



"Where People Make the Difference"

# CITY OF CLEAR LAKE

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

Mayor  
NELSON P.  
CRABB

City  
Administrator  
SCOTT  
FLORY

## COUNCIL MEMBERS

DANA  
BRANT  
Ward 1

TONY J.  
NELSON  
Ward 2

JIM  
BOEHNKE  
Ward 3

MIKE  
CALLANAN  
At Large

GARY  
HUGI  
At Large

May 1, 2015

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **May 4, 2015**, at 6:30 p.m., in the Council Chambers, at the Clear Lake City Hall. Please refer to the enclosed agenda for the items discussed below.

ITEM #6A. **2015 Alley Improvement Project**. At its regular meeting on April 20<sup>th</sup>, the Council awarded the construction contract to Larson Contracting (Lake Mills). Larson submitted the lowest responsive responsible bid in the amount of \$34,867.25. The engineer's opinion of the probable cost of construction was \$37,975. The Project is set to be completed by not later than June 19<sup>th</sup>.

The City has now received the partially-executed contract and bonds (performance, payment, & maintenance) and Certificate of Liability Insurance from the contractor. All these documents have been reviewed by City staff and the Project consulting engineer and have been determined to be in compliance with the Project's contract document specifications.

The location of the Project is the public alley between Main Avenue and 1<sup>st</sup> Avenue N. and between N. 4<sup>th</sup> Street and the mid-block intersection (133 LF). The project generally includes the removal of the existing alley pavement and PCC alley approach, including curb and gutter along N. 4<sup>th</sup> Street. Additionally, 36 LF of existing 8" clay sanitary sewer main will be repaired, including replacement of defective pipe and replacement or abandonment of private service connections. Active sewer services will be upgraded with new wyes and PVC service pipe within the limits of the construction project paving. Following completion of the underground work, the alley, as well as drive approach & curb & gutter will be graded and a 6" PCC pavement will be constructed over a 6" modified sub-base.

ITEM #6B. **City Hall Roof Replacement Project**. At its regular meeting on April 6<sup>th</sup>, the Council awarded the construction contract to Midwest Roofing (Mason City). Midwest Roofing submitted the lowest responsive responsible bid in the amount of \$141,500. The architect's opinion of the probable cost of construction was \$159,000. The Project completion date is set for not later than May 22<sup>nd</sup>.



The City has now received the partially-executed contract and bonds (performance, payment, & maintenance) and Certificate of Liability Insurance from the contractor. All these documents have been reviewed by City staff and the Project consultant and have been determined to be in compliance with the Project's contract document specifications.

**ITEM #6D. Kwik Trip/Kwik Star Project**. For approximately one year now, City staff has been working with Company officials and representatives, as well as staff from the Iowa DOT, regarding the construction of a new convenience store and truck center. The location of the proposed commercial development project is at the intersection of HWY 122E & Willow Creek Ct./N. 32<sup>nd</sup> St. Kwik Trip/Kwik Star is based in LaCrosse, WI, and has more than 450 convenience stores and over 12,000 employees in Iowa, Wisconsin, and Minnesota, combined. The proposed project would entail the construction of a new 7,500 sq. ft. convenience store and truck center on an approximately 19 acre parcel, of which only 10 acres is proposed for development at this time. The paving improvements would include parking for 50 semi-truck trailer combination vehicles and 68 passenger vehicles. The proposed site plan was reviewed by the City's Planning & Zoning Commission on April 21, 2015, and was favorably considered by the Commission.

In conjunction with the proposed project, the intersection of HWY 122 E. and Willow Creek Ct/N. 32<sup>nd</sup> St. would be reconstructed, including geometric improvements and installation of a fully-actuated traffic control device. The City has been working with the Company's traffic engineering consultant and its in-house engineers, as well as the Iowa DOT, regarding design and approval of that aspect of the Project.

It is proposed to enter into a Development Agreement with Kwik Trip/Kwik Star to offset a portion of the costs of the intersection improvements, including traffic signal and interconnect. The terms of the Development Agreement limit the City's financial participation in those improvements to a not to exceed amount of \$250,000.

Under the terms of the Development Agreement, the Company agrees to a minimum property tax valuation of \$1.5 million and to hire and maintain a workforce of 30 employees (including full and part-time). The City will utilize the new property taxes generated by the project to pay for its portion of the traffic signal and intersection improvements.

Company officials have indicated that construction bidding will take place in May and that groundbreaking will also occur later that month. The Project is expected to be completed in November. The Council will consider a Resolution to set the date for a public hearing on the proposal to enter into a Development Agreement

with the Company. Notice will be published on May 6<sup>th</sup> and the hearing held on May 18<sup>th</sup>. At the meeting on May 18<sup>th</sup>, the Council will consider approval of the Agreement.

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

Scott Flory  
City Administrator

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

TENTATIVE AGENDA  
CLEAR LAKE CITY COUNCIL  
CITY HALL – 15 N. 6<sup>TH</sup> STREET  
MONDAY, MAY 4, 2015  
**6:30 P.M.**

1. Call to Order and Pledge of Allegiance led by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
  - A. Minutes – April 20, 2015
  - B. Approval of the bills & claims.
  - C. Licenses & Permits:
    - **Liquor License**: Class C Liquor License with Outdoor Service & Sunday Sales, Ge-Jo's By The Lake, (renewal), Class B Native Wine Permits, Special Class C Liquor License with Outdoor Service, The Ladybug, LLC, (new).
    - **Excavator's License**: Eden Plumbing, LLC, New Hartford, (new).
    - **Cigarette Permit**: Kum & Go #301 & Kum & Go #302, (renewal).
    - **Street Closing Request**: Twin city F-100 Club, June 12<sup>th</sup> & 13<sup>th</sup>.
4. Citizens opportunity to address the Council on items not on the agenda:
  - In conformance with the City Council's Rules of Procedure, no action can occur on items presented during the Citizens forum.
  - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
  - Speakers are limited to a maximum of five (5) minutes per person.
5. Unfinished Business:
6. New Business:
  - A. 2015 Alley Improvement Project:
    - Review by Scott Flory, City Administrator.
    - **Motion** to approve **Resolution #15-19**, "Resolution approving Contract & bonds.
    - Discussion and consideration of **Motion** by City Council.

B. City Hall Roof Replacement Project:

- Review by Scott Flory, City Administrator
- **Motion** to approve **Resolution #15-20**, "Resolution approving Contract & bonds.
- Discussion and consideration of **Motion** by City Council.

C. North Iowa Corridor EDC Quarterly Report:

- Review of EDC activities, Chad Schreck, Director.
- Discussion and questions by City Council.

D. Kwik Trip Commercial Development Project:

- Review of request, Scott Flory, City Administrator.
- **Motion** to approve **Resolution #15-21**, "Resolution setting a public hearing on a development agreement between the City of Clear Lake and Kwik Trip, Inc.
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

9. Public Works Director's Report:

- Project updates: N. Shore Drive; City-owned decorative street light retro-fit; N. 6<sup>th</sup> Street; Water Treatment Plant High Service Pump(s) Improvement Project; 2015 Sanitary Sewer Rehabilitation Project, and Northwest Water Tower.

10. City Administrator's Report:

11. City Attorney's Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – MAY 18, 2015

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

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

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND  
BONDS FOR THE 2015 ALLEY IMPROVEMENT PROJECT

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

Contractor: Larson Contracting, Lake Mills, Iowa

Bond surety: Merchant's Bonding Company

Date of Bond: May 4, 2015

Portion of project: All construction work.

PASSED AND APPROVED, this 4<sup>th</sup> day of May, 2015.

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

ATTEST:

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

SECTION 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 4th day of May, 2015, by and between

City of Clear Lake, Iowa

\_\_\_\_\_  
(hereinafter called OWNER) and

Larson Contracting Central, LLC

\_\_\_\_\_  
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the 2015 Public Alley Improvement Project, Clear Lake, Iowa.

**Article 2. ENGINEER.**

The Project has been designed by Short Elliott Hendrickson Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME.**

3.1 Work under the proposed contract shall commence within 10 days after the Notice to Proceed and shall be completed by June 19, 2015.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**Article 4. CONTRACT PRICE.**

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: Unit Price.

4.2 The OWNER agrees to pay and the CONTRACTOR agrees to accept payment in accordance with the prices bid for the unit items as submitted in the CONTRACTOR'S Proposal as shown on attached Exhibit A, the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be Thirty-four Thousand, eight Hundred Sixty-seven Dollars and Twenty-five Cents (\$34,867.25). Quantities shown are approximate only and are solely for the purpose of facilitating the comparison of bids. CONTRACTOR's compensation will be computed upon the basis of the actual quantities in the completed Work, whether they be more or less than those shown. OWNER reserves the right to change quantities to be furnished. Unit prices bid control, regardless of actual quantities required.

**Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in amounts equal to payment to CONTRACTOR of 95% of the Contract Price, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the General Conditions.

5.2 Final Payment. No sooner than 30 days following final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in THE General Conditions.

**Article 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

#### **Article 7. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement (pages 1 to 7, inclusive).
- 7.2 Exhibits to this Agreement (page 1, inclusive).
- 7.3 Performance, Payment, and other Bonds.
- 7.4 Notice of Award.
- 7.5 Standard General Conditions (pages 1 to 62, inclusive).

7.6 Modifications to General Conditions (pages 1 to 10, inclusive).

7.7 Specifications bearing the title "2015 Public Alley Improvement Project, Clear Lake, Iowa" and consisting of divisions as listed in Construction Documents table of contents.

7.8 Drawings, consisting of Drawings as listed in Drawing list.

7.9 Addenda numbers: None.

7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

**Article 8. MISCELLANEOUS.**

8.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

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

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on May 4, 2015.

OWNER City of Clear Lake, Iowa

BY \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Address for giving notices

City Hall, 310 Main Street

Clear Lake, Iowa 50455

(If OWNER is a public body attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Signature entities shall match entities on Bid Form.

If CONTRACTOR is:

An Individual

By \_\_\_\_\_  
(Individual's Name) (SEAL)

doing business as \_\_\_\_\_

\_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_  
(Firm Name) (SEAL)

By \_\_\_\_\_  
(general partner)

Business address: \_\_\_\_\_

\_\_\_\_\_

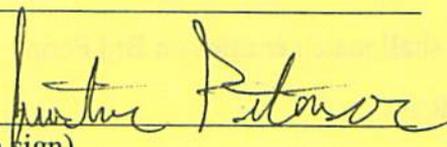
\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By Larson Contracting Central, LLC  
(Corporation Name)

Minnesota  
(state of incorporation)

By Justin Peterson   
(name of person authorized to sign)

Owner, CEO  
(title)

~~(Corporate Seal)~~

Attest Virginia Kesler  
(Secretary)

Business address: 508 West Main Street

Lake Mills, IA 50450

\_\_\_\_\_

Phone No.: 641-592-5800

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. IAC582990

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Larson Contracting Central LLC
PO Box 7
Lake Mills IA 50450

SURETY (Name and Principal Place of Business):
Merchants Bonding Company (Mutual)
2100 Fleur Dr
Des Moines IA 50321

OWNER (Name and Address):
City of Clear Lake IA
15 N 6th St
Clear Lake, IA 50428

CONSTRUCTION CONTRACT
Date: May 4, 2015
Amount: \$34,867.25
Description (Name and Location): 2015 Public Alley Improvement Project, Clear Lake, Iowa

BOND
Date (Not earlier than Construction Contract Date): May 4, 2015
Amount: \$34,867.25
Modifications to this Bond: [X] None [ ] See Page 3

CONTRACTOR AS PRINCIPAL
Company: Larson Contracting Central LLC (Corporate Seal)
Signature: [Signature]
Name and Title: Justin Peterson - CEO
Owner

SURETY
Company: Merchants Bonding Company (Mutual) (Corporate Seal)
Signature: [Signature]
Name and Title: Ryan Cafourek
Attorney-In-Fact

(FOR INFORMATION ONLY — Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. IAC582990

AIA Document A312

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Larson Contracting Central LLC  
PO Box 77  
Lake Mills, IA 50450

**OWNER (Name and Address):**

City of Clear Lake IA  
15 N 6th St  
Clear Lake, IA 50428

**SURETY (Name and Principal Place of Business):**

Merchants Bonding Company (Mutual)  
2100 Fleur Dr  
Des Moines, IA 50321

**CONSTRUCTION CONTRACT**

Date: May 4, 2015

Amount: \$34,867.25

Description (Name and Location): 2015 Public Alley Improvement Project, Clear Lake, Iowa

**BOND**

Date (Not earlier than Construction Contract Date): May 4, 2015

Amount: \$34,867.25

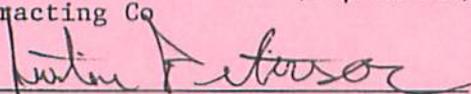
Modifications to this Bond:

None

See Page 6

**CONTRACTOR AS PRINCIPAL**

Company: Larson Contracting Co (Corporate Seal)

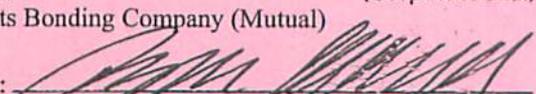
Signature: 

Name and Title: Justin Peterson - CEO

(Any additional signatures appear on page 6) Owner

**SURETY**

Company: Merchants Bonding Company (Mutual) (Corporate Seal)

Signature: 

Name and Title: Ryan Cafourek  
Attorney-In-Fact

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

# MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.  
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

## MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. IAC582990

That Larson Contracting Central LLC

of Lake Mills IA  
as Principal, and the Merchants Bonding Company (Mutual) of Des Moines, Iowa as Surety are held and firmly bound unto the City of Clear Lake IA

in the penal sum of thirty four thousand, eight hundred sixty seven and 25/100 (\$34,867.25)

DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 4th day of May, 2015

WHEREAS, the Principal entered into a certain contract, dated the 4th day of May, with the City of Clear Lake IA

to furnish all the material and labor necessary for the construction of 2015 Public Alley Improvement Project Clear Lake IA

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of two years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants Bonding Company (Mutual) of Des Moines, Iowa for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said Principal as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of two years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Justin Peterson CEO - Owner  
Principal

By Justin Peterson

Approved \_\_\_\_\_

By \_\_\_\_\_

Merchants Bonding Company (Mutual)

By Ryan Cafourek  
Ryan Cafourek, Attorney-in-Fact



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2015

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

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

<b>PRODUCER</b> <b>CAFOUREK &amp; ASSOCIATES INC.</b> 709 Wilson Street  Albert Lea MN 56007	<b>CONTACT NAME:</b> Terin Smith-Bangert <b>PHONE (AC, No. Ext):</b> (507) 377-8904 <b>FAX (AC, No.):</b> (507) 377-8933 <b>E-MAIL ADDRESS:</b> terinbangert@cafourek.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Larson Contracting Central LLC</b> Po Box 7  Lake Mills IA 50450	<b>INSURER A:</b> Own - Auto-owners Insurance Co.	<b>NAIC #</b> 32700
	<b>INSURER B:</b> Auto-Owners	<b>NAIC #</b> 18988
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** Master 15\*16      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	08692061	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		4737537102	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4869206100	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	08151971	1/1/2015	1/1/2016	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
**RE: City of Clear Lake public alley improvements**

SEH Inc is listed as additional insured on the general liability policy

XCU Coverage is included

<b>CERTIFICATE HOLDER</b>  SEH Inc 215 N Adams Ave Mason City, IA 50401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Ryan Cafourek/TB 



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

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND  
BONDS FOR THE 2015 CITY HALL ROOF REPLACEMENT PROJECT

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

Contractor: Midwest Roofing, Mason City, Iowa

Bond surety: Merchant's Bonding Company

Date of Bond: April 17, 2015

Portion of project: All construction work.

PASSED AND APPROVED, this 4<sup>th</sup> day of May, 2015.

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

ATTEST:

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


**AIA® Document A105™ – 2007**
**Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project**

**AGREEMENT** made as of the Seventh (7th) day of April in the year Two Thousand Fifteen (2015)

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

CITY OF CLEAR LAKE  
15 North 6<sup>th</sup> Street  
Clear Lake, IA 50428

and the Contractor:

*(Name, legal status, address and other information)*

MID-WEST ROOFING CO.  
225 - 18<sup>TH</sup> Street SE  
Mason City, IA 50401

for the following Project:

*(Name, location and detailed description)*

CITY OF CLEAR LAKE -  
MUNICIPAL BUILDING – ROOF REPLACEMENT  
CLEAR LAKE, IA  
PROJECT NO. 15-104

The Architect:

*(Name, legal status, address and other information)*

WAGGONER & WINEINGER ARCHITECTS  
15 South Federal Avenue  
Mason City, IA 50401

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated March 11, 2015 , and enumerated as follows:

Drawings:

Number	Title	Date
A1	Roof Plan; Details	March 11, 2015

Specifications:

Init.

Section	Title	Pages
	Title Sheet, Table of Contents, Enumeration of Drawings	1 thru 3
Division 00	Procurement & Contracting Requirements	4 thru 29
Division 01	General Requirements	30 thru 65
Division 02	Existing Conditions	66 thru 67
Division 06	Woods, Plastics, & Composites	68 thru 69
Division 07	Thermal & Moisture Protection	70 thru 80

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
1	March 23, 2015	One (1)

.4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

#### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than ( ) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.

*(Insert the date of commencement, if it differs from the date of this Agreement.)*

Work shall begin within ten (10) calendar days after the date set forth in the Notice to Proceed. The Work shall include: submittal processing, ordering of materials, and general project administration and mobilization. The Owner requires substantial completion for the project by May 22, 2015.

Final completion is seven (7) calendar days of the substantial completion date.

#### ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is: One Hundred Forty One Thousand Five Hundred and no/100---Dollars..... \$141,500.00

BASE BD..... \$141,500.00

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of Work	Value
General Construction	

§ 3.3 Unit prices, if any, are as follows:

*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Init.

Item	Units and Limitations	Price per Unit (\$0.00)
A – Cost per lin. ft. for removing, disposing, and replacing existing deteriorated 2x4 wood blocking.....ADD	Lin. Ft.	\$1.65

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
<i>(Row deleted)</i> None.	

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

None.

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

**ARTICLE 4 PAYMENT**

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:  
*(Insert below timing for payments and provisions for withholding retainage, if any.)*

The Owner shall pay 95% of the amount due the Contractor on account of progress payments. The Owner will retain the remaining 5% of the progress payments as retainage. The retainage will be paid the Contractor, upon final completion and acceptance of the project by the Owner, including all project paperwork.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

Zero % 0.00 percent

**ARTICLE 5 INSURANCE**

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:  
*(Insert specific insurance requirements and limits.)*

Type of insurance	Limit of liability (\$0.00)
See Project Manual, Section 00 8000 – Supplementary Conditions, para. 11.1 thru 11.3 (pages 24 thru 26).	

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

Init.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### § 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### § 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

## ARTICLE 7 OWNER

### § 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

### § 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### § 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

### § 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

Init.

## **ARTICLE 8 CONTRACTOR**

### **§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

### **§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

### **§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

### **§ 8.4 LABOR AND MATERIALS**

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### **§ 8.5 WARRANTY**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

### **§ 8.6 TAXES**

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

### **§ 8.7 PERMITS, FEES AND NOTICES**

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

### **§ 8.8 SUBMITTALS**

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

#### § 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

#### § 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

#### § 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

#### § 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

### ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

## ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

### § 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

#### § 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### § 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

### ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

### ARTICLE 15 MISCELLANEOUS PROVISIONS

#### § 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

#### § 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

### § 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### § 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

### § 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

*(Insert any other terms or conditions below.)*

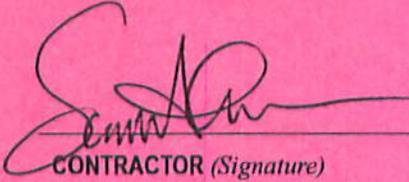
This Agreement entered into as of the day and year first written above.  
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

CITY OF CLEAR LAKE

MID-WEST ROOFING CO.

\_\_\_\_\_  
**OWNER** (Signature)

Scott Flory, City Administrator  
15 North 6<sup>th</sup> Street  
Clear Lake, IA 50428  
\_\_\_\_\_  
(Printed name, title and address)

  
\_\_\_\_\_  
**CONTRACTOR** (Signature)

Scott Anderson, Vice President  
225 – 18<sup>th</sup> Street SW  
Mason City, IA 50401  
\_\_\_\_\_  
(Printed name, title and address)  
LICENSE NO.:  
JURISDICTION:

Init.

Bond No. IAC584495

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

Mid-West Roofing Company  
225 18th Street SE  
Mason City, IA 50401

**OWNER:**  
*(Name, legal status and address)*

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

**SURETY:**  
*(Name, legal status and principal place of business)*

Merchants Bonding Company (Mutual)  
2100 Fleur Drive  
Des Moines, IA 50321-1158  
Mailing Address for Notices

2100 Fleur Drive  
Des Moines, IA 50321-1158

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONSTRUCTION CONTRACT**  
Date: April 7, 2015

Amount: \$ 141,500.00

One Hundred Forty One Thousand Five Hundred Dollars and 00/100

Description:  
*(Name and location)*

City of Clear Lake - Municipal Building - Roof Replacement, Clear Lake, IA: Project No. 15-104

**BOND**  
Date: April 17, 2015

*(Not earlier than Construction Contract Date)*

Amount: \$ 141,500.00

One Hundred Forty One Thousand Five Hundred Dollars and 00/100

Modifications to this Bond:  None

See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*

Mid-West Roofing Company

Signature: \_\_\_\_\_

Name and Title:

**SURETY**  
Company: *(Corporate Seal)*

Merchants Bonding Company (Mutual)

Signature: \_\_\_\_\_

Name and Title: Anne Crowner  
Attorney-in-Fact



*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
Holmes, Murphy and Associates, LLC  
3001 Westown Parkway  
West Des Moines, IA 50266  
515 223-6800  
S-2149/AS 8/10

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*  
Waggoner & Wineinger Architects  
15 South Federal Avenue  
Mason City, IA 50401

Bond No. IAC584495

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Mid-West Roofing Company  
225 18th Street SE  
Mason City, IA 50401

**OWNER:**

*(Name, legal status and address)*

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

**SURETY:**

*(Name, legal status and principal place of business)*

Merchants Bonding Company (Mutual)

2100 Fleur Drive

Des Moines, IA 50321-1158

Mailing Address for Notices

2100 Fleur Drive

Des Moines, IA 50321-1158

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONSTRUCTION CONTRACT**

Date: April 7, 2015

Amount: \$ 141,500.00

One Hundred Forty One Thousand Five Hundred Dollars and 00/100

**Description:**

*(Name and location)*

City of Clear Lake - Municipal Building - Roof Replacement, Clear Lake, IA: Project No. 15-104

**BOND**

Date: April 17, 2015

*(Not earlier than Construction Contract Date)*

Amount: \$141,500.00

One Hundred Forty One Thousand Five Hundred Dollars and 00/100

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

Mid-West Roofing Company

**SURETY**

Company:

*(Corporate Seal)*

Merchants Bonding Company (Mutual)

Signature: \_\_\_\_\_

Name and Title:

Signature: \_\_\_\_\_

Name and Title:

Anne Crowner  
Attorney-in-Fact



*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Holmes, Murphy and Associates, LLC

3001 Westown Parkway

West Des Moines, IA 50266

515 223-6800

8-1852/AS 8/10

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

Waggoner & Wineinger Architects

15 South Federal Avenue

Mason City, IA 50401

HOME OFFICE  
2100 FLEUR DRIVE  
DES MOINES, IOWA 50321-1158  
(515) 243-8171  
FAX (515) 243-0344



AUSTIN OFFICE  
P. O. BOX 26720  
AUSTIN, TEXAS 78755  
(512) 343-9033  
FAX (512) 343-8363

## ENDORSEMENT

It is hereby understood and agreed that Bond No.: IAC584495

Principal: Mid-West Roofing Company

Obligee: City of Clear Lake, IA

In the MERCHANTS BONDING COMPANY (Mutual), is changing this bond effective 04/17/2015

It is hereby understood and agreed that any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contracts falls due.

All terms and conditions of said bond, except as above changed, to remain the same.

Signed, sealed and dated this 17th day of April, 2015

MERCHANTS BONDING COMPANY (Mutual)

By Cindy Bennett  
Cindy Bennett  
Attorney-In-Fact



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/17/2015

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

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

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207 Gerald Johnson	1-800-247-7756	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Mid-West Roofing Company P.O. Box 710 Mason City, IA 50402	INSURER(S) AFFORDING COVERAGE	
	INSURER A: HARTFORD FIRE IN CO	NAIC # 19682
	INSURER B: NAVIGATORS INS CO	42307
	INSURER C: TWIN CITY FIRE INS CO CO	29459
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 43578573

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDE SUBR INSR WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	91UENOD2014	01/01/15	01/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		91UENOD2015	01/01/15	01/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ -0-		CH15EXC798347IC	01/01/15	01/01/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	91WEOD2013	01/01/15	01/01/16	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: City of Clear Lake; Municipal Building roof replacement; Project number 15-104  
Additional Insured: City of Clear Lake (CGL)

**CERTIFICATE HOLDER**

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

USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

teighmy  
ACORD 25 (2009/09)  
43578573

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

APPROVING A DEVELOPMENT AGREEMENT FOR TRAFFIC CONTROL  
PROJECT IMPROVEMENTS WITH KWIK TRIP, INC FOR A DEVELOPMENT  
PROJECT TO BE LOCATED IN CLEAR LAKE, IOWA

WHEREAS, Kwik Trip has proposed to build a new 7,412 sq. ft. commercial convenience store and truck stop, which contemplates the construction of certain traffic control improvements to be made to the intersection of N. 32<sup>nd</sup> Street/Willow Creek Court and Iowa HWY 122; and

WHEREAS, Kwik Trip proposes to hire 10 FTE and 20 part-time positions, with a total construction cost of the project estimated at \$7,000,000 and a new tax base for property tax purposes of not less than \$1.5 million; and

WHEREAS, the Traffic Improvement Analysis prepared by Snyder & Associates consulting engineers and endorsed by the Iowa DOT has identified items such as the need to provide traffic control improvements that would mitigate and improve traffic safety related to the proposed project; and

WHEREAS, Kwik Trip has committed to undertake and complete such improvements in 2015; NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, IOWA:

SECTION 1. The City Council approves the negotiation and execution of a Development Agreement for the Kwik Star Project.

SECTION 2. The Mayor and City Clerk are authorized to execute the Agreement in accordance with this Resolution. A copy of the Agreement, in substantially final form, is attached to this Resolution as "Exhibit A." The final agreement shall be filed with this Resolution upon execution.

SECTION 3. This Resolution shall be effective immediately upon its passage and approval as provided by law.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

Attest:

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

DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF CLEAR LAKE, IOWA  
AND  
KWIK TRIP, INC  
TRAFFIC SIGNAL WILLOW CREEK COURT/N. 32<sup>ND</sup> ST.  
& IOWA HWY 122

This Agreement ("Agreement") is entered into this \_\_ day of 2015, by and between the City of Clear Lake (the "City"), a political subdivision of the State of Iowa and KWIK TRIP INC. ("Kwik Trip").

Kwik Trip Inc. is the fee simple and sole owner of certain real property, known locally and described as: Kwik Star #223 and proposes a property development project, consisting of a convenience store and truck center near the intersection of Willow Creek Court/N.32<sup>nd</sup> Street and Iowa HWY 122 in the City of Clear Lake (the "Intersection").

Chapter 403 of the Code of Iowa authorizes cities to establish Urban Renewal Areas and to undertake economic development projects.

The City has established the Clear Lake Consolidated Urban Renewal Area, and has adopted a tax increment ordinance for the Urban Renewal Area.

In May, 2014, the City, following notice and hearing, in accordance with Iowa law amended the Clear Lake Consolidated Urban Renewal Area Plan (Amendment #2) to recognize the proposed Kwik Trip development project.

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 or promotion of private development within the City.

The City Planning & Zoning Commission considered the proposed site plan for the Development project and granted its approval on April 21, 2015.

Kwik Trip commissioned a traffic study prepared by Snyder & Associates Consulting Engineers demonstrating that a traffic signal, intersection improvements, and other roadway modifications are warranted at the Intersection, in part based upon the proposed Kwik Trip development project.

For the benefit of the citizens of the City of Clear Lake, the safety of the driving public, and Kwik Trip and its development, the parties determined that the installation of a traffic signal, intersection improvements, and other roadway modifications at the Intersection are feasible, cost effective, and mutually beneficial.

The City and Kwik Trip propose to collaborate in designing an appropriate traffic signal, intersection improvements, and other roadway modifications consistent with City design standards and all other applicable regulations at the Intersection.

The parties additionally propose to share in the cost of construction and construction engineering for the installation of the traffic signal, intersection improvements, and other roadway modifications at the Intersection in accordance with plans to be approved by the City (the "Project").

NOW, THEREFORE, be it agreed between the parties as follows:

1. The City and Kwik Trip will share in the actual cost of installation and construction, including construction engineering, for a traffic signal, intersection improvements, and other roadway modifications at the Intersection in accordance with plans and specifications to be subject to City Council approval. Each party shall contribute financially on a 50/50 cost-share up to a total project cost of not to exceed \$500,000. The City contribution shall be capped at a not to exceed \$250,000 for the Project in its entirety. If actual Project costs are less than the estimated amount set forth herein, the City and Kwik Trip project costs shall be reduced accordingly.
2. The estimated cost of the proposed improvements, dated April 30, 2015, is shown on Exhibit "A" attached hereto and made a part hereof as follows:
  - a. Construction cost estimate
  - b. Construction engineering
3. Following completion of the construction of the proposed improvements and acceptance by the City Council, the Project will be under the jurisdiction of the City and will be operated and maintained by the City at the City's expense.
4. Kwik Trip shall be responsible for all costs associated with the Project in excess of \$250,000. The City shall be invoiced by Kwik Trip based upon actual invoices submitted by its consultant and contractors and copies of such shall be included with requests for cost-share reimbursements. The City shall have the authority to approve or deny pay requests or requests for additional costs within its sole reasonable discretion. Payments subject to approval by the City shall be made within 30-days of the invoice date. Kwik Trip shall make all invoices and accountings for the project available for review by the City.
5. The Project is expected to be awarded and substantially completed during the 2015 construction season. The tentative Project construction schedule is attached hereto and made a part hereof as Exhibit "B". Failure to complete the Project as stipulated will be cause for the City to terminate the Agreement.
6. The City and its authorized agents and employees are hereby granted rights to enter onto lands owned by Kwik Trip for purposes of performing and inspecting work in connection with the Project.

7. Kwik Trip will be responsible for securing design work and for the bidding of the Project.
8. Kwik Trip shall secure all permits from the Iowa DOT for the Project and the City agrees to sign permit applications, if necessary. For the improvements as contemplated herein. If, for any reason, permits cannot be obtained, this Agreement shall terminate and be of no further force or effect.
9. Job Creation. Kwik Trip Inc. agrees to create and maintain 10 full-time equivalent employees and 20 part-time positions not less than five (5) years from the date the Improvements are accepted by the City Council.
10. Minimum Taxable Valuation. The Parties agree to enter into a Minimum Assessed Value Agreement for purposes of property tax payments of not less than a value of \$1,500,000 net taxable value for not less than 7 years from the date the improvements are accepted by the City.
11. General Provisions:

- a. Entire Agreement. This Agreement represents the entire Contract between Kwik Trip and the City. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- b. Governing Law. This Contract shall be governed by the laws of the State of Iowa.
- c. Assignment. Neither party shall assign this Contract or any part thereof without the written consent of the other party. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- d. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. Kwik Trip and the City agree that no private party or parties will be allowed to hold sway or influence, in any way, over Kwik Trip's performance of the work.
- e. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Kwik Trip:

City:

- f. Changes. Any changes in the provisions of this Contract must be in writing and signed by Kwik Trip and the City.
- g. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Clear Lake, Cerro Gordo County, Iowa.

Kwik Trip:

KWIK TRIP, INC.  
ATTN: LEGAL DEPARTMENT  
1626 OAK STREET  
LA CROSSE WI 54603

City:

CITY OF CLEAR LAKE  
ATTN: SLOTT FLODY, CITY ADMINISTRATOR  
15 N 6<sup>TH</sup> STREET  
CLEAR LAKE, IA 50428

- f. Changes. Any changes in the provisions of this Contract must be in writing and signed by Kwik Trip and the City.
- g. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Clear Lake, Cerro Gordo County, Iowa.

[The remainder of this page intentionally left blank]

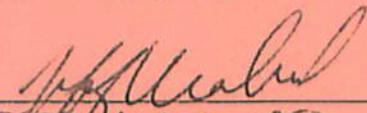
IN WITNESS WHEREOF, Kwik Trip and the City have executed this Contract as of the date first listed above.

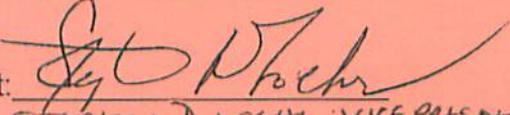
**FOR THE CITY:**

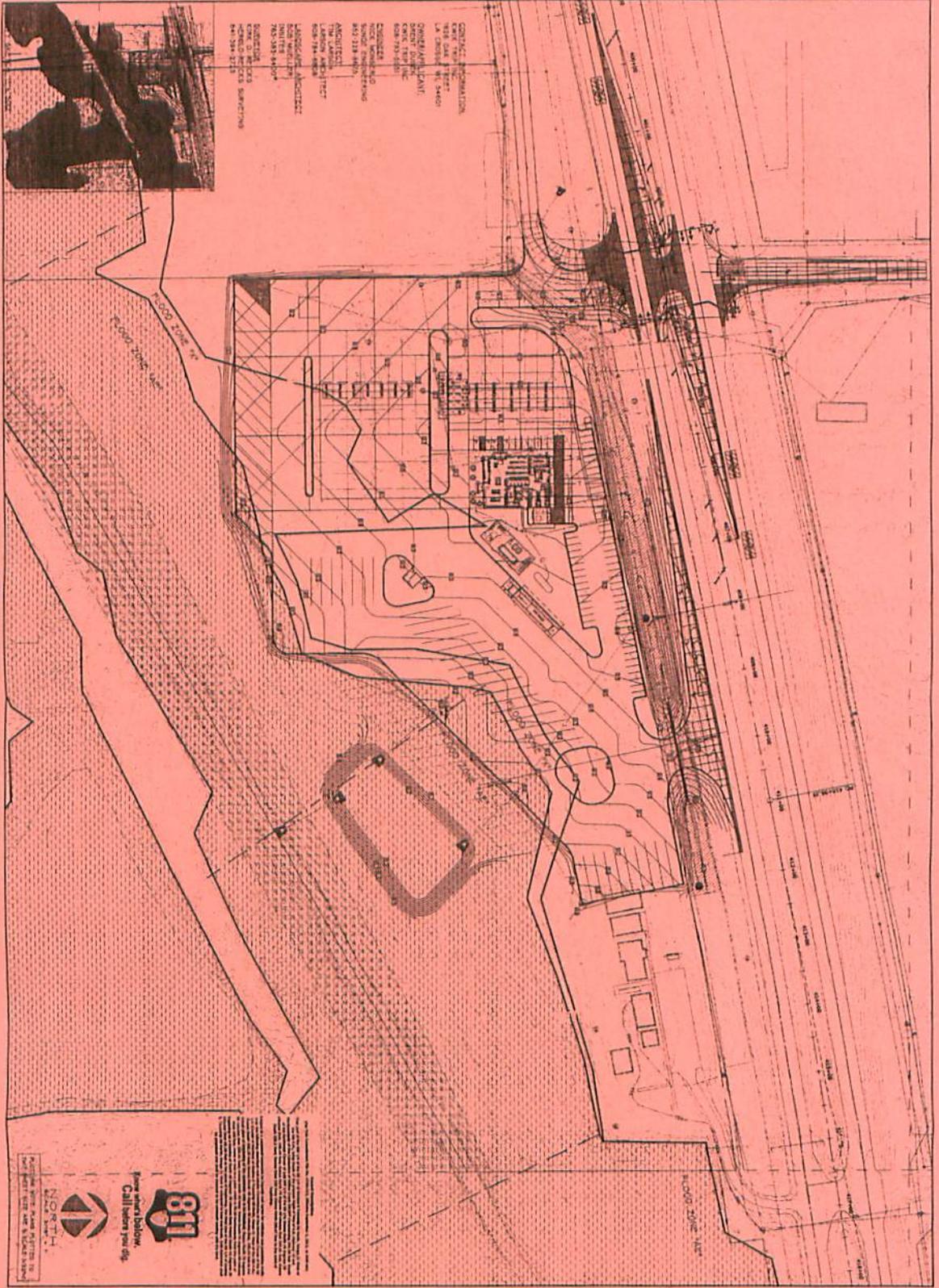
By: \_\_\_\_\_  
Nelson P. Crabb, Mayor

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

**FOR KWIK TRIP, INC.**

By:   
JEFFREY WROBLE, CFO

Attest:   
STEPHEN D. LOEHR, VICE PRESIDENT



CONTRACT INFORMATION  
 1981 C&A #1727  
 LA. CROWN #12460  
 OWNER/ARCHITECT  
 GREEN CORNER  
 608 W. 11th St.  
 CLEAR LAKE, IOWA  
 505-218-8400  
 ARCHITECT  
 LAMSON ARCHITECTS  
 508 W. 11th St.  
 CLEAR LAKE, IOWA  
 505-218-8400  
 SUBCONTRACTOR  
 CHURCH MEMORIAL BUILDING  
 641-244-2223

**811**  
 Before you dig,  
 Call before you dig.  
 NORTEL  
 Possible phone lines buried in  
 your yard. Call before you dig.

**CONVENIENCE STORE 223**  
**CLEAR LAKE, IOWA**

701 N. 11th St.  
 CLEAR LAKE, IOWA 505-218-8400  
 508 W. 11th St.  
 CLEAR LAKE, IOWA 505-218-8400

SHEET: SP-1

**INSITES**  
 1100 W. 11th St.  
 CLEAR LAKE, IOWA 505-218-8400

**Kwik Trip, Inc.**  
 P.O. BOX 2827  
 CLEAR LAKE, IOWA 505-218-8400  
 LAGOROSS, WI 54603-2027  
 PH. (800) 751-8988  
 FAX (800) 751-8980

**Kwik Trip**  
**Star**  
**Stores**

**RESOLUTION NO.**

**A RESOLUTION SETTING A PUBLIC HEARING ON A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CLEAR LAKE AND KWIP TRIP INC.**

**WHEREAS**, KWIK TRIP INC. is considering construction of an approximately 7,412 square foot retail and commercial development to be served by a traffic signal at the intersection of Willow Creek Court/N. 32<sup>nd</sup> St. & Iowa HWY 122, said property being within the city limits of the City of Clear Lake; and

**WHEREAS**, the expansion considered by Kwik Trip Inc. will provide significant capital investment and expand retail trade and related employment opportunities within the City of Clear Lake; and

**WHEREAS**, city staff is negotiating a development agreement between the City of Clear Lake and Kwik Trip Inc. related to sharing the costs to install a traffic signal, intersection and other roadway improvements at the intersection Willow Creek Court/N. 32<sup>nd</sup> St. & Iowa HWY 122 of; and

**WHEREAS**, the City Council will consider approval of a development agreement with Kwik Trip Inc. to provide financial assistance for the construction of a traffic signal and other intersection and roadway improvements and modifications.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Clear Lake, Iowa, sets a public hearing on the proposed development agreement for March 16, 2015 at 6:30 p.m.

**PASSED AND APPROVED** this 4<sup>th</sup> day of May, 2015.

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

ATTEST:

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

**NOTICE OF HEARING ON PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CLEAR LAKE AND KWIK TRIP INC.**

The City Council of the City of Clear Lake, Iowa, will meet on the 18th day of May, 2015, at the City Hall, 15 N. 6<sup>th</sup> Street, Clear Lake, Iowa, at 6:30 p.m., for the purpose of considering approval of a development agreement with Kwik Trip Inc. The development agreement will provide financial assistance to Kwik Trip Inc. to assist in the construction of a traffic signal and other roadway improvements.

At the aforementioned time and place, oral or written comments may be filed or made on the proposal to enter into the Development Agreement. After said hearing, the City may take action on said Development Agreement.

DATED this 4<sup>th</sup> day of May, 2015.

---

Jennifer Larsen, City Clerk

Published in the Clear Lake Mirror Reporter on the 6<sup>th</sup> day of May, 2015.