



"Where People Make the Difference"

# CITY OF CLEAR LAKE

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

May 2, 2014

Mayor  
NELSON P.  
CRABB

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

City  
Administrator  
SCOTT  
FLORY

The next meeting of the Clear Lake City Council is scheduled for Monday, **May 5, 2014**, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the enclosed agenda for the items discussed below.

## COUNCIL MEMBERS

DANA  
BRANT  
Ward 1

TONY J.  
NELSON  
Ward 2

JIM  
BOEHNKE  
Ward 3

MIKE  
CALLANAN  
At Large

GARY  
HUGI  
At Large

ITEM #6A. **10<sup>th</sup> Ave N. Street Reconstruction Project.** On April 29, 2014, the Project engineer filed the "Certificate of Completion" for the Project with the City Clerk. At its regular meeting on May 5, 2014, the Council accepted the work and ordered the engineer to prepare the Final Plat & Schedule of Assessments. The Final Plat & Schedule of Assessments was filed with the City on May 15, 2014. The Council may now act on the Resolution to "Adopt the Final Plat & Schedule of Assessments" and instruct the City Clerk to file the same with the County Treasurer (May 23<sup>rd</sup>). The Clerk is then required to publish notice of the filing of the Final Plat & Schedule of Assessments in the newspaper, as required by law, on May 28<sup>th</sup> and June 4<sup>th</sup> (2<sup>nd</sup> notice). Notices to affected property owners will be sent via regular on May 29<sup>th</sup>. Certification of the final collection of assessments will be made to the County Treasurer by June 27<sup>th</sup>.

ITEM #6C. **2014 Fiscal Year Budget Amendment.** The Code of Iowa, Section 384.18, requires that the fiscal year budget be amended to account for expenditures which exceed the amount as certified or last amended. The Finance Officer has reviewed the budget amounts for each department with the department managers and City Administrator to identify line items and other areas that need to be addressed. The amended budget must be followed for the end of the fiscal year. The budget amendment is required to be completed and filed with the County Auditor by May 31, 2014.

At its previous meeting, the Council set the date & time for a public hearing to amend the 2014 Fiscal Year budget for May 19<sup>th</sup>, at 6:30 pm. Notice of hearing was published in the newspaper (May 7<sup>th</sup>), as required by law. The amendment is necessary for the following items: revenues & expenses related to the bond issuance and Loan Agreement for Project Windmill Realty LLC and expenses related to police dept; golf course patio repair project; Iowa Great Places Project; property acquisition & demolition; and Jet-Vac pump replacement. In



summary, the total budget amendment for FY 2014 is approximately \$440,000 (< than 3% of 2014 certified FY budget).

ITEM #6D. **S. 3<sup>rd</sup> Street Properties**. The City solicited competitive quotations for demolition, foundation walls removal, and backfilling of the City-owned properties located at 1115, 1119, & 1123 S. 3<sup>rd</sup> Street. The low bid was submitted by Charlson Excavating (Clear Lake). Work is not anticipated to begin until after Memorial Day, following completion of the Iowa DNR requirement relating to the removal of asbestos from the structures and the associated 10-day waiting period. Additionally, the City has solicited complete quotations from licensed tree trimmers for on-site tree removal and stump grinding.

The City will also consider a Resolution to set the date for a public hearing on the proposal to dispose of its interest in 1115 and the north ½ of 1119 S. 3<sup>rd</sup> Street to Opportunity Village for the sum of \$40,000. The hearing would be conducted on June 2<sup>nd</sup> and notice of such would be published in the newspaper on May 21<sup>st</sup>. Opportunity Village would build a new residential dwelling on the roughly 85' x 130' parcel.

Smart Quote: "Courage is being scared to death and saddling up anyway." -- John Wayne, American actor.

Scott Flory  
City Administrator

TENTATIVE AGENDA  
CLEAR LAKE CITY COUNCIL  
CITY HALL – 15 N. 6<sup>TH</sup> STREET  
MONDAY, MAY 19, 2014  
CITY HALL – COUNCIL CHAMBERS  
6:30 P.M.

1. Call To Order by Mayor Nelson P. Crabb.

2. Approval of Agenda.

3. Consent Agenda:

A. Minutes – May 5, 2014

B. Approval of the bills & claims.

C. Licenses & Permits:

- **Liquor License**: Class B Wine Permit with Sunday Sales, Weathered Elements; Class C Beer Permit, Class B Native Wine Permit with Sunday Sales; (renewals).
- **Cigarette Permits**: Lake Liquors Wine & Spirits; Pilot Travel Center; Casey's General Store #1896 & #1427; Quick Shop; and Clear Lake Payless Foods; (renewals).
- **Sign Erector's License**: Atwood Electric, Sigourney; (renewal).
- **Excavator's License**: Double M Plumbing & Heating, Clear Lake; Peterson Excavating & Drainage, Kensett; (renewals) and Environmental Priority Service, Salina, Kansas; (new).

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:

A. 2014 Street Resurfacing Project:

- **Motion** to approve **Ordinance #811**, "An Ordinance establishing grade elevations on certain described streets in the City of Clear Lake, Iowa, for the '2014 Street Resurfacing Project'" (2<sup>nd</sup> reading)
- Discussion and questions by City Council.
- **Motion** to suspend the rule requiring three separate readings and place **Ordinance #811** on final reading.
- Discussion and questions by City Council.
- **Motion** to approve **Ordinance #811**, "An Ordinance establishing grade elevations on certain described streets in the City of Clear Lake, Iowa, for the '2014 Street Resurfacing Project'" (final reading)

- Discussion and questions by City Council.

6. New Business:

A. 10<sup>th</sup> Avenue N. Street Reconstruction Project:

- Review by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #14-38**, “A Resolution adopting and levying final schedule of assessments and providing for the payment thereof.”
- Discussion and consideration of **Motion** by City Council.

B. Consolidated Urban Renewal Plan – 2014 Amendment #2:

- Review by Scott Flory, City Administrator.
- Public Hearing.
- **Motion** to close public hearing.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #14-39**, “A Resolution to approve the 2014 Urban Renewal Plan amendment (#2) for the Clear Lake Consolidated Urban Renewal Area.”
- Discussion and consideration of **Motion** by City Council.

C. 2014 Fiscal Year budget amendment (#2):

- Review by Scott Flory, City Administrator.
- Public Hearing.
- **Motion** to close public hearing.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #14-40**, “A Resolution approving the 2014 Fiscal Year budget amendment (#2)”.
- Discussion and consideration of **Motion** by City Council.

D. City-owned properties on S. 3<sup>rd</sup> Street (1115, 1119, & 1123):

- Introduction by Scott Flory, City Administrator.
- Review of request by John Marino, Chief Building Official.
- **Motion** to approve demolition bid from Charlson Excavating (Clear Lake) by City Council.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #14-41**, “A Resolution authorizing the setting of a hearing on a proposal to sell real property locally known as 1115 (including N ½ of 1119) S. 3<sup>rd</sup> Street, Clear Lake, IA, and owned by the City of Clear Lake, IA.”
- Discussion and consideration of **Motion** by City Council.

E. Northwest Water Tower Improvement Project:

- Project update and review of Pay Estimate #3, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion** to approve Pay Estimate #3 by City Council.
- Discussion and consideration of **Motion** by City Council.

F. City Hall/Police Department Renovation Project:

- Project update and review of Pay Estimate #3, Rex McChesney, Chief of Police.
- **Motion** to approve Pay Estimate #3 by City Council.
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

9. Public Works Director's Report:

- Review of sealed bids for 1994 Single-Axle Plow Truck (w/plow).
- Review of N. Shore Drive Project tentative scheduling.

10. City Administrator's Report:

11. City Attorney's Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – JUNE 2, 2014

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

AN ORDINANCE ESTABLISHING GRADE ELEVATIONS ON  
CERTAIN DESCRIBED STREETS IN THE CITY OF CLEAR LAKE,  
IOWA, FOR THE "2014 STREET RESURFACING PROJECT"

BE IT ORDAINED by the City Council of the City of Clear Lake, Iowa:

The 2014 Street Resurfacing Project includes two (2) street segments utilizing the Crack and Seat process for which costs are to be assessed to individual properties as Special Assessments. Resurfacing construction consists of the placement of Hot Mix Asphalt (HMA) on the existing pavement to a thickness of three inches (3").

For purposes of this Grade Ordinance, it shall be understood that the streets included in this project were set to grade and paved under prior construction projects, for which no related Grade Ordinance(s) were found to have been established by the City Council of Clear Lake. Therefore the longitudinal reference lines and related elevations which follow are based on existing conditions.

Segment 1: That the following street grade elevations are hereby established at the locations hereafter indicated on 14<sup>th</sup> Avenue from the west line of South 8<sup>th</sup> Street to the east line of South Shore Drive to-wit:

STATION	DISTANCE FROM CENTERLINE Left (L); Right (R)	EXISTING ELEVATION (+/- 0.01)
35+07.7	11.9' R	1226.57
35+33.4	12.0' L	1226.20
35+86.3	11.9' R	1224.93
35+86.3	12.7' L	1225.16
36+88.8	11.9' R	1224.27
36+89.9	12.7' L	1224.50
37+38.5	11.9' R	1224.38
37+37.9	12.7' L	1224.16
38+00.3	11.9' R	1223.87
38+11.3	12.7' L	1224.02
38+50.8	11.9' R	1223.62
38+50.8	12.7' L	1223.84
39+06.9	12.7' L	1223.50
39+13.2	11.9' R	1223.16
39+54.2	12.7' L	1223.40
39+56.2	11.9' R	1223.21
40+09.5	11.9' R	1222.90
40+09.5	12.7' L	1223.08
40+77.3	12.7' L	1222.56
40+87.4	11.9' R	1222.58
41+33.5	12.7' L	1223.02
41+33.5	11.9' R	1223.30
41+81.2	11.9' R	1224.36
41+89.6	12.7' L	1224.07

End Segment

Segment 2: That the following street grade elevations are hereby established at the locations hereafter indicated on 15<sup>th</sup> Avenue South from the west line of South 8<sup>th</sup> Street to the east line of South Shore Drive to-wit:

44+79.0	15.5' R	1228.57
44+92.4	14.7' L	1227.72
45+25.1	14.7' L	1229.02
45+25.1	14.7' R	1229.02
46+00.0	10.7' R	1229.67
46+00.0	10.4' L	1229.67
46+86.0	10.7' R	1229.72
46+86.0	10.4' L	1229.70
47+64.0	15.5' L	1227.98
47+70.1	11.3' R	1227.82
48+38.7	15.5' L	1226.95
48+51.5	10.6' R	1226.69
49+34.0	10.6' L	1225.78
49+34.0	10.4' R	1225.75
50+34.7	10.4' R	1225.14
50+46.9	15.5' L	1224.84
51+09.0	15.5' L	1224.59
51+16.5	10.4' R	1224.72
52+10.7	10.4' R	1224.50
52+11.0	10.6' L	1224.50
53+48.6	10.6' L	1224.40
53+48.6	10.4' R	1224.60
53+88.7	10.6' L	1224.66
53+88.7	10.4' R	1224.81

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ADOPTING AND LEVYING FINAL SCHEDULE OF ASSESSMENTS, AND PROVIDING FOR THE PAYMENT THEREOF" 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 as follows:

RESOLUTION ADOPTING AND LEVYING FINAL  
SCHEDULE OF ASSESSMENTS, AND PROVIDING  
FOR THE PAYMENT THEREOF

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

That after full consideration of the final schedule of assessments and accompanying plat showing the assessments proposed to be made for the construction of the Clear Lake, Iowa, 10th Avenue North STP Street Improvement Project, within the City, under contract with Wick's Construction of Decorah, Iowa, which final plat and schedule was filed in the office of the Clerk on the \_\_\_\_\_ day of \_\_\_\_\_, 2014; said assessments are hereby corrected by making the following changes and reductions:

NAME OF PROPERTY OWNER AND DESCRIPTION OF PROPERTY	PROPOSED FINAL ASSESSMENT	PROPOSED FINAL ASSESSMENT	PROPOSED FINAL DEFICIENCY, IF ANY	CORRECTED FINAL ASSESSMENT	CORRECTED FINAL DEFICIENCY, IF ANY
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BE IT FURTHER RESOLVED, that the said schedule of assessments and accompanying plat, be and the same are hereby approved and adopted; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of the construction of the said improvements. Provided, further, that the amounts shown in said final schedule of assessments as deficiencies are found to be proper and are levied conditionally against the respective properties benefited by the improvements as shown in the schedule, subject to the provisions of Section 384.63, Code of Iowa. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements, and not in excess thereof, and not in excess of 25% of the value of the same.

BE IT FURTHER RESOLVED, that said assessments of \$500.00 or more shall be payable in ten (10) equal annual installments and shall bear interest at the rate of nine (9%) percent per annum, the maximum rate permitted by law, from the date of the acceptance of the improvements; the first installment of each assessment, or total amount thereof, if it be less than \$500.00, with interest on the whole assessment from date of acceptance of the work by the Council, shall become due and payable on July 1, 2014; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1st annually thereafter, and shall be paid at the same time and in the same manner as the September semiannual payment of ordinary taxes. Said assessments shall be payable at the office of the City Clerk, in full or in part and without interest within thirty days after the date of the first publication of the notice of the filing of the final plat and schedule of assessments to the County Treasurer of Cerro Gordo County, Iowa.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said final plat and schedule to the County Treasurer of Cerro Gordo County, Iowa, and to publish notice of said certification once each week for two consecutive weeks in the "Clear Lake Mirror Reporter", a newspaper printed wholly in the English language, published in the City, and of general circulation in the City of Clear Lake, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer, the Clerk shall also send by ordinary mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Code Section 384.60, Code of Iowa.

BE IT FURTHER RESOLVED, that the Clerk is directed to certify the deficiencies for lots specially benefited by the improvements, as shown in the final schedule of assessments, to the County Treasurer for recording in the Special Assessment Deficiencies Book and to the City official charged with responsibility for the issuance of building permits. Said deficiencies are conditionally assessed to the respective properties under Code Section 384.63 for the amortization period specified by law.

The Clerk is authorized and directed to ascertain the amount of assessments remaining unpaid after the thirty day period against which improvement bonds may be issued and to proceed on behalf of the City with the sale of said bonds, to select a date for the sale thereof, to

cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the sale of said bonds on a basis favorable to the City and acceptable to the Council.

PASSED AND APPROVED this 19th day of May, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

A Resolution to approve the 2014 Urban Renewal Plan Amendment (#2)  
for the Clear Lake Consolidated Urban Renewal Area

WHEREAS, the City Council of the City of Clear Lake, Iowa (the "City"), by prior Resolution established the Clear Lake Consolidated Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, an amendment (the "Amendment") to the plan for the Urban Renewal Area has been prepared which would facilitate the undertaking of new urban renewal projects consisting of using tax increment financing to support the Water Treatment Plant High Service Pumps Project; US HWY 18 Watermain Project; N. Shore Drive Street Reconstruction Project; Northwest Water Tower Project; City Beach Restroom/ Splash Pad Expansion Project; Iowa Great Places Projects; and Kwik Star/Trip project in the Urban Renewal Area; and

WHEREAS, notice of a public hearing by the City Council of the City of Clear Lake, Iowa, on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on May 19, 2014; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Cerro Gordo County and the Clear Lake Community School District; the consultation meeting was held on the 19<sup>th</sup> day of May, 2014; and responses to any comments or recommendations received following the consultation meeting were made as required by law.

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

- A. The activities proposed under the Amendment conform to the general plan for the development of the City;
- B. Proposed activities under the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED and APPROVED May 19, 2014.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

STATE OF IOWA  
COUNTY OF CERRO GORDO                   SS:  
CITY OF CLEAR LAKE

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City aforementioned, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Clear Lake Consolidated Urban Renewal Area in the City of Clear Lake, Iowa.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2014

## NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 6:30 o'clock p.m., at the Clear Lake City Hall, 15 N. 6<sup>th</sup> Street, Clear Lake, Iowa, on May 19, 2014, the City Council of the City of Clear Lake, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Clear Lake Consolidated Urban Renewal Area to facilitate the undertaking of new urban renewal projects consisting of using tax increment financing to support the development of the Water Treatment Plant High Service Pumps Project; US HWY 18 Watermain Project; N. Shore Drive Street Reconstruction Project; Northwest Water Tower Project; City Beach Restroom/ Splash Pad Expansion Project; Iowa Great Places initiative projects; and the Kwik Star/Trip commercial convenience store development and the corresponding construction of public infrastructure improvements, including providing staffing, professional, legal, administrative, and planning support, in the Urban Renewal Area. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Jennifer Larsen  
City Clerk

**CITY OF CLEAR LAKE, IOWA  
2014 URBAN RENEWAL PLAN AMENDMENT (#2)  
CLEAR LAKE CONSOLIDATED URBAN RENEWAL AREA  
MAY 5, 2014**

The Urban Renewal Plan (the "Plan") for the Clear Lake Consolidated Urban Renewal Area (the "Area") is being amended for the purpose of identifying new urban renewal projects to be undertaken therein.

**1) Identification of Project(s).** By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

**Name of Projects:** Water Treatment Plant High Service Pumps Project; US HWY 18 Watermain Project; N. Shore Drive Street Reconstruction Project; Northwest Water Tower Project; City Beach Restroom/ Splash Pad Expansion Project; Iowa Great Places Initiative Projects; and Kwik Star/Trip Development Project

**Name of Urban Renewal Area:** Clear Lake Consolidated Urban Renewal Area

**Year of Consolidation of Urban Renewal Area:** 2007

**Date of Council Approval of Project:** May 19, 2014

**Description of Project:** The City will make improvements to its Water Treatment Plant; Water distribution system; street and utility reconstruction of N. Shore Drive & N. Lakeview Drive; improve the City Beach Restrooms and expand splash pad; support projects related to the Iowa Great Places initiative; and assist with public improvements for the Kwik Star/Trip project. This support will include planning, staffing, grant writing and administration, document support, record management, accounting, legal services and such other services as are necessary to carry out and effectuate the urban renewal initiatives and objectives of the City.

**Description of Use of TIF:** It is anticipated that the City will pay for the Water Treatment Plant High Service Pumps Project; US HWY 18 Watermain Project; N. Shore Drive Street Reconstruction Project; Northwest Water Tower Project; City Beach Restroom/ Splash Pad Expansion Project; Iowa Great Places Projects; and Kwik Star/Trip project and associated costs with the proceeds of an internal advance of City funds on-hand. The City's obligation will be repaid with incremental property tax revenues. It is anticipated that the City's use of incremental property tax revenues for the Projects and associated costs will not exceed \$

**2) Required Financial Information.** The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City: \$41,000,000

Outstanding general obligation debt of the City: \$4,929,500

Proposed debt to be incurred in connection with project \$4,000,000



# CITY OF CLEAR LAKE

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

Mayor  
NELSON P.  
CRABB

DATE: May 12, 2014

City  
Administrator  
SCOTT  
FLORY

TO: Board of Supervisors, Cerro Gordo County  
Superintendent, Clear Lake Community School District

FROM: City Council  
City of Clear Lake, Iowa

COUNCIL  
MEMBERS

RE: 2014 Urban Renewal Plan Amendment #2

DANA  
BRANT  
Ward 1

TONY J.  
NELSON  
Ward 2

JIM  
BOEHNKE  
Ward 3

MIKE  
CALLANAN  
At Large

GARY  
HUGI  
At Large

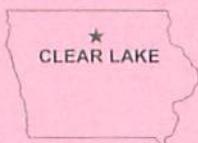
The City of Clear Lake has begun the process of approving an urban renewal plan amendment for the Clear Lake Consolidated Urban Renewal Area which describes a new urban renewal project related to the use of incremental property tax revenues in connection with various projects in the Urban Renewal Area. In accordance with Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss the amendment.

The meeting to discuss our urban renewal plan amendment has been set for May 15, 2014, at 9:30 o'clock a.m. at the City Hall. State law gives you the right to make written recommendations concerning the amendment no later than seven days following the date of the meeting.

The City Council will also hold a public hearing on the urban renewal plan amendment at 6:30 o'clock p.m. on May 19, 2014, and a copy of the notice of hearing is enclosed for your information.

Please call our City Administrator at 357-5267 if you have questions.

Enclosures





## PLANNING AND ZONING

### Cerro Gordo County Courthouse

220 N Washington Ave      Mason City, IA 50401-3254

(641) 421-3021

Tom Drzycimski, AICP, SPHR, Administrative Officer

FAX (641) 421-3088

Michelle Rush, Executive Assistant

May 13, 2014

Mr. Scott Flory  
City Administrator  
City of Clear Lake  
PO Box 185  
Clear Lake, IA 50428

RE: 2014 Urban Renewal Plan Amendment #2

Dear Scott:

On behalf of the Cerro Gordo County Board of Supervisors, I want to thank you for the opportunity to review proposed Amendment #2 to the Clear Lake Consolidated Urban Renewal Area.

The proposed amendment has been reviewed and the county has no objection to its adoption by the Clear Lake City Council. In light of this, we do not see the need to attend the consultation meeting on May 15.

Thank you again for sending us the notification.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Drzycimski".

Tom Drzycimski  
Administrative Officer

cc: Board of Supervisors  
County Auditor

# 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 05/19/14 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 : 2014  
(AS AMENDED LAST ON 03/03/14 .)

Be it Resolved by the Council of the City of Clear Lake  
Section 1. Following notice published 05/07/14

and the public hearing held, 05/19/14 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
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property	1 4,828,118	0	4,828,118
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
<b>Net Current Property Taxes</b>	<b>3 4,828,118</b>	<b>0</b>	<b>4,828,118</b>
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 728,292	0	728,292
Other City Taxes	6 1,490,434	0	1,490,434
Licenses & Permits	7 93,600	0	93,600
Use of Money and Property	8 63,135	0	63,135
Intergovernmental	9 978,503	0	978,503
Charges for Services	10 2,216,800	0	2,216,800
Special Assessments	11 275,000	0	275,000
Miscellaneous	12 98,200	0	98,200
Other Financing Sources	13 5,531,950	64,000	5,595,950
<b>Total Revenues and Other Sources</b>	<b>14 16,304,032</b>	<b>64,000</b>	<b>16,368,032</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety	15 2,857,583	52,200	2,909,783
Public Works	16 1,314,797	0	1,314,797
Health and Social Services	17 7,352	0	7,352
Culture and Recreation	18 1,247,960	23,000	1,270,960
Community and Economic Development	19 2,100,435	298,400	2,398,835
General Government	20 849,987	0	849,987
Debt Service	21 800,775	5,000	805,775
Capital Projects	22 1,549,500	0	1,549,500
<b>Total Government Activities Expenditures</b>	<b>23 10,728,389</b>	<b>378,600</b>	<b>11,106,989</b>
Business Type / Enterprises	24 3,888,252	12,000	3,900,252
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>25 14,616,641</b>	<b>390,600</b>	<b>15,007,241</b>
Transfers Out	26 3,904,450	50,000	3,954,450
<b>Total Expenditures/Transfers Out</b>	<b>27 18,521,091</b>	<b>440,600</b>	<b>18,961,691</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	<b>28 -2,217,059</b>	<b>-376,600</b>	<b>-2,593,659</b>
	29		
Beginning Fund Balance July 1	30 28,205,953	0	28,205,953
<b>Ending Fund Balance June 30</b>	<b>31 25,988,894</b>	<b>-376,600</b>	<b>25,612,294</b>

Passed this \_\_\_\_\_ day of \_\_\_\_\_  
(Day) (Month/Year)

\_\_\_\_\_  
Signature  
City Clerk/Finance Officer

\_\_\_\_\_  
Signature  
Mayor

**NOTICE OF PUBLIC HEARING  
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of Clear Lake in CERRO GORDO County, Iowa

will meet at City Hall, 15 N 6th Street, Clear Lake

at 6:30 p.m. on 05/19/14  
(hour) (Date)

, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2014  
(year)

by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property 1	4,828,118		4,828,118
Less: Uncollected Property Taxes-Levy Year 2			0
Net Current Property Taxes 3	4,828,118	0	4,828,118
Delinquent Property Taxes 4			0
TIF Revenues 5	728,292		728,292
Other City Taxes 6	1,490,434		1,490,434
Licenses & Permits 7	93,600		93,600
Use of Money and Property 8	63,135		63,135
Intergovernmental 9	978,503		978,503
Charges for Services 10	2,216,800		2,216,800
Special Assessments 11	275,000		275,000
Miscellaneous 12	98,200		98,200
Other Financing Sources 13	5,531,950	64,000	5,595,950
<b>Total Revenues and Other Sources 14</b>	<b>16,304,032</b>	<b>64,000</b>	<b>16,368,032</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety 15	2,857,583	52,200	2,909,783
Public Works 16	1,314,797		1,314,797
Health and Social Services 17	7,352		7,352
Culture and Recreation 18	1,247,960	23,000	1,270,960
Community and Economic Development 19	2,100,435	298,400	2,398,835
General Government 20	849,987		849,987
Debt Service 21	800,775	5,000	805,775
Capital Projects 22	1,549,500		1,549,500
Total Government Activities Expenditures 23	10,728,389	378,600	11,106,989
Business Type / Enterprises 24	3,888,252	12,000	3,900,252
Total Gov Activities & Business Expenditures 25	14,616,641	390,600	15,007,241
Transfers Out 26	3,904,450	50,000	3,954,450
Total Expenditures/Transfers Out 27	18,521,091	440,600	18,961,691
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 28	-2,217,059	-376,600	-2,593,659
29			
Beginning Fund Balance July 1 30	28,205,953		28,205,953
Ending Fund Balance June 30 31	25,988,894	-376,600	25,612,294

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Adjust transfers, revenues and expenditures for economic development project. Adjust expenditures for property purchase and demolition, Iowa Great Places Grant, equipment purchases and repairs.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Linda Nelson

City Clerk/ Finance Officer Name

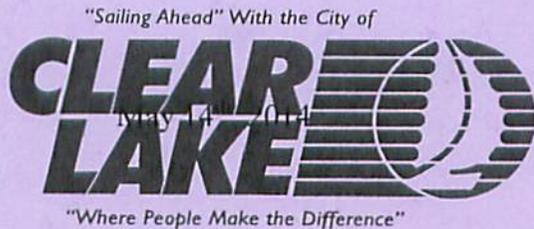
City of Clear Lake  
 May 2014 Amendment

**Revenues:**

Other Financing Sources		
Bond Issue Premium	14,000	
Transfers In	50,000	TIF Interfund Loan
<b>Total Revenues</b>	<b>64,000</b>	

**Expenditures:**

Public Safety		
<u>Police</u>		
Dispatcher Desk	25,000	Originally budgeted in FY 15
Car purchase & Equipment	16,500	Replace broken radio, New cars over estimate
Ammunition	2,500	
Computer	8,200	Replace Windows XP Computers
<b>Total Public Safety</b>	<b>52,200</b>	
Culture & Recreation		
<u>Library</u>		
Elevator Work due to inspection	5,000	
Ads & Publications	2,000	
<u>Park &amp; Rec</u>		
Pool Light Repairs	4,000	
<u>Golf Course</u>		
Patio Repair	12,000	
<b>Total Culture &amp; Recreation</b>	<b>23,000</b>	
Community & Economic Development		
Forgivable Loan additional amount	50,000	
Property Purchase	98,000	
Property Demolition	25,000	
Iowa Great Places Grant	125,000	
CL High School Civil War Memorial	400	
<b>Total Community &amp; Econ Dev</b>	<b>298,400</b>	
Debt Service		
Additional bond issue costs	5,000	
<b>Total Debt Service</b>	<b>5,000</b>	
Enterprise		
<u>Sanitary Sewer</u>		
Pump Replacement	12,000	
<b>Total Enterprise</b>	<b>12,000</b>	
Transfers Out	50,000	
<b>Total Expenditures</b>	<b>440,600</b>	



# CITY OF CLEAR LAKE PUBLIC WORKS DEPARTMENT

1419 2nd Avenue South • P.O. Box 185 • Clear Lake, IA 50428

Phone (641) 357-6135 • FAX (641) 357-6150

[www.cityofclearlake.com](http://www.cityofclearlake.com)

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To Whom It May Concern:

RE: City owned houses on S 3<sup>rd</sup> Street, numbers 1115, 1119 and 1123.

Demolition has begun on the three residences now owned by the City. So far the water and sewer services have been abandoned by City crews and Alliant has removed the gas lines. The electrical wiring is scheduled for removal soon.

The survey of the asbestos was done and then removed by Bergo Environmental Services last weekend. The DNR mandates a 10 day waiting period following the removal of the asbestos, after which the abatement may be started.

Three bids have been submitted for removal of the houses. Brian Nettleton made a bid of \$20,795.00, the Yohn Excavating bid was \$23,270.00 and Charlson Excavating bid \$14,300.00. Bid requirements included removal of the structures and disposal at the North Iowa Landfill. The basement walls and floors and footings are to be removed and hauled away. The clean fill will be compacted to the existing elevation. This should all be accomplished by the end of May.

Our recommendation is to accept the Charlson Excavating bid.

RESOLUTION \_\_\_\_\_

A RESOLUTION AUTHORIZING THE SETTING OF A HEARING ON A PROPOSAL TO SELL REAL PROPERTY LOCALLY KNOWN AS 1115 (INC NORTH ½ OF 1119) S. THIRD STREET CLEAR LAKE, IOWA AND OWNED BY THE CITY OF CLEAR LAKE, IOWA

**WHEREAS**, the City of Clear Lake, Iowa, owns property located at 1115 (inc. north ½ of 1119) S. 3rd Street, Clear Lake, Iowa on which it has negotiated to sell said property; and

**WHEREAS**, the City of Clear Lake, Iowa has negotiated the general terms of a purchase agreement in the form attached hereto as Exhibit "A"; and

**WHEREAS**, a public hearing is required before the Council approves said sale.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Clear Lake, Iowa, that a public hearing on the proposed sale of property to Opportunity Village is hereby set for June 2, 2014, at 6:30 o'clock p.m.

**BE IT FURTHER RESOLVED**, that Notice of said hearing shall be published as required by law.

**PASSED AND APPROVED**, the 19<sup>th</sup> day of May, 2014.

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

Attest:

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

## NOTICE OF PUBLIC HEARING

### NOTICE OF INTENT TO SELL AND ENTER INTO AN AGREEMENT TO DISPOSE OF THE CITY'S INTEREST IN REAL PROPERTY LOCALLY KNOWN AS 1115 & N ½ of 1119 S. 3<sup>RD</sup> STREET CLEAR LAKE, IOWA

YOU ARE HEREBY NOTIFIED that the City of Clear Lake, Iowa, will hold a public hearing on the 2<sup>nd</sup> day of June, 2014, at 6:30 o'clock p.m. at the Clear Lake City Hall, 15 N. 6<sup>th</sup> Street, Clear Lake, Iowa, for purposes of discussing the intent to sell and entering into an agreement to sell real property owned by the City of Clear Lake, Iowa, to Opportunity Village for the sum of \$40,000 certain real property owned by the City of Clear Lake, Iowa, and legally described as follows:

L2 & N ½ L3 AUD PL L 33 Serrines SUB L'S 1 & 4 GOVT L 5 13-96-22 EXC W 20',  
an official Plat in Cerro Gordo County, Iowa; also known as 1115  
(including the north ½ of 1119) S. 3<sup>rd</sup> Street, Clear Lake, IA

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a copy of the proposed agreement with Opportunity Village can be seen at the City Clerk's Office located at the Clear Lake City Hall, 15 N. 6<sup>th</sup> Street, Clear Lake, Iowa, during regular business hours through the date of the hearing.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that at the time and place aforesaid all persons will have opportunity to be heard for or against said agreement. Following such hearing, the Clear Lake City Council will take action on said approval without further notice or opportunity for hearing.

Dated the 20<sup>th</sup> day of May 2014.

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Jennifer Larsen, City Clerk

PURCHASE AGREEMENT  
AND CITY'S OPTION TO REPURCHASE

THIS PURCHASE AGREEMENT AND CITY'S OPTION TO REPURCHASE ("Purchase Agreement") is made as of \_\_\_\_\_, 2014 between CITY OF CLEAR LAKE, a municipal corporation, ("City") and Opportunity Village ("Purchaser").

RECITALS

A. City is the owner of certain real property situated in Cerro Gordo County, Iowa, commonly known as: ("Property") which is zoned for residential use; and

B. The City wishes to sell and Purchaser wishes to purchase 1115 and the north ½ of 1119 S. 3<sup>rd</sup> Street (the "Property"), as described in the Legal Description attached as Exhibit "A" and incorporated herein by reference, to locate a residential dwelling; and

C. Purchaser has agreed to purchase the Property for the consideration provided and under the specific terms in this Purchase Agreement and subject to City's option to repurchase the Property under certain terms, also specified in this Purchase Agreement.

AGREEMENT

For good and valuable consideration as stated below, the parties agree as follows:

Section 1. Purchase and Escrow

1.01 Purchase Price. In accordance with and subject to all the terms, covenants and conditions of this Purchase Agreement, the City agrees to sell and the Purchaser agrees to purchase for construction of a residential dwelling, the Property for the sum of \$40,000 (the "Purchase Price").

1.02 Transaction Fees. City nor the Purchaser shall be liable for any real estate commissions or brokerage fees that may arise herefrom. The City and Purchaser each represent that neither has engaged any broker, agent or finder in connection with this transaction and agree to indemnify and hold harmless the other from liability from any broker or agent claiming a fee therefrom.

Section 2. Terms and Conditions

The City and Purchaser hereby agree to the following terms and conditions:

2.01 Deed. The City shall take all steps necessary for City Council approval for the execution of a Quit Claim deed to convey the Property from the City to Purchaser.

2.02 Pre-Development Work by City. The City shall complete installation of a new sanitary sewer service line to the Property, sidewalk removal and replacement, as well as tree removal from the Property. Curb cuts for driveways needed for the Property are expressly excluded from City responsibility and shall be the responsibility of Purchaser.

2.03 Condition of Site. The City shall deliver to Purchaser a rough graded, unimproved, buildable parcel.

2.04 City and other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures, or other work of improvement upon the Property, the Purchaser shall, at its own expense, secure or cause to be secured any and all development approvals and permits, that may be required by the City or any other governmental agency affected by such construction, development or work. Commencement of construction is defined as having a signed contract with and mobilization of a contractor.

The City agrees to waive any building permit and water & sewer connection fees for the construction or development of any buildings, structures or other work of improvement upon the Property.

The Purchaser shall obtain building permits from the City for the construction or development of any buildings, structures or other work of improvement upon the Property within six (6) months after the Closing Date. Failure to obtain a building permit within six (6) months after the Closing Date shall trigger the City's option to repurchase the Property. A reasonable extension of time may be granted by the City to Purchaser.

2.05 Cost of Construction of Improvements. The cost of construction and development of the Property and constructing all improvements thereon shall be fully borne by the Purchaser.

2.06 Certificate of Completion. The Purchaser shall request and obtain a Certificate of Occupancy ("Certificate") from the City within eighteen (18) months from City's issuance of building permits for the construction or development of any buildings, structures or other work of improvement upon the Site. A Certificate from the City shall be conclusive determination of satisfactory completion of construction as required by this Purchase Agreement.

2.07 Prohibition Against Transfer of Property and Assignment of Agreement. The qualifications and identity of the Purchaser are of unique and particular appreciation to the City and it is because of such qualifications and identity that the City has entered into this Purchase Agreement with the Purchaser. This Purchase Agreement may be terminated by the City prior to the Closing Date if there is any significant change in the ownership or control of the Purchaser.

After execution of this Purchase Agreement by the parties and prior to the issuance by the City of a Certificate of Occupancy ("Option to Repurchase Period"), the Purchaser shall not, except as expressly permitted by this Purchase Agreement, sell, transfer, convey, or assign the whole or any part of the Property without the prior written approval of the City. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property or to prohibit or restrict the leasing of any unit when said improvements are completed.

### Section 3. Consideration for City's Option to Repurchase Property

3.01 Option to Repurchase. Purchaser hereby acknowledges consideration for the City's option to repurchase the Property. The City shall have the right, at its option, to repurchase the Property during the Option to Repurchase Period if:

- a. Purchaser fails to obtain building permits from the City for the construction of the improvements on the Property within six (6) months after the Closing Date, pursuant to Section 2.04 herein, without prior written consent for a reasonable extension of time granted by the City;
- b. Purchaser fails to obtain a Certificate from the City for the completion of the improvements on the Property within eighteen (18) months from City's issuance of building permits for said improvements, pursuant to Section 2.06 herein, without prior written consent for a reasonable extension of time granted by the City; or
- c. Purchaser sells, assigns, disposes or transfers, the whole or any portion of or any interest in the Property after execution of this Purchase Agreement by the parties and prior to the issuance by the City of a Certificate pursuant to Section 2.06 herein, without the prior written consent of the City.

To exercise its right to repurchase, the City shall pay to Purchaser in cash:

- a. The Purchase Price of the Property, plus
- b. The value of the fixed real estate improvements existing on the Property at the time of repurchase, based on a fair market appraisal.

The City's option to repurchase the Property shall terminate upon issuance of a Certificate of Completion from the City which shall be conclusive determination of satisfactory completion of construction of the improvements for the residential dwelling on the Property. A reasonable extension of time may be granted by the City to Purchaser if Purchaser has submitted an application to another governmental agency other than the City that is required to issue a certificate of completion of the improvements for the residential dwelling and Purchaser has submitted all required information and the governmental agency has not issued a required certificate of completion.

Section 4. Representations and Warranties. City warrants that it is the owner of the Property and has marketable and insurable fee simple title to the Property clear of restrictions, leases, liens, and other encumbrances, except as permitted in the Purchase Agreement. City shall convey title to the Property by Quit Claim Deed. City also warrants that it has not added or placed any prohibited substances or hazardous materials on the Property while it owned the Site. The City cannot make any representations concerning contaminants prior to its ownership. The Purchase Price of the Property being acquired in this transaction reflects the fair market value of the Property.

Performance of this Purchase Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location or grade of the Property and that no obligation other than those set forth herein will be recognized.

#### Section 5. Time of Essence

Time is of the essence for this Purchase Agreement. If the City's option to repurchase is not exercised in the manner provided in Section 3 before the expiration of the Option to Repurchase Period, City shall have no interest in the Property and the Option may not be revived by any subsequent payment or further action by City.

#### Section 6. Quitclaim Deed

If this Purchase Agreement is terminated, Purchaser agrees, if requested by City, to execute, acknowledge, and deliver a quitclaim deed to City with ten (10) business days after termination and to execute, acknowledge, and deliver any other documents required by any title company to remove the cloud of this option from the Site.

#### Section 7. Notices

All notices, demands, requests, exercises, and other communications under this Purchase Agreement by either party shall be in writing and:

a. sent by United States certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail, or

b. sent by nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or

City: City of Clear Lake  
Attn: City Administrator  
PO Box 185  
Clear Lake, IA 50428

Purchaser: Opportunity Village  
Attn: CEO

Clear Lake, IA

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt of that notice.

#### Section 8. Transfer

Purchaser may not assign or transfer this Purchase Agreement and the rights under it without City's prior written consent.

#### Section 9. Litigation Costs

If any action or any other proceeding, including arbitration or action for declaratory relief, is brought for the interpretation or enforcement of the Purchase Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with this Purchase Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs, in addition to any other relief to which the party may be entitled.

#### Section 10. Survival & Successors

If there is a contradiction between this Purchase Agreement and any other agreement between the parties, this Purchase Agreement shall control. This Purchase Agreement shall bind and inure to the benefit of the respective heirs,

personal representatives, successors, and assignees of the parties to this Purchase Agreement.

#### Section 11. Waivers

No waiver of any breach of any covenant or provision in this Purchase Agreement shall be deemed a waiver of any other covenant or provision in this Purchase Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.

#### Section 12. Construction

Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Purchase Agreement. The singular form shall include the plural and vice versa. This Purchase Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

#### Section 13. Further Assurances

Whenever requested by the other party, each party shall execute, acknowledge, and deliver all further conveyances, agreements, confirmations, satisfactions, releases, power of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements covered by this Purchase Agreement, and to do all other acts and to execute, acknowledge and deliver all requested documents to carry out the intent and purpose of this Purchase Agreement.

#### Section 14. Third-Party Rights

Nothing in this Purchase Agreement, express or implied, is intended to confer on any person, other than the parties to this Purchase Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Purchase Agreement.

#### Section 15. Integration

This Purchase Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the sale of Property and also the City's option to repurchase the Property.

#### Section 16. Counterparts

This Purchase Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

#### Section 17. Amendment

This Purchase Agreement may not be amended or altered except by a written instrument executed by City and Purchaser.

#### Section 18. Partial Invalidity

Any provision of this Purchase Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Purchase Agreement shall be of no effect, but all the remaining provisions of this Purchase Agreement shall remain in full force.

#### Section 19. Exhibits

All attached exhibits are incorporated in this Purchase Agreement by reference.

#### Section 21. Authority of Parties

All persons executing this Purchase Agreement on behalf of any party to this Purchase Agreement warrant that they have the authority to execute this Purchase Agreement on behalf of that party.

#### Section 22. Governing Law

The validity, meaning and effect of this Purchase Agreement shall be determined in accordance with Iowa laws with venue in Cerro Gordo County.

The parties have executed this Purchase Agreement as of the date first above written.

City



**VEENSTRA & KIMM, INC.**  
2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50201-1398  
641-421-8000 • 641-380-0313 (FAX) • 877-247-8000 (WATS)

**APPLICATION FOR PAYMENT**

**PROJECT: Northwest Water Tower Improvement**

**ENGINEER: Veenstra & Kimm, Inc.**

**TO: City of Clear Lake**

**State of Texas  
County of Tarrant**

**DATE OF APPLICATION: 04/25/14  
APPLICATION NO.: 3**

The undersigned certifs. that the work herein has been completed in accordance with the Contract Documents, that all amounts have been paid for items which previous Certificates for Payment were issued and payments received, and that the current amount is now due.

**PERIOD FROM: 12/01/13 TO: 04/25/14**

Application is made for Payment, as shown below, in connection with this Contract.

Landmark Structures I, L.P., Contractor

1665 Harmon Road; Fort Worth, TX 76177

By: *Aimee Hanel*  
Aimee Hanel, Project Manager

TOTAL COMPLETED TO DATE	\$ <u>373,196.00</u>
STORED MATERIALS	\$ <u>0.00</u>
TOTAL COMPLETED & STORED	\$ <u>373,196.00</u>
RETAINAGE 5%	\$ <u>18,659.80</u>

Date: 04/25/14

Subscribed and sworn before me this

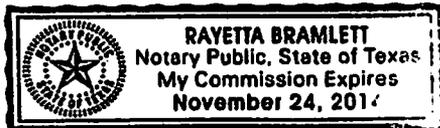
04/25/14  
*Rayetta Bramlett*  
T.B.A., Notary Public, State of Texas

TOTAL EARNED LESS RETAINAGE	\$ <u>354,536.20</u>
LESS PREVIOUS BILLINGS	\$ <u>311,786.20</u>
CURRENT PAYMENT DUE	\$ <u>42,750.00</u>

My commission expires 11-24-14

Reviewed: Veenstra & Kimm, Inc.

By: *Timothy A. Moreau* 5/5/14  
Timothy A. Moreau, P.E.  
Project Manager



Approved: City of Clear Lake

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**3 PROGRESS BILLING**

**Owner:** City of Clear Lake, IA  
**Engineer:** Veenstra & Kimm, Inc.  
**Project:** Northwest Water Tower Improvement Project

**Period From:** 12/01/13  
**Period To:** 04/25/14  
**Landmark #:** 1402 / AH

Item	Complets To Date			Complete Previous	Complete This Period	Balance to Finish
	Total	Percent	Amount			
<b>1 1.0 MG Elevated Storage Tank</b>	<b>2,183,000.00</b>					
General Administration						
Bonds and Insurance	66,870.00	100.00%	66,870.00	66,870.00		
Engineering / Design	75,800.00	100.00%	75,800.00	34,020.00	41,580.00	
Mobilize	40,000.00	50.00%	20,000.00	20,000.00		20,000.00
Site Work						
Rough Grading	21,900.00	39.00%	8,541.00	8,541.00		13,359.00
Erosion Control	12,000.00	42.00%	5,040.00	5,040.00		6,960.00
Temporary Security Fence	6,500.00					6,500.00
Storm Sewer	8,500.00					8,500.00
Watermain	21,900.00					21,900.00
Permanent Fence	18,800.00					18,800.00
Approach, Driveway and Parking	23,300.00	25.00%	5,825.00	5,825.00		17,475.00
Foundation	163,800.00	100.00%	163,800.00	163,800.00		
Support Pedestal						
Pedestal Lifts 1-2 and Tower / Scaffold	155,100.00					155,100.00
Remaining Pedestal Lifts	420,600.00					420,600.00
Dome Floor	76,600.00					76,600.00
Ladders and Landings	64,700.00					64,700.00
Steel Tank						
Ring Beam	78,900.00					78,900.00
Cone	167,200.00					167,200.00
Vertical Wall	142,300.00					142,300.00
Access Tube & Platform	69,350.00					69,350.00
Floor Plate	26,500.00					26,500.00
Steel Tank Hoist	72,000.00					72,000.00
Roof	40,300.00					40,300.00
Coatings						
Pre Hoist Painting	89,500.00					89,500.00
Post Hoist Painting	86,000.00					86,000.00
Mechanical						
Base Piping	24,000.00	100.00%	24,000.00	24,000.00		
Riser Piping	106,600.00					106,600.00
Control Valves / Piping	14,800.00					14,800.00
Electrical / Controls	52,680.00					52,680.00
Finish Out						
Interior Fill	7,600.00	45.00%	3,420.00		3,420.00	4,180.00
Slab on Grade	8,500.00					8,500.00
Control Room	6,500.00					6,500.00
Doors	12,500.00					12,500.00
Tank Disinfection / Fill	1,500.00					1,500.00
Alt A Flood Lighting	21,000.00					21,000.00
Alt B Upgraded Painting Schedule	25,000.00					25,000.00
<b>Current Contract Amount</b>	<b>\$2,229,000.00</b>		<b>\$373,196.00</b>	<b>328,196.00</b>	<b>\$45,000.00</b>	<b>\$1,855,804.00</b>

**3 PROGRESS BILLING**

Owner: City of Clear Lake, IA  
 Engineer: Veenstra & Kimm, Inc.  
 Project: Northwest Water Tower Improvement Project

Period From: 12/01/13  
 Period To: 04/25/14  
 Landmark #: 1402 / AH

Item	Complete To Date			Complete Previous	Complete This Period	Balance to Finish
	Total	Percent	Amount			
Change Orders						
<b>Total Change Orders</b>						
<b>Revised Contract Amount</b>	<b>\$2,229,000.00</b>		<b>\$373,196.00</b>		<b>\$45,000.00</b>	<b>\$1,855,804.00</b>
Gross Amount Due			\$373,196.00	\$328,196.00	\$45,000.00	
Less Retainage (5%)			18,659.80	16,409.80	2,250.00	
Net Amount			<u>\$354,536.20</u>	<u>\$311,786.20</u>	<u>\$42,750.00</u>	
Less Previous Unpaid Billings						
Less Previous Paid Billings			<u>311,786.20</u>			
			<u>\$42,750.00</u>			
<b>Weather Days Requested This Period</b>				<b>Current Billing</b>	<b>\$42,750.00</b>	

City

# APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: Clear Lake Municipal Building Renovation

APPLICATION NO: 3  
PERIOD TO: 04/30/14  
PROJECT NOS.: 11012

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	TITLE COMPANY

FROM: King-Knutson Construction, Inc.  
101 N. 8th Street  
Clear Lake, IA 50428

VIA ARCHITECT: Bergland & Cram

CONTRACT DATE: 01/20/14

REF. NUMBER: 11012

INVOICE NO.: CLMB-03  
TM JOB NO.:

CONTRACT FOR: City of Clear Lake

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM \$ 1,140,381.00
2. Net change by Change Orders \$ 5390.50
3. CONTRACT SUM TO DATE (Line +/- 2) \$ 1,145,771.50
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) \$ 271,195.50
5. RETAINAGE
  - a. 0 % of Labor Only (Column D + E on G703) \$ \_\_\_\_\_
  - b. 0 % of Stored Material (Column F on G703) \$ \_\_\_\_\_
 Total Retainage (Line 5a + 5b or Total in Column 1 of G703) \$ 13,559.78
6. TOTAL EARNED (Line 4 less Line 5 total) \$ 257,635.73
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate) \$ 119,851.53
8. CURRENT PAYMENT DUE \$ 137,784.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 888,135.78

The undersigned Contractor certifies that to the best of the Contractors Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR:

BY: Jim Fred DATE: 04/30/14

State of: Iowa  
County of: Cerro Gordo  
Subscribed and sworn to before me this 30<sup>th</sup> day of April 2014



Notary Public: Scott F. Everett  
My Commission expires: 03/17/2017

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 137,784.20

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed conform to the amount certified.)

ARCHITECT:

By: Doug Forester Date: 5/13/14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	5,390.50	
Total approved this month		
TOTALS	5,390.50	
NET CHANGES by Change Order	5390.50	

# AIA DOCUMENT G703 CONTINUATION SHEET

CONTRACTOR APPLICATION FOR PAYMENT									
PROJECT: Clear Lake Municipal Building Renovation and Remodeling					APPLICATION NO.: 3				
CONTRACTOR: King-Knutson Construction, Inc					APPLICATION DATE: April 30, 2014				
					PERIOD TO: April 30, 2014				
					PURCHASE ORDER NUMBER: 11012				
A	B	C	D	E	F	G	H	I	
PHASE NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1.	General Conditions	17,187.00	13,140.00	610.00		13,750.00	80%	3,437.00	687.50
2.	Demolition	36,120.00	16,248.00			16,248.00	45%	19,872.00	812.40
3.	Concrete Work	26,229.00	20,980.00			20,980.00	80%	5,249.00	1,049.00
4.	Masonry Work	120,524.00	19,500.00	49,875.00		69,375.00	58%	51,149.00	3,468.75
5.	Masonry Restoration	21,656.00				0.00	0%	21,656.00	0.00
6.	Metals	2,772.00				0.00	0%	2,772.00	0.00
7.	Rough Carpentry	21,396.00	2,600.00	8,954.00		11,554.00	54%	9,842.00	577.70
8.	Finish Carpentry	18,144.00		3,266.00		3,266.00	18%	14,878.00	163.30
9.	Architectural Woodwork	36,472.00				0.00	0%	36,472.00	0.00
10.	Insulation	29,228.00				0.00	0%	29,228.00	0.00
11.	Rough Patching	8,106.00	800.00	1,631.00		2,431.00	30%	5,675.00	121.55
12.	Joint Sealants	6,927.00				0.00	0%	6,927.00	0.00
13.	Metal Doors and Frames	79,118.00		6,330.00		6,330.00	8%	72,788.00	316.50
14.	Special Doors	7,387.00		220.00		220.00	3%	7,167.00	11.00
15.	Aluminum Store Front	51,093.00				0.00	0%	51,093.00	0.00
16.	Acoustical Ceiling	10,112.00				0.00	0%	10,112.00	0.00
17.	Flooring	38,824.00				0.00	0%	38,824.00	0.00
18.	Painting	29,936.00				0.00	0%	29,936.00	0.00
19.	Specialties	4,720.00				0.00	0%	4,720.00	0.00
20.	Garage Fence	4,397.00				0.00	0%	4,397.00	0.00
21.	Wire Mesh Partitions	2,835.00				0.00	0%	2,835.00	0.00
22.	Lockers	4,069.00				0.00	0%	4,069.00	0.00
23.	Evidence Weapon Storage	20,160.00				0.00	0%	20,160.00	0.00
24.	Window Blinds	1,639.00				0.00	0%	1,639.00	0.00
25.	Plumbing and Mechanical	159,760.00	14,190.00	51,960.00		66,150.00	41%	93,610.00	3,307.50
26.	Electrical	381,570.00	33,311.00	22,190.00		55,501.00	15%	326,069.00	2,775.05

# AIA DOCUMENT G703 CONTINUATION SHEET

CONTRACTOR APPLICATION FOR PAYMENT									
PROJECT: Clear Lake Municipal Building Renovation and Remodeling					APPLICATION NO.: 3				
CONTRACTOR: King-Knutson Construction, Inc					APPLICATION DATE: April 30, 2014				
					PERIOD TO: April 30, 2014				
					PURCHASE ORDER NUMBER: 11012				
A	B	C	D	E	F	G		H	I
PHASE NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
27.	Change Order #1	3,693.00	3,693.00			3,693.00	100%	0.00	184.65
28.	Change Order #2	900.00	900.00			900.00	100%	0.00	45.00
29.	Change Order #3	385.00	385.00			385.00	100%	0.00	19.25
30.	Change Order #4	412.50	412.50			412.50	100%	0.00	20.63
31.						0.00	#DIV/0!	0.00	0.00
32.						0.00	#DIV/0!	0.00	0.00
33.						0.00	#DIV/0!	0.00	0.00
34.						0.00	#DIV/0!	0.00	0.00
35.						0.00	#DIV/0!	0.00	0.00
36.						0.00	#DIV/0!	0.00	0.00
	TOTALS	1,145,771.50	126,159.50	145,036.00	0.00	271,195.50	24%	874,576.00	13,559.78

CHANGE ORDER LOG

5/14/2014

CLEAR LAKE MUNICIPAL BUILDING

11012

CO #	Contractor	Subject	Amount
1	Linahon electric	400 AMP Breaker	\$3,693.00
2	King Construction	Removal of Steel Mezzanine from Garage	\$900.00
3	Secory P&H	Raise existing clean out in hose drying tower	\$385.00
4	Secory P&H	Move existing unit heater and reinstall	\$412.50
<hr/>			
Total			\$5,390.50



**TO: Jason Petersburg**

**FROM: Debra Ytzen**  
**Gas Operations Manager**

**DATE 5/14/2014**

Alliant Energy is replacing approximately 5000 feet of main starting around the 400 block of N Shore Drive to the 100 block of S Shore Drive. The majority of this project is due to a request by the City of Clear Lake to move our underground gas facilities while a small portion of it is being driven by us for safety and reliability reasons as long as we are in the area.

The purpose of this letter is to provide a rough timeline and some implications of road closings associated with completing our work.

**April 28 - Mid May**

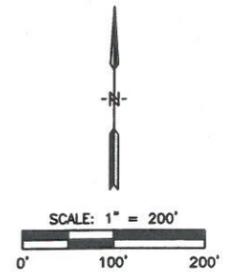
- Working on N Shore Drive between 7<sup>th</sup> Ave North and 5<sup>th</sup> Ave North
- Will be reroute traffic coming into town on North Shore for a day or possibly two until we complete tie-ins. Both lanes will be back open each night.

**Mid May – June**

- Working on N Shore Drive between 5<sup>th</sup> Ave North & 1<sup>st</sup> Ave North
- Will incur road closings as follows:
  - Closing N Shore Drive at 5<sup>th</sup> Ave North for one day due to directional drill machine needing to sit at that intersection.
  - Closing approximately 500 feet at one time between 5<sup>th</sup> Ave N and 2<sup>nd</sup> Ave N due to pipe on the ground prior to drilling. This will include street and residential driveways closings. (We will make contact with each customer.)

**Mid July (after Bikes, Blues & BBQ) – Until Done**

- Working between 1<sup>st</sup> Ave N and 1<sup>st</sup> Ave S
  - Closing N Shore Drive at intersection of 1<sup>st</sup> Ave N for a day due to direction drill machine needing to sit at that intersection and/or pipe.
  - Closing Lakeview Drive next to Lady of the Lake for a day due to directional drill machine needing to sit at that intersection.
  - Closing boat ramp for up to a day due to directional drill machine needed to sit at that intersection.



PAVING IMPROVEMENTS TO BE COMPLETED AT SAME TIME AS STAGE 4 UNDERGROUND WORK, LOCATED SOUTH OF STA 30+83

OCT 3 - NOV 3

PEDESTRIAN AND VEHICLE ACCESS ACROSS INTERSECTION TO BE MAINTAINED AT ALL TIMES.

4TH AVENUE NORTH TO BE OPEN TO 2-WAY TRAFFIC DURING STAGE 3 AND 4 WORK

UNDERGROUND WORK ONLY IN SUMMER / FALL 2014

 = STREET PAVING WORK

**SCHEDULE NOTES**

1. "PRELIMINARY" SCHEDULE PROVIDED BY UNDERGROUND CONTRACTOR INDICATES 84 WORKING DAYS FOR 2014 CONSTRUCTION SEASON.
2. 90 WORKING DAYS ALLOWED FOR 2014 CONSTRUCTION.
3. NO RAIN DAYS INCLUDED IN THE PRELIMINARY SCHEDULE.

**STAGING NOTES**

1. ONLY ONE STAGE MAY BE CLOSED TO VEHICLE TRAFFIC AT A TIME.
2. ALL WORK WITHIN A STAGE MUST BE COMPLETED AND THE STREET REOPENED PRIOR TO STARTING THE NEXT STAGE.
3. CONSTRUCTION SHALL TAKE PLACE STARTING WITH STAGE 1 AND WORKING SEQUENTIALLY TO STAGE 4.
4. INTERSECTIONS SHALL BE A PRIORITY AND REOPENED AS SOON AS POSSIBLE.
5. NORTH LAKEVIEW DRIVE SHALL NOT BE CLOSED UNTIL AFTER LABOR DAY.
6. CONTRACTOR MAY SUBMIT ALTERNATE STAGING PLAN TO ENGINEER FOR REVIEW AND APPROVAL.
7. CITY TO MAINTAIN TEMPORARY AGGREGATE SURFACING DURING WINTER SHUT DOWN. CONTRACTOR TO MAINTAIN SURFACING AT ALL OTHER TIMES.

NORTH LAKEVIEW DRIVE TO BE NO PARKING AND OPEN TO 2-WAY TRAFFIC DURING STAGE 3 AND 4 WORK.

**VEHICULAR TRAFFIC CONTROL PLAN**

1. ALL STAGES SHALL BE COMPLETELY CLOSED TO TRAFFIC DURING CONSTRUCTION.
2. ALL WORK WITHIN A STAGE MUST BE COMPLETED AND THE STREET REOPENED PRIOR TO STARTING THE NEXT STAGE.

PAVING IMPROVEMENTS TO BE COMPLETED AFTER COMPLETION OF UNDERGROUND IMPROVEMENTS IN FALL 2014

**PEDESTRIAN TRAFFIC CONTROL PLAN**

1. EXISTING SIDEWALKS SHALL BE CLOSED FOR CONSTRUCTION AT SIDE STREETS. SIDEWALK CLOSURES TO REMAIN IN PLACE UNTIL ALL SIDEWALK CONSTRUCTION COMPLETE IN 2015. NO DETOUR ROUTE REQUIRED.
2. CITY OF CLEAR LAKE TO COORDINATE WITH BUSINESS OWNERS TO PROVIDE THEIR OWN ACCESS.
3. CONTRACTOR SHALL PROVIDE 10 CALENDAR DAY ADVANCE NOTIFICATION OF SIDEWALK CLOSURE TO THE IOWA DEPARTMENT OF THE BLIND, CURTIS.CHONG@BLIND.STATE.IA.US; THE NATIONAL FEDERATION OF THE BLIND OF IOWA, M.BARBER@NFBCHS.COM; AND THE ENGINEER.
4. ALL CLOSED SIDEWALKS SHALL BE CLOSED WITH TYPE II BARRICADE MEETING THE REQUIREMENTS OF NCHRP REPORT 350 MUST BE INSTALLED THAT EXTENDS THE FULL WIDTH OF THE CLOSED PEDESTRIAN PATH. THE TOP RAIL OF THE BARRICADE IS TO BE 36 TO 42 INCHES ABOVE THE BOTTOM RAIL AND SITUATED TO ALLOW PEDESTRIANS TO USE THE RAIL AS A GUIDE FOR THEIR HANDS. THE TOE RAIL ON THE BARRICADE MUST HAVE A MINIMUM TOP HEIGHT OF 6 INCHES AND A MAXIMUM BOTTOM EDGE HEIGHT OF 1.5 INCHES ABOVE THE PEDESTRIAN PATH SURFACE. THE BARRICADE IS CONTINUOUS, STABLE, AND NON-FLEXIBLE. THE BARRICADE MUST BE LOCATED TO MINIMIZE SIGHT DISTANCE RESTRICTIONS FOR ROAD USERS.

SEPT 8 - OCT 2

PAVING IMPROVEMENTS TO BE COMPLETED AT SAME TIME AS STAGE 3 UNDERGROUND WORK. SIDEWALK WORK MAY CONTINUE WITH STAGE 4 AS LONG AS STREET IS OPEN.

**PRELIMINARY SCHEDULE / STAGING PLAN - SUMMER / FALL 2014**