-099008	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
480	315-099009	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
490	315-099010	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
500	315-099011	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
510	315-099012	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
520	315-099013	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
530	315-099014	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
540	315-099015	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
550	315-099016	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
560	315-099017	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
570	315-099018	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
580	315-099019	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
590	315-099020	CONCRETE CURB AND GUTTER	EA	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0%
SUB TOTAL						\$ 391,506.67		\$ 390,016.05	
ALTERNATE 1									
390	2102-271010	EXCAVATION, CL 10, MEDW • ROBOROW	CU	1,794	\$ 9.23	\$ 12,012.09	1344	\$ 12,313.00	104.5%
600	2115-010000	MODIFIED SUBBASE	CU	815	\$ 34.00	\$ 27,710.00	815	\$ 27,710.00	100.0%
610	2101-103000	STEPS RECONSTRUCT CURB	LF	4,597	\$ 19,405.55	\$ 89,190.55	4,597	\$ 89,190.55	100.0%
620	2101-0911722	RECONSTRUCT SIDEWALK	LS	1	\$ 500.00	\$ 500.00	0%	\$ -	0%
TOTAL ALTERNATE 1						\$ 169,677.55		\$ 171,772.55	
7001	2601-3634150	MULCHING, WOOD CELLULOSE FIBER	ACRE	0.5	\$ 2,500.00	\$ 1,250.00		\$ -	
7002	2601-3634644	SEED • FERTILIZER (URBAN)	ACRE	0.5	\$ 3,200.00	\$ 1,600.00		\$ -	
8001	7601-3639010	SOODING	SO	237.2	\$ 59.00	\$ 14,017.60	237.2	\$ 14,017.60	100.0%
TOTAL STP - U - 1372617-70-47						\$ 572,551.82		\$ 575,706.20	100.4%

SUMMARY			
		Contract Price	Total Value Completed
		STP-U-1372(617)-70-17	STP-U-1372(617)-70-17
Original Contract Price		\$ 561,186.22	\$ 575,706.20
Approved Change Orders (list each)	Change Order No. 1	\$ 12,167.60	
Revised Contract Price		\$ 573,353.82	\$ 575,706.20
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 575,706.20
Less Retained Percentage (3%) (\$30,000 Maximum)			\$ 17,271.19
Less Liquidated Damages (10 days @ \$500 per day)			\$ 5,000.00
Less Non-Compliance (w/c ratio for Maturity Curve)			\$ 8,334.72
Net Amount Due This Estimate			\$ 545,100.29
Less Estimate(s) Previously Approved	No.1	\$	25,387.33
	No.2	\$	141,116.86
	No.3	\$	94,888.31
	No.4	\$	38,578.84
	No.5	\$	209,389.48
	No.6	\$	34,604.12
		Total Previously Approved	\$ 543,964.94
Percent Complete	100.4%	Amount Due This Estimate	\$ 1,135.35

The amount \$ 1,135.35 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: Wicks Construction, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Clear Lake
Signature 	Signature 	Signature
David Clark	Jason Petersburg, P.E.	Scott Flory
Project Manager	Project Engineer	City Administrator
Title	Title	Title
Date 3-11-13	Date 3/8/13	Date

Council Member _____ introduced the following Resolution entitled "RESOLUTION WITH RESPECT TO THE ADOPTION OF THE RESOLUTION OF NECESSITY PROPOSED FOR THE S 20TH STREET (MAIN AVENUE - 2ND AVENUE SOUTH) INTERSECTION & STORM SEWER PROJECT, CLEAR LAKE, IOWA" and moved that it be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION WITH RESPECT TO THE ADOPTION OF THE RESOLUTION OF NECESSITY PROPOSED FOR THE S 20TH STREET (MAIN AVENUE - 2ND AVENUE SOUTH) INTERSECTION & STORM SEWER PROJECT, CLEAR LAKE, IOWA

WHEREAS, this Council has proposed a Resolution of Necessity for the S 20th Street (Main Avenue - 2nd Avenue South) Intersection & Storm Sewer Project, Clear Lake, Iowa, has given notice of the public hearing thereon as required by law; and

WHEREAS, the public hearing has been held, all persons offering objections have been heard and consideration given to all objections and is pending before this Council; and

WHEREAS, this is the time and place set as provided for the taking of action on the proposed Resolution of Necessity;

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

Section 1. That the proposed Resolution of Necessity described above is hereby:

- Adopted, without amendment, and all objections filed or made having been duly considered are overruled.
- Adopted as amended by the Schedule of Amendments attached hereto as Exhibit A, and made a part hereof by reference. All objections filed or made having been duly considered are overruled.
- Deferred for later consideration to a Council meeting to be held on _____ day of _____, next, at _____ o'clock _____ .M, at this meeting place, with jurisdiction retained for further consideration and action at the adjourned meeting.
- Abandoned.

Section 2. That all written requests for agricultural deferment by property owners must be filed within ten (10) days following the date of adoption of this Resolution.

PASSED AND APPROVED this 18th day of March, 2013.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING PREPARATION OF DETAILED PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND NOTICE TO BIDDERS ON THE S 20TH STREET (MAIN AVENUE - 2ND AVENUE SOUTH) INTERSECTION & STORM SEWER PROJECT, CLEAR LAKE, IOWA" and moved that it be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING PREPARATION OF
DETAILED PLANS AND SPECIFICATIONS, FORM OF
CONTRACT AND NOTICE TO BIDDERS ON THE
S 20TH STREET (MAIN AVENUE - 2ND AVENUE
SOUTH) INTERSECTION & STORM SEWER PROJECT,
CLEAR LAKE, IOWA

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

That Veenstra & Kimm, Inc., Engineer is hereby ordered and directed to prepare and file with the Clerk detailed plans and specifications for the construction of the S 20th Street (Main Avenue - 2nd Avenue South) Intersection & Storm Sewer Project, Clear Lake, Iowa.

BE IT FURTHER RESOLVED that the Engineer is hereby ordered and directed to prepare and file with the Clerk a Notice to Bidders and form of contract for the construction of the S 20th Street (Main Avenue - 2nd Avenue South) Intersection & Storm Sewer Project, Clear Lake, Iowa.

PASSED AND APPROVED this 18th day of March, 2013.

Mayor

ATTEST:

City Clerk

PART 2

Council Member _____ introduced the following Resolution and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION ORDERING BIDS, APPROVING PLANS, SPECIFICATIONS AND FORM OF CONTRACT AND NOTICE TO BIDDERS, FIXING AMOUNT OF BID SECURITY, AND ORDERING CLERK TO PUBLISH NOTICE AND FIXING A DATE FOR RECEIVING SAME, AND FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS

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

That the S 20th Street (Main Avenue - 2nd Avenue South) Intersection & Storm Sewer Project, Clear Lake, Iowa is hereby ordered to be advertised for bids for construction.

BE IT FURTHER RESOLVED that the detailed plans and specifications as prepared by Veenstra & Kimm, Inc., Engineer, for the project, for the construction of the S 20th Street (Main Avenue - 2nd Avenue South) Intersection & Storm Sewer Project, Clear Lake, Iowa, and the form of contract and Notice to Bidders, as approved by the Attorney, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the office of the Clerk for public inspection.

BE IT FURTHER RESOLVED, that the amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders hereby approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice to bidders once in the "Clear Lake Mirror Reporter", a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than forty-five days prior to _____, 2013, which latter date is hereby fixed as the date for receiving bids. The bids are to be filed prior to _____ o'clock _____.M., on such date.

Bids shall be received and opened at a public meeting as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on _____, 2013, at _____ o'clock _____.M.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice of hearing once in such newspaper, the publication to be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be held at _____ o'clock _____.M. on _____, 2013.

PASSED AND APPROVED this 18th day of March, 2013.

Mayor

ATTEST:

City Clerk

**NOTICE OF HEARING AND LETTING
NOTICE TO BIDDERS**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF SOUTH 20TH STREET (MAIN AVE. - 2ND AVE. S.) INTERSECTION RECONSTRUCTION AND STORM SEWER PROJECT FOR THE CITY OF CLEAR LAKE, IOWA, AND FOR THE TAKING OF BIDS THEREFOR

Sealed proposals will be received by the City Clerk of the City of Clear Lake, Iowa, in the Council Chambers at City Hall, 15 North Sixth Street, Clear Lake, Iowa, until 11:00 o'clock A.M. on the 11th day of April 2013, for the construction of the South 20th Street (Main Ave. - 2nd Ave. S.) Intersection Reconstruction and Storm Sewer Project as described in the plans and specifications therefore, now on file in the office of the City Clerk.

Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above.

Also, at 6:30 P.M. on the 15th day of April 2013, the City Council of said City will, in said Council Chambers, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

Also, at 6:30 P.M. on the 15th day of April 2013 or at such time, date and place as then may be fixed, will act upon proposals and enter into a contract for the construction of said improvements.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

SOUTH 20TH STREET (MAIN AVE. - 2ND AVE. S.) INTERSECTION RECONSTRUCTION AND STORM SEWER PROJECT

Project includes all labor, materials and equipment necessary to construct approximately 60 linear feet of 8" sanitary sewer main, sanitary sewer services, miscellaneous water main and service improvements, 700 linear feet of storm sewer piping, intakes, 1,200 linear feet

of subdrain, 1,200 square yards of PCC pavement patching, 10,000 square feet of sidewalk, seeding and miscellaneous associated work including cleanup.

The method of construction of all improvements shall be by contract in accordance with the plans and specifications and general stipulations for said improvements approved by the City Council.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the City Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be accompanied by a bid security in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to 5% of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 5% of the bid. Contractor shall determine amount of bid bond based on the amount of the base bid and all alternate construction bid items.

The bid security should be made payable to THE CITY OF CLEAR LAKE, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form included in the specifications.

Pursuant to Chapter 73 of the Code of Iowa, out of state bidders are hereby advised of the Iowa Bidding Preference Law extending to Iowa firms any preference out of state competitors receive in their own states. Such preference may be (a) strict preference, (b) reciprocal preference, or combination preference and reciprocal. Application for such preference will be extended for any "public improvement" as defined in Chapter 73A.1 of the Code of Iowa.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes.

The City reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to enter into such contract as it shall deem for the best interest of the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of hearing.

The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a responsible surety approved by the City Council and listed in the U.S. Treasury Department's most current list (Circular 570, as amended) and authorized to transact business in the State of Iowa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period as required by the specifications after its completion and acceptance by the City Council.

It is anticipated Notice to Proceed will be issued by June 3, 2013. Contractor can start work any time after Notice to Proceed is issued. Work for storm sewer and street construction items shall be substantially completed no later than August 16, 2013. All work shall be finally completed and the project ready for final acceptance by September 20, 2013. Once Contractor begins work on the project, work shall progress in a continuous manner until all work is completed unless written approval to otherwise complete work is received from the Engineer.

Bidders shall be expected to comply with Chapters 91C and 103A of the Code of Iowa concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply the City of Clear Lake with proof of said compliance.

Payment of the cost of said project will be made from any one or a combination of all lawful sources of City revenue at the sole discretion of the City Council.

Payment will be made to the Contractor based on monthly estimates in amounts equal to ninety-five (95) percent of the contract value of the work completed. Monthly estimates will be made by the Engineer and payment will be made to the Contractor on or about ten (10) days thereafter. Payment may be made for materials stored off or on site providing adequate written documentation is provided. Final payment will not be made sooner than thirty (30) days following Final Acceptance of the Work by the City of Clear Lake.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest

therein, including applicable insurance. The Engineer will, within fifteen (15) days after receipt of each partial payment estimate, either indicate in writing his concurrence of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to concur with the partial payment estimate. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to City Council of a submitted partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the contract documents.

The bidder's attention is called to the prompt payment to the subcontractors, under Chapter 573.12 of the Code of Iowa.

Liquidated damages in the amount of Five Hundred Dollars (\$500) per calendar day will be assessed for each calendar day that work on the total project, or portions of the contract where specific completion dates are specified, that remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the contractor.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work has been accepted by him under the conditions of the contract documents. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of Mason City, Iowa, said plans and specifications and the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk and may be examined at City Hall. The ENGINEER shall make available and distribute plans and specifications in accordance with Senate File 2389. Complete sets of the Bidding Documents may be obtained from ENGINEER at the ENGINEER'S office located at 2800 Fourth Street SW, Suite 9, Mason City, Iowa 50401 upon payment of plan deposit in the sum of Fifty Dollars (\$50) This payment is refundable upon return of the bidding documents within fourteen (14) days after award of the project in good reusable condition. If the contract documents are not returned in a timely manner and in good reusable condition, the deposit shall be forfeited to the OWNER. Plan deposit checks shall be made out to the City of Clear Lake.

Bidders who request bidding documents be mailed or shipped to them shall designate a mailing address and pay shipping / mailing costs in the amount of \$10 for standard USPS mail delivery or normal UPS ground delivery. Any special shipping / mailing requests will be at bidders cost. Checks for shipping / mailing shall be made out to Veenstra & Kimm, Inc.

This notice is given by order of the Council of the City of Clear Lake, Iowa.

CITY OF CLEAR LAKE

Nelson Crabb, Mayor

ATTEST:

Scott Flory, City Administrator

March 14, 2013

Honorable Mayor and Council,

This letter is a review of code requirements as they pertain to Lake Time Brewery. Section 165.21 of our zoning code has this project in the CBI zone listing it as an allowable commercial use. This is in the CBI Zoning, an allowable commercial use.

This is a project proposed by Mr. Bob Rolling who has plans prepared by Bergland and Cram Architects to remodel a portion of the existing Clark Realty building of 801 Main Avenue into a microbrewery where he will brew his own beer and have samples for sale along with containers to go. Mr. Rolling will be available to explain his operation and answer any questions at your council meeting.

After review, it is my opinion that this plan meets the requirements of the building code and the existing building code and the fire code. The number one concern is adequate parking.

Section 165.33 covers off street parking. Under principal uses, its closest fit is "Establishments Dispensing Beverages for Consumption on Premises". The requirements are one space for each 150 square feet of floor area, which would equal 3.46 spaces. Rounded off, this would be 3 spaces. (Another way this can be figured is to take 1/3 of the occupant load of the seating area, 34 divided by 3 equals 11 or which ever is less.)

The code also states that in instances where a use is within 600 feet of the city-owned parking area, up to 50 % of the required spaces may be provided in the parking facility. This drops the parking requirement to 2 spaces. This sounds low, but it is the minimal requirement of the code.

Mr. Rolling has before you an encroachment request that would provide 4 on-site parking spaces, one of which would be a required handicap space. The need for the encroachment permit is brought about by the abnormally large right-of-way on South 8th Street that measures 66 feet from the center line. This almost doubles the normal right-of-way.

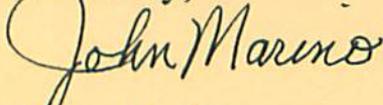
Clark Realty would be downsized to one room and would not operate at any time Lake Time Brewery is open. There is also a small apartment above the realty office. The tenant will retain one stall of the garage for his off-street parking use.

I do not see these uses affecting Mr. Rolling's 4 spaces. He has talked with Mr. Cram to address the possible need of additional parking. Mr. Cram has provided MR. Rolling with a verbal agreement to allow the use of his property located across South 8th Street.

In addition to Randy Cram's agreement with Mr. Rolling, I have talked to Mr. Doug Duesenberg about any overflow or inadvertent parking. He has assured me that he is in agreement with vehicle parking on his property as long as it is gone when he opens and there is no damage.

Mr. Rolling has no plans to use a dumpster and his signage will be on the front of the building on private property.

Sincerely,

A handwritten signature in cursive script that reads "John Marino".

John Marino

Building and Zoning Official

John,

I have spoken to Randy Cram and we have been going back and forth via e-mail regarding Lake Time Brewery using his parking lot. He is not opposed to any of my customers parking there. I told him that I am not going to advertise that his lot can be used for Lake Time parking but if my customers do park there he will not be opposed to it. I think there are many in this community, including myself, that think/thought this parking lot is public. This has always been one of my concerns and the reason why I initially contacted him.

Mr. Cram has contacted his insurance company and his current tenants and he stated to me that nobody was opposed to my customers inadvertently parking there. We both agreed that my hours are opposite of any of hours those businesses have.

Mr. Cram also stated that he does not feel the need to do a formal agreement at this time because we currently meet the city parking code of four spaces, two of which can be in the Public Parking lot. If we were not up to code and we were required to supply more spaced he would look into it. He also explained to me that if he did a formal agreement, that would require him to rewrite all of his tenants leases. That is a legal expense that he feels is unnecessary if we can meet the city's code on our own.

Bob Rolling

Lake Time Brewery

641-781-1495

Prepared By: Veenstra & Kimm, Inc. 2800 Fourth Street S.W., Mason City, Iowa (641) 421-8008
Return To: Veenstra & Kimm, Inc. 2800 Fourth Street S.W., Mason City, Iowa (641) 421-8008

REVOCABLE ENCROACHMENT PERMIT AND AGREEMENT

THIS AGREEMENT is made and entered into by Kirk Family Holdings, LC, 504 West Lake Street, Ventura, Iowa 50482, hereinafter referred to as the "Grantee", and the City of Clear Lake, hereinafter referred to as the "Grantor":

WHEREAS, the undersigned Grantee intends to construct certain improvements adjacent to the following described parcel of real property in the City of Clear Lake, County of Cerro Gordo, State of Iowa:

Street Address: 801 Main Avenue, Clear Lake, IA

Legal Description: NORTH 95 FEET OF LOT 4 IN THE SUBDIVISION OF BLOCK 1 IN ALLEN'S ADDITION TO CLEAR LAKE, IA

WHEREAS, Grantee desires to use and encroach in, over, upon or under the right-of-way of South 8th Street, in constructing, using and maintaining said improvements, to the extent and in the manner hereinafter more specifically described and set forth, and

WHEREAS, the requested encroachment will not, in the opinion of the Grantor obstruct, interfere with, impede or endanger the Grantor or any member of the public in any lawful use of said street as the same is presently improved for public use and a revocable encroachment permit can reasonably and safely be granted to the present and future owners of said property for the encroachment hereinafter described until such time when said permit is revoked;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES and subject to the terms and conditions hereinafter set forth, the Grantor does hereby give and grant to Grantee, for the use and benefit of the herein above described parcel of real property, a revocable encroachment permit to construct, keep, use and maintain within the right-of-way where it bounds said parcel of real property, the following described encroachment:

Description of Encroachment Benefit Area: Paved parking area as shown on Exhibit A attached.

Description of Proposed Parking Lot Layout: Paved parking area as shown on Exhibit B attached.

THIS ENCROACHMENT PERMIT AND AGREEMENT IS EXPRESSLY GRANTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Said encroachment permit shall run with the parcel of real property as described above and the terms and conditions hereof and all of the duties and liabilities created hereby shall be a benefit to and a burden upon the owners and occupants of the land, their assigns, and their successors in interest;
2. This encroachment permit shall be revocable at any time hereafter by the Grantor with or without cause; provided, however, that before revoking such permit, the Grantor shall provide the Grantee with an opportunity for a hearing after serving at least ten (10) days' notice before such hearing; If the Grantor exercises its option to revoke this permit and agreement, the Grantee and/or any successors, assigns or future holders of interest in the land adjoining the encroachment permit benefit area shall be responsible for the removal at no cost to the Grantor of such encroachments and restoration of the terrain within sixty (60) days after written notice of such intention to revoke such permit has been served to the Grantee or occupant of said parcel of real property herein above described. Notice to either the Grantee or occupant shall be sufficient;
3. That Grantee does hereby, for himself and his successors in interest of said real property, release the Grantor from any and all damage and claim for damage, and does hereby waive any and all actions, causes of action and claims which Grantee may have, or claim to have, against the Grantor by reason of any future revocation of this permit;
4. It is mutually agreed that the Grantor shall not be responsible for any loss, cost or damage or claim of damage to persons or property by any person as a result of the existence of said encroachment, and the Grantee and any successors in interest, does hereby agree to hold the Grantor, its officers, agents and employees, free, clear and harmless from any such loss, cost or damage;
5. Grantee, for himself and his successors in interest, does hereby agree at all times during the life of this permit, to carry and maintain in full force and effect comprehensive insurance, with the Grantor to be named as an additional insured there under so as to protect the Grantor from any and all claims of damage to person or property as a result of the encroachment.

6. This Permit shall be recorded in the Office of the Recorder of Cerro Gordo County, Iowa.

Approved this _____ day of _____, 2013.

By: _____
Scott Flory, City Administrator, Designated Representative for Grantor

State of Iowa}
County of Cerro Gordo}

On _____, 2013, before me, Notary Public, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that by signature on the instrument the persons executed the instrument.

Notary's Signature

We hereby represent that we are the owners of the above-described property, and, after reviewing the forgoing terms and conditions, we accept this revocable encroachment permit and agree that we have applied for the same and have read and know the contents thereof and for ourselves and our successors in interest, as owners or occupants of the parcel of land herein described above, we agree to abide by and be bound by all the terms and conditions thereof.

Dated _____, 2013

By: _____
Designated Representative for Grantee

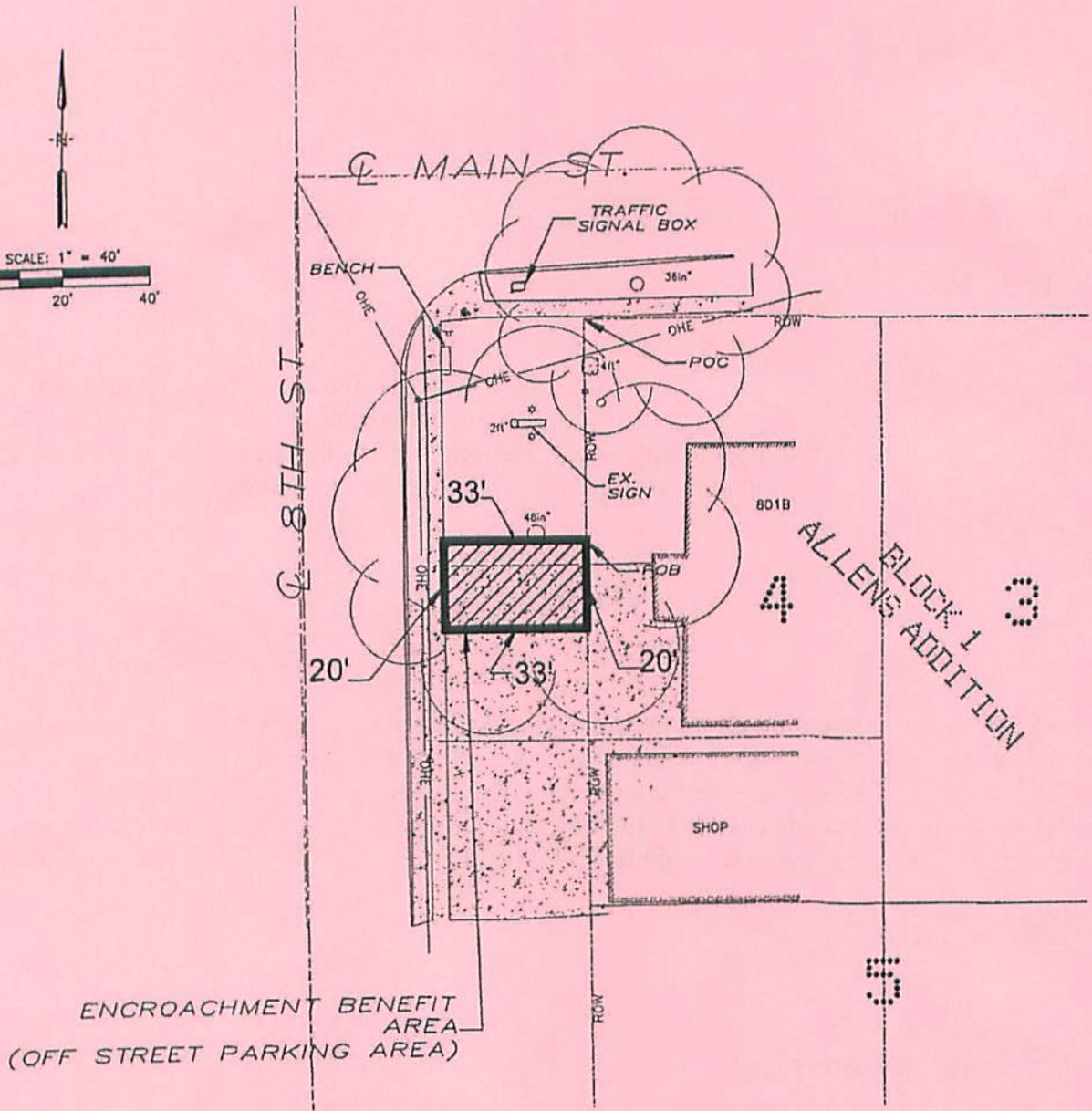
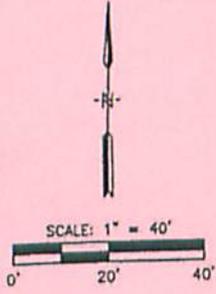
Grantee's Printed Name: _____

State of Iowa}
County of Cerro Gordo}

On _____, 2013, before me, Notary Public, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that by signature on the instrument the persons executed the instrument.

Notary's Signature

X-REFS: V:VEENSTRA & KIMM/CLEMENTS/MUNICIPAL/CLEAR LAKE/PROJECT FILES/SITE PLAN AND PLAT REVIEWS: #38345/LAKE TIME BREWERY/38345-014/DRAWINGS/SURVEY/TOPO/CL-LAKE TIME BREWERY TOPO 2-26-13 PLOTTED: Friday, March 06, 2013 2:45:54 PM



ENCROACHMENT BENEFIT AREA
(OFF STREET PARKING AREA)

LEGEND

- FLAGPOLE
- ☆ LIGHTPOLE
- △ GAS VALVE
- ▽ SIGN
- ✱ TRAFFIC SIGNAL
- GUY ANCHOR
- DECIDUOUS TREE SIZE AS NOTED
- BUSH SIZE AS NOTED
- OHE — OVERHEAD POWER LINE
- CENTERLINE ROAD
- ROW — RIGHT OF WAY (ROW) LINE
- APPROXIMATE PROPERTY LINE
- [Hatched Box] CONCRETE

ENCROACHMENT BENEFIT AREA DESCRIPTION:
 A THIRTY THREE FOOT (33') WIDE STRIP OF ROAD RIGHT OF WAY (ROW) OF SOUTH 8TH STREET ADJACENT TO LOT 4 IN THE SUBDIVISION OF BLOCK 1 IN ALLEN'S ADDITION TO CLEAR LAKE, CERRO GORDO COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTHERLY ALONG THE EASTERLY ROW LINE OF SOUTH 8TH STREET, FIFTY (50) FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE CONTINUING SOUTHERLY ALONG SAID ROW LINE TWENTY (20) FEET; THENCE WESTERLY AND PARALLEL TO THE NORTH LINE OF SAID LOT 4, THIRTY THREE (33) FEET; THENCE NORTHERLY AND PARALLEL TO THE EAST ROW LINE OF SOUTH 8TH STREET TWENTY (20) FEET; THENCE EASTERLY AND PARALLEL TO THE NORTH LINE OF SAID LOT 4, THIRTY THREE (33) FEET TO THE P.O.B. CONTAINING 660 SQUARE FEET MORE OR LESS.

SCALE	AS NOTED	VEENSTRA & KIMM, INC.	ENCROACHMENT DRAWING LAKE TIME BREWERY CLEAR LAKE	EXHIBIT
DRAWN	BVS		2800 Fourth Street SW • Suite 9 • Mason City, Iowa 50401-1596 641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)	A
CHECKED	JAP			
APPROVED	JAP			
DATE	03/08/13			
A.C. DATE				PROJECT 38345-014

SCALE	AS NOTED
DRAWN	DRS
CHECKED	JAP
APPROVED	JAP
DATE	03/08/13
A.C. DATE	

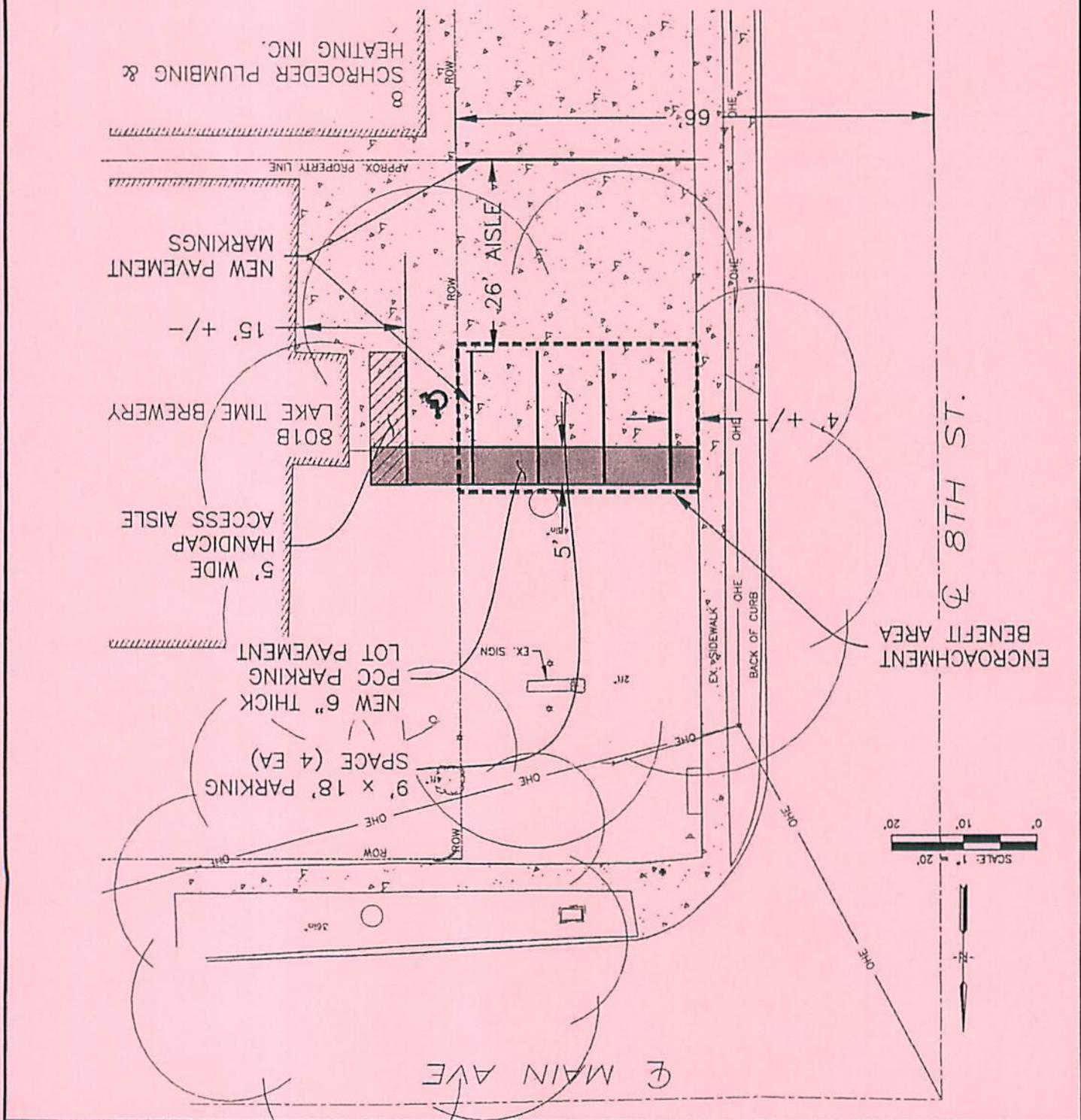


VENSTRA & KIMM, INC.
 2000 Fourth Street SW • Suite 9 • Mason City, Iowa 50401-1596
 641-421-8008 • 641-360-0313 (FAX) • 877-241-8008 (WATS)

PROJECT	30345-014
EXHIBIT	B

**PARKING LOT LAYOUT - 4 SPACES
 LAKE TIME BREWERY
 CLEAR LAKE**

- LEGEND**
- PROPOSED PAVING
 - CONCRETE PAVEMENT
 - APPROXIMATE PROPERTY LINE
 - RIGHT OF WAY (ROW) LINE
 - CENTERLINE ROAD
 - OVERHEAD POWER LINE
 - GUY ANCHOR
 - DECIDUOUS TREE SIZE AS NOTED
 - BUSH SIZE AS NOTED
 - FLAGPOLE
 - LIGHTPOLE
 - GAS VALVE
 - SIGN
 - TRAFFIC SIGNAL



Principal Use	Zone	Number of Spaces
Commercial Uses (continued): Furniture, major appliance and floor covering stores and repair shops	where permitted	1 space for each 500 square feet of floor area
Grocery stores and supermarkets	where permitted	1 space for each 180 square feet of floor area
Laundry and dry cleaning establishments (coin operated)	where permitted	1 space for each 2 laundry and/or dry cleaning machines
Laundry and dry cleaning establishments and collection stations	where permitted	1 space for each 300 square feet of floor area
Machinery sales	where permitted	1 space for each 800 square feet of floor area
Motor vehicle sales and rentals	where permitted	1 space for each 500 square feet of floor area
Offices	where permitted	1 space for each 200 square feet of floor area
Offices – clinics	where permitted	2 spaces for each office, examining room and treatment room provided, however, there shall not be less than five spaces
Personal service business – beauty parlors, barber shops	where permitted	2 spaces for each barber or beauty parlor chair
Personal service business – other than listed	where permitted	1 space for each 150 square feet of floor area
Photographic studios	where permitted	2 spaces for each office, studio and reception area, provided that there shall be no less than 5 spaces
Rental agencies – equipment and supplies	where permitted	1 space for each 500 square feet of interior and exterior storage area for rental supplies and equipment
Restaurants and establishments dispensing food or beverages for consumption on the premises	where permitted	1 space for each 150 square feet of floor area, or parking spaces equal in number to one-third the occupant load of the seating area, whichever is less
Restaurants - drivein	where permitted	1 space for each 50 square feet of floor area, but not less than 5 spaces
Retail stores and shops (other than listed)	where permitted	1 space for each 200 square feet of retail floor area
Studios and stations, radio and television	where permitted	1 space for each 400 square feet of floor area
Industrial Uses:		
Contractor and construction establishments & yards	where permitted	Sum total of spaces to be determined on the basis of the parking spaces required for uses individually, such as office area and warehouse space
Junk yards	where permitted	Sum total of spaces to be determined on the basis of the parking spaces required for uses individually, such as office area and garage space
Laboratories - research, development & testing	where permitted	1 space for each 600 square feet of floor area
Manufacturing or establishments engaged in production, processing, packing and crating, cleaning, servicing or repair of materials, good or products	where permitted	1 space for each 600 square feet of floor area
Motor and railroad freight terminals; cartage, express and parcel delivery	where permitted	1 space for each 800 square feet of floor area
Printing and publishing establishments	where permitted	1 space for each 300 square feet of floor area
Warehouses up to 25,000 square feet	where permitted	1 space for each 1,000 square feet to a maximum of 5
Warehouses over 25,000 square feet	where permitted	5 spaces plus 1 additional for each 5,000 square feet above 25,000

Principal Use	Zone	Number of Spaces
Institutional Uses		
Civic, cultural and historical institutional	where permitted	1 space for each 800 square feet of floor area used or intended to be used by the public
Homes: children's, aged, convalescent, rest and nursing homes and group care facilities	where permitted	For group care facilities and children's homes, 1 space for each staff member determined by the maximum number of staff present at any one time, and 1 parking space for every 2 occupants; for other uses, 1 space for each 3 beds
Hospitals, including sanitariums and asylums	where permitted	1 3/4 spaces for each hospital bed
Schools: generalized private instruction, elementary and junior high and specialized private instruction	where permitted	2 spaces for each classroom
Schools: generalized private instruction senior high	where permitted	10 spaces for each classroom
Schools: daycare center and preschool	where permitted	1 space for each 6 children
Places of Assembly, Worship, Recreation, Entertainment and Amusement:		
Bowling alleys	where permitted	4 spaces for each alley
Clubs and lodges	where permitted	Spaces equal in number to 1/3 of the occupant load of the lodge or meeting room or the largest room in the building, whichever is greater
Spectator-type establishment: auditoriums, sports arenas, theaters, stadiums and meeting halls	where permitted	Spaces equal in number to 1/4 the occupant load of the seating area
Participation type establishment: skating rinks, dance halls, tennis courts, swimming pools, archery ranges, gymnasiums, pool halls	where permitted	Spaces equal in number to 2/3 the occupant load of the area used for the participatory sport or activity
Golf course	where permitted	3 spaces for each green (hole)
Golf driving range	where permitted	1 space for each tee, if provided, or 1 space for each 20 feet of range width (along the tees)
Libraries, museums and art galleries	where permitted	1 space for each 300 square feet of floor area
Religious institutions	where permitted	Spaces equal in number to 1/6 the occupant load in main auditorium or the largest room in the building, whichever is greater
Other Uses: For uses not listed, parking spaces shall be provided on the same basis as required for the most similar listed use as determined by the Building Official.		

2. General Rules Applicable to Off-Street Parking. The following rules shall govern in the design, location and number of off-street parking and stacking spaces, aisles and drives.

A. Where a fractional space results, the number of parking and stacking spaces required is the closest whole number.

B. Whenever a use existing prior to the effective date of this chapter is enlarged to the extent of less than fifty percent (50%) in floor area, the addition or enlargement shall comply with the parking requirements set forth herein.

3. Construction, Design and Location Requirements.
 - A. Construction. All parking and stacking spaces, drives and aisles shall be constructed of asphalt, concrete or similar permanent dust-free surface.
 - B. Design. Except for single-family dwellings (including zero lot line and townhouse units) and duplexes, parking and stacking spaces, aisles and drives shall be designated as follows (except as required by the 1991 Americans With Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities):
 - (1) Parking areas shall have the minimum dimensions illustrated in Figure 5 for each of the parking configurations permitted (where the edges of parking spaces are curved, as on a curved aisle, all angles shall be measured between the straight edges of the parking spaces and tangents to the curved edges at their point of intersection).
 - (2) Up to ten percent (10%) of the required number of parking spaces may be eight (8) feet in width by fifteen (15) feet in length if the parking spaces are signed "Compact Vehicles Only."
 - (3) All parking spaces shall be connected to an aisle which shall have a minimum width as indicated in Figure 5. Aisles designed for two-way traffic shall have a minimum width of twenty-six (26) feet.
 - (4) The greatest aisle width shown in Figure 5 shall be provided when combining different parking space configurations on the same aisle.
 - (5) Parking spaces shall be designed to permit ingress and egress of the vehicle without moving any other vehicle occupying a parking space. For single-family dwellings (including zero lot line and townhouse units) and duplexes, when located pursuant to the requirements of this chapter, one space may be behind another.
 - (6) No parking area shall be designed in such a manner that exiting a parking area would require backing into a street.
 - (7) If the number of parking spaces required or provided for a use or a combination of uses on a lot is greater than eight (8) spaces, none of those spaces may be

Northway Well and Pump Co.

4895 8th Avenue
Marion, Iowa 52302

March 8, 2013

City Water Works
15 North 6th Street
Clear Lake, Iowa 50428-0185

Attn: Mr. Greg Farwell, Water Superintendent

Re: Well #1

Dear Greg,

The following is in regard to Clear Lake well #1 pumping equipment failure. Upon arrival to well #1 we megged the motor and found the electrical wire and or the motor to be out to ground. Once the equipment was removed we found the submersible pumps bowl bearings had failed causing the pump and motor to vibrate. The vibration transferred to the pump and motor shroud and cut into the motor leads. The exposing of the bare wire caused the motor and cable to short circuit and created the motor failure.

The bronze 8 stage pump needs rebuilt along with a new check valve.

A. Clear Lake Well #1 replacement repairs and cost:

1. One 75hp., 460 volt, 1800 RPM, 3 phase, 4 pole 10" motor \$23,236.00
2. One 8L1000-8 stage pump rebuild includes wear rings, bowl bearings, machine work, disassemble and reassemble \$ 3,918.65
3. One 8" stainless steel check valve \$ 3,916.50
4. Modifications to submersible pump and motor shroud \$ 290.00
5. 325 feet of altitude tubing \$ 289.25

6. One pitless cap gasket	\$ 241.40
7. Misc. material 3-M splice kits, pipe wrap, pitless O-rings, stainless steel banding, disinfection solution	\$ 850.00
8. Field labor to remove pumping equipment with 4 men and 50 Ton service rig 16 hours @ \$285.00 p/h	\$ 4,560.00
9. Field labor to sound and bail well, reinstall pumping equipment, disinfect well and surge, pump well to waste and test	\$ 7,500.00
10. Per Diem	\$ 1,500.00
Total cost for well #1	\$46,301.80

Greg, if you have any questions please give me a call at 319-560-5567.

Sincerely,

Tom Engelken

Tom Engelken, Sales Representative
NORTHWAY WELL AND PUMP CO.

IN THE COURT OF APPEALS OF IOWA

No. 3-027 / 12-0920
Filed March 13, 2013

**DANIEL R. OLLENBURG and
KRISTEN N. OLLENBURG,
Plaintiffs-Appellants,**

vs.

**BOARD OF ADJUSTMENT OF
THE CITY OF CLEAR LAKE, IOWA,
Defendant-Appellee.**

Appeal from the Iowa District Court for Cerro Gordo County, Christopher Foy, Judge.

Landowners filed a petition for writ of certiorari challenging the grant of a conditional use permit by the Board of Adjustment of the City of Clear Lake.

AFFIRMED.

Kristen N. Ollenburg of Pappajohn, Shriver, Eide & Nielsen P.C., Mason City, for appellants.

John G. Sorensen of Sorensen Law Office and Charles H. Biebesheimer of Stillman Law Firm, Clear Lake, for appellee.

Heard by Eisenhauer, C.J., and Danilson and Bower, JJ.

EISENHAUER, C.J.

Kristen and Daniel Ollenburg appeal the district court's denial of a writ of certiorari. They challenge the grant of a conditional use permit to LifeLine Resources, L.L.C. to operate a counseling center in a vacant elementary school. The Ollenburgs assert the district court erred in determining: (1) Clear Lake's zoning ordinance section 165.13(3)(M) is not unconstitutionally vague and overbroad;¹ (2) factors set out in Clear Lake's zoning ordinance section 165.52(5) were considerations rather than prerequisites; and (3) the Clear Lake Board of Adjustment's findings were supported by substantial evidence. We affirm.

I. Background Facts and Proceedings.

The City of Clear Lake published notice of a public hearing on October 26, 2010, to discuss LifeLine's proposed conditional use of the school. Additionally, notice was mailed to nearby property owners.

A LifeLine life-skills coach and a LifeLine co-owner spoke at the hearing. They stated the LifeLine activities would include small group counseling, individual counseling, and perhaps recreation. The activities would occur from approximately 4:00 p.m. to 7:00 p.m. for children ages ten to fourteen. Most attendees are voluntary participants, and they would be constantly supervised. Next, the Board gave community residents the opportunity to be heard. Nine residents addressed the Board, four spoke in favor and five spoke against the

¹ The Ollenburgs also argue the Board's action is unconstitutional as an illegal delegation of power. Because this argument was not addressed by the district court, we decline to consider it on appeal. See *Meier v. Senecaut*, 641 N.W.2d 532, 537 (Iowa 2002) (ruling it is not a sensible exercise of appellate review to resolve an issue without the benefit of a lower court determination).

conditional use permit. In addition to speaking against the permit, Kristen Ollenburg presented a petition opposing the proposal signed by numerous citizens and an affidavit from an area realtor. At the conclusion of the meeting, the Board voted unanimously to approve LifeLine's application. The Board's written minutes of the meeting accurately summarize the speakers' statements.

The Board's findings of fact and notice of decision states:

Findings of Fact

. . . 2. [T]he proposed land use . . . is not inconsistent with the types of conditional land uses identified within the RM-12 Zoning District [Low-Density, Multi-Family Residential Zone].

3. . . . [Section 165.13(3)(M)] specifically permits the Board to grant approval to "other uses when there is clear evidence that such uses will not *seriously* affect the value and character of the surrounding neighborhood."²

4. [T]he utilization of the former Sunset School building and property by Lifeline Resources will not be detrimental to the value of the properties in the general area of the facility.

5. [T]he subject property abuts and is adjacent to properties of the same zoning district classification (RM-12).

6. [T]he evidence presented at the hearing does not adequately demonstrate that such use of the property would *seriously* affect the value and character of the surrounding neighborhood.

7. The use of the former Sunset School building and property by LifeLine Resources would be similar but less intrusive to the general character of the neighborhood in terms of traffic, noise, and parking than the building [and] property's previous use as an elementary school with faculty, staff, and students.

8. [T]he municipal infrastructure necessary . . . is currently in place.

9. [T]he building . . . is easily accessible to emergency response vehicles and personnel.

² Section 165.13(3), RM-12's Conditional Uses, states:

[A. to L: cemeteries and mausoleums, child daycare facilities, funeral home and mortuaries, group care facilities, neighborhood centers, public utilities, bed and breakfast homes, religious institutions, generalized and specialized private instruction schools, and transient housing]

M. Other uses when there is clear evidence that such uses will not seriously affect the value and character of the surrounding neighborhood.

10. [T]he request is NOT inconsistent with the City of Clear Lake Comprehensive Plan.

Notice of Decision

. . . You are hereby notified that the application . . . has been approved for the reasons listed below by unanimous vote

1. The use of the former Sunset School . . . will NOT be detrimental to the property values in the general vicinity or change the essential characteristics of the residential neighborhood on account of noise, location, parking, access, dust, odor, smoke, glare, heat, unsightly outdoor storage of equipment or other materials, or traffic.

2. There will be NO excessive demand on municipal services

3. The Conditional Use will NOT adversely affect the public's health, safety, welfare, and general morals.

The Ollenburgs petitioned the district court for a writ of certiorari. In a thorough and well-reasoned decision, the court rejected their arguments. The Ollenburgs argued section 165.13(3)(M) is unconstitutionally vague and overbroad. The court ruled when section 165.13(3)(M) and section 165.52(5)³ are read together, "these ordinances provide the Board and the public with sufficient guidance as to what an applicant for a permit must show to pass

³ Section 165.52(5), Conditional Use Permits, states:

A. . . . The Board may approve conditional use permits for any use that is in keeping with and appropriate to the uses authorized in that zone. The Board shall give due consideration to the following requirements in the approval or denial of any conditional use permit application.

(1) The conditional use approval would meet the general purpose of this chapter of promoting public health, safety, comfort, order, and the general welfare of the community.

(2) The conditional use approval would be in keeping with the general character of the surrounding area, the purpose as stated for that zone, and the Comprehensive Plan of the City.

(3) The conditional use approval would not result in any appreciable depreciation of adjacent property values or detract from the enjoyment and use of those adjacent properties.

(4) The conditional use approval would not create any amount or type of traffic that may be detrimental to others.

(5) The conditional use approval would not create objectionable noise, dust, smoke, or odor for nearby properties.

(6) The conditional use approval would provide adequate parking area so as not to create congestion of public streets and roadways.

constitutional muster." See *Cyclone Sand & Gravel Co. v. Zoning Bd.*, 351 N.W.2d 778, 782 (Iowa 1984). During oral argument, petitioners' counsel acknowledged section 165.13(3)(M) is to be read in conjunction with section 165.52(5).

Next, the Ollenburs asserted the Board was without authority to grant the permit because LifeLine failed to establish all of the factors set out in section 165.52(5)(A). The court ruled: "While the Board was to give consideration to the matters described in section 165.52(5)(A) during its deliberations, nothing in the Clear Lake Code of Ordinances required the Board to make specific findings on any of these matters."

Finally, The Ollenburs challenged the sufficiency of the evidence to support the Board's findings and the Board's authority to issue the conditional use permit. The court ruled

... [T]he Court concludes that the findings of the Board are supported by substantial evidence and are sufficient to validate its grant of a conditional use permit The Board received conflicting evidence on the impact that the presence of LifeLine would have on neighboring property values and the general character of the neighborhood. It chose to believe and credit the evidence offered by the supporters of LifeLine [A] reasonable person would accept [that] evidence . . . as adequate to reach the same conclusion as the Board The evidence . . . [showed] the . . . LifeLine . . . operations would have no more impact on the neighborhood than when the Sunset View Elementary property was operated as a public school Mindful of the deference [the Board's] findings are to be given under the *Bontrager Auto Service* case, the Court declines to disturb the decision of the Board

The Court also finds that the Board acted within its authority in granting the conditional use permit sought by LifeLine. Section 165.52(5)(A) allows the Board to issue a conditional use permit for "any use that is in keeping with and appropriate to the uses authorized in [the applicable] zone." The use . . . as a counseling center is in keeping with and appropriate to the uses authorized in the RM-12 Zone The counseling center . . . would have many

of the same features and characteristics as a family care facility, a daycare facility, neighborhood center, or a private school, all of which are recognized as authorized uses in the RM-12 Zone The Board also addressed whether the proposed use was consistent with the Comprehensive Plan of Clear Lake and the impact of the proposed use on the health, safety, and welfare of the public.

The Ollenbursgs appeal the district court ruling.

II. Scope and Standard of Review.

Zoning decisions are “an exercise of the police powers delegated by the State to municipalities.” *Shriver v. City of Okoboji*, 567 N.W.2d 397, 400 (Iowa 1997). A person aggrieved by the decision of a city board of adjustment may seek review in the district court by a petition for certiorari identifying the claimed illegality of the board’s action. Iowa Code § 414.15 (2009). A board “commits an illegality if the decision violates a statute, is not supported by substantial evidence, or is unreasonable, arbitrary, or capricious.” *Bowman v. City of Des Moines Mun. Housing Agency*, 805 N.W.2d 790, 796 (Iowa 2011).

We review the district court's decision for correction of legal error. *Bontrager Auto Serv., Inc. v. Iowa City Bd. of Adjustment*, 748 N.W.2d 483, 495 (Iowa 2008). “When a zoning ordinance is challenged on constitutional grounds, a presumption of constitutionality exists that can only be overcome by negating every reasonable basis upon which the ordinance could otherwise be sustained.” *Cyclone Sand*, 351 N.W.2d at 780.

We are bound by the board of adjustment’s fact findings if they are supported by substantial evidence. *Bontrager Auto*, 748 N.W.2d at 495. “Evidence is substantial if a reasonable person would find it adequate to reach the given conclusion, even if a reviewing court might draw a contrary inference.”

Bush v. Bd. of Trs., 522 N.W.2d 864, 866 (Iowa Ct. App. 1994). The decision reached by a board of adjustment enjoys a strong presumption of validity. *Ackman v. Bd. of Adjustment*, 596 N.W.2d 96, 106 (Iowa 1999). Where “the reasonableness of the board’s action is ‘open to a fair difference of opinion, the court may not substitute its decision for that of the board.’” *Id.* (citation omitted).

Expert testimony concerning the valuation of property is not required. *Bontrager Auto*, 748 N.W.2d at 496. A board is permitted to rely on anecdotal evidence. *Id.* “In addition, the board may rely on commonsense inferences drawn from evidence relating to other issues . . . to make a judgment as to whether the proposed use would substantially diminish or impair property values.” *Id.*

III. Merits.

Our role as a reviewing court on certiorari is not to exercise the Board’s underlying discretion ourselves. The district court provided a detailed summary of the record evidence, reviewed the evidence under the appropriate standard, and correctly applied the law. For the reasons stated by the district court, we affirm.

AFFIRMED.

**Findings of Fact
And
Notice of Decision**

In the matter of LifeLine Resources application for a Conditional Use Permit, as provided for by the Clear Lake Zoning Ordinance, for the operation of social services center for youth education, wellness, literacy development, mentoring, counseling, and other social skills development, in the RM-12 (low-density, multi-family) Residential Zoning District, on Sunset View Drive, under the conditional land use classifications identified therein.

Findings of Fact

The Zoning Board of Adjustment of the City of Clear Lake conducted a public hearing on October 26, 2010, on the above-referenced Request for a Conditional Use Permit submitted by LifeLine Resources. Public comments both in favor of and opposed to the proposed Conditional Use Permit were submitted to the Board for its consideration. After considering the evidence and comments made during the public hearing, and upon its review of the Zoning Ordinance of Clear Lake, the Board makes the following findings:

1. Public notice and notification of abutting property owners was made in conformance with the Board's rules and State statutes.
2. That the proposed land use, although not specifically identified as one of the enumerated conditional land uses within the RM-12 Zoning District Zoning Classification, is not inconsistent with the types of conditional land uses identified within the RM-12 Zoning District.
3. Further, that the Zoning Ordinance, as set out at 165.3(M) specifically permits the Board to grant approval to "other uses when there is clear evidence that such uses will not *seriously* affect the value and character of the surrounding neighborhood."
4. That the utilization of the former Sunset School building and property by Lifeline Resources will not be detrimental to the value of the properties in the general area of the facility.
5. That the subject property abuts and is adjacent to properties of the same zoning district classification (RM-12).

6. That the evidence presented at the hearing does not adequately demonstrate that such use of the property would *seriously* affect the value and character of the surrounding neighborhood.
7. The use of the former Sunset School building and property by LifeLine Resources would be similar but less intrusive to the general character of the neighborhood in terms of traffic, noise, and parking than the building & property's previous use as an elementary school with faculty, staff, and students.
8. That the municipal infrastructure necessary to support LifeLine Resources use of said building & property is currently in place.
9. That the building & property is easily accessible to emergency response vehicles and personnel.
10. That the request is NOT inconsistent with the City of Clear Lake Comprehensive Plan.

Notice of Decision

You are hereby notified that the application for a Conditional Use Permit referenced above has been approved for the reasons listed below, by unanimous vote of the Clear Lake Zoning Board of Adjustment.

1. The use of the former Sunset School Building & Property will NOT be detrimental to property values in the general vicinity or change the essential characteristics of the residential neighborhood on account of noise, location, parking, access, dust, odor, smoke, glare, heat, unsightly outdoor storage of equipment or other materials, or traffic.
2. There will be NO excessive demand on municipal services, including, but not limited to water, sanitary sewer, storm sewer, solid waste, police, ambulance, or fire protection.
3. The Conditional Use will NOT adversely affect the public's health, safety, welfare, and general morals.


Tina Cullinan
Chair

000064