

Mayor  
NELSON P.  
CRABB

May 17, 2013

City  
Administrator  
SCOTT  
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **May 20, 2013**, 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

TERRY  
UNSWORTH  
At Large

ITEM #6A. **Northwest (HWY 18) Water Tower Project.** One of the major capital improvement projects included in the FY 14 municipal budget is the construction of a new one million gallon elevated water storage tower in the vicinity of the existing 250,000 gallon "multi-legged" tower adjacent to Four Winds Drive. The proposed tower would be similar to the one constructed in 2007/08 located on S. 24<sup>th</sup> Street.

In March 2013, the Council approved the "Preliminary Engineering Report" which addressed specific issues with regard to the new tower, such as site location, tank style, and other general design parameters. It has been the City's intention that, in lieu of conducting costly maintenance on the three (3) "multi-legged" towers, it would be more cost effective to construct a new one million gallon tower to be built in a single location to ultimately replace all three (3) of the "multi-legged" towers (which have a combined capacity of one million gallons). Distribution system analysis has concluded that, as a result of the extensive improvements made by the City to its water utility infrastructure, such as the "east-end" and "south-end" looping projects and the US HWY 18 watermain project under construction, the City can operate with two (2) one million gallon towers.

The consulting engineering will review the proposed final plans and specifications with the Council and request that a date be set for a bid letting and public hearing on the proposed plans & specifications. A bid letting date is proposed to be set for June 26<sup>th</sup>, at 11:00 a.m. and the hearing on the project plans & specifications for July 1<sup>st</sup>, at 6:30 p.m.



The engineer's opinion of the probable cost of construction is \$1.94 million. It is expected that construction would begin in July, 2013 and be completed by November, 2014. Demolition of the existing "multi-legged" tower adjacent to the Four Winds Drive subdivision would occur in March, 2015.

Scott Flory  
City Administrator

Smart Quote: *"That which is always within our reach is always the last thing we take; and, the chances are, that what we can do every day, we never do at all."*  
- L.E. Landon, British writer and poet

TENTATIVE AGENDA  
CLEAR LAKE CITY COUNCIL  
CITY HALL – 15 N. 6<sup>TH</sup> STREET  
MONDAY, MAY 20, 2013  
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 6, 2013.
  - B. Approval of the bills & claims.
  - C. Licenses & Permits:
    - Excavator's License: John Ries Excavating, Rockwell, (renewal).
    - Cigarette Permit: Quick Shop, Pilot Travel Center, Casey's #1896, Casey's #1427, and Dollar General, (renewal).
    - Street Closing Request: Zion Lutheran Church, Sunday May 26<sup>th</sup> and June 2<sup>nd</sup>; Cerro Gordo County Women's Health Fund 5k, Saturday, June 8<sup>th</sup>; Clear Lake Area Chamber of Commerce, Thursdays on Main, Jun 13<sup>th</sup> through August 15<sup>th</sup>; Twin City F-100 Club, June 14<sup>th</sup> and 15<sup>th</sup>.
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. Proposed Ordinance prohibiting the feeding of waterfowl at or within 300' of any City-owned and/or maintained park or other recreation area(s):
    - **Motion** to approve **Ordinance #808**, "An Ordinance prohibiting the feeding of waterfowl at or within 300' of any City-owned and/or maintained park or other recreation area(s) (including City Beach and the N. Lakeview Dr, between Main Ave and 4<sup>th</sup> Ave N.) within the City of Clear Lake, Iowa, and amending the Code of Ordinances of the City of Clear Lake, Iowa, 2003." by City Council (2<sup>nd</sup> reading).
    - Discussion and consideration of **Motion** by City Council.

6. New Business:

A. Northwest (US HWY 18) Water Tower Project:

- Introduction by Scott Flory, City Administrator.
- Review of proposed plans & specifications, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion to approve Resolution #13-38**, A “Resolution fixing the date for a public hearing on plans, specifications, form of contract, & estimate of cost and setting the date for a bid letting on the proposed Northwest (US HWY 18) Water Tower Improvement Project for the City of Clear Lake, Iowa, and for the taking of bids therefor.”
- Discussion and consideration of **Motion** by City Council.

B. US HWY 18 (N. 3<sup>rd</sup> St. W. - N. 9<sup>th</sup> St. W.) Water Main Improvement Project:

- Update regarding construction and review of Pay Estimate #1, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion to approve Pay Estimate #1** by City Council.
- Discussion and consideration of **Motion** by City Council.

C. 12<sup>th</sup> Avenue S. Outdoor Recreation Area Trail Project:

- Update regarding construction and review of Change Order #1, Mike Danburg, P.E., Yaggy Colby Associates.
- **Motion to approve Change Order #1** by City Council.
- Discussion and consideration of **Motion** by City Council.

D. Main Avenue Water Tower Demolition & Site Restoration Project:

- Project update and review of Change Order #1, Jason Petersburg, P.E., Veenstra & Kimm.
- **Motion to approve Change Order #1** by City Council.
- Discussion and consideration of **Motion** by City Council.

E. Withdrawl from iCASH membership for receiving electronic payments:

- Review of proposal, Scott Flory, City Administrator.
- **Motion to approve Resolution #13-39**, A “Resolution of the City Council of the City of Clear Lake, Iowa, withdrawing from participation in an Agreement under Iowa Code Chapter 28E known as the Iowa Cities E-Payment Aggregation System.”
- Discussion and consideration of **Motion** by City Council.

F. Bicycle, Blues, & BBQ Weekend Event – North Iowa Spin:

- Review of request, Tim Putnam, North Iowa Spin.
- **Motion** to approve **Resolution #13-40**, A “Resolution approving a street closing request for a competitive cycling road race.”
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #13-41**, A “Resolution approving a street closing request for a competitive cycling criterium.”
- Discussion and consideration of **Motion** by City Council.

G. Retail Incentive Program – Lake Theater (4 N. 4<sup>th</sup> Street):

- Review of proposal, Scott Flory, City Administrator.
- **Motion** to approve **Resolution #13-42**, A “Resolution to fix the date for a meeting at which it is proposed to approve a Development Agreement with Lake Theater, including annual appropriation tax increment payments in an amount not to exceed \$16,000.”
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police’s Report:

8. Mayor’s Report:

9. Public Works Director’s Report:

- A. Update regarding future Cemetery Expansion Area Site Grading Project.
- B. Update regarding completion of the “porous paving” component of the 1<sup>st</sup> Ave S. & S. 3<sup>rd</sup> Streets Alley Reconstruction Project.

10. City Administrator’s Report:

- A. S. 20<sup>th</sup> Street Intersection(s), Stormwater, & Sidewalk Project pre-construction meeting: May 23, 2013, at 11:00 a.m.

11. City Attorney’s Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – JUNE 3, 2013

SPECIAL EVENTS APPLICATION



15 N 6<sup>th</sup> St \* P.O. Box 185 \* Clear Lake, IA 50428 \* 641-357-5267 (P) \* 641-357-8711 (F) \* www.cityofclearlake.com

Applicant Name: Dean Hess Home Telephone: 641-357-7659

Name of Organization: Zion

Mailing Address: 112 N. 4th St. Clear Lake

Personal Cell Phone: 641-430-2318 Event Cell Phone: 641-430-2318

Physical Location of Event (street address or other description): 1st Ave south of Zion property

Date and Hours of Event: Sunday May 26 and June 2  
9:15 am - 10:45 am

Description of Event: we would like to block 1st Ave N. from N. 4th St. to the exit from the post office.

A. Is your event affiliated with the Clear Lake Chamber of Commerce? Yes \_\_\_ No \_\_\_ If the answer is "Yes", please skip "B" below.

B. If the answer is "No", will there be food vendors at your event? Yes \_\_\_ No \_\_\_ If the answer is "Yes", each for-profit food vendor must (1) provide a \$1 million liability policy naming the City as an additional insured, (2) complete the Concession Agreement, and (3) complete the Indemnification Agreement before your event can be approved by the City Council.

C. Will any inflatable devices be used at your event? Yes \_\_\_ No \_\_\_ If the answer is "Yes", you are hereby advised that it is your responsibility to insure that any such device has been inspected by the State of Iowa and that the inspection sticker is attached to the device.

D. The Applicant shall obtain a public liability insurance policy, insuring against any loss that the City or any person may sustain arising out of or in connection with the Special Event for the following minimum amounts: (1) Public Liability - \$250,000 per person; \$500,000 per accident; and (2) Property Damage - \$100,000 per accident.

Date: 9 May 2013

Dean Hess  
Signature of Applicant

APPROVED: Greg Peterson  
Greg Peterson, Chief of Police

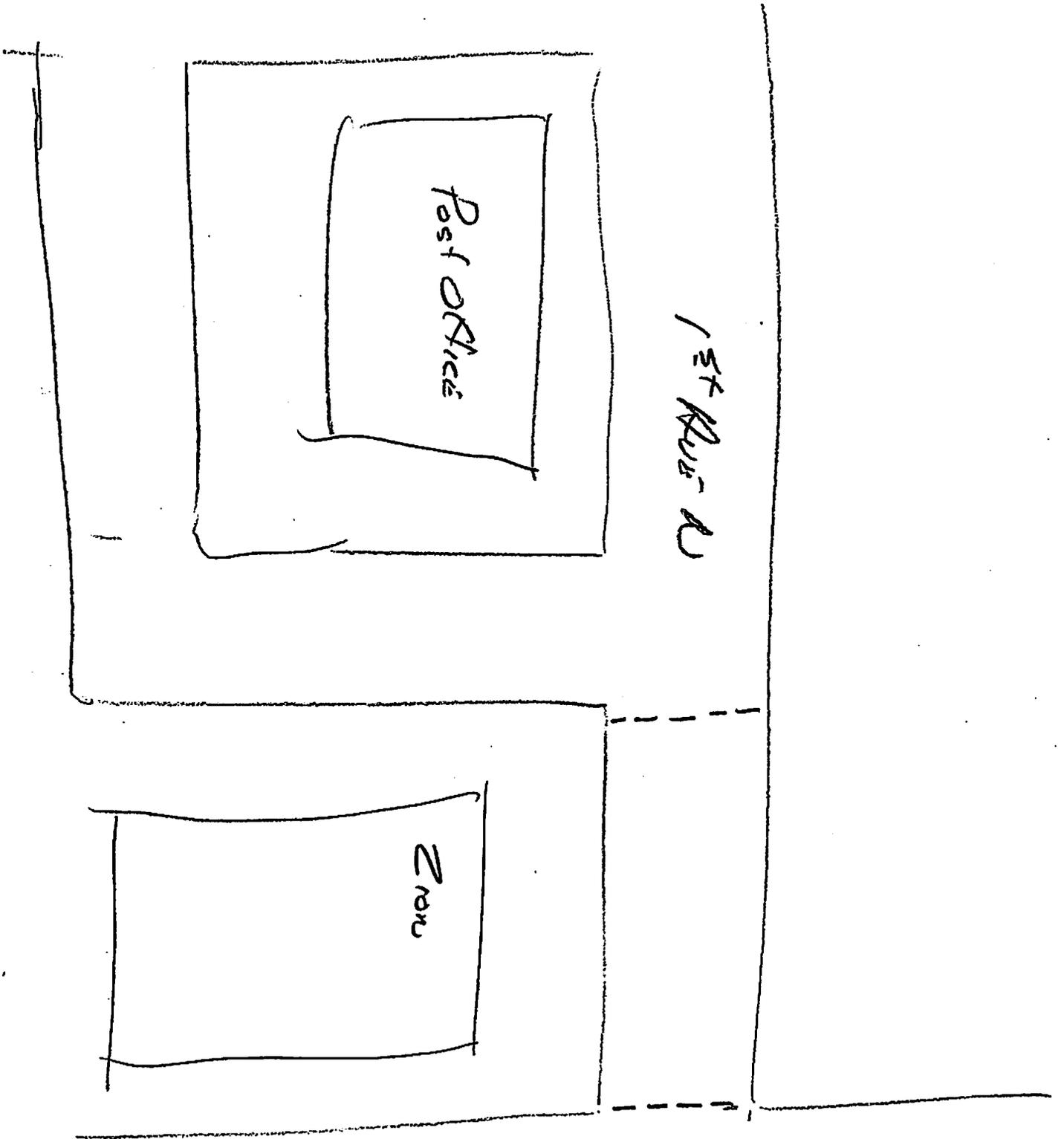
OFFICE USE ONLY	
Indemnity Agreement: _____	Certificate of Insurance: Attached ___ Not Needed ___
City Council: Approved _____ Denied _____	Public Works Department _____
Copy to: City Clerk _____	Parks & Rec Department _____
Fire Department _____	

1<sup>ST</sup> AVE N

Post Office

Zona

N 4<sup>TH</sup> ST.



**ORDINANCE NO. 808**

**AN ORDINANCE PROHIBITING THE FEEDING OF WATERFOWL AT OR WITHIN 300' OF ANY CITY-OWNED AND MAINTAINED PARK OR OTHER RECREATION AREA (INCLUDING CITY BEACH AND N. LAKEVIEW DRIVE, BETWEEN MAIN AVE AND 4<sup>TH</sup> AVE N.) WITHIN THE CITY OF CLEAR LAKE, IOWA, AND AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLEAR LAKE, IOWA, 2003**

WHEREAS it is well-established in the field of wildlife biology that the feeding of waterfowl may ultimately be detrimental to the animals; and

WHEREAS the feeding of waterfowl causes a public health nuisance and safety hazard that is detrimental to the health and general welfare of the public; and

WHEREAS the problems created by waterfowl within the city limits are increasing and negatively impacting City-owned and maintained parks and other recreation areas, including City Beach, and N. Lakeview Drive, between 4<sup>th</sup> Avenue N. and Main Avenue; and

WHEREAS the City Council finds it to be in the best interests of the health, safety, and welfare of the public that the feeding of waterfowl be prohibited at or within 300' of City-owned and maintained parks and other recreation areas, including City Beach and N. Lakeview Drive, between 4<sup>th</sup> Avenue N. and Main Avenue.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Clear Lake, Iowa, that this Ordinance is hereby added to the Clear Lake Code of Ordinances, 2003, as amended, and shall read as follows:

**XXX. Feeding of Waterfowl Prohibited.**

- A. "Waterfowl" is any bird that frequents the water, or lives about rivers, lakes, or other bodies of water; an aquatic fowl, including, but not limited to: ducks, geese, swans, herons, and egrets.
- B. No person shall purposely or knowingly, with intent to provide such food, feed, bait, or in any manner provide access to food to any waterfowl at or within 300' of any City-owned and maintained park or other recreation areas, within the corporate limits of the City of Clear Lake, including City Beach and N. Lakeview Drive, between 4<sup>th</sup> Avenue N. and Main Avenue.
- C. No person shall purposely or knowingly leave or store any refuse, garbage, food product, pet food, forage product or supplement, salt, seed, birdseed, fruit, or grain in a manner that would constitute an attractant to any waterfowl at or within 300' of any City-owned and maintained park or recreation areas, including City Beach and N. Lakeview Drive, between 4<sup>th</sup> Avenue N. and Main Avenue.

- D. Nothing in this Section shall prohibit the actions of any agent of the State of Iowa lawfully engaged in a wildlife or waterfowl management program on any property owned by the State of Iowa or the Clear Lake Community School District.
- E. Nothing in this Section shall prohibit the actions of an agent of the City of Clear Lake authorized to implement an alternative control method set forth in any approved community based goose management plan and possessing a special goose management permit issued by the Iowa Department of Natural Resources.

**XXX. Feeding of other songbirds and other backyard birds permitted**

Feeding of other songbirds and other backyard birds shall be permitted outdoors at such times and in such numbers that: (1) Such feeding does not create an unreasonable disturbance that affects the rights of surrounding property owners and renders other persons insecure in the use of their property and; (2) Does not create an accumulation of droppings on the property and surrounding properties and; (3) Does not become an attractant for rodents or other wild animals and; (4) Bird feeders are placed at least five (5) feet above the ground.

**XXX. Enforcement**

- A. Each property owner shall have the duty to remove any above named materials or device placed on the owner's property in violation of this Ordinance.
- B. Failure to remove or remedy a violation of this Chapter within twenty-four (24) hours after notice from the City shall constitute a separate violation of this Ordinance.
- C. Health Department personnel, Animal Control Officers, and all Police Officers of the City of Clear Lake are hereby given full power and authority to enforce this ordinance

**XXX. Penalties**

- A. Any person violating any provision of this Chapter shall be liable for a fine according to the following schedule:
- B. The penalty for violation of this Ordinance shall be \$50 for the first violation, \$100 for the second infraction committed within one calendar year, and \$250 for third infraction committed within one calendar year.

**Severability**

Every section of this ordinance or subdivision or separate part thereof shall be considered a separate provision to the intent that if any portion shall be declared unconstitutional it shall not affect the remaining parts of this ordinance.

**When Effective**

This ordinance shall take effect immediately upon final passage thereof and publication thereof as provided for by law.

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

A RESOLUTION FIXING THE DATE FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT & ESTIMATE OF COST, AND SETTING THE DATE FOR A BID LETTING ON THE PROPOSED NORTHWEST (U.S. HIGHWAY 18) WATER TOWER IMPROVEMENT PROJECT FOR THE CITY OF CLEAR LAKE, IOWA AND FOR TAKING OF BIDS THEREFOR

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

That the "Northwest (U.S. Highway 18) Water Tower Improvement Project" (hereinafter referred to as the "Project") is hereby ordered to be advertised for bids of construction.

BE IT FURTHER RESOLVED, that the detailed plans & specifications, as submitted for the Project, by Veenstra & Kimm, for the construction of the Project and the Form of Contract and Notice to Bidders, as approved by the Attorney, be and the same are hereby approved, subject to hearing thereon, and are hereby ordered placed on file in the Office of the City Clerk for public inspection.

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

BE IT FURTHER RESOLVED, that the Clerk be and is hereby empowered and directed to publish notice to bidders once in the "Clear Lake Mirror Reporter", a legal newspaper, printed wholly in the English language, published at least once weekly, and having a general publication in this City. In accordance with Section 384.96 of the Code of Iowa, publication shall be not less than four (4) nor more than forty-five (45) clear days prior to June 26, 2013, which date is fixed as the date for receiving bids. Said bids are to be filed prior to 11:00 a.m. on said date.

In accordance with Section 384.100 of the Code of Iowa, bids shall be received and opened as provided in the public notice and the results of said bids shall be considered at the meeting of this City Council on July 1, 2013 at 6:30 p.m.

BE IT FURTHER RESOLVED, that, in accordance with Section 384.102 of the Code of Iowa, the Clerk is hereby empowered and directed to publish notice of hearing once in said newspaper, said publication to be not less than four (4) nor more than twenty (20) clear days prior to the date hereinafter fixed as the date for the public hearing on the plans, specifications, form of contract and estimate of costs for said project, said hearing to be held at 6:30 p.m. on July 1, 2013.

PASSED AND APPROVED this 20<sup>th</sup> day of May, 2013.

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

ATTEST:

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











# VEENSTRA & KIMM, INC.

2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596  
 641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

## PAY ESTIMATE NO. 1

Date: May 14, 2013

Project Title	Highway 18 Watermain Improvement Project Clear Lake, Iowa		Contractor	North Iowa Septic Solutions 2609 South Federal Avenue Mason City, IA 50401
Original Contract Amount & Date	\$278,410.71	February 18, 2013	Pay Period	April 1 - April 30, 2013

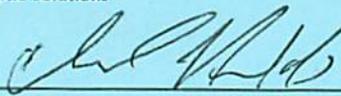
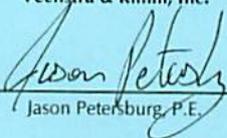
BID ITEMS							
Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1	Mobilization	LS	1	XXXX	\$13,000.00	25.0%	\$3,250.00
2	Traffic Control	LS	1	XXXX	\$6,000.00	35.0%	\$2,100.00
3	Silt Fence	LF	40	\$10.00	\$400.00	33	\$330.00
4	Intake Filer	EA	12	\$200.00	\$2,400.00	2	\$400.00
5	Perimeter Sediment Control Device	LF	1,066	\$3.00	\$3,198.00	339	\$1,017.00
6	Pavement Removal	SY	809	\$10.00	\$8,090.00	0	\$0.00
7	Fire Hydrant Removal	EA	3	\$500.00	\$1,500.00	0	\$0.00
8	Valve Manhole Removal	EA	2	\$500.00	\$1,000.00	0	\$0.00
9	Water Main Pipe						
	9.1 12" PVC	LF	2,391	\$32.75	\$78,305.25	0	\$0.00
	9.2 12" DI with Nitrile Gaskets	LF	175	\$33.00	\$5,775.00	0	\$0.00
	9.3 8" PVC	LF	30	\$30.00	\$900.00	0	\$0.00
	9.4 6" PVC	LF	60	\$28.50	\$1,710.00	0	\$0.00
	9.5 4" PVC (assumed quantity)	LF	20	\$28.50	\$570.00	0	\$0.00
10	Gate Valve & Valve Box						
	10.1 12"	EA	5	\$1,600.00	\$8,000.00	0	\$0.00
	10.2 8"	EA	1	\$1,100.00	\$1,100.00	0	\$0.00
	10.3 6"	EA	5	\$1,100.00	\$5,500.00	0	\$0.00
11	Gate Valve Box	EA	2	\$110.00	\$220.00	0	\$0.00
12	Fire Hydrant Assemblies	EA	5	\$2,400.00	\$12,000.00	0	\$0.00
13	Water Main Fittings	LB	2,150	\$3.39	\$7,288.50	0	\$0.00
14	Corporation Stop						
	14.1 3/4"	EA	11	\$500.00	\$5,500.00	0	\$0.00
	14.2 1"	EA	1	\$500.00	\$500.00	0	\$0.00
	14.3 1-1/2"	EA	1	\$500.00	\$500.00	0	\$0.00
	14.4 2" (assumed quantity)	EA	1	\$500.00	\$500.00	0	\$0.00
15	Copper Water Service						
	15.1 3/4"	LF	145	\$25.00	\$3,625.00	0	\$0.00
	15.2 1"	LF	10	\$30.00	\$300.00	0	\$0.00
	15.3 1-1/2"	LF	10	\$35.00	\$350.00	0	\$0.00
	15.4 2" (assumed quantity)	LF	10	\$40.00	\$400.00	0	\$0.00
16	Curb Stop & Box						
	16.1 3/4"	EA	11	\$400.00	\$4,400.00	0	\$0.00
	16.2 1"	EA	1	\$500.00	\$500.00	0	\$0.00
	16.3 1-1/2"	EA	1	\$500.00	\$500.00	0	\$0.00
	16.4 2" (assumed quantity)	EA	1	\$400.00	\$400.00	0	\$0.00
17	Water Main Insulation	LF	35	\$20.00	\$700.00	0	\$0.00
18	Stabilizing Material (assumed quantity)	TON	50	\$10.00	\$500.00	0	\$0.00
19	Granular Backfill Material (assumed quantity)	TON	200	\$10.00	\$2,000.00	0	\$0.00
20	Water System Compaction Testing	LS	1	XXXX	\$5,000.00	0.0%	\$0.00

BID ITEMS							
Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
21	Drain Tile Repair						
	21.1 4" to 10" (assumed quantity)	EA	3	\$150.00	\$450.00	0	\$0.00
	21.2 11" to 15" (assumed quantity)	EA	1	\$150.00	\$150.00	0	\$0.00
22	Adjust Sanitary Sewer Casting to Grade	EA	1	\$350.00	\$350.00	0	\$0.00
23	Storm Sewer Pipe, RCP						
	23.1 15"	LF	138	\$50.00	\$6,900.00	0	\$0.00
	23.2 18"	LF	155	\$60.00	\$9,300.00	0	\$0.00
	23.3 21"	LF	54	\$72.00	\$3,888.00	0	\$0.00
	23.4 24" (assumed quantity)	LF	10	\$84.00	\$840.00	0	\$0.00
24	C-Type Connection	EA	2	\$500.00	\$1,000.00	0	\$0.00
25	Connectin to Existing Storm Sewer Intake	EA	2	\$750.00	\$1,500.00	0	\$0.00
26	Flared End Section, RCP						
	26.1 15"	EA	1	\$500.00	\$500.00	0	\$0.00
	26.2 18"	EA	1	\$550.00	\$550.00	0	\$0.00
	26.3 21"	EA	1	\$600.00	\$600.00	0	\$0.00
27	Circular Area Intake, 30" Diameter	EA	2	\$1,855.00	\$3,710.00	0	\$0.00
28	Grading	LS	1	XXXX	\$2,103.46	0.0%	\$0.00
29	Aggregate Base Course	TON	350	\$10.00	\$3,500.00	0	\$0.00
30	PCC Pavement Patch						
	30.1 6"	SY	178	\$40.00	\$7,120.00	0	\$0.00
	30.2 8"	SY	364	\$40.00	\$14,560.00	0	\$0.00
31	HMA Pavement Patch						
	31.1 4"	SY	80	\$50.00	\$4,000.00	0	\$0.00
	31.2 7"	SY	180	\$70.00	\$12,600.00	0	\$0.00
32	Aggregate Surface Course	TON	250	\$10.00	\$2,500.00	0	\$0.00
33	Seeding & Fertilizing	AC	1.65	\$850.00	\$1,402.50	0	\$0.00
34	Mulching, Bonded Fiber Matrix	AC	1.65	\$3,300.00	\$5,445.00	0	\$0.00
35	Rolled Erosion Control Mat	SY	2,450	\$1.30	\$3,185.00	0	\$0.00
36	Topsoil	TON	750	\$10.00	\$7,500.00	0	\$0.00
37	Sanitary Sewer Main, 8" DI	LF	25	\$45.00	\$1,125.00	0	\$0.00
38	Sanitary Sewer Service Pipe (Assumed Quantity)	LF	100	\$10.00	\$1,000.00	0	\$0.00
	TOTAL CONTRACT				\$278,410.71		\$7,097.00



SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$278,410.71	\$7,097.00
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$0.00	\$0.00
Revised Contract Price		\$278,410.71	\$7,097.00
Materials Stored			\$60,633.00
Value of Completed Work and Materials Stored			\$67,730.00
Less Liquidated Damages			\$0.00
Final Contract Amount (Revised Contract Price Less Damages & Assessments)			\$67,730.00
Less Retained Percentage (5%)			\$3,386.50
Net Amount Due This Estimate			\$64,343.50
Less Estimate(s) Previously Approved	No.1	\$0.00	
	No.2	\$0.00	
	No.3	\$0.00	
	No.4	\$0.00	
	No.5	\$0.00	
	No.6	\$0.00	
Less Total Pay Estimates Previously Approved			\$0.00
Percent Complete	24.3%	Amount Due This Estimate	\$64,343.50

The amount \$64,343.50 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: North Iowa Septic Solutions	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Clear Lake
Signature 	Signature 	Signature
Chad Nichols	Jason Petersburg, P.E.	Nelson Crabb / Scott Flory
Title Project Manager	Title Project Engineer	Mayor / City Administrator
Date 5/14/13	Date 5/14/13	Date

**MIDWEST**



**PIPE  
SUPPLY,  
INC.**

*Your Complete Underground Pipe Supplier.*

11196 265<sup>th</sup> Street  
Clear Lake IA 50428-8538  
641-423-3801 Office 641-423-3805 Fax

Invoice

NORTH IOWA SEPTIC SOLUTIONS  
P O BOX 1272  
MASON CITY IA 50402-1272

Invoice # 39831

Date 4/29/2013

P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via
	NET 30	5/29/2013	MP	4/29/2013	M W PIPE
Quantity	Item Code	Description		Price Each	Amount
2,400	C-900 DR18-12 ...	12" C-900 DR 18 GASKETED WATER MAIN PIPE		14.75	35,400.00
180	CL 52 PIPE-12-2...	12" CL 52 DI TYTON WATERMAIN PIPE X 20 FT		31.50	5,670.00
108	12 PJ NITRILE ...	12" PUSH JOINT NITRILE GASKET		24.00	2,592.00
40	C-900 DR18-08 ...	8" C-900 DR 18 GASKETED WATERMAIN PIPE		6.75	270.00
60	C-900 DR18-06 ...	6" C-900 DR 18 GASKETED WATERMAIN PIPE		4.25	255.00
20	C-900 DR18-04 ...	4" C-900 DR 18 GASKETED WATERMAIN PIPE		2.50	50.00
2,500	TRACER WIRE ...	10 GAUGE BLUE TRACER WIRE - 500 FT ROLL		0.22	550.00
5	12 DI-MJ GATE ...	12" DI-MJ GATE VALVE - OPEN LEFT		1,250.00	6,250.00
1	8 DI-MJ GATE V...	8" DI MJ GATE VALVE		765.00	765.00
5	6 DI-MJ GATE V...	6" DI MJ GATE VALVE		460.00	2,300.00
13	WVB-6 FT (VB2...	TYLER # 666S 2 PIECE SCREW VALVE BOX: 26" TOP, 48" BOTTOM		96.00	1,248.00
5	HYD 6-6 EJIW (...)	EJIW RED 6 FT 6" HYDRANT (5CD250) W/2-2-1/2" SERVICE NOZZLES NPT, OL, 1-4" PUMPER NOZZLE NPT, 5-1/4" BARREL, 6" MJ SHOE		1,800.00	9,000.00
5	VALVCO ACCE...	VALVCO TRACER WIRE TERMINAL BOX W/WATER ON TOP		24.00	120.00

THANK YOU FOR YOUR BUSINESS! WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

Subtotal

Sales Tax (7.0%)

Total

T14  
DI (C)  
North Iowa Septic Solutions  
P.O. Box 1272  
Mason City, IA 50402

*"Where Our Best is the Least We Can Do."*

## CHANGE ORDER

No. 1

Project: 12<sup>th</sup> Avenue South Recreation Area  
Trail Improvement Project  
Clear Lake, Iowa

Date of Issuance: May 17, 2013

Owner: City of Clear Lake  
15 North 6<sup>th</sup> Street  
Clear Lake, Iowa 50428

Engineer's Project No. 11905-12

Contractor: Heartland Asphalt  
2601 South Federal Avenue  
Mason City, Iowa 50401

Engineer: Yaggy Colby Associates  
215 North Adams  
Mason City, Iowa 50401

You are directed to make the following changes in the Contract Documents.

**Description:** See attached Exhibit A

**Purpose of Change Order:** See attached Exhibit A

**Attachments:** Exhibit A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price	Original Contract Time
\$105,525.25	Final Completion by June 7, 2013 Days or date
Previous Change Order No. ---	Net Change from Previous Change Orders
\$0.00	N/A Days
Contract Price Prior to this Change Order	Contract Time Prior to this Change Order
\$105,525.25	Final Completion by June 7, 2013 Days or date
Net Increase of this Change Order	Net Increase of this Change Order
\$7,416.10	N/A days
Contract Price with all Approved Change Orders	Contract Time with all Approved Change Orders
\$112,941.35	Final Completion by June 7, 2013 days or date

Recommended:  
By: Michael Duberg  
Date: 5/17/13

Approved:  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted:  
By: [Signature]  
Date: 5/17/13

**Change Order No. 1**  
**Exhibit A**

**Description:**

1.	3" Ballast	224 TON @ \$17.40 =	\$3,897.60
2.	Geo-grid Fabric	291 SY @ \$3.50 =	\$1,018.50
3.	Seeding	1 ACRE @ \$2,500.00 =	<u>\$2,500.00</u>
TOTAL AMOUNT – CHANGE ORDER NO. 1			\$7,416.10

**Purpose of Change Order:**

1. To pay for furnishing and installing 3" ballast for areas of unsuitable subgrade encountered on the project. Includes excavation and disposal of the unsuitable materials.
2. To pay for furnishing and installing geogrid fabric to stabilize the unsuitable area of subgrade prior to placement of the 3" ballast.
3. To pay for seeding of additional areas graded to alleviate drainage and turf issues south of the existing dry pond.



**VEENSTRA & KIMM, INC.**

2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596  
641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

May 16, 2013

Mr. Scott Flory  
City Administrator  
City of Clear Lake  
15 North Sixth Street  
P.O. Box 185  
Clear Lake, IA 50428

CHANGE ORDER NO. 1  
MAIN WATER TOWER DEMOLITION PROJECT  
CLEAR LAKE, IA  
#383128

Dear Scott:

Enclosed for your review and consideration by the City Council are three (3) original copies of Change Order No. 1 for the above subject project. As you are aware, upon excavating for the foundation removal additional foundations have been encountered and removed by Iseler Demolition, Inc's subcontractor, McKiness Excavating, Inc. Furthermore, three (3) of the eight (8) foundations removed to date have been larger than anticipated. Three of the bases under the pyramid shaped footing have been up 5' thick rather than 1.5' as noted in the plans.

The change order has been prepared by Veenstra & Kimm, Inc. and the changes to the construction contract as noted in the change order are recommended as shown. The contractor, Iseler Demolition, Inc. has reviewed the change order and verbally indicated their concurrence.

Providing the City Council approves the change order at their May 20, 2013 council meeting, please have all three original copies of the change order signed where noted on page 2 and return all three (3) signed copies to this office. An original will be provided to you after executed by the contractor.

Please call the undersigned at 641-421-8008 if you have any questions regarding this change order.

Sincerely,

**VEENSTRA & KIMM, INC.**

A handwritten signature in black ink, appearing to read 'Jason Petersburg', is written over the printed name.

Jason Petersburg, P.E.  
Project Engineer

Enclosures:

cc: Joe Weigel, Public Works Director, w/encl.



**VEENSTRA & KIMM, INC.**

2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596  
641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

**CHANGE ORDER**

Change Order No: 1

This change order amends the existing contract dated January 21, 2013 between the City of Clear Lake (OWNER) and Iseler Demolition, Inc. (CONTRACTOR) to add, revise, or delete work to the project identified below as described herein.

Project Name: Main Water Tower Demolition Project

Project Location: Clear Lake, Iowa

Owner Project No.: N/A

Engineer Project No.: 383122

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

**Additional Foundations encountered during foundation removal process**

A. Change in Contract Price

Veenstra & Kimm, Inc. and City Staff have negotiated the following Unit Prices with the Contractor and his Subcontractor:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Quantity</u>	<u>Extended Price</u>
1	Additional Foundation Removal	CY	\$125.00	80.2	\$10,025.00
2	Additional Select Backfill Material	CY	\$20.00	80.2	\$1,604.00
3	Pavement Removal for Electrical Work	SY	\$6.00	78	\$468.00
			Subtotal		\$12,097.00
4	Prime Contractor Insurance and Administrative Expense (1.5%)				\$181.46
			<b>TOTAL</b>		<b>\$12,278.46</b>

Work under this change order will be paid for based on unit prices provided and actual quantities removed. Quantities based on actual quantity removed as of May 15, 2013.

B. Change in Contract Time

The completion date adjustment for this extra work allows 1 additional working day for each additional 20 CY of additional foundation removal.

<b>Change in Contract Price:</b> Contract amount prior to this Change Order: <u>\$35,928.90</u> (Based on Estimated Quantities and Contract Unit Prices)	<b>Change in Contract Time:</b> Contract completion date prior to this Change Order: <u>May 17, 2013</u> (Completion Date)
<b>Change in Contract Amount Due to this Change Order:</b> (Increase) <u>\$12,278.46</u>	<b>Changes in Contract Completion Date due to this Change Order:</b> <u>4 Working Days</u> (Working Days)
<b>Contract Amount including this Change Order:</b> <u>\$48,207.36</u> (Based on Estimated Quantities and Contract Unit Prices)	<b>Contract Completion Date including this Change Order:</b> <u>May 23, 2013</u> (Actual Completion date to be determined based on changed working days and amount of extra foundation removal required)

Except as specifically amended by this Change Order, all the terms and conditions of the original contract dated January 21, 2013 shall remain in full force and effect.

Recommended by: <u><i>Jan Peth</i></u> Date: <u>5/15/13</u> Consultant: <u>Veenstra &amp; Kimm, Inc.</u>	Approved By: _____ Date: _____ Owner: <u>City of Clear Lake</u>	Approved By: _____ Date: _____ Contractor: <u>Iseler Demolition, Inc.</u>
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RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEAR LAKE,  
IOWA, WITHDRAWING FROM PARTICIPATION IN AN AGREEMENT  
UNDER IOWA CODE CHAPTER 28E KNOWN AS THE IOWA CITIES E-  
PAYMENT AGGREGATION SYSTEM (“iCash”)**

**WHEREAS**, the City of Clear Lake, Iowa, is a participating Member in iCash; and

**WHEREAS**, pursuant to the 28E agreement governing iCash, a Member may withdraw from membership in the Agency when its governing body requests such withdrawal by resolution which shall be forwarded in writing to the Agency; in the event of withdrawal, such Member shall not be relieved of its obligation to pay any portion or all of its share of expenses then due, if not otherwise paid for the year in which such withdrawal occurs; if such withdrawal occurs prior to the adoption of the annual budget for the following year, the withdrawing Member shall not be subject to any assessment arising therefrom; conversely, in the event of withdrawal after the adoption of the budget for the following year, such Member shall pay any expenses for the following year; if the Agency, prior to receiving such request to withdraw, has incurred other indebtedness which matures after the effective date of such request, the withdrawal shall not be effective until such indebtedness shall have been paid by the Agency, or in the alternative, until the withdrawing Member shall have collected and paid to the Agency the amount of its expenses; in no event shall a Member be liable to the Agency for an amount greater than its share of funds held in the Account; and

**WHEREAS**, the City Council of the City of Clear Lake, Iowa, believes it to be in the best interests of the City to withdraw from membership in the Agency due to various deficiencies related to usage, fees, and inability to accommodate internet-based billing of Agency's services;

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

**Section One:** The best interests of the City will be achieved by withdrawing from membership in the Agency.

**Section Two:** This Resolution shall be immediately sent to the Agency.

PASSED AND APPROVED this 20<sup>th</sup> day of May, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

*Please mail one original copy to: Iowa League of Cities, Attention: Heather Roberts, 317 Sixth Avenue, Suite 1400, Des Moines, IA 50309*

RESOLUTION NO. \_\_\_\_

**A RESOLUTION AUTHORIZING THE APPROVAL OF AND PARTICIPATION IN AN AGREEMENT UNDER IOWA CODE CHAPTER 28E TO ESTABLISH AN AGENCY TO BE KNOWN AS THE IOWA CITIES E-PAYMENT AGGREGATION SYSTEM (“iCash”)**

**WHEREAS** Iowa Code section 28E.1 permits political subdivisions to make efficient use of their powers by enabling them to provide joint services with other Public Agencies and to cooperate in other ways of mutual advantage, and to exercise and enjoy jointly any powers, privileges or authority exercised or capable of being exercised by one Public Agency of this state or private agencies for the joint or cooperative action; and

**WHEREAS** this Governing Body was established as of January 16, 2008; and

**WHEREAS** this Governing Body has concluded after consideration and investigation by staff that it is in the best interest of this Governing Body to enter into an Agreement under Iowa Code Chapter 28E to promote efficient public service to the citizens and businesses of Iowa by providing them with the option of paying fees, charges and taxes via electronic transactions.

**NOW THEREFORE BE IT RESOLVED**

**Section One:** The Intergovernmental Agreement is approved and adopted. This Governing Body joins with the other public agencies in accordance with the Intergovernmental Agreement, as may be amended, which is incorporated herein by reference with the same effect as if it had been set out in this resolution by becoming a Participant of iCash. The Intergovernmental Agreement is filed in the minutes of the meeting at which this Resolution is adopted. The authorized officials of this Public Agency and to carry out the intent and purpose of this Resolution.

**Section Two:** This Public Agency is authorized to receive fees, charges and taxes via electronic transactions in accordance with the provisions of the Intergovernmental Agreement. The Custodian will hold funds received via electronic transactions in the name of iCash for the account of the Public Agency.

The following officers and officials of this Public Agency and their respective successors in office each are designated as “Authorized Officials” with full power and authority to effectuate the terms of the Intergovernmental Agreement for this Public Agency, from time to time.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

INTERGOVERNMENTAL AGREEMENT ESTABLISHING  
THE IOWA CITIES E-PAYMENT AGGREGATION SYSTEM  
PURSUANT TO IOWA CODE CHAPTER 28E

BE IT REMEMBERED that for the mutual promises, covenants, and considerations herein contained the cities of Clive, Hawarden, Hiawatha, Humboldt, and West Liberty in the state of Iowa (all parties being hereinafter collectively referred to as "Members") have entered into the following Agreement under Iowa Code Chapter 28E, and amendments thereto, to wit:

ARTICLE I - NAME AND OFFICE

Pursuant to the provisions of Iowa Code Chapter 28E, and amendments thereto, the Members hereby form and create, as public body corporate and a separate legal entity, the Iowa Cities E-Payment Aggregation System (hereinafter called "iCash" or the "Agency"). The principal office shall be located at 317 Sixth Avenue, Suite 800, Des Moines, Iowa.

ARTICLE II - PURPOSES

The purpose of this agreement is to promote efficient public service to the citizens and businesses of Iowa by providing them with the option of paying City fees, charges and taxes via electronic transactions. In order to maximize the efficiency of this system and minimize the cost, it is preferable for the Members to jointly contract with a single web-based portal developer and manager that will process electronic transactions and facilitate transfer of funds into a single bank account.

The primary purpose of the Agency is to provide a framework within which the Members can jointly and cooperatively own and manage a bank account (the "Account") that will serve as the repository of payments made, for the purpose of collecting statutory fees and to distribute to each participating city on a regular basis its statutory fees and taxes held in the Account according to the terms of the contract for portal development and management services in effect at the time. In order to facilitate this transfer, the Agency may establish one account per participating city and such other accounts as may be necessary for administration of the program. Other purposes will be served as well, including the following:

- (A) To investigate and pursue all opportunities for enhancing services to the citizens and businesses of Iowa in their regular dealings with city treasurers.
- (B) To investigate and pursue all opportunities for the reduction of costs of services provided to the citizens and businesses of Iowa in their regular dealings with city treasurers.
- (C) To cooperate with and pursue the support of any interested and/or affected public agencies that would benefit from taking part in the Agency's program.
- (D) To share all expenses incurred as a result of decisions made and action taken by the Agency in the pursuance of the purposes set forth above.

### ARTICLE III - ORGANIZATION

The affairs of the Agency shall be under the direction and control of a Board of Directors in accordance with this Agreement and the by-laws adopted pursuant to this Agreement and as further set forth below:

- (A) The Board of Directors of the Agency initially shall consist of five members who shall be elected as provided in the by-laws. Pending adoption of the initial by-laws, the initial Board of Directors shall consist of one appointed official or employee of each of the Members'. Thereafter, upon a finding by the Board of Directors of the Agency that it is in the best interests of the Members, the Board of Directors of the Agency may be increased upon motion of the Board of Directors to consist of seven or nine members, who shall be elected as provided in the by-laws.
- (B) The Board of Directors shall adopt by-laws consistent with this Agreement. The by-laws shall provide for officers of the Agency. The by-laws shall provide for periodic meeting of the Board of Directors and may provide for an executive committee which may act on behalf of the Agency between meetings of the Board of Directors with such qualifications and such powers as may be established in the by-laws. The Agency's fiscal year shall be set in its by-laws.
- (C) A majority of the entire membership of the Board of Directors is required to take any action. All powers of the Agency are vested in the Board of Directors.
- (D) The Agency shall hold at least one meeting each year on dates and at places which shall be determined by its Board of Directors. Special meetings may be held at the call of the Board of Directors or a majority of the membership of the Agency.
- (E) The Board of Directors may employ an Executive Director for the Agency and provide for the direct employment of such other persons as are deemed necessary or prudent to manage the daily operations of the Agency.

### ARTICLE IV - MEMBERSHIP

- (A) The Members listed in Article I of this agreement shall be the initial members of the Agency, subject to adoption of this Agreement. Any city in Iowa which is a member of the Iowa League of Cities may become a Member of the Agency by adopting this agreement, and subsequent amendments. In addition, the Agency may, upon an affirmative vote of the Board of Directors, permit any other "Public Agency" as that term is defined in Iowa Code Chapter 28E to join and participate in this agreement consistent with the provisions of Chapter 28E, this Agreement and by-laws adopted by the Board of Directors.

(B) Directors. All directors must be a current employee of a Member.

(C) Withdrawal. A Member may withdraw from membership in the Agency when its governing body requests such withdrawal by resolution which shall be forwarded in writing to the Agency. In the event of withdrawal, such Member shall not be relieved of its obligation to pay any portion or all of its share of expenses then due, if not otherwise paid for the year in which such withdrawal occurs. If such withdrawal occurs prior to the adoption of the annual budget for the following year, the withdrawing Member shall not be subject to any assessment arising therefrom; conversely, in the event of withdrawal after the adoption of the budget for the following year, such Member shall pay any expenses for the following year. If the Agency, prior to receiving such request to withdraw, has incurred other indebtedness which matures after the effective date of such request, the withdrawal shall not be effective until such indebtedness shall have been paid by the Agency, or in the alternative, until the withdrawing Member shall have collected and paid to the Agency the amount of its expenses. In no event shall a Member be liable to the Agency for an amount greater than its share of funds held in the Account.

#### ARTICLE V - POWERS

The Agency shall be a public body corporate and a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have all of the powers granted by Chapter 28E of the Code of Iowa (2007) and all amendments adopted subsequent thereto, and shall exercise any necessary or implied powers to carry out express.

The Board shall not have the power to borrow money or incur indebtedness on behalf of the Agency, or authorize the Agency to borrow money or incur indebtedness.

Without limitation, but by way of illustration, the Agency shall have the following enumerated powers which shall be exercisable upon the concurrence of the Board of Directors:

- (1) To sue and be sued;
- (2) To provide for a depository and to establish the Account;
- (3) To acquire, hold, and distribute the funds derived from the payment of City fees, charges and taxes via credit card, E-check fund or any other electronic financial transaction;
- (4) To oversee and administer the funds held in the Account consistent with this Agreement;
- (5) To serve as the signatory on the Account and to authorize and facilitate transfers of funds into and out of the Account;

- (6) To establish and administer a system of budgeting, accounting, auditing, reporting and distribution of all funds in the Account consistent with this Agreement;
- (7) To cooperate with any portal manager contracted by the Agency consistent with the terms of any contract entered into between the Agency and a portal manager for the purpose of facilitating the objectives of this Agreement;
- (8) To make and enforce by-laws or rules and regulation for the management and operation of its business and affairs;
- (9) To do and perform any acts and things authorized by Chapter 28E, Code of Iowa, and by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person;
- (10) To enter into any and all contracts, execute any and all instruments, and do and perform any and, all acts or things necessary, convenient or desirable for the purposes of the Agency or to carry out any powers expressly given by this Agreement;
- (11) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
- (12) To receive funds from each Member in the pursuance of the purposes of the Agency and in accordance with the powers set forth herein;
- (13) To accept grants, contributions of loans from, and to enter into contracts, leases, or other transactions with Municipal, City, State or Federal Government;
- (14) To enter into contracts on its behalf to hire employees, consultants, advisers and obtain such professional services as are deemed necessary;
- (15) To hire legal counsel or contract with any public or private entity to provide necessary services.
- (16) To hire an Executive Director / Administrator to manage the daily operations of the Agency.
- (17) To rent, lease, purchase or lease-purchase real property and/or facilities to carry out the daily operations of the Agency
- (18) To sell, exchange or otherwise dispose of any and all Agency property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations,

## **RESOLUTION**

**WHEREAS**, the North Iowa Touring Club (dba North Iowa Spin), in conjunction with the Clear Lake Parks and Recreation Department, is sponsoring a Bicycle, Blues and Barbeque weekend to be held the weekend of July 13 and 14, 2013; and

**WHEREAS**, as a part of said weekend there is a scheduled bicycle road race to be held Sunday, July 14, 2013; and

**WHEREAS**, a permit for such event is being sought from the United States Cycling Federation; and

**WHEREAS**, the United States Cycling Federation requires written permission from the municipalities having jurisdiction of the course.

**NOW, THEREFORE**, permission is hereby granted by the City of Clear Lake, Iowa, to the North Iowa Touring Club and the Clear Lake Parks and Recreation Department to use South 8<sup>th</sup> Street/Grouse Avenue/Hwy 107 south of 17<sup>th</sup> Avenue, from 8:00 a.m. to 1:00 p.m. Sunday, July 14, 2013, for the purpose of a competitive cycling road race.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

## RESOLUTION

**WHEREAS**, the North Iowa Touring Club (dba North Iowa Spin), in conjunction with the Clear Lake Parks and Recreation Department, is sponsoring a Bicycle, Blues and Barbeque weekend to be held the weekend of July 13 and 14, 2013; and

**WHEREAS**, as a part of said weekend there is a scheduled a bicycle time trial and a scheduled criterium to be held Saturday, July 13, 2013; and

**WHEREAS**, a permits for such events are being sought from the United States Cycling Federation; and

**WHEREAS**, the United States Cycling Federation requires written permission from the municipalities having jurisdiction of the course.

**NOW, THEREFORE**, permission is hereby granted by the City of Clear Lake, Iowa, to the North Iowa Touring Club and the Clear Lake Parks and Recreation Department to use North 8<sup>th</sup> Street (a/k/a Grouse Avenue) from US Highway 18 north to the City Limits from 6:30 a.m. to 9:00 a.m.; and 1<sup>st</sup> Ave. North between North Shore Drive and North 4<sup>th</sup> Street; North Shore Drive between 1<sup>st</sup> Ave. North and 2<sup>nd</sup> Ave. North; 2<sup>nd</sup> Ave. North between North Shore Drive and North Lake View Drive; North Lake View Drive between 2<sup>nd</sup> Ave. North and 4<sup>th</sup> Ave. North; 4<sup>th</sup> Ave. North between North Lake View Drive and North Shore Drive; North Shore Drive between 4<sup>th</sup> Ave. North and 3<sup>rd</sup> Ave. North; 3<sup>rd</sup> Ave. North between North Shore Drive and North 3<sup>rd</sup> Street; North 3<sup>rd</sup> Street between 3<sup>rd</sup> Ave. North and 2<sup>nd</sup> Ave. North; 2<sup>nd</sup> Ave. North between North 3<sup>rd</sup> Street and North 4<sup>th</sup> Street; and North 4<sup>th</sup> Street between 2<sup>nd</sup> Ave. North and 1<sup>st</sup> Ave. North from 10:00 a.m. to 7:00 p.m. Saturday, July 13, 2013, for the purpose of competitive cycling.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

TO FIX A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT WITH LAKE THEATRE, INCLUDING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS IN AN AMOUNT NOT TO EXCEED \$16,000

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

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the "Development Agreement") with Lake Theatre in connection with the development of a project in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide property tax incentives in the form of annual property tax payments in a cumulative amount not to exceed \$16,000 under the authority of Section 403.91(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Clear lake, Iowa, as follows:

Section 1. This Council shall meet on the 17<sup>th</sup> day of June, 2013 at 6:30 o'clock p.m., at City Hall, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before said meeting in a legal newspaper of general circulation in the City.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 20<sup>th</sup> day of May, 2013

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

ATTEST:

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT  
AND AUTHORIZATION OF INCENTIVE PAYMENTS BY THE CITY OF  
CLEAR LAKE TO THE LAKE THEATER

The City Council of the City of Clear Lake, Iowa, will meet at City Hall, on Monday, June 17, 2013, at 6:30 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Lake Theater, with respect to commercial property in downtown Clear Lake and providing certain incentive payments in a total cumulative amount of \$16,000, as authorized by Section 403.9 of the Code of Iowa.

The agreement to make incentive payments will be made from incremental property taxes available within the City's various tax-increment financing districts, known as the Consolidated Urban Renewal Areas.

At the meeting, the Council will receive oral and written comments from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of the City of Clear Lake, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Jennifer Larsen  
City Clerk

## ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between Lake Theater, 4 N. 4<sup>th</sup> Street, (the "Business") and the City of Clear Lake, Iowa (the "City"), a municipal corporation duly organized and validly existing under the Constitution of the State of Iowa;

WHEREAS, the Business is the owner of property located in downtown Clear Lake and desires to undertake certain physical improvements in furtherance of a retail economic development project at 4 N. 4<sup>th</sup> Street and;

WHEREAS, the Business has requested financial assistance from the City related to the cost of improving the property located at 4 N. 4<sup>th</sup> Street; and

WHEREAS, the City is willing to provide such assistance provided that certain conditions, as set forth in this Agreement are met; and

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

WHEREAS, consistent with the City's "Retail Incentive Program", adopted by Resolution of the Clear Lake City Council in January of 2008, the City wishes to encourage and support retail economic development within the downtown, in order to support creation and retention of employment opportunities and expand the city's sales and property tax bases, respectively;

NOW THEREFORE, the parties, in exchange for the promises herein contained, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Business agrees to own, in fee simple title, and occupy the property located at 4 N. 4<sup>th</sup> Street and to operate a movie theater at the same location to be known as "Lake Theater".
2. Business agrees to employ a suitable workforce sufficient to operate such a concern in Clear Lake.
3. For purposes of the incentives described in this Agreement, Business agrees to operate at 4 N. 4<sup>th</sup> Street for a period of not less than 5 years, beginning on July 1, 2013.
4. In consideration of the Business's agreement to continue to operate a movie theater at 4, N. 4<sup>th</sup> Street in downtown Clear Lake, the City agrees to provide economic development incentive payments to the business in accordance with this Agreement.

5. The City's Economic Development Incentive payments to the Business shall be used solely for the purposes of making physical repairs and rehabilitation improvements to the building located at 4 N. 4<sup>th</sup> Street. Such repairs and improvements shall include, but not be limited exclusively to exterior masonry, roofing, electrical, plumbing, painting, and awning rehabilitation. The Business shall provide the City with documentation of actual payment by the Business to contractors and vendors for such repairs and improvement work done to the property.
6. The City's Economic Development Incentive payment shall be in the form of property tax rebate payments by the City for five (5) fiscal years of the City, beginning with the fiscal year that starts on July 1, 2013. The rebate payments will consist of 90% of the property taxes paid by the Business and will be made in equal amounts on June 1<sup>st</sup> and December 1<sup>st</sup> of each fiscal year over the 5-year period, with the initial rebate payment on December 1<sup>st</sup> of 2013. For purposes of this Agreement, the rebate payments shall not exceed \$1,600 per each of the ten (10) semi-annual payments.
7. The Business agrees and acknowledges that the Economic Development Incentive payments identified herein are being made by the City to the Business for the Business's agreement to purchase and operate a retail store, employ an associated workforce, and for the making of physical improvements, previously described herein, to the property at 4 N. 4<sup>th</sup> Street. The Business agrees that if it defaults or otherwise fails to satisfy the terms of this Agreement for any given incentive year or years, it may be obligated to reimburse the City. The City may cure a default by the Business by any means available by law.
8. The total cumulative value of rebate payments, by the City to the Business, as contemplated under the terms and conditions of this Agreement shall be a not to exceed amount of \$16,000. The Business shall be required to demonstrate, by means previously described herein, to the City that, over the course of the 5-year period covered by this Agreement, it has invested a sum of not less than \$16,000 in the physical improvement to the property.
9. This Agreement embodies the entire agreement between the parties and supersedes any written or oral agreement and may be amended or supplemented only by an instrument in writing executed by the parties hereto.

10. If any term or provision of this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement shall continue to be fully valid and enforceable.
10. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the City or the Business be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort, or any other theory of law.
11. The Business agrees to submit documentation to the satisfaction of the City, by no later than May 1 and November 1 of each year during this Agreement, beginning on November 1, 2013, demonstrating the payment of property taxes the Business has made with respect to the property at 4 N. 4<sup>th</sup> Street.
12. The Agreement may not be amended or assigned by either party without the express permission of the other party.
13. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed and construed in accordance with the laws of the State of Iowa, with venue in Cerro Gordo County, Iowa.

In Witness Whereof, the City and the Business have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**City of Clear Lake, Iowa**

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

**Lake Theater**

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

May 6, 2013

TO: CLEAR LAKE CITY COUNCIL

Please examine the following list of necessary expenditures related to the continued operation of the Lake Theatre.

These areas of concern need to be administered in order to safely and effectively conduct business in a professional manner.

Estimated expenses are as follows:

Rewire marquee	\$ 700
Repaint front of building	750
New awnings for front	650
Additional electrical work in building	800
Add security system	400
Additional insulation and weather stripping	800
Finish new roof	300
Rebuild heat exchanger	1,800
Rebuild boiler	5,000
Energy-efficient front doors	3,000
Basement plumbing work	800
New soft water unit	<u>400</u>
Total	\$15,400

These above items all need to be implemented over the next few years to ensure the Lake Theatre continues to operate as the quality venue our patrons have come to expect. This most generous program the City is offering the Lake Theatre will be very helpful to achieving that goal.

According to our estimates, the approximately \$15,400 in tax rebates over a five-year term will allow for these improvements to be completed.

Should further information be required, do not hesitate to call me at 641-583-1884 or email [bobshermanfilm@yahoo.com](mailto:bobshermanfilm@yahoo.com). Once again, the Lake Theatre warmly thanks the powers to be for this opportunity to remain open in our community.

BOB SHERMAN  
LAKE THEATRE  
4 N 4<sup>TH</sup> ST  
CLEAR LAKE, IA 50428

# Cerro Gordo County online

## Property Information



[Map](#)

Parcel
051328000400
Property Address
4 N 4TH ST CLEAR LAKE 50428

Tax District:	02006	Acres - Gross:	0.0000
Tif District:	02122	Row:	0.0000
Avg Depth:	0	Waste:	0.0000
Actual Front Width:	0	Net:	0.0000

Owner(s):	Book	Page	
Deed	SHERMAN, GENE B & SHERMAN, ELIZABETH ANN	502 27TH AVE S CLEAR LAKE, IA 50428	

Legal Description (used for tax administration purposes only)

L'S 3-4 BLK 2 BOEYES ADD

Assessment Year 2012 (for Taxes Payable 2013-2014)

Class: Commercial						
	100% Assessed Value	Gross Taxable Value			Credits	Y/N
Land	44,000	44,000	Unit	1	Military	N
Improvements	65,040	65,040	Building	1	Homestead	N
Total	109,040	109,040	Dwelling	0	Agland	N
					Family Farm	N

Assessment Year 2011 (for Taxes Payable 2012-2013)

Figures are as certified on the Assessment Year 2011 tax list and do not include subsequent tax list corrections.

	109,040	100% Actual Value	100% Actual Value (or 100% Assessed Value) is determined by the Assessor as of January 1, 2011, except that values for all Utility and Railroad property are determined by the Iowa Department of Revenue.
<b>X</b>	100.0000 %	Rollback Rate by Property Class	Rollback Rates are statewide rates determined annually by Property Class by the Iowa Department of Revenue. For AY 2011, the Rollback Rates for Residential property was 50.7518%, for Commercial and Railroad Property they were 100%. Rollback Rates for Agricultural was 57.5411% and Industrial and/or Utility property were 100%.
=	109,040	Gross Taxable Value	Gross Taxable Value equals the 100% Actual Value multiplied by the Rollback Rate.
-	0.00	Military Exemption	Men and women who served in the military may qualify and sign for a Military Exemption with the Assessor. The tax value of this exemption is the Military Exemption divided by 1,000 multiplied by the Tax Levy Rate.
=	109,040	Net Taxable Value	Net Taxable Value equals Gross Taxable Value minus Military Exemption, if any. It is the value on which real estate taxes are calculated, and on which the budgets for each Levy Authority are based.
<b>X</b>	32.20653	Consolidated Tax Levy Rate	The Consolidated Tax Levy Rate is the total of the Levy Rates for all Levy Authorities within a specific Tax District.
=	3,511.80	Gross Taxes	Gross Taxes equal the Net Taxable Value divided by 1,000 and multiplied by the Consolidated Tax Levy Rate.
-	0.00	Homestead Credit	Homeowners may qualify and sign for a Homestead Exemption with the Assessor. The Homestead Credit in Cerro Gordo County equals 4,850 divided by 1,000 multiplied by the Consolidated Tax Levy Rate multiplied by 78%.
-	0.00	Agland Credit	Parcels with an Agricultural Class of at least 10 acres or greater in size qualify for the Agland Credit. Smaller Agricultural Class parcels may qualify if they are contiguous to a qualifying parcel and under the same ownership.
-	0.00	Family Farm Credit	Parcels which qualify for the Agland Credit may qualify for the Family Farm Credit. Property owners must sign with the Assessor and qualify under standards set by the State of Iowa.
-	0.00	Elderly, Disabled, Low-Income Credit	Property owners may sign for the Elderly, Disabled, Low-Income Credit with the County Treasurer, and must qualify under standards set by the State of Iowa.
=	3,512	Net Taxes	Net Taxes equal Gross Taxes minus Homestead, Agland, Family Farm, and Elderly/Disabled/Low Income Credits. By law, this value is rounded to the nearest even whole dollar.

Parcel	Property Address	
051328000400	4 N 4TH ST CLEAR LAKE 50428	
Owner(s):		
Deed	SHERMAN, GENE B & SHERMAN, ELIZABETH ANN	502 27TH AVE S CLEAR LAKE, IA 50428
Legal Description (used for tax administration purposes only) 		
L'S 3-4 BLK 2 BOEYES ADD		
		Current Tax 051328000400
2011		<b>Receipt: 617669.0</b>
Real Estate Tax		Amount
Installment 1 Due 09/30/2012		1,756.00
Installment 2 Due 04/01/2013		1,756.00
Payment Received for Installment 1 Interest on 11/13/2012		- 53.00
Installment 1 Interest		53.00
Payment Received for Installment 1 on 11/13/2012		- 1,756.00
Total Amount Remaining on Installment 1		0.00
Total Amount Remaining on Installment 2		1,756.00
Total Taxes Remaining		1,756.00
Total Outstanding for Parcel		
Real Estate		0.00
Total		0.00

**Online Property Tax Payments**