

Mayor
NELSON P.
CRABB

February 28, 2015

City
Administrator
SCOTT
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **March 2, 2015**, at 6:30 p.m., in the Council Chambers, at the Clear Lake City Hall. Please refer to the enclosed agenda for the items discussed below.

COUNCIL MEMBERS

DANA
BRANT
Ward 1

TONY J.
NELSON
Ward 2

JIM
BOEHNKE
Ward 3

MIKE
CALLANAN
At Large

GARY
HUGI
At Large

ITEM #6A. **2015 Sewer Rehabilitation Project.** One of the major capital improvement projects for FY 15 involves the rehabilitation of approximately 5,300 LF of sewer pipe, with point repairs and manholes, using the Cured-In-Place Pipe Technology. This "trenchless" method allows the pipe to be rehabilitated in place without having to perform excavation and pipe replacement. The CIPP is a jointless, seamless, pipe-within-a-pipe, consisting of a resin-impregnated flexible tube. The flexible tube is inserted and pulled through the existing pipe from manholes and is then cured, using either hot water or steam pressure to expand the tube to tightly bond with the interior of the existing pipe.

The Project was reviewed by the Council on January 5th and on January 19th. At the meeting on the 19th, the Council set the date for the Project bid letting and public hearing on the proposed plans & specifications. The bid letting was conducted on February 11th and there were a total of three (3) bids opened and publicly read. The lowest responsive, responsible, bid was submitted by Visu-Sewer (Pewaukee, WI) in the amount of \$232,074.30 (base bid). The engineer's opinion of the probable cost of construction was \$292,873, making the base bid of Visu-Sewer 20.8% below estimate.

There was an "alternate" bid item as well. The alternate bid item was for lining a 24" diameter line that runs below ground across US HWY 18. The bid submitted for this work by Visu-Sewer was \$28,751.25, which is 1.9% below the engineer's estimate of the probable cost of construction. This work will be funded entirely by the Iowa DOT and the City will receive reimbursement from them upon project completion.

The City budgeted \$300,000 for the project, excluding Alternate #1. Visu-Sewer has done work in the City previously and performed at a more than acceptable level.

The City has now received the partially-executed contract and bonds (performance, payment, and maintenance) and Certificate of Liability Insurance from the Contractor. All these documents have been reviewed by City staff and the Project



consultant and have been determined to be in compliance with the contract documents.

ITEM #6B. Northern Natural Gas Border Station Improvement. Northern natural Gas Company owns and operates the border station located at the intersection of 14th Ave N. and Buddy Holly Place. The Company is proposing to make some modifications to its facilities at this location. As a result of the proposed improvements, the Company has inquired with the City about the possibility that some of its equipment may encroach into the City's right-of-way adjacent to Buddy Holly Place. The City has an extraordinarily wide ROW in this location. The intrusion into the ROW would be minimal, but the Company would like to be able to access their equipment for service related purposes, if and when necessary and simply wants to ensure it has legal authority to do so within the City's ROW.

At the February 2nd City Council meeting, the Council gave its consent to initiate the process to vacate and sell a portion of its ROW to Northern Natural Gas Company. At the February 16th Council meeting, the Council set the date for a public hearing on the proposal. Notice of hearing was published in the newspaper, as required by law, on February 18th. The proposed sale price is \$1.50/sq. ft.

ITEM #6D. FY 16 Municipal Budget Proposal. The proposed tax rate for the City of Clear Lake for the 2016 fiscal year, which begins July 1, 2015, and ends June 30, 2016, is \$10.54/\$1,000 of taxable valuation. This marks the 5th consecutive year that the tax rate has remained unchanged, since the \$0.50/\$1,000 of taxable valuation rate increase in FY 12 made necessary as the result of the voter-approved \$2.3 million general obligation bond referendum for the fire station building project. Prior to FY 12, the City's portion of the tax rate had remained at \$10.04/\$1,000 for five (5) consecutive fiscal years. Once again, Clear Lake will feature one of the lowest tax rates in Iowa for cities with a population of more than 4,000.

The taxable valuation for FY 16 (1/1/14) continues the positive trend of growth in the Community. The taxable valuation for FY 16 is \$520,347,335, which is a 3.7% increase (\$18,537,159) from FY 15. This despite a commercial and industrial property tax rollback that is, for FY 16 purposes, set at 90% of assessed value. The residential rollback for FY 16 is set at 55.73%, up from FY 15 rate of 54.40%.

The proposed FY 16 budget reflects total expenditures among the various programs of \$12,141,766; of which \$7.2 million is directed towards operations & maintenance; \$3.85 million towards capital; and \$1.1 million towards debt service. Projected ending cash balance for June 30, 2016 in the General Fund is

\$2.5 million, which is 45% of the General Fund operating budget. The debt capacity of the City for FY 16 is \$42.4 million and the City currently has used only \$3.6 million, or 9%, of its General Obligation debt borrowing capacity.

The remaining schedule for budget consideration is as follows:

March 2nd Conduct public hearing and adopt a final budget.

March 15th Certify budget to County Auditor.

Smart Quote: "Your present circumstances don't determine where you can go; they merely determine where you start." -- Nido Qubein, businessman and motivational speaker

Scott Flory
City Administrator

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

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, MARCH 2, 2015
6:30 P.M.

1. Call to Order and Pledge of Allegiance led by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
 - A. Minutes – February 16, 2015
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - Amusement License: Rookies, (renewal).
 - Liquor License: Class C Liquor License (LC) (Commercial) with Sunday Sales, Rookies, (renewal).
4. Citizen’s opportunity to address the Council on items not on the agenda:
 - In conformance with the City Council’s Rules of Procedure, no action can occur on items presented during the Citizens Forum.
 - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
 - Speakers are limited to a maximum of five (5) minutes per person.
5. Unfinished Business:
6. New Business:
 - A. 2015 Sanitary Sewer Rehabilitation Improvement Project:
 - Review of request, Scott Flory, City Administrator.
 - **Motion** to approve **Resolution #15-05**, A Resolution approving the Contract & bonds for the 2015 Sewer Rehabilitation Improvement Project.”
 - Discussion and consideration of **Motion** by City Council.

B. Northern Natural Gas Company Town Border Station Improvement Project:

- Review by Scott Flory, City Administrator.
- Open Public Hearing by Mayor Crabb.
- **Motion** to close the public hearing.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #15-06**, A Resolution vacating excess right-of-way and disposing of the City's interest in said right-of-way located in the City of Clear Lake, Cerro Gordo, County, Iowa, and authorizing the Mayor and City Clerk to attest to a Quit Claim Deed for the conveyance of the property to Northern Natural Gas Company."
- Discussion and consideration of **Motion** by City Council.

C. FY 16 Municipal Budget proposal:

- Review by Scott Flory, City Administrator.
- Open Public Hearing by Mayor Crabb.
- **Motion** to close the public hearing.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #15-07**, "A Resolution amending the current budget for the fiscal year ending on June 30, 2015 and adopting a budget for the fiscal year ending on June 30, 2016."
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

9. Public Works Director's Report:

- Project update: Water Treatment Plant High Service Pumps Replacement Project.

10. City Administrator's Report:

- Project update: City Hall Roof Replacement Project, Mark Kroemer and Austin Pehl, WWA.

11. City Attorney's Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – MARCH 16, 2015

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

RESOLUTION No. _____

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND
BONDS FOR THE 2015 SEWER REHABILITATION PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, IOWA; that the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as construction of the 2015 Sewer Rehabilitation Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Visu-Sewer, Inc of Pewaukee, Wisconsin

Bond surety: Merchants Bonding Company

Date of Bond: February 23, 2015

Portion of project: All construction work.

PASSED AND APPROVED, this 2nd day of March, 2015.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R & R Insurance Services, Inc. 1581 E Racine Avenue PO Box 1610 Waukesha WI 53186	CONTACT NAME: Amy Brennan	
	PHONE (A/C No. Ext): (262) 953-7160 FAX (A/C No.): (262) 953-1419 E-MAIL ADDRESS: amy.brennan@rrins.com	
INSURED Visu-Sewer Inc W230 N4855 Betker Road PO Box 804 Pewaukee WI 53072-0804	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Phoenix Insurance Company	25623
	INSURER B: The Charter Oak Fire Ins.*	25615
	INSURER C: The Travelers Indemnity Company	25658
	INSURER D: The Travelers Indemnity Company	25682
	INSURER E: The Travelers Property Casualty	25674
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 14/15 WI Liability/BR/IM REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			DTCO-5968X624-PHX-14	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blkt Add'l Insd Endt.						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> 5,000 PD Deductible						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Employee Benefits Liability \$ 1,000,000			
B	AUTOMOBILE LIABILITY			DT810-5968X624-COF-14	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		DTSM-CUP-5968X624-TIL-14	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			DTDTAE-UB-5968X624-14 (WI) DTCO-UB-5985X713-14 (AOS)*B DRN-UB-5982X298-14 (IL) (1000000/1000000/1000000)	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Contractors Equipment			QT660-5167X974-TIL-14	4/1/2014	4/1/2015	Leased/Rented Equipment \$300,000
	Bldg Risk or Installation						Any 1 Loc/In Transit or Project \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: 2015 Sewer Rehabilitation Project

City of Clear Lake and Veenstra & Kimm, Inc, its employees and agents are listed as additional insureds on the policy in regards to General Liability, Automobile and Umbrella coverages when required by written contract per form#s CGD604, CAT353 & CGT804. 30-days notice of cancellation applies for additional insureds, 10 day notice for non-payment of premium. XCU coverage is included.

CERTIFICATE HOLDER

City of Clear Lake
15 North Sixth Street
Clear Lake, IA 50428

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas Scheider/AB361

Additional Named Insureds

Other Named Insureds

Alex Rentals LLP

Visu Sewer of Illinois, LLC

Visu Sewer of Mississippi LLC

Visu Sewer of Missouri LLC dba Walden Technologies

Bond No.: IAC109917

SECTION 00600**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOW ALL MEN: That we, Visu-Sewer, Inc. of Pewaukee, WI, hereinafter called the Principal, and
Merchants Bonding Company
hereinafter called the surety, are held and firmly bound unto the City of Clear Lake, Iowa, hereinafter called the Owner in the sum of
Two Hundred Sixty Thousand Eight Hundred Twenty Five and 55/100 Dollars
(\$ 260,825.55), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated February 16, 2015, entered into a Contract with the Owner for 2015 Sewer Rehabilitation Project, which Agreement includes a guarantee of all work against defective workmanship and materials for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the Principal for labor or materials, failing which such persons shall have a direct right of action against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after five (5) years from the date of final acceptance of the work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the Owner shall retain until

completion of the improvements, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said complaints against said portions of the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary not withstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this 23rd day of February, 2015.

PRINCIPAL:

Visu-Sewer, Inc.
Contractor

Keith M. Alexander
Signature KEITH M. ALEXANDER

PRESIDENT
Title

SURETY:

Merchants Bonding Company
Surety Company

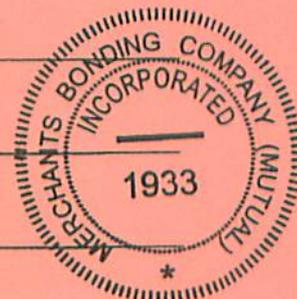
Debra A. Hinkes
Signature, Attorney-in-Fact

Debra A. Hinkes
Name of Attorney-in-Fact

Marsh & McLennan Agency, LLC
Company Name

PO Box 510925, New Berlin WI 53151
Company Address (Including Zip Code)

262-796-8826
Company Telephone Number



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Debbra A Hinkes; Pamela M Hineman; Robert M Tortelli

of New Berlin and State of Wisconsin their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.



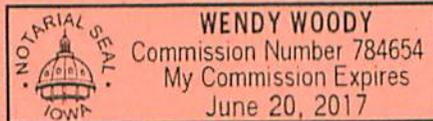
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of February, 2015.



William Warner Jr.
Secretary

POA 0014 (7/14)

SECTION 00510**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT, made and entered into this 16th day of February, 2015, by and between Clear Lake, Iowa, party of the first part, hereinafter referred to as the "Owner", and Visu-Sewer, Inc., party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and bid form blanks, dated the 14th day of January, 2015 for **2015 Sewer Rehabilitation Project** under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and bid form blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

That the Owner hereby accepts the bid of the Contractor for the work, as follows:

ARTICLE 1 - THE PROJECT

1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is named as follows:

2015 SEWER REHABILITATION PROJECT**ARTICLE 2 - WORK**

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Base Bid and Alternate 1 Work is generally described as follows:

Including all materials, labor, and equipment necessary for rehabilitating 16 manholes including removing and replacing castings, installing chimney seals, lining manholes, manhole replacement, and rehabilitating sanitary sewer collection system by lining of approximately 5,300 linear feet of 8-inch through 24-inch main, point repairs, surface restoration, and miscellaneous associated work including cleanup.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Veenstra & Kimm, Inc. (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed by June 26, 2015.
- B. All work shall be complete and ready for Final Payment within 30 days after Substantial Completion.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 4.02 above, plus any extensions thereof allowed in accordance with Article 1.22 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$400.00 for each calendar day that expires after the time specified in Article 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$400.00 for each calendar day that expires after the time specified in Article 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A.

A. Unit Price Work

1. As provided in Article 1.04 of Section 01025 – Measurement and Payment, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Article 1.04 of Section 01025 – Measurement and Payment. Payment shall be computed as provided in Article 1.06 of Section 01025 – Measurement and Payment.

2. For all Unit Price Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, the total contract amount for Base Bid and Alternate 1 is \$260,825.55.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 1.04 of Section 01019 – Contract Considerations. Applications for Payment will be processed by Engineer as provided in Article 1.04 of Section 01019 – Contract Considerations and Article 1.31 of Section 00700 – General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be determined based on the number of units completed:
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 1.31 of Section 00700 – General Conditions:
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Article 1.31 of Section 00700 - General Conditions.

6.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Article 1.32 of Section 00700 - General Conditions, Owner shall pay Contractor as provided in Article 1.32 of Section 00700 - General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Article 1.32, less any sum Owner is entitled to withhold per Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 1.32 of Section 00700 - General Conditions shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Contract Documents and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Contract Documents.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - GUARANTEE

- 9.01 Contractor guarantee's all work constructed under this agreement, regardless if said work is performed by Contractor, his subcontractors, or other third tier subcontractors retained by subcontractor's, against defective workmanship and / or materials for a period of four (4) years from the date of Final Acceptance of work by Owner.

Workmanship and / or materials shall be considered defective when a condition causing premature failure (whole or in part) which was present in the relevant part or component of work when it was constructed or installed, or comes into existence as a result of the way in which the relevant part or component of work was constructed or installed.

- 9.02 The Contractor shall faithfully perform the contract on it's part and shall fully indemnify and save harmless the Owner from all cost and damage which Owner may suffer by reason of defective workmanship and / or materials, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default.

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance, Payment, Maintenance Bond (pages 1 to 2, inclusive).
3. General Conditions (pages 1 to 17, inclusive).
4. Special Conditions (pages 1 to 4, inclusive).
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 35 sheets with each sheet bearing the following general title: 2015 Sewer Rehabilitation Project.
7. Addenda (numbers 1 to 1, inclusive).

8. Exhibits to this Agreement (enumerated as follows):
 - a. Notice of Award (pages 1 to 1, inclusive).
 - b. Contractor's Bid (pages 1 to 10, inclusive).
 - c. Documentation submitted by Contractor prior to Notice of Award.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 10.01.A are made part of this Agreement by reference; exhibits to this Agreement as listed in Paragraph 10.01.A.11 are attached except as expressly noted otherwise above.
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 1.23 of Section 00700 - General Conditions.

ARTICLE 11 - MISCELLANEOUS

11.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the Section 00100 - Instructions to Bidders.

11.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Controlling Law

- A. This Agreement and any of its terms and provisions shall be interpreted or construed under the laws of the State of Iowa.

11.06 Other Provisions

None

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in three (3) copies. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective February 16, 2015 (which is the Effective Date of the Agreement).

OWNER:

City of Clear Lake

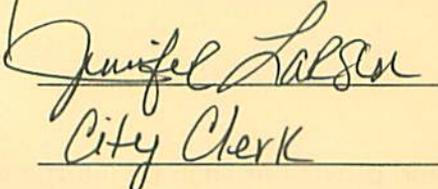
By:



Nelson Crabb
Mayor

Title:

Attest:



Title:

City Clerk

Designated Representatives:

Name:

Joe Weigel

Title:

Public Works Director

Address for giving notices:

City of Clear Lake

City Hall

15 North Sixth Street

P.O. Box 185

Clear Lake, IA 50428

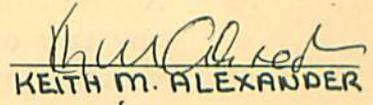
Phone: 641-357-6135 FAX: 641-357-6150

Email: jweigel@netins.net

CONTRACTOR:

Visu-Sewer, Inc.

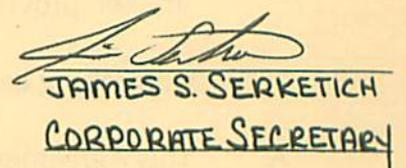
By:



KEITH M. ALEXANDER
PRESIDENT

Title:

Attest:



Title:

JAMES S. SERKETICH
CORPORATE SECRETARY

Designated Representatives:

Name:

CURT HOFFART

Title:

ESTIMATOR

Address for giving notices:

Visu-Sewer, Inc.

W230 N4855 Betker Road

Pewaukee, WI 53072

Phone: 262-695-2340 FAX: 262-695-2359

Email: visu-info@visu-sewer.com

License

No.:

(Where applicable)

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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

RESOLUTION NO. 15-06

RESOLUTION VACATING EXCESS CITY RIGHT-OF-WAY AND DISPOSING BY SALE OF THE CITY'S INTEREST IN SAID RIGHT-OF-WAY LOCATED IN THE CITY OF CLEAR LAKE, CERRO GORDO COUNTY, IOWA, AND AUTHORIZING THE MAYOR AND CITY CLERK TO ATTEST TO A QUIT CLAIM DEED FOR THE CONVEYANCE OF THE PROPERTY TO NORTHERN NATURAL GAS COMPANY

Whereas, pursuant to Iowa Code Sections 364.7 and 362.3, a Resolution was passed and approved; and a notice of public hearing published in the Clear Lake Mirror Reporter, a newspaper of general circulation published in the City of Clear Lake, Iowa, on the 18th day of February, 2015; the City Council of the City of Clear Lake, Iowa met on the 2nd day of March, 2015, at 6:30 p.m., at the Clear Lake City Hall, 15 N. 6th Street, Clear Lake, Iowa, to consider the proposal for the vacation of certain right-of-way described herein and the disposal by sale of the City's interest in said right-of-way as excess real estate described as:

Beginning at the southwest corner of Lot 1, WOODLANDS FIRST SUBDIVISION; thence North 89 degrees 36 minutes 29 seconds West, bearings based on UTM, Zone 15 coordinate grid, along the north line of Warranty Deed per Book: 100, Page: 412, a distance of 17.00 feet to the northwest corner of said Warranty Deed; thence North 00 degrees 01 minute 33 seconds East, a distance of 17.00 feet to the west line of said Lot 1; thence South 00 degrees 01 minute 33 seconds West, along said west line, a distance of 15.00 feet to the point of beginning.

Whereas, after holding a public hearing and receiving any and all objections, oral or written, to the proposal to vacate and sell excess right-of-way, the City Council of the City of Clear Lake, Iowa, has determined that vacating and selling the excess right-of-way to Northern Natural Gas Company, 1120 Centre Point Drive #400, Mendota Heights, MN 55120, is in the public's best interests.

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

Section 1. That the City of Clear Lake, following public notice and hearing, hereby agrees to vacate and sell the above described property to North Natural Gas Company for \$1.50/sq. ft. conveyance shall be by Quit Claim Deed.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute a Quit Claim Deed and the City Clerk be and is hereby authorized and directed to deliver said deed of conveyance to Northern Natural Gas Company upon receipt of the purchase price in full.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this Resolution in the Offices of the Cerro Gordo County Assessor and County Recorder.

Passed, approved, and adopted this _____ day of _____ 2015.

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

17-143

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION

To the Auditor of CERRO GORDO County, Iowa:

The City Council of Clear Lake in said County/Countries met on 03/02/2015, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. _____

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE : 2015
(AS AMENDED LAST ON _____.)

Be it Resolved by the Council of the City of Clear Lake

Section 1. Following notice published 02/18/2015

and the public hearing held, 03/02/2015 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	4,348,272	0	4,348,272
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	4,348,272	0	4,348,272
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	2,483,237	-18,984	2,464,253
Other City Taxes	6	1,496,734	128,391	1,625,125
Licenses & Permits	7	93,600	-425	93,175
Use of Money and Property	8	42,605	-20	42,585
Intergovernmental	9	1,614,804	67,109	1,682,013
Charges for Services	10	2,238,800	500	2,239,300
Special Assessments	11	140,000	0	140,000
Miscellaneous	12	91,000	19,473	110,473
Other Financing Sources	13	5,709,689	-284,709	5,424,980
Total Revenues and Other Sources	14	18,258,841	-88,665	18,170,176
Expenditures & Other Financing Uses				
Public Safety	15	2,792,045	-79,596	2,712,449
Public Works	16	1,628,102	312,831	1,940,933
Health and Social Services	17	8,852	-16	8,836
Culture and Recreation	18	1,214,192	-48,971	1,165,221
Community and Economic Development	19	459,469	101,026	560,495
General Government	20	828,615	300,425	1,129,040
Debt Service	21	913,569	-8,771	904,798
Capital Projects	22	2,394,000	276,000	2,670,000
Total Government Activities Expenditures	23	10,238,844	852,928	11,091,772
Business Type / Enterprises	24	4,589,062	265,988	4,855,050
Total Gov Activities & Business Expenditures	25	14,827,906	1,118,916	15,946,822
Transfers Out	26	5,709,689	-351,782	5,357,907
Total Expenditures/Transfers Out	27	20,537,595	767,134	21,304,729
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-2,278,754	-855,799	-3,134,553
Beginning Fund Balance July 1	29	25,988,894	2,799,024	28,787,918
Ending Fund Balance June 30	30	23,710,140	1,943,225	25,653,365

Passed this 2nd day of March, 2015
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

City of Clear Lake
Fy 14-15 Major Amendment Changes

Revenues

Decrease in TIF Revenue (\$15,800 move to backfill)	\$	(19,000)	
Increase in Local Option Sales Tax	\$	140,000	
Decrease in Hotel/Motel Tax	\$	(10,500)	
Increase Commercial Backfill amount	\$	30,000	
Carry over of N Shore Streetscape & 10th Ave N Grants	\$	23,000	
Increase in Road Use Tax Estimate	\$	7,000	
Increase Rural Fire & Library Service	\$	7,000	
Increase in Park & Rec, & K. Lindstrom Donations	\$	7,000	
Increase in Law Trust Forfeitures	\$	12,000	
S 3rd Street Property Sale	\$	67,000	
Change in Transfers	\$	(351,500)	
Total Revenue Changes			\$ (88,000)
Original Fy 15 Revenues	\$	18,258,841	
Amended Fy 15 Revenues	\$	18,170,176	
Budgeted to amended revenue change			\$ (88,665)

Expenditures

Fy 14 Projects carried into Fy 15			
Single Axel Plow Truck Equipment	\$	100,700	
Overlay Project	\$	37,000	
Great Places Grant	\$	85,000	
Total			\$ 222,700
Fy 15 Projects Delayed			
Sidewalk Project	\$	(100,000)	
W 7th Ave N Watermain	\$	(375,000)	
Beach Area Restrooms	\$	(200,000)	
Total			\$ (675,000)
Fy 15 Project cost adjustments			
Decorative Light LED Conversion	\$	(135,000)	
N Shore Drive STP project	\$	354,000	
Water Plant High Service Pump Project	\$	75,000	
NW Water tower & Water Tower Removal	\$	395,000	
City Hall/Police remodel	\$	145,000	
Total			\$ 834,000
New Projects in Fy 15			
Hwy 18 Detector loops	\$	70,000	
CLB&T alley Improvements	\$	31,000	
Sunset Ridge Subdivision	\$	53,000	
N 6th Street Improvements	\$	185,000	
12th Ave S Resurfacing	\$	255,000	
12th Ave S Bridge - Engineering fees	\$	80,000	
City Hall Roof	\$	300,000	
City Park Electric Upgrades	\$	20,000	
City Park Electric Upgrades & Donations for purchases	\$	25,500	
Fire Utility Terrain Vehicle	\$	9,000	
Police Radio & Law Trust Donations for Police Equipment	\$	24,000	
Total			\$ 1,052,500
Other Changes			
Group Insurance premiums under estimate	\$	(210,000)	
Decrease in wages & Taxes	\$	(84,000)	
Total			\$ (294,000)
Total Expenditure Changes			\$ 1,140,200
Original Fy 15 Expenditures, Excluding Transfers	\$	14,827,906	
Amended Fy 15 Expenditures, Excluding Transfers	\$	15,946,822	
Budget to Amendment expenditure change			\$ 1,118,916

17-143

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2015 - ENDING JUNE 30, 2016

The City of: Clear Lake County Name: CERRO GORDO Date Budget Adopted: 3/2/2015
(Date)

At a meeting of the City Council, held after the public hearing as required by law, as specified above, the proposed budget was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this City. There is attached a Long Term Debt Schedule Form 703 for the debt service needs, if any.

County Auditor Date Stamp		641-357-5267 <small>Telephone Number</small>		_____ <small>Signature</small>		
		January 1, 2014 Property Valuations				
		With Gas & Electric		Without Gas & Electric		Last Official Census 7,777
Regular	2a	424,315,241	2b	420,273,991		
DEBT SERVICE	3a	518,518,737	3b	514,478,487		
Ag Land	4a	1,827,598				

Code		Dollar			(A)	(B)	(C)
Sec.	Limit	Purpose			Request with Utility Replacement	Property Taxes Levied	Ratio
384.1	8.10000	Regular General Levy	5		3,337,443	3,305,657	43 7.86548
Non-Voted Other Permissible Levies							
12(8)	0.57500	Contract for use of Bridge	6			0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7			0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8			0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9			0	47 0
12(13)	0.06750	Planning a Sanitary Disposal Project	10			0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11			0	49 0
12(16)	0.06750	Levee Impr. fund in special charter city	13			0	51 0
12(17)	Amt Nec	Liability, property & self insurance costs	14	139,000		137,678	52 0.32759
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	482			0	485 0
Voted Other Permissible Levies							
12(1)	0.13500	Instrumental/Vocal Music Groups	15			0	53 0
12(2)	0.81000	Memorial Building	16			0	54 0
12(3)	0.13500	Symphony Orchestra	17			0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18			0	56 0
12(5)	As Voted	County Bridge	19			0	57 0
12(6)	1.35000	Missouri or Missouri River Bridge Const.	20			0	58 0
12(9)	0.03375	Aid to a Transit Company	21			0	59 0
12(16)	0.20500	Maintain Institution received by gift/devise	22			0	60 0
12(18)	1.00000	City Emergency Medical District	483			0	486 0
12(20)	0.27000	Support Public Library	23			0	61 0
28E.22	1.50000	Unified Law Enforcement	24			0	62 0
Total General Fund Regular Levies (5 thru 24)					25 3,476,443	3,443,335	
384.1	3.00375	Ag Land	26	5,490		5,490	63 3.00375
Total General Fund Tax Levies (25 + 26)					27 3,481,933	3,448,825	Do Not Add
Special Revenue Levies							
384.8	0.27000	Emergency (if general fund at levy limit)	28			0	64 0
384.8	Amt Nec	Police & Fire Retirement	29			0	65 0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30			0	66 0
Rules	Amt Nec	Other Employee Benefits	31	717,945		711,108	67 1.69201
Total Employee Benefit Levies (29,30,31)					32 717,945	711,108	68 1.69201
Sub Total Special Revenue Levies (28+32)					33 717,945	711,108	
Valuation							
388	As Req	With Gas & Elec	Without Gas & Elec				
	SSMID 1	(w) 00		34		0	69 0
	SSMID 2	(w) 00		35		0	70 0
	SSMID 3	(w) 00		36		0	71 0
	SSMID 4	(w) 00		37		0	72 0
	SSMID 5	(w) 00		553		0	563 0
	SSMID 6	(w) 00		556		0	566 0
	SSMID 7	(w) 00		1177		0	1187 0
Total SSMID					38 0	0	Do Not Add
Total Special Revenue Levies					39 717,945	711,108	
384.4	Amt Nec	Debt Service Levy 76.10(8)	40	339,852	40	337,205	70 0.65543
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41		41	0	71 0
Total Property Taxes (27+39+40+41)					42 4,539,730	4,497,138	72 10.54051

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:
Budgets that **DO NOT** meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, and proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.

(County Auditor)

NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2015 - ENDING JUNE 30, 2016

City of Clear Lake, Iowa

The City Council will conduct a public hearing on the proposed Budget at City Hall, 15 N 6th St, Clear Lake
on 3/2/2015 at 6:30 p.m.
(Date) xx/xx/xx (hour)

The Budget Estimate Summary of proposed receipts and expenditures is shown below.
Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,
City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property \$ 10.54051
The estimated tax levy rate per \$1000 valuation on Agricultural land is \$ 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

641-357-5267
phone number

Linda Nelson
City Clerk/Finance Officer's NAME

		Budget FY 2016	Re-estimated FY 2015	Actual FY 2014
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	4,497,138	4,348,272	4,828,118
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	4,497,138	4,348,272	4,828,118
Delinquent Property Taxes	4	0	0	11,769
TIF Revenues	5	2,472,190	2,464,253	750,095
Other City Taxes	6	1,549,472	1,625,125	1,479,386
Licenses & Permits	7	93,100	93,175	98,204
Use of Money and Property	8	42,355	42,585	67,604
Intergovernmental	9	1,157,317	1,682,013	979,739
Charges for Fees & Service	10	2,267,300	2,239,300	2,200,223
Special Assessments	11	285,000	140,000	277,202
Miscellaneous	12	93,500	110,473	211,290
Other Financing Sources	13	0	67,073	1,657,155
Transfers In	14	4,263,104	5,357,907	2,577,020
Total Revenues and Other Sources	15	16,720,476	18,170,176	15,137,805
Expenditures & Other Financing Uses				
Public Safety	16	2,837,394	2,712,449	2,770,407
Public Works	17	1,885,556	1,940,933	1,053,163
Health and Social Services	18	8,836	8,836	5,534
Culture and Recreation	19	1,112,676	1,165,221	1,111,278
Community and Economic Development	20	438,889	560,495	2,095,704
General Government	21	866,938	1,129,040	808,193
Debt Service	22	867,055	904,798	796,024
Capital Projects	23	1,410,000	2,670,000	1,344,246
Total Government Activities Expenditures	24	9,427,144	11,091,772	9,984,549
Business Type / Enterprises	25	2,714,622	4,855,050	1,994,271
Total ALL Expenditures	26	12,141,766	15,946,822	11,978,820
Transfers Out	27	4,263,104	5,357,907	2,577,020
Total ALL Expenditures/Transfers Out	28	16,404,870	21,304,729	14,555,840
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	315,606	-3,134,553	581,965
Beginning Fund Balance July 1	30	25,653,365	28,787,918	28,205,953
Ending Fund Balance June 30	31	25,968,971	25,653,365	28,787,918