"Sailing Ahead" With the City of
CLEAR LAKE
"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

TERRY UNSWORTH
At Large

November 2, 2012

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **November 5, 2012,** at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the enclosed agenda for the items discussed below.

ITEM #6A. **City Hall/Police Dept. Emergency Generator Replacement**. At its regular meeting on October 15th, the City Council awarded the construction contract for the Project to Jim Hunt Electric, Clear Lake, IA. The amount of the contract is $108,180. The City has now received the partially executed contract from the contractor, along with the required performance and payment bonds, as well as the necessary Certificate of Insurance. All of 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 documents.

ITEM#6B. **Titan Pro SCI Building Project (Phase 2) Development Agreement**. The City of Clear Lake originally entered into a Development Agreement with Titan Pro SCI on March 1, 2010. The Development agreement provided for, among other things, a property tax rebate incentive in a cumulative amount not to exceed $800,000 over a period of 10 years. Prior to construction of Phase 2 of its building project, on July 5, 2011, the City Council approved a Letter of Intent with the Company that allowed for additional property tax rebate incentives on that component as well. Prior to December 1, 2012, the City needs to take action to amend the existing development agreement to increase the amount of annual property tax payments to be rebated back to the Company from a cumulative, not to exceed amount of $800,000 to a cumulative, not to exceed amount of $1,100,000 over the same 10-year period.

In order to amend the existing Development Agreement, the City is required to first publish notice of a public hearing and then conduct a public hearing on the matter. The public hearing would be set for November 19, 2012. Following the hearing and consideration of the

CLEAR LAKE

amendment, the Council would then consider a separate Resolution authorizing the annual appropriation property tax rebate payment for FY 14.

Please feel free to contact me if you have questions about any of the agenda items.

Scott Flory
City Administrator

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, NOVEMBER 5, 2012
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 – October 15, 2012.
   B. Approval of the bills & claims.
   C. Licenses & Permits:
      - Liquor License: Class C Liquor License (LC) (Commercial) with Sunday Sales, Bikerz, (new).

4. Citizen's opportunity to address the Council on items not on the agenda:

   - In conformance with the City Council's Rules of Procedure, no action can occur on items presented during the Citizens Forum.
   - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
   - Speakers are limited to a maximum of five (5) minutes per person.

5. Unfinished Business:

6. New Business:

   A. City Hall/Police Dept. Emergency Generator Replacement & Electrical Upgrade Project:

      - Review of request, Scott Flory, City Administrator.
      - **Motion** to approve **Resolution #12-62,** "A Resolution approving Contract & bonds."
      - Discussion and consideration of **Motion** by City Council.

   B. Titan Pro SCI (Phase II) Building Project:

      - Review of request, Scott Flory, City Administrator.
      - **Motion** to approve **Resolution #12-63,** "A Resolution to fix date of meeting at which it is proposed to approve an amendment to a Development Agreement with Titan Pro SCI, increasing annual appropriation tax increment payments to an amount not to exceed $1,100,000."
      - Discussion and consideration of **Motion** by City Council.

C. Economic Sustainability and Innovation in the North Iowa Corridor Region:

- Introduction by Brent Willett, Director, North Iowa Corridor EDC.
- Presentation from Mark Reinig, Program Manager Iowa State University Center for Industrial Research and Service
- Discussion and questions by City Council.

D. Indemnity and Hold Harmless Agreement – Wireless Telecommunications Tower – 509 1st Ave N. between the City of Clear Lake and CLTel Wireless Inc.:

- Review of request, Scott Flory, City Administrator.
- **Motion** to approve "Indemnity and Hold Harmless Agreement" with CLTel Wireless Inc. by City Council.
- Discussion and consideration of **Motion** by City Council.

E. Annual Appropriation Development Agreements – Snyder Construction Partnership and North Iowa Cultural Center & Museum:

- Review of request Scott Flory, City Administrator.
- **Motion** to approve **Resolution #12-64,** "A Resolution obligating funds from the Clear Lake Consolidated Urban Renewal Tax Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year (North Iowa Cultural Center & Museum)."
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #12-65,** "A Resolution obligating funds from the Clear Lake Consolidated Urban Renewal Tax Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year (Snyder Construction Partnership)."
- Discussion and consideration of **Motion** by City Council.

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

- Review of request, Scott Flory, City Administrator.
- **Motion** to approve **Resolution #12-66,** "A Resolution authorizing the reimbursement of funds previously expended from the General Fund and Water Revenue Fund from the proceeds of the Tax Increment Fund for purposes incident and related to this Resolution."
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police's Report:

8. Mayor's Report:

9. Public Works Director's Report:

   - Update regarding construction of North Shore Drive Streetscape Improvement Project.
   - Update on 1st Ave S. & S. 3rd Street(s) alley way project.
   - Update regarding construction of N. 40th Street Bridge Deck Rehabilitation Improvement Project.
   - Update on the CDBG Sanitary Sewer Collection System Improvement Project – Phase II (paving).

10. City Administrator's Report:

11. City Attorney's Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – NOVEMBER 19, 2012

RESOLUTION No. _____

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BONDS FOR THE CLEAR LAKE CITY HALL GENERATOR 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 Clear Lake City Hall Generator 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: Jim Hunt Electric LLC, Clear Lake, Iowa

Bond surety: West Bend Mutual Insurance Company

Date of Bond: October 22, 2012

Portion of project: All construction work.

PASSED AND APPROVED, this 5th day of November, 2012.

_____
Nelson P. Crabb, Mayor

ATTEST:

_____
Jennifer Larsen, City Clerk

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Sixteenth day of October in the year Two Thousand Twelve
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Clear Lake
15 North 6th Street
Clear Lake, IA 50428
Telephone Number: 641.357.6267
Fax Number: 641.357.8711

and the Contractor:
(Name, legal status, address and other information)

Jim Hunt Electric LLC
1600 2nd Avenue South
PO Box 150
Clear Lake, IA 50428
Telephone Number: 641.357.4868

for the following Project:
(Name, location and detailed description)

Clear Lake City Hall/Police Dept Generator Replacement and Electrical Upgrade,
Project# 11012-1
Clear Lake City Hall
15 North 6th Street
Clear Lake, IA 50428
Replacement of existing generator with new diesel generator and electrical upgrades.

The Architect:
(Name, legal status, address and other information)

Bergland and Cram Architects, Inc.
1002 East State Street, Suite A
Mason City, IA 50401
Telephone Number: 641.423.6349
Fax Number: 641.423.7514

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.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:22:00 on 10/16/2012 under Order No.5040227573_1 which expires on 01/11/2013, and is not for resale.
User Notes:

(1416721997)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Construction may commence immediately upon submission of the Certificate of Insurance, Performance Bond and Labor and Materials Bond.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:22:00 on 10/16/2012 under Order No.5040227573_1 which expires on 01/11/2013, and is not for resale.
User Notes:

(1416721997)

The Contractor shall achieve Substantial Completion of the entire Work not later than March 31, 2013.

Portion of Work	Substantial Completion Date
Substantial Completion	March 31, 2013

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated Damages shall be $300.00 per calendar day that the project has not attained Substantial Completion and usable by the Owner after the stated Substantial Completion Date.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Eight Thousand One Hundred Eighty Dollars and Zero Cents ($ 108,180.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are 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.)

Base Bid	$164,623.00
Alternate No. 1	-$56,443.00
Total	$108,180.00

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Electrical Allowance	$5,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:22:00 on 10/16/2012 under Order No.5040227573_1 which expires on 01/11/2013, and is not for resale.
User Notes:

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:22:00 on 10/16/2012 under Order No.5040227573_1 which expires on 01/11/2013, and is not for resale.
User Notes:

(1416721997)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[X] Other *(Specify)* Mediation

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

Scott Flory, City Administrator
City of Clear Lake
Clear Lake City Hall
15 North 6th Street
Clear Lake, IA 50428
Telephone Number: 641.357.6267

Init.

/

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:22:00 on 10/16/2012 under Order No.5040227573_1 which expires on 01/11/2013, and is not for resale.
User Notes:

(1416721997)

§ 8.4 The Contractor's representative:
(Name, address and other information)

James A. Hunt, President
Jim Hunt Electric, LLC
1600 2nd Avenue South
PO Box 150
Clear Lake, IA 50428
Telephone Number: 641.357.4868

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Conditions	Clear Lake City Hall/Police Dept Generator Replacement & Electrical Upgrade Project, Project# 11012-1	09/17/2012	18 – 21

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
00 0020 to 32 9210	Clear Lake City Hall/Police Dept Generator Replacement & Electrical Upgrade Project, Project# 11012-1	09/17/2012	1 – 57
26 0050 to 26 4313	Clear Lake City Hall/Police Dept Generator Replacement & Electrical Upgrade Project, Project# 11012-1	09/17/2012	51 pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
E-000, E-100, E-101	Clear Lake C.H./P.D. Generator Replacement & Elect. Upgrade, Project# 11012-1	09/20/2012

§ 9.1.6 The Addenda, if any:

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:22:00 on 10/16/2012 under Order No.5040227573_1 which expires on 01/11/2013, and is not for resale.
User Notes:

(1416721997)

Number	Date	Pages
Addendum No. 1	October 8, 2012	3 pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Jim Hunt Electric LLC Bid Form dated 10/11/2012
Jim Hunt Electric LLC Bid Bond dated 10/11/2012

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount ($0.00)
As stated in Supplementary Conditions Section 000800, Article 11	

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
	James A. Hunt, President
(Printed name and title)	*(Printed name and title)*

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:22:00 on 10/16/2012 under Order No.5040227573_1 which expires on 01/11/2013, and is not for resale.
User Notes:

AIA® Document A312™ – 2010

Payment Bond

0864702

CONTRACTOR:
(Name, legal status and address)
Jim Hunt Electric LLC

1600 2nd Ave S
Clear Lake, IA 50428-2364

SURETY:
(Name, legal status and principal place of business)
West Bend Mutual Insurance Company
8401 Greenway Blvd
Middleton, WI 53562

OWNER:
(Name, legal status and address)
City of Clear Lake
15 N 6th St
Clear Lake, IA 50428-1859

CONSTRUCTION CONTRACT
Date: 10/22/2012
Amount: $ 108,180.00
Description:
(Name and location)
install generator at police dept & elect update

BOND
Date: 10/22/2012
(Not earlier than Construction Contract Date)

Amount: $ 108,180.00
Modifications to this Bond: [XXXXXX] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Jim Hunt Electric LLC
Signature:
Name and Title: Jim Hunt President

SURETY
Company: *(Corporate Seal)*
West Bend Mutual Insurance Company
Signature: Cindy Craw
Name and Title: CINDY CRAW, 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:
EDWARDS-BRANDT AND ASSOC INC
2007 4TH ST SW
MASON CITY, IA 50401

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Bergland & Cram Architects

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.

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

Init. /

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:09:54 on 03/23/2012 under Order No.8304745206_1 which expires on 02/16/2013, and is not for resale.
User Notes:

(808143669)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:09:54 on 03/23/2012 under Order No.8304745206_1 which expires on 02/16/2013, and is not for resale.
User Notes:

(808143669)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.
/
AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:09:54 on 03/23/2012 under Order No.8304745206_1 which expires on 02/16/2013, and is not for resale.
User Notes:
(808143669)

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:09:54 on 03/23/2012 under Order No.8304745206_1 which expires on 02/16/2013, and is not for resale.
User Notes:

Init.
/

(808143669)

WEST BEND
A MUTUAL INSURANCE COMPANY*

0864702

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

CINDY CRAW

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Four Hundred Thousand Dollars ($400,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest James J. Pauly

James J. Pauly
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Kevin A. Steiner

Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JOHN F. DUWELL NOTARY PUBLIC STATE OF WISCONSIN

John F. Duwell

John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 22 day of October, 2012

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

AIA® Document A312™ – 2010

Performance Bond

0864702

CONTRACTOR:
(Name, legal status and address)
Jim Hunt Electric LLC

1600 2nd Ave S
Clear Lake, IA 50428-2364

SURETY:
(Name, legal status and principal place of business)
West Bend Mutual Insurance Company
8401 Greenway Blvd, Ste 1100
Middleton, WI 53562

OWNER:
(Name, legal status and address)
City of Clear Lake
15 N 6th St
Clear Lake, IA 50428-1859

CONSTRUCTION CONTRACT
Date: 10/22/2012
Amount: $ 108,180.00
Description:
(Name and location)

install generator at police dept & elect update

BOND
Date: 10/22/2012
(Not earlier than Construction Contract Date)

Amount: $ 108,180.00
Modifications to this Bond: [XXXXX] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Jim Hunt Electric LLC
Signature:
Name and Title: Jim Hunt President

SURETY
Company: *(Corporate Seal)*
West Bend Mutual Insurance Company
Signature: Cindy Craw
Name and Title: CINDY CRAW, 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:
EDWARDS-BRANDT AND ASSOC INC
2007 4TH ST SW
MASON CITY, IA 50401

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Bergland & Cram Architects

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.

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

Init.
/

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:14:59 on 03/23/2012 under Order No.8304745206_1 which expires on 02/16/2013, and is not for resale.
User Notes:

(1800237360)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:14:59 on 03/23/2012 under Order No.8304745206_1 which expires on 02/16/2013, and is not for resale.
User Notes:

(1800237360)

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:14:59 on 03/23/2012 under Order No.8304745206_1 which expires on 02/16/2013, and is not for resale.
User Notes:

(1800237360)

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	Andy Craw
Name and Title:		Name and Title:	
Address:		Address:	

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:14:59 on 03/23/2012 under Order No.8304745206_1 which expires on 02/16/2013, and is not for resale.
User Notes:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2012

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
Edwards Brandt & Associates Inc.
2007 - 4th Street SW
Mason City IA 50401

CONTACT NAME: EBA
PHONE (A/C, No, Ext): (641)423-0675 FAX (A/C, No): (641)423-2441
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: EMC Insurance Companies	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Jim Hunt Electric LLC
PO Box 150
Clear Lake IA 50428

COVERAGES CERTIFICATE NUMBER: 12/13 updated w/umb REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			4X36410--13	7/16/2012	7/16/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			4X36410--13	7/16/2012	7/16/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 1,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			4X36410--13	7/16/2012	7/16/2013	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4X36410--13	7/16/2012	7/16/2013	WC STATU-TORY LIMITS OTH-ER	
							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)
Blanket additional insured endorsements attached for the General Liability and Auto per forms CA7270 and CG7482; waiver of subrogation endorsed for the Workers Compensation

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tom Ebeling/CINDY

© 1988-2010 ACORD CORPORATION. All rights reserved
The ACORD name and logo are registered marks of ACORD

RESOLUTION NO. _____

To fix a date of meeting at which it is proposed to approve an Amendment to a Development Agreement with Titan Pro SCI, increasing annual appropriation tax increment payments to an amount not to exceed $1,100,000

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 Consolidated 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, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by 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 or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has entered into an agreement (the "Development Agreement") with Titan Pro SCI (the "Developer") in connection with the construction of an industrial facility; and

WHEREAS, the Development Agreement provided property tax incentives to the Developer in the form of annual appropriation incremental property tax payments in an amount not to exceed $800,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, the Developer has expanded the industrial facility and has requested an increase in the maximum amount of incremental property tax payments to $1,100,000; and

WHEREAS, it is necessary to set a date for a public hearing on an amendment to 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 19th day of November, 2012, at _____ o'clock ____.m., at the _____, in the City, at which time and place proceedings will be instituted and action taken to approve an amendment to the Development Agreement.

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. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF AMENDMENT TO DEVELOPMENT AGREEMENT WITH TITAN PRO SCI

The City Council of the City of Clear Lake, Iowa, will meet at the _____, on the 19th day of November, 2012, at _____ o'clock ___.m., at which time and place proceedings will be instituted and action taken to approve an amendment to a Development Agreement between the City and Titan Pro SCI (the "Amendment"), in connection with the expansion of an industrial facility, which increases certain property tax incentives in the form of annual appropriation incremental property tax payments to a total amount not exceeding $1,100,000, as authorized by Section 403.9 of the Code of Iowa.

The Amendment will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Clear Lake Consolidated Urban Renewal Area. All payments under the Amendment will be subject to annual appropriation by the City Council.

At the meeting, the Council will receive oral or written objections 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 Amendment or may abandon the proposal.

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

Jennifer Larsen
City Clerk

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

Passed and approved November 5, 2012.

_____
Mayor

Attest:

_____
City Clerk

"Sailing Ahead" With the City of
CLEAR LAKE
"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

SHANE W. COONEY
Ward 1

TONY J. NELSON
Ward 2

BEN FURLEIGH
Ward 3

MIKE CALLANAN
At Large

TERRY UNSWORTH
At Large

July 5, 2011

Titan Pro SCI
C/o Mr. Jeff Meints
1301 S. 24th Street
Clear Lake, IA 50428

Re: Letter of Intent regarding Titan Pro Project (Phase #2)

Dear Mr. Meints:

The purpose of this letter is to set forth in principle the material terms and conditions on which Titan Pro SCI, an Iowa limited liability company (the "Company") proposes to construct a new addition to its facility, in the "Larry Luker Memorial Industrial Park", in the City of Clear Lake.

Based on the foregoing, the Company and the City agree to proceed in good faith in the negotiation of a future, more definitive, development agreement relating to the Company's construction of a new addition to its facility in Clear Lake, Iowa.

CITY COVENANTS

Property Tax Rebate:

The city agrees to amend the Development Agreement previously entered into between the parties, dated March 1st 2010, which provided property tax rebate payments back to the Company on annual property taxes paid on the Project for a period not to exceed ten (10) years. The Development Agreement shall be amended to incorporate the construction of the new addition (Phase #2) to the Company's facility into the Development Agreement.

The term of the original Development Agreement, as amended, shall remain unchanged. However, the total cumulative maximum amount of economic development property tax rebate payments shall be increased from an aggregate, not to exceed, amount of $800,000 to $1.1 million.

The repayment shall be exclusive of the debt service levies of the various taxing entities of Cerro Gordo County, including the PPEL Levy. Payments by the City to the Company shall be made on a semi-annual basis. All payments shall be subject to annual appropriation by the City Council.

COMPANY COVENANTS

Titan Pro SCI Employees:

Employment:

As a condition of receiving property tax rebate payments from the City, the Company agrees that, within not more than eighteen (18) months after the date of approval of the amended Development Agreement, to employ and continuously maintain, for a period of not less than three (3) years thereafter, not less than twenty-eight (28) full-time equivalent employees at its facility in Clear Lake.

Building Project:

The Company agrees to construct an addition to its existing building of not less than 50,000 square feet, at an estimated construction cost of not less than $2.0 million, in the "Larry Luker memorial Industrial Park".

Upon execution of this letter of intent, the parties will promptly proceed to finalize an amendment to the March 1st 2010 Development Agreement. The Development Agreement, as amended, will incorporate the terms and conditions set out in this letter of intent together with all other terms and conditions as the parties or their legal advisors consider necessary or desirable, including representations, warranties and covenants, indemnities relating to such representations, warranties and covenants and conditions.

The parties agree to proceed promptly and in good faith to finalize the amendment to the Development Agreement on the terms outlined above. If those agreements have not been finalized and executed by September 30, 2011, neither party shall have further obligations under this letter of intent.

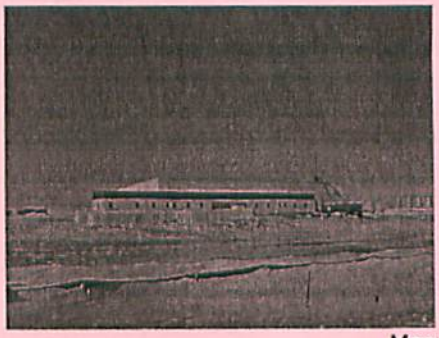
Finally, we would like to express our appreciation for the courtesy and cooperation shown by you in this effort. We look forward to finalizing an amendment to the Development Agreement and a mutually successful, long term relationship with Titan Pro.

If this letter sets forth our agreements, please indicate your concurrence by signature in the space provided below.

CITY OF CLEAR LAKE	TITAN PRO SCI
Nelson P. Crabb Mayor of Clear Lake	Jeff Meints

Cerro Gordo County online

Property Information



Parcel
061920100300
Property Address
1301 S 24TH ST CLEAR LAKE 50428

Tax District:	02006	Acres - Gross:	10.4900
Tif District:	02131	Row:	1.0000
Avg Depth:	0	Waste:	0.0000
Actual Front Width:	0	Net:	9.4900

Map

Owner(s):			Book	Page	Need Help retrieving images? Click here
Deed	TITAN PRO HOLDINGS, LLC,	1301 S 24TH ST CLEAR LAKE, IA 50428	2010	499	image (pdf)

Legal Description (used for tax administration purposes only)

L 4 LARRY LUKER MEMORIAL INDUSTRIAL PARK 1ST ADD

Assessment Year 2012 (for Taxes Payable 2013-2014)

Class: Industrial

	100% Assessed Value	Gross Taxable Value			Credits	Y/N
Land	174,900	0	Unit	1	Military	N
Improvements	4,155,610	0	Building	1	Homestead	N
Total	4,330,510	0	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.

	2,820,190	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.
X	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%.
=	2,820,190	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 mulitiplied by the Tax Levy Rate.
=	2,820,190	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.
X	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.
=	90,828.53	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.
=	90,828	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	
061920100300	1301 S 24TH ST CLEAR LAKE 50428	
Owner(s):		
Deed	TITAN PRO HOLDINGS, LLC,	1301 S 24TH ST CLEAR LAKE, IA 50428

Legal Description (used for tax administration purposes only)

L 4 LARRY LUKER MEMORIAL INDUSTRIAL PARK 1ST ADD

	Current Tax 061920100300
2011	Receipt: 618024.0
Real Estate Tax	Amount
Installment 1 Due 09/30/2012	45,414.00
Installment 2 Due 04/01/2013	45,414.00
Payment Received for Installment 1 on 09/06/2012	- 45,414.00
Total Amount Remaining on Installment 1	0.00
Total Amount Remaining on Installment 2	45,414.00
Total Taxes Remaining	45,414.00

Total Outstanding for Parcel	
Real Estate	0.00
Total	0.00

Online Property Tax Payments

"Sailing Ahead" With the City of
CLEAR LAKE
"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

SHANE W. COONEY *Ward 1*

TERRY UNSWORTH *Ward 2*

BEN FURLEIGH *Ward 3*

MIKE CALLANAN *At Large*

DAVE SOLBERG *At Large*

August 31, 2009

Titan Pro SCI
C/o Mr. Jeff Meints
710 W. HWY 18
Garner, IA 50438

Re: Letter of Intent regarding Titan Pro Project in Clear Lake, IA

Dear Mr. Meints:

The purpose of this letter is to set forth in principle the material terms and conditions on which Titan Pro SCI, an Iowa limited liability company (the "Company") proposes to construct a new facility in the "Larry Luker Memorial Industrial Park" in the City of Clear Lake.

Based on the foregoing, the Company and the City agree to proceed in good faith in the negotiation of a future, more definitive, development agreement relating to the Company's construction of a new facility in Clear Lake, Iowa.

CITY COVENANTS

Property Tax Rebate:

The city agrees to rebate back to the Company annual property taxes paid on the Project for a period not to exceed ten (10) years. The repayment shall be exclusive of the debt service levies of the various taxing entities of Cerro Gordo County, including the PPEL Levy. Payments by the City to the Company shall be made on a semi-annual basis.

Lots 4 and 5 "Larry Luker Memorial Industrial Park":

The City agrees to purchase, from Dean Snyder Construction Company, Lots 4 and 5 in the "Larry Luker Memorial Industrial Park" for purposes of the Titan Pro project. After a period of ten (10) years, providing that the Company has met all mutually agreed upon performance standards, which are to be memorialized in the future Development Agreement, the cost of the property acquisition by the City shall be forgivable to the Company. If the Company fails to meet said performance conditions prior to that time, the cost of the land acquisition shall be repaid to the City by the Company on a pro-rata basis at the rate of 10% for each remaining year of the original ten (10) years.

At no time prior to the completion of the ten (10) year period may any portion of Lots 4 and 5 be sold by the Company without the prior written consent and approval of the Clear Lake City Council.

Gas & Electric Extension:

The City shall cooperate with Alliant Energy and provide for the extension of gas and electric lines in the "Larry Luker Memorial Industrial Park". The Company will be required to cooperate with Alliant Energy and provide for the extension of gas and electric service lines to serve the building(s).

Water and Sanitary Sewer Services:

The City agrees to provide for the extension, from its water and sanitary sewer mains, individual service laterals of the minimum size necessary to serve the Company's original building.

DEVELOPER COVENANTS

Titan Pro SCI Employees:

During the term of the Development Agreement, the Company agrees to maintain a workforce of not less than twenty (20) FTE employees in Clear Lake.

Building Project:

The Company agrees to construct a building of not less than 70,000 square feet, at an estimated construction cost of not less than $3.2 million, in the "Larry Luker memorial Industrial Park".

Upon execution of this letter of intent, the parties will promptly proceed to finalize the Development Agreement. The Development Agreement will incorporate the terms and conditions set out in this letter of intent together with all other terms and conditions as the parties or their legal advisors consider necessary or desirable, including representations, warranties and covenants, indemnities relating to such representations, warranties and covenants and conditions.

The parties agree to proceed promptly and in good faith to finalize the Development Agreement on the terms outlined above. If those agreements have not been finalized and executed by December 31, 2009, neither party shall have further obligations under this letter of intent.

Finally, we would like to express our appreciation for the courtesy and cooperation shown by you in this effort. We look forward to finalizing these agreements and a mutually successful, long term relationship with Titan Pro.

If this letter sets forth our agreements, please indicate your concurrence by signature in the space provided below.

CITY OF CLEAR LAKE

Nelson P. Crabb
Mayor of Clear Lake

TITAN PRO SCI

Jeff Meints

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Clear Lake, Iowa (the "City") and Titan Pro SCI (the "Company") as of the 1st day of March, 2010.

WHEREAS, the City has established the Clear Lake Consolidated Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company has proposed to construct a building (the "Project") to be located in the Urban Renewal Area on Lots 4 and 5 in the Clear Lake (Larry Luker Memorial) Industrial Park (the "Property"); and

WHEREAS, the Company has requested that the City provide reimbursement of certain property tax payments, construct certain water and sanitary sewer improvements, and make a forgivable loan to the Company to enable the Company to purchase the Property; 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;

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. The Company agrees that the Project shall consist of a building with not less than 60,000 square feet of space. Construction shall be substantially completed by May 31, 2010. The value of construction improvements shall be not less than $2,250,000, which shall be shown on the building permit issued by the City for the Project and which shall be confirmed in writing to the City upon completion of the construction of the Project. The incremental taxable valuation for the completed Project, as shown on the rolls of the Cerro Gordo County Assessor, shall be not less than $2,000,000.

2. As a condition to receiving the Payments, as hereinafter defined, the Company agrees, within not more than two years after the date of this Agreement, to employ and continuously maintain, for a period of not less than three years thereafter, at least 20 full time or part-time equivalent employees. The Company agrees to provide the City, no later than November 1 of each year, a report showing the number of full and part-time employees as of that date.

3. If the Company fails to make a total aggregate development investment of at least $2,250,000, as shown in Developer's report to the City as set out above, or if the Company fails to meet, or to maintain, the job creation requirements noted above, all Payments hereunder shall be terminated.

4. The Company agrees to make timely payment of all property taxes with respect to the Property as they come due and to submit a receipt or cancelled check to the City Clerk in evidence of each such payment.

B. City's Obligations

1. In recognition of the Company's Covenants set out above, and subject to the Company being in compliance with each of the Covenants, the City agrees to make economic development payments (the "Payments") to the Company, pursuant to Chapters 15A and 403 of the Code of Iowa, in a total amount not exceeding $800,000, and all Payments under this Agreement shall be subject to annual appropriation by the City Council.

Payments will begin in the first fiscal year for which the City is eligible to receive incremental tax payments with respect to the Property. For example, if the full incremental valuation of the Project goes on the property tax rolls as of January 1, 2011, the Payments will be made for ten fiscal years, on December 1 and June 1 of each fiscal year, beginning on December 1, 2012, and continuing to and including June 1, 2022, or until such earlier date on which total Payments in the amount of $800,000 have been made.

Each Payment shall be in an amount which represents the Incremental Property Tax Revenues received by the City with respect to the Property during the six months immediately preceding each Payment date. Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levy and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues attributable to the Property which are received by the City from the Cerro Gordo County Treasurer.

Each Payment shall be subject to a finding by the City that the Company is in full compliance with each of the Company's Covenants set out above, and each Payment shall also be subject to annual appropriation by the City Council. Prior to November 15 of each year during the term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount of Incremental Property Tax Revenues to be collected in the following fiscal year equal to the City's estimate of the amount of Incremental Property Tax Revenues that could be generated by the Property in such year, based on the most recent incremental valuation of the Property and the then current consolidated property tax levy (the "Appropriated Amount").

To the extent the City Council decided to obligate funds for appropriation to Payments, the City agrees to certify to the Cerro Gordo County Auditor by December 1 of each year during the term of this Agreement, an amount equal to the most recently determined Appropriated Amount.

2. The City agrees to construct water and sanitary sewer service lines to serve the Property.

3. The City agrees to make a non-interest-bearing forgivable loan (the "Loan") to the Company in the amount of $300,000, to be used by the Company to purchase

the Property.. For a period of ten years, $30,000 of the principal amount of the Loan will be forgiven each year, provided the Company is in full compliance with its Covenants set out above. On any anniversary date of the Loan, if the Company is found by the City not to be in compliance with its Covenants, the Company shall reimburse the City for the remaining balance of the Loan that has not been forgiven.

C. **Administrative Provisions**

1. This Agreement may not be amended without the express agreement of both parties. Further, the Company's Covenants set out in Section A hereof may not be assigned without the consent of the City. The City hereby gives its permission that, provided the Company is in compliance with all Covenants, the Company's rights to receive the Payments hereunder may be assigned by the Company to a lender, as security for a loan, without further action on the part of the City.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. 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 by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, all as of the day and date written above.

CITY OF CLEAR LAKE, IOWA

By _____
Mayor

Attest:

_____
City Clerk

TITAN PRO SCI

By: _____

IOWA STATE UNIVERSITY
Extension and Outreach
College of Engineering

CIRAS

Cerro Gordo County Sustainability Summit

REGISTER TODAY

The Cerro Gordo County Sustainability Summit is an event focused on providing leaders, community members, and businesses in Cerro Gordo County with the knowledge and tools to begin sustainable growth in the community. Experts from CIRAS will lead the daylong event with a focus on understanding the financial, social, and environmental state of the county and developing plans to address issues and grow strengths.

Who Should Attend

Everybody is welcome at the Cerro Gordo County Sustainability Summit. We encourage a diverse crowd, including business and community leaders, nonprofit organizations, unions, and community members of all ages and experience.

Why Attend?

- The Cerro Gordo County Sustainability Summit is your opportunity to be a key part of the region's success
- Learn the key concepts of economic sustainability
- Get new data and facts about Cerro Gordo County presented in a unique format
- Learn from experts how other communities have taken action in response to similar situations
- Work with other community members to start developing your own plans

Space is limited. Preregistration is required.

DATE/TIME:
Wednesday, November 7, 2012
Registration begins at 8:30 a.m.
Workshop is 9:00 a.m.–4:00 p.m.

LOCATION:
Music Man Square
308 South Pennsylvania Avenue
Mason City, Iowa

PRESENTERS:
Mike O'Donnell, Mark Reinig, Abbie Gaffey, Dave Swenson, Liesl Eathington—Iowa State University Staff; Christian Renaud, CEO of Presentio and mentor-in-residence at StartupCity Des Moines

FEE:
The event is free with lunch provided for attendees. Registration is required.

FOR MORE INFORMATION:
Mark Reinig
515-231-4150
mreinig@iastate.edu

REGISTRATION:
To register, visit
http://www.ucs.iastate.edu/mnet/CerroGordo/home.html

Iowa State University does not discriminate on the basis of race, color, age, religion, national origin, sexual orientation, gender identity, genetic information, sex, marital status, disability, or status as a U.S. veteran. Inquiries can be directed to the Director of Equal Opportunity and Compliance, 3280 Beardshear Hall, 515-294-7612.

ciras | IOWA STATE UNIVERSITY
Extension and Outreach

MEDIA RELEASE

For more information, please contact:
Mike O'Donnell, Program Manager, Iowa State University Center for Industrial Research & Service
515-294-1588

Brent Willett, Executive Director, North Iowa Corridor Economic Development Corporation
641-423-0315

October 16, 2012
For Immediate Release

Economic Sustainability Summit to Highlight Cerro Gordo County's Economic Performance

An Economic Sustainability Summit will be held at Mason City's Music Man Square, 308 South Pennsylvania Avenue, from 9 a.m. to 4 p.m., Wednesday, November 7 to examine how Cerro Gordo County's economy is faring compared to 39 similar Iowa communities and suggest tools to begin sustainable growth in the community.

This free event is sponsored by the Iowa State University Center for Industrial Research and Service (CIRAS) in cooperation with the North Iowa Corridor Economic Development Corporation. Participation by a diverse crowd including business and community leaders, nonprofit organizations, unions, and community members of all ages and experience is encouraged. Seating is limited to the first 100 registrants. Interested citizens may register online at: www.ucs.iastate.edu/mnet/CerroGordo/home.html. Lunch will be served.

"We are pleased to partner with CIRAS on this important initiative," Corridor Executive Director Brent Willett said. "The summit is the first step in a long-term partnership struck to examining and enhancing north central Iowa's economic competitiveness."

ISU economists David Swenson and Liesl Eathington will share the results of their study that examines how Cerro Gordo County performs on a set over 100 financial, social and environmental indicators and explain how they relate to the region's ability to sustain economic growth. CIRAS Economic Development Program Manager Mark Reinig will explain how sustainability is being used in economic development. Abbie Gaffey, a community development specialist for Iowa State University Extension & Outreach, will explain how to use indicators in local government, economic development and nonprofit planning processes. The ISU experts will also discuss the role innovation can have as part of a sustainable economic development strategy.

The afternoon will conclude with identifying the most important issues facing the community and possible projects that could support long-term sustainability.

"This summit will bring together participants from the business sector, government, nonprofits, education, and citizens interested in economic sustainability issues," said Mike O'Donnell, CIRAS program manager. "Part of creating sustainability is creating synergy around both shared concerns as well as shared opportunities. These discussions will help the community agree on and focus efforts on the steps needed for long term success."

Iowa State University does not discriminate on the basis of race, color, age, religion, national origin, sexual orientation, gender identity, genetic information, sex, marital status, disabili
or status as a U.S. veteran. Inquiries can be directed to the Director of Equal Opportunity and Compliance, 3280 Beardshear Hall, 515-294-7612.

INDEMNITY AND HOLD HARMLESS AGREEMENT

This Indemnity and Hold Harmless Agreement is entered into this __ day of_____, 2012, by and between The City of Clear Lake, Iowa, an Iowa municipality ("City") and CLTel Wireless, Inc., an Iowa corporation ("CLTel").

R E C I T A L S:

WHEREAS, CLTel owns and operates a wireless telephone network; and

WHEREAS, CLTel and City have entered into a Water Tower Lease with Option dated October 1, 2007 and amended September 27, 2012 (collectively the "Lease") providing for, *inter alia,* the construction of a telecommunication tower at 509 1st Avenue, N., Clear Lake, Iowa (the "Property") for the installation and operation of wireless telephone services as well as City's police and emergency radio network; and

WHEREAS, in the course of conducting due diligence for the construction of the telecommunication tower facility, CLTel's contractors identified the presence of hazardous substances in the groundwater upon the subject property; and

WHEREAS, the City has agreed to defend, indemnify and hold CLTel, its affiliates, parent company, and contractors harmless from any and all environmental matters in order to induce CLTel to construct the tower facility.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Construction of Towers. In consideration for City's agreement to defend, indemnify CLTel and other indemnified parties as described below, CLTel agrees to proceed with construction of the tower facility.

2. Indemnity. City agrees to defend, indemnify and hold CLTel, its affiliates, parent compny, and contractors (including but not limited to Iowa Wireless Services, LLC), and each of their respective directors, officers, employees, agents, successors and assigns from and against any claim, loss, damage, cost, expense, or liability directly or indirectly arising out of the release, threatened release, discharge, disposal, transportation or presence of any Hazardous Materials which are found in, on, under or about the Property. The term "Hazardous Material" shall include but is not limited to any oil, or petroleum product, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, toxic or contaminated substances, and any substances which are defined as "hazardous substances", "hazardous waste", "hazardous materials", or "toxic substances" under any present or future state or federal law, ordinance or regulation. Such indemnification shall include without limitation:

(a) the costs, whether foreseeable or unforeseeable, of any repair, cleanup or detoxification of the Property which is required by any governmental entity or is

otherwise necessary to render the Property in compliance with all laws and regulations pertaining to Hazardous Materials; and

(b) all other direct or indirect consequential damages (including, without limitation any third party tort claim or governmental claims, fines or penalties against the indemnified parties); and

(c) all court costs and attorneys' fees paid or incurred by the indemnified parties.

3. Perpetual Obligation. The indemnity obligation set forth above shall be perpetual, and shall survive the terms of the Lease.

4. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the matters contemplated hereby, and anything relating to the matters set forth herein, and all prior statements, oral or written are merged herein. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which the enforcement of such modification, waiver or amendment, discharge or change is or may be sought.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit and be enforceable by the parties hereto, and their respective legal representatives, successors and assigns.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Iowa, except to the extent preempted by federal laws.

CLTEL WIRELESS, INC.

By:_____
Thomas A. Lovell, President

THE CITY OF CLEAR LAKE IOWA

By:_____
Nelson P. Crabb, Mayor

Attest:

_____
Jennifer Larson, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF CERRO GORDO)

On this ____ day of October, 2012, before me, the undersigned, a Notary Public in and for said County and said State personally appeared Thomas A. Lovell known, who, being by me duly sworn, did say that he is the President, respectively, of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Thomas A. Lovell as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

_____
Notary Public in and for said
County and State

(Notarial Seal)

STATE OF IOWA)
) SS:
COUNTY OF CERRO GORDO)

On this ____ day of October, 2012, before me, the undersigned, a Notary Public in and for said County and said State personally appeared Nelson P. Crabb and Jennifer Larson, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clear Lake; that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed on behalf of said corporation by authority of the City Council; and that the said Nelson P. Crabb and Jennifer Larson as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

_____
Notary Public in and for said
County and State

(NOTARIAL SEAL)

RESOLUTION _____

Obligating funds from the Clear Lake Consolidated Urban Renewal Tax Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year.

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 and Urban Renewal Plan for the Consolidated 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 "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocable pledge by 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 or refinance in whole or in part projects in the Urban Renewal Area: and

WHEREAS, the City has scheduled payments in an amount which represent the incremental property taxes paid with respect to the project estimated amount of $11,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2013 with respect to the City's Development Agreement with North Iowa Cultural Center & Museum dated February 2011; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2013;

NOW, THEREFORE, it is resolved by the City Council of the City of Clear Lake, Iowa, as follows:

Section 1. The City Council hereby obligates an estimate of $11,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2013.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2012 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

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

Passed and approved November 5, 2012.

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Clear Lake, Iowa (the "City") and North Iowa Cultural Center & Museum (the "Managing Operator") as of the 19th day of January, 2009.

WHEREAS, the City has established the Clear Lake Consolidated Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Managing Operator has entered into an agreement (the "Operating Agreement") with the owners of the Surf Ballroom (the "Property") to be the managing operator of the Property, located in the Urban Renewal Area (the "Project"); and

WHEREAS, the Managing Operator has requested that the City provide reimbursement of certain property tax payments in order to reduce the Managing Operator's costs; 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;

NOW THEREFORE, the parties hereto agree as follows:

A. <u>Managing Operator's Covenants</u>

1. The Managing Operator agrees to perform all duties required under the Operating Agreement, to file a copy of the Operating Agreement with the City Clerk prior to receipt of any Payments under this Agreement and to file an annual report of its activities with the City Council prior to December 1 of each year during the term of this Agreement.

2. The Managing Operator agrees to make timely payment of all property taxes with respect to the Property as they come due and to submit a receipt or cancelled check to the City Clerk in evidence of each such payment.

3. The Managing Operator agrees to maintain not less than one full time equivalent job on the Property, to be known as the "Executive Director."

4. The Managing Operator covenants to maintain its status during the term of this Agreement as an entity eligible for exemption from taxation and designated under Section 501(c)(3) of the Internal Revenue Code.

B. <u>City's Obligations</u>

1. In recognition of the Managing Operator's obligations set out above, and subject to the Managing Operator being in compliance with each of such obligations, the City agrees to make economic development payments (the "Payments") to the Managing Operator, pursuant to Chapters 15A and 403 of the

Code of Iowa, in a total amount not exceeding $40,000, and all Payments under this Agreement shall be subject to annual appropriation by the City Council.

The Payments will be made on June 1 and December 1 of each fiscal year, beginning on June 1, 2009, and continuing to and including December 1, 2011, or until such earlier date on which total Payments in the amount of $40,000 have been made.

Each Payment shall be in an amount which represents the Incremental Property Tax Revenues received by the City with respect to the Property during the six months immediately preceding each Payment date. Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levy and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues generated within the Urban Renewal Area.

Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount of Incremental Property Tax Revenues to be collected in the following fiscal year equal to the amount of Incremental Property Tax Revenues that the City received from the Property in the preceding fiscal year (the "Appropriated Amount").

C. Administrative Provisions

1. This Agreement may not be amended without the express agreement of both parties. Further, the Managing Operator's obligations and covenants set out in Section A hereof may not be assigned without the consent of the City, except that the City hereby gives its permission that the Managing Operator's rights to receive the Payments hereunder may be assigned by the Managing Operator to a lender, as security for a loan, without further action on the part of the City.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. 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 by and construed in accordance with laws of the State of Iowa.

The City and the Managing Operator have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, all as of the day and date written above.

CITY OF CLEAR LAKE, IOWA

By _____
Mayor

Attest:

_____
City Clerk

NORTH IOWA CULTURAL CENTER & MUSEUM

By: _____

RESOLUTION _____

Obligating funds from the Clear Lake Consolidated Urban Renewal Tax Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year.

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 Consolidated 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 "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocable pledge by 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 or refinance in whole or in part projects in the Urban Renewal Area: and

WHEREAS, the City has scheduled payments in an amount which represent the incremental property taxes paid with respect to the project estimated amount of $35,000 (the "Annual Payment") which shall come due in the fiscal year beginning July 1, 2013 with respect to the City's Development Agreement with Snyder Construction Partnership (Moss Buster) dated December 2009; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2013;

NOW, THEREFORE, it is resolved by the City Council of the City of Clear Lake, Iowa, as follows:

Section 1. The City Council hereby obligates an estimate of $35,000 for appropriation from the Urban Renewal Tax Revenue Fund to the Annual Payment in the fiscal year beginning July 1, 2013.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2012 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

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

Passed and approved November 5, 2012.

_____
Nelson P. Crabb, Mayor

Attest:

_____
Jennifer Larsen, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Clear Lake, Iowa (the "City") and Snyder Construction Partnership (the "Developer") as of the 7th day of December, 2009.

WHEREAS, the City has established the Clear Lake Consolidated Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer has proposed to construct a building for light industrial use (the "Project") to be located in the Urban Renewal Area on Lot #2 in the Clear Lake (Larry Luker Memorial) Industrial Park (the "Property"); and

WHEREAS, the Developer has requested that the City provide reimbursement of certain property tax payments; 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;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. The Developer agrees that the Project shall consist of a building with not less than 20,000 square feet of space. Construction shall begin no later than the date of this Agreement and shall be substantially completed by June 30, 2010. The value of construction improvements shall be not less than $1,425,000, which shall be shown on the building permit issued by the City for the Project and which shall be confirmed in writing to the City upon completion of the construction of the Project. The incremental taxable valuation, as shown on the rolls of the Cerro Gordo County Assessor, shall be not less than $1,000,000.

2. As a condition to receiving the Payments, as hereinafter defined, the Developer agrees that business occupants of the Project shall, within not more than two years after the date of this Agreement, collectively employ and continuously maintain, for a period of not less than three years thereafter, at least twelve full time or part-time equivalent employees. Developer agrees to provide the City, no later than November 1 of each year, a report showing the names or names of the business occupants of the Project, along with the number of full and part-time employees as of that date.

3. If the Developer fails to make a total aggregate development investment of at least $1,300,000, as shown in Developer's report to the City as set out above, or if the business occupants of the Project fail to meet, or to maintain, the job creation requirements noted above, all Payments hereunder shall be terminated.

4. The Developer agrees to make timely payment of all property taxes with respect to the Property as they come due and to submit a receipt or cancelled check to the City Clerk in evidence of each such payment.

B. City's Obligations

In recognition of the Developer's Covenants set out above, and subject to the Developer being in compliance with each of such Covenants, the City agrees to make economic development payments (the "Payments") to the Developer, pursuant to Chapters 15A and 403 of the Code of Iowa, in a total amount not exceeding $175,000, and all Payments under this Agreement shall be subject to annual appropriation by the City Council.

Assuming that the full incremental valuation of the Project goes on the property tax rolls as of January 1, 2011, the Payments will be made for five fiscal years, on December 1 and June 1 of each fiscal year, beginning on December 1, 2012, and continuing to and including June 1, 2017, or until such earlier date on which total Payments in the amount of $175,000 have been made.

Each Payment shall be in an amount which represents the Incremental Property Tax Revenues received by the City with respect to the Property during the six months immediately preceding each Payment date. Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levy and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues attributable to the Property which are received by the City from the Cerro Gordo County Treasurer.

Each Payment shall be subject to a finding by the City that the Developer is in full compliance with each of the Developer's Covenants set out above, and each Payment shall also be subject to annual appropriation by the City Council. Prior to November 15 of each year during the term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount of Incremental Property Tax Revenues to be collected in the following fiscal year equal to the City's estimate of the amount of Incremental Property Tax Revenues that could be generated by the Property in such year, based on the most recent incremental valuation of the Property and the then current consolidated property tax levy (the "Appropriated Amount").

To the extent the City Council decided to obligate funds for appropriation to Payments, the City agrees to certify to the Cerro Gordo County Auditor by

December 1 of each year during the term of this Agreement, an amount equal to the most recently determined Appropriated Amount.

The City agrees to utilize Tax-Increment Financing to fund the costs of water and sanitary sewer service line extensions from the City's respective mains, located on S. 24th Street, to within 5' of the west building wall frontage line. The size of the lines, water meter, sewer clean-outs, and other related items shall be the minimum necessary to serve the facility. Costs associated with fire sprinkling shall be borne by the Developer.

C. Administrative Provisions

1. This Agreement may not be amended without the express agreement of both parties. Further, the Developer's Covenants set out in Section A hereof may not be assigned without the consent of the City. The City hereby gives its permission that, provided the Developer is in compliance with all Covenants, the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a lender, as security for a loan, without further action on the part of the City.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. 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 by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, all as of the day and date written above.

CITY OF CLEAR LAKE, IOWA

By _____
Mayor

Attest:

_____
City Clerk

SNYDER CONSTRUCTION PARTNERSHIP

By: _____

Cerro Gordo County online

Property Information

Parcel
062010100300
Property Address

Tax District:	02006	Acres - Gross:	6.7900
Tif District:	02127	Row:	0.3300
Avg Depth:	0	Waste:	0.0000
Actual Front Width:	0	Net:	6.4600

No picture2 available

Map

Owner(s):			Book	Page	Need Help retrieving images? Click here
Deed	SNYDER CONSTRUCTION PARTNERSHIP LLP,	913 N 14TH ST PO BOX 181 CLEAR LAKE, IA 50428	2007	1893	image (pdf)

Legal Description (used for tax administration purposes only)

L 2 LARRY LUKER MEMORIAL INDUSTRIAL PARK 1ST ADD

Assessment Year 2012 (for Taxes Payable 2013-2014)

Class: Industrial

	100% Assessed Value	Gross Taxable Value			Credits	Y/N
Land	134,600	134,600	Unit	1	Military	N
Improvements	985,760	985,760	Building	1	Homestead	N
Total	1,120,360	1,120,360	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.

	1,140,890	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.
X	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%.
=	1,140,890	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 mulitiplied by the Tax Levy Rate.
=	1,140,890	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.
X	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.
=	36,744.11	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.
=	36,744	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	
062010100300		
Owner(s):		
Deed	SNYDER CONSTRUCTION PARTNERSHIP LLP,	913 N 14TH ST PO BOX 181 CLEAR LAKE, IA 50428

Legal Description (used for tax administration purposes only)

L 2 LARRY LUKER MEMORIAL INDUSTRIAL PARK 1ST ADD

	Current Tax 062010100300
2011	Receipt: 617762.0
Real Estate Tax	Amount
Installment 1 Due 09/30/2012	18,372.00
Installment 2 Due 04/01/2013	18,372.00
Payment Received for Installment 1 on 09/24/2012	- 18,372.00
Total Amount Remaining on Installment 1	0.00
Total Amount Remaining on Installment 2	18,372.00
Total Taxes Remaining	18,372.00

Total Outstanding for Parcel	
Real Estate	0.00
Total	0.00

Online Property Tax Payments

RESOLUTION #_____

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

WHEREAS, the City Council of the City of Clear Lake has heretofore entered into various contracts pertaining to the expenditure of lawfully available funds to finance costs associated with (i) construction, professional services, and administrative costs related to the N. 40th Street Bridge; (ii) construction, professional services, and administrative costs related to the cost of the 1st Ave S. & S. 3rd Street Alley Improvement Project; (iii) construction, professional services, and administrative costs related to the N. 36th Place Watermain Extension Project; (iv) equipment purchase, installation, and administrative costs related to the Public Safety Radio Communications Upgrade; & (v) equipment purchase, construction, professional services, and administrative costs related to the City Hall/Police Dept. Emergency Generator & Electrical System Upgrade Project; and

WHEREAS, the City wishes to use proceeds from the Tax Increment Fund to finance the costs of the aforementioned projects and reimburse the General Fund and Water Revenue Fund for costs attributable to said projects paid or incurred prior to the passage of this Resolution; and

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

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

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

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

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

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

SECTION 4: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

_____

Nelson P. Crabb, Mayor

Attest:

_____

Jennifer Larsen, City Clerk